AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
June 29, 2017, 3:00 P.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 May 2, 2017.


5. Public Comment.
CONSENT AGENDA ITEMS

Items 6 – 28

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 and installation from Frost & Keeling Assoc., Inc. to provide: 500-HP hot water boiler at the Dos Rios Water Recycling Center, Bid No. 17-17062, for a total of $555,251.00.

2. Approving a one-time purchase and installation from Flexible Lifeline Systems, Inc. to provide: safety climb systems and cable tension retrofit systems on existing SAWS storage tank ladders, Bid No. 17-17057A, for a total of $152,801.09.

3. Approving a one-time purchase from Double Radius, Inc. to provide: Cambium Equipment and FCC Coordination for wireless site-to-site communications at remote facilities, Bid No. 17-17048, for a total of $182,215.24.

4. Approving a one-time purchase from Grande Truck Center to provide: two each 19,000 GVWR (minimum) 4x4, 2-door, regular cab-chassis with mounted 16-ft van body with installed closed circuit television inspection system mounted complete, Bid No. 17-17045, for a total of $734,868.00.

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 sole source bid of Ventiv Technology, Inc. to provide: annual contract for Ventiv Master Software License and Service Agreement for claims management software, Bid No. 17-17066, for a total of $347,756.00.

2. Acceptance of the best value bid of BroadBlast, Inc. to provide: annual contract for emergency/mass notification system, Bid No. 17-17009, for a total of $378,115.79.

3. Acceptance of the best value bid of YNIS, Inc. dba You Name It Specialties, Inc. to provide: annual contract for novelty items & professional type clothing, Bid No. 17-0403, for a total of $196,370.00.

4. Acceptance of the single source bid of Salt Exchange, Inc. to provide: annual contract for the purchase and delivery of NSF 60 certified bulk salt, Bid No. 17-16084, for a total of $215,010.00.
5. Authorizing the extension of an existing contract of Pied Piper Pest Control to provide: annual contract for pest control and extermination services, Bid No. 15-0256, for a total of $89,203.25.

6. Authorizing additional funds to the existing contract of Polydyne, Inc. to provide: biennial contract for polymer, Bid No. 15-1107, for a total of $429,242.50.

7. Acceptance of the bid of Teqsys, Inc. to provide: annual contract for Veritas equipment and maintenance for SCADA backup system, Bid No. 17-17050, for a total of $190,205.00.

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

9. Rescinding the award of the contract from Southern Tire Mart, LLC to provide: annual contract for tires, tubes and repair services, Bid No. 13-3120, for a total return of ($666,990.00). Approved on June 6, 2017 by Board Resolution No. 17-119, Item 6.B.3.

10. Authorizing the extension of an existing contract of Southern Tire Mart, LLC to provide: annual contract for tires, tubes and repair services, Bid No. 13-3120, for a total amount of $350,000.00.

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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BOARD MEETING  3  06-29-17
8. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in the amount not to exceed $1,268,162.00 in connection with the 2017 Edwards Aquifer Recharge Zone Cured In Place Pipe Construction Contract.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

9. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 1 in the amount not to exceed $198,784.08, payable to Atlas Construction, Inc., in connection with the Flores 24-inch Rehab Project.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

10. A Resolution ratifying the actions of the Vice President of Engineering and Construction in authorizing expenditures in an amount not to exceed $133,432.05 payable to CPS Energy in connection with the W6: Western Watershed Sewer Relief Line (P3 and P4 - Middle Segment) Project.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

11. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 11 in the amount not to exceed $254,983.10 payable to Spiess Construction Co., Inc., in connection with the C5 Culebra - Castroville to Laredo and C28 Zarzamora Creek - San Gabriel to NW 23rd Street - Phase 1A Project.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

12. A Resolution approving Recapitulation Change Order No. 1 in the decreased amount of $524,519.02 to be credited to the construction contract with San Antonio Constructors, Ltd., in connection with the 2015 Open Cut Sanitary Sewer Construction Package I.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

13. A Resolution approving Recapitulation Change Order No. 8 in the decreased amount of $223,870.71 to be credited to the construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., in connection with the 2011 Annual Open Cut Water Work Order Construction Contract; authorizing the return of funds in the amount of $223,870.71 and the construction contingency balance of $48,439.55 for a total amount of $272,310.26.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

14. A Resolution approving Recapitulation Change Order No. 8 in the decreased amount of $174,943.15 to be credited to the construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., in connection with the 2012 DSP Open Cut Water Work Order Construction Contract; authorizing the return of funds in the amount of $174,943.15 and the construction contingency balance of $137,142.08 for a total amount of $312,085.23.  
(GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

15. A Resolution awarding a professional services contract to Brown & Gay Engineers, Inc., in the amount not to exceed $636,089.00 in connection with the Hunt Lane Elevated Storage Tank Project.  
(GENOVEVA GOMEZ – MICHAEL MYERS)
REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

16. A Resolution approving the expenditure of funds in the amount of $187,875.00 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 5. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

17. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 3; authorizing the expenditure of additional funds in the amount not to exceed $276,315.30 payable to the City of San Antonio in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

18. A Resolution approving Contract Amendment No. 1 in an amount not to exceed $37,192.23 to the professional services contract with Camacho-Hernandez & Associates in connection with the DeZavala Road from I.H. 10 to Lockhill Selma Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

19. A Resolution approving an Interlocal Agreement with Bexar County; authorizing the expenditure of funds in an amount not to exceed $48,817.50 for the adjustments of water and sewer facilities in connection with the Shaenfield Place Subdivision Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

20. A Resolution approving Contract Amendment No. 1 to the Advance Funding Agreement; authorizing the expenditure of additional funds in the amount not to exceed $4,657.50 payable to the Texas Department of Transportation for the water and sewer facility adjustments in connection with the FM 1560 at SH 16 Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

21. A Resolution accepting an offer of $56,500.00 for the sale of 228 Thelka, located in San Antonio, Bexar County, Texas; approving a purchase agreement with George O. Paz, Jr. and Edna Denise Paz; affirming a ten percent commission to be paid to Cano and Company at closing; authorizing payment of closing costs up to $2,000.00 (excluding real estate commissions) at closing. (NANCY BELINSKY – BRUCE HABY)

22. A Resolution approving the acquisition of a permanent sewer line easement from SOF Hidden Lake SA Owner, L.P., a Delaware limited partnership, being approximately 0.497 acres and located along South Hausman Road, in the northwest quadrant of Bexar County, Texas, in connection with the South Hausman Road project in a total amount not to exceed $52,632.00. (NANCY BELINSKY – BRUCE HABY)
MISCELLANEOUS ITEMS

23. A Resolution awarding a professional services contract to J.D. Power in the amount not to exceed $94,090.00 in connection with professional consumer research services. (GAVINO RAMOS)

24. A Resolution awarding a services contract to Alsay, Inc., in an amount not to exceed $81,895.00 in connection with the System’s Water Well Mitigation Program. (STEVE CLOUSE – SCOTT HALTY)

25. A Resolution approving the filing of a lawsuit against ADB Utilities in connection with their alleged damage to SAWS infrastructure; and further authorizing the System’s General Counsel to take all necessary action relating to such lawsuit. (NANCY BELINSKY)

26. A Resolution approving an agreement and a professional services contract with IMMIX Technology, Inc., in an amount not to exceed $254,516.12 for licensing and maintenance services and process improvements for the Kronos Workforce application. (DOUG EVANSON – SREE PULAPAKA)

27. A Resolution authorizing Engagement Letters with the law firms of Norton Rose Fulbright US, LLP to serve as lead bond counsel and Escamilla & Poneck, LLP and Kassahn & Ortiz, PC to serve as co-bond counsel for a term of five years with three one-year renewal options to provide debt-related legal services. (DOUG EVANSON – PHYLLIS GARCIA)

28. A Resolution terminating the Audit Services Agreement with RSM US, LLP; authorizing the President/Chief Executive Officer to execute and deliver the thirty-day notice of termination to RSM US, LLP. (PAT MERRITT, CHAIR, AUDIT COMMITTEE)

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

MISCELLANEOUS PROJECTS

29. A Resolution awarding a design build contract to Teal Construction Company in the amount not to exceed $17,710,927.00, in connection with Phase 2 of the Service Center Project. (GENOVEVA GOMEZ – JULIE VALADEZ)

30. A Resolution approving Contract Amendment No. 5 in the amount not to exceed $958,465.00 to the Program Management Services contract with APSI Construction Management in connection with Phase 2 of the Service Center Project. (GENOVEVA GOMEZ – JULIE VALADEZ)
MISCELLANEOUS ITEMS

31. A Resolution awarding a construction contract to D. Guerra Construction, LLC in the amount not to exceed $1,681,055.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1. (JEFF HABY – TAMSEN MCNARIE)

32. A Resolution awarding a construction contract to D. Guerra Construction, LLC in the amount not to exceed $1,567,055.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2. (JEFF HABY – TAMSEN MCNARIE)

33. **BRIEFING SESSION.**
   A. Briefing and deliberation regarding Vista Ridge Project

34. President/Chief Executive Officer’s Report.
   A. SAWS Water Management Plan

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

36. The Regular Session of the June 29, 2017, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Sections §551.071 and §551.074 of the Texas Open Meetings Act.

37. **EXECUTIVE SESSION.**
   A. Deliberation regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer; and consultation with attorneys concerning legal matters regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer, pursuant to Tex. Gov’t Code §551.074 and §551.071, respectively.

38. The Regular Session of the Regular Board Meeting of June 29, 2017, is hereby reconvened.

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
May 2, 2017, 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
Pat Jasso, Vice Chair
Ernesto Arrellano, Jr., Secretary
Louis E. Rowe, Assistant Secretary
Pat Merritt, Trustee
David P. McGee, Trustee

Board Members Absent:
Ivy R. Taylor, Mayor

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on May 2, 2017, and called to order at 9:08 a.m. by Chairman Berto Guerra.

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

3. Minutes.
A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of March 7, 2017.
Chairman Guerra asked if there were any corrections to the minutes. Hearing none, he stated the minutes were approved as presented.

4. **Ceremonial and Recognition Items.**

Stacey Isenberg recognized Dr. Jim Welch for his service on the Audit Committee. Dr. Welch, an Associate Dean at the Greehey School of Business at St. Mary's University, served as our outside financial expert since 2008. During his tenure, Dr. Welch has served under four committee chairs, attended over 40 committee meetings, and reviewed almost 150 audit reports. Dr. Welch has been a valuable member, and helped develop the first Internal Audit Charter in 2008 and then the Audit Committee Charter in 2009. Ms. Isenberg thanked Dr. Welch for his service and commitment to the Audit Committee.

Dr. Welch thanked the Board for the opportunity to serve on the Audit Committee alongside the different board members who served on the committee at one time or another.

On behalf of the Board, Chairman Guerra thanked Dr. Welch for being an incredible part of the organization and serving the community through his participation on the committee.

5. **Public Comment.**

Alan Montemayor commented on the City of San Antonio elections and the effect of Vista Ridge on the water rates. He asked the Board to exit the Vista Ridge contract. He discussed other options such as smart, sustainable and low impact development, and rainwater capture to bring additional water to San Antonio. He believes additional water should come from local sources such as desal, aquifer storage and recovery, and recycled water systems, and to look at facilitating rainwater capture, storm pulse capture, and even gray water reuse. He asked the Board to look at options for San Antonio that were truly sustainable.

Meredith McGuire commented on the Alamo Sierra Club’s true sustainable water management plan for the entire San Antonio region, and the need to maximize conservation and water efficiencies by residents, businesses, municipal facilities and industries. She discussed the need for San Antonio to systematically find ways to capture, use and store storm water and rainwater.

**CONSENT AGENDA ITEMS**

**Items 6 – 13**

**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 Sam Pack’s Five Star Ford to provide: one each 10,000 GVWR (minimum) 4x4, single rear wheel, wide
and long type bed (no outside fenders) crew-cab pickup truck, Bid No. 17-17016, Item 3, for a total of $47,678.00.

2. Approving a one-time purchase from Sam Pack’s Five Star Ford to provide: two each 9,900 GVWR (minimum) 4x2 extended cab, wide and long bed, single rear wheel pickup truck with 1,300 lb. liftgate, Bid No. 17-17016, Item 5, for a total of $66,588.00.

3. Approving a one-time purchase from Sam Pack’s Five Star Ford to provide: one each 9,900 GVWR (minimum) 4x4 extended cab, wide and long type bed, single rear wheel pickup truck, Bid No. 17-17016, Item 6, for a total of $35,978.00.

4. Approving a one-time purchase from Ancira Chrysler, Jeep, Dodge & Ram to provide: two each 9,900 GVWR (minimum) two-wheel drive, extended cab truck with installed service body with additional large storage boxes, Bid No. 17-17016, Item 1, for a total of $90,298.00.

5. Approving a one-time purchase from Ancira Chrysler, Jeep, Dodge & Ram to provide: five each 9,900 GVWR (minimum) two-wheel drive, extended cab truck with installed service body, Bid No. 17-17016, Item 2, for a total of $223,245.00.

6. Approving a one-time purchase from Ancira Chrysler, Jeep, Dodge & Ram to provide: two each 9,900 GVWR (minimum) 4x2 extended cab, wide and long bed, single rear wheels pickup truck with 1,300 lb. liftgate, Bid No. 17-17016, Item 4, for a total of $64,300.00.

7. Approving a one-time purchase from Immix Technology, Inc. to provide: Kronos clocks and maintenance, Bid No. 17-17037, for a total of $146,331.36.

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

1. Authorizing the extension of an existing contract of Matheson Tri-Gas, Inc. to provide: annual contract for welding gasses and welding supplies, Bid No. 15-0206, for a total of $63,269.62.

2. Acceptance of the bid of Brenntag Southwest, Inc. to provide: annual contract for purchase and delivery of 10% sodium hypochlorite solution, Bid No. 17-1421, for a total of $249,900.00.

3. Acceptance of the bid of SWT Quality Fasteners to provide: biennial contract for fasteners, stainless steel bolts, screws, anchors and rivets, Bid No. 17-5043, Groups 1, 2 & 3, for a total of $227,263.12.

4. Acceptance of the bid of DXI Industries, Inc. to provide: annual contract for sodium hydroxide, Bid No. 17-16045, for a total of $604,858.98.

5. Acceptance of the bid of Hayworth c/o Wittigs to provide: annual contract for office furniture, U.S. Communities Contract 4400003402, Bid No. 17-8007, for a total of $100,000.00.
6. Rescinding the award of the contract from Alterman, Inc. to provide: annual contract for electrical maintenance and repair services, Bid No. 16-16072, for a total return of $(942,882.92). Approved on September 13, 2016 by Board Resolution No. 16-218, Item 6.B.2.

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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Water and Sewer Line Improvements

8. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 10 in the amount of $143,343.43 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 23rd Street – Phase IA Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

9. A Resolution awarding a professional services contract to Arcadis U.S., Inc. in the amount not to exceed $520,000.00 in connection with the Water Production Facilities Disinfection System Upgrades Phase II Project. (GENOVEVA GOMEZ – MICHAEL MYERS)
10. A Resolution approving Contract Amendment No. 2 in the amount not to exceed $239,538.00 to the professional services contract with Stantec Consulting Services, Inc. (formerly MWH Americas, Inc.) in connection with the Turtle Creek No. 3 Pump Station Project. (GENOVEVA GOMEZ – MICHAEL MYERS)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

11. A Resolution approving an Advance Funding Agreement with the Texas Department of Transportation; authorizing the expenditure of funds in the amount not to exceed $626,528.33 for the adjustment and replacement of water and sewer facilities by the Texas Department of Transportation in connection with the SH 16 at Loop 1604 Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

12. A Resolution approving an Advance Funding Agreement with the Texas Department of Transportation; authorizing the expenditure of funds in the amount not to exceed $15,193.92 for the removal of asbestos cement pipe by the Texas Department of Transportation in connection with the SH 16 at Loop 1604 Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

MISCELLANEOUS ITEMS

13. A Resolution approving the filing of a lawsuit against Timothy Davis in connection with his failure to reimburse the System for monies paid to him for a relocation package. (NANCY BELINSKY)

Chairman Guerra stated that Individual Items 14 – 18 were all construction contracts around $3 million and typical of SAWS type of work. In the interest of time, he stated he would like to move these items to be considered under the Consent Agenda. He asked if there were any objections. Hearing none, Chairman Guerra moved Items 14 – 18 to the Consent Agenda.

Chairman Guerra asked if there were any other items in the Consent Agenda that should be pulled for individual discussion or consideration.

Mr. McGee made a motion to approve the Consent Agenda Items, Nos. 6 – 13, and 14 – 18. Ms. Jasso seconded the motion.

Consent Agenda Items, Nos. 6 – 26, and 14 – 18 were unanimously approved. Verbal voting.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements
14. A Resolution awarding a construction contract to Nerie Construction, LLC in the amount not to exceed $3,307,855.50 in connection with the 2016 Central Sewershed Package II Project. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Item 14 was approved as part of the Consent Agenda.

15. A Resolution awarding a construction contract to Cruz Tec, Inc. in the amount not to exceed $2,377,000.50 in connection with the East Sewershed Package I Construction Contract. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Item 15 was approved as part of the Consent Agenda.

16. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in the amount not to exceed $2,580,817.00 in connection with the 2017 Pipelines Water and Sewer Construction Contract Package I. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Item 16 was approved as part of the Consent Agenda.

17. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in the amount not to exceed $2,197,805.00 in connection with the 2017 Pipelines Water and Sewer Construction Contract Package II. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Item 17 was approved as part of the Consent Agenda.

18. A Resolution awarding a construction contract to R.L. Jones, L.P. in the amount not to exceed $2,052,376.00 in connection with the 2017 Pipelines Water and Sewer Construction Contract Package III. (GENOVEVA GOMEZ – GAIL HAMRICK-PIGG)

Item 18 was approved as part of the Consent Agenda.

Production, Transmission and Treatment Improvements

19. A Resolution awarding a construction contract to MGC Contractors, Inc. in the amount not to exceed $2,788,980.00 in connection with the Salado Pressure Zone 1295 Booster Station Project. (GENOVEVA GOMEZ – MICHAEL MYERS)

Jim Pedraza presented Item 19, the award of a construction contract for the Salado Pressure Zone 1295 Booster Station Project. The Salado Pump Station facility was located on the north side of San Antonio, west of Stone Oak, and within the Rogers Ranch Subdivision. The pump station provided water from the Edwards Aquifer pumped in from the Bitters Pump Station and also water from the Trinity Aquifer delivered by the Water Exploration Company, which was a former BexarMet contract.

He reviewed an aerial of the Salado Pump Station that included a five million gallon storage tank, a pump house with high service pumps, and electrical equipment as the major components. These were permanent facilities that served the Rogers Ranch area and areas...
west to the IH-10 corridor. Not shown was the temporary gas fuel booster station that pumped up to six million gallons to the Stone Oak area. The new pumps and equipment would connect to the tank and to the existing piping used by the temporary pump station. The improvements would allow up to 12 million gallons during peak flow to the Stone Oak area. The project requirements would consist of four high service pumps, the installation of control valves and flow meters, yard piping and valves, electrical, SCADA equipment, and concrete foundations. There would be limited civil site improvements. The temporary booster would remain in service until the permanent equipment was operative.

Bids for the construction of this project were solicited. Six bids were received, and MGC Contractors, Inc. submitted the lowest responsible bid of $2,788,980.00. The bid amount was 7.03 percent decrease from estimated construction cost of $3 million. Total SMWB participation was 32.99 percent. The construction duration was 415 days, due to the long lead time for equipment and the fact that the pump station had to remain operational during construction. Staff recommended the award of a construction contract to MGC Contractors, Inc. in the amount of $2,788,980.00.

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

Ms. Merritt inquired about the limited civil site improvements. Mr. Pedraza responded that in this case, it would just be the areas immediately around the new improvements that would be included for the facility.

After no further discussion, Item 19 was unanimously approved. Electronic voting.

**MISCELLANEOUS ITEMS**

20. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc. in the amount not to exceed $1,444,860.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1. (JEFF HABY – TAMSEN MCNARIE)

Jeff Haby presented Item 20. The 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract Package 1. The scope of work for these projects was typical of the work of the Distribution and Collection crews to perform point repairs for wastewater collection system pipelines, replace the public laterals, and replace, adjust or rehabilitate manholes. The work was also part of the Consent Decree.

He reviewed the bid results. Three bids were received, and the lowest responsible bid was Pronto Sandblasting & Coating & Oil-Field Services. Staff’s estimate was $1 million, and the low bid was 44.5 percent above the estimate. There were fewer bidders due to a large volume of work recently awarded for this type of work. The bids were very close, which suggested that the contractors had a clear understanding of the scope. The change in market conditions with the oil industry picking up has had an impact on the availability of some materials such as HDPE pipe.

Staff recommended the award of a contract to Pronto Sandblasting Coating & Oil-Field Services Co., Inc. for Package 1 in the amount of $1,444,860.00.
Mr. Rowe made a motion to approve Item 20. Ms. Merritt seconded the motion.

Mr. McGee asked for more detail on the change in market conditions. Mr. Haby explained that contractors were having a tough time getting HDPE pipe due to the oil field industry picking up and the amount of work locally as well as in Corpus Christi, Houston and Austin. Also, a consistent increase in price on some of the more skilled labor items, like deeper excavations.

Mr. McGee asked if the estimate was broken down by major categories of the materials, labor, those kinds of things, would it show which of those categories were so far off. Mr. Haby replied that the bid was by line item and did not break the materials and labor out for each item. Staff did review the estimate and compared the 2016 estimate for the exact same type of work. This showed an escalation of the line items and nothing stood out.

Mr. McGee inquired about the time sensitivity for the item. Mr. Haby responded that as part of the Consent Decree, the work needed to continue. The market could change in six months, and may go up or it may go down. These estimates were based on historical bids, and this one was a little surprising. For the previous contracts awarded in December, March and April, the bids were right in line with the estimates. The market changed in the last few months.

Ms. Jasso commented on the timeline under the Consent Decree and the work that still needed to be done. She asked if additional information would be made available so the Board would have a clear understanding of the line items. Mr. Haby confirmed. He discussed the work for the Consent Decree with an outside expert who would help put together the estimates for the Consent Decree work to make sure it was in line with the costs.

Chairman Guerra commented on the upward trend as far as costs and availability of work force for construction jobs that was happening throughout the city, and the concern that the estimate was far from the bids.

After no further discussion, the motion for Item 20 failed. Guerra, Rowe and Merritt voted in favor of the motion for Item 20; McGee, Arrellano and Jasso voted against.

21. A Resolution awarding a construction contract to D. Guerra Construction, LLC in the amount not to exceed $1,407,730.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2. (JEFF HABY – TAMSEN MCNARIE)

Mr. Puente stated that Item 21 was the same as Item 20, and staff would pull this item from the agenda. Chairman Guerra confirmed and stated Item 21 was pulled. No action was taken on this item.

22. A Resolution approving the extension of the Radio Communications System Inter-Governmental License Agreement with CPS Energy; authorizing expenditures in the amount not to exceed $909,942.19 payable to CPS Energy for the period of May 2017 through May 2022 to utilize CPS Energy’s Harmony Wireless Communication System. (DOUG EVANSON – SRINIVAS PULAPAKA)
Sree Pulapaka presented Item 22, an Inter-Governmental Agreement with CPS Energy for the Radio Communications System. Information System (IS) supports SAWS by providing reliable and secure technology solutions. In supporting the SAWS mission, IS collaborates with other governmental entities in San Antonio to create cost savings and to identify synergies. Some of these collaborative initiatives were with CPS Energy as well as the City of San Antonio through a shared and redundant data center, GIS data sharing information, and telecommunications. SAWS was also working with the City of San Antonio on the Smart City Initiatives.

SAWS has partnered with CPS Energy for the radio system since 1994. The current radio system has been used since 2007. The license agreement with CPS Energy for use of the radio system was set to expire on July 1, 2017 and needed to be extended. The license extension was for five years, and there was an annual true-up cost of four percent per year on unit cost.

The radios were used by SAWS security personnel, emergency operations staff, and field workers to communicate. IS performed an audit of the radio units that were in use, and determined that some field crews preferred smart phones and other tablets devices over radios. Subsequently, staff found that the need for the radios actually reduced by about 42 percent. A further reduction was anticipated in the future with the increased adoption of the smart hand-held devices. The current ongoing costs paid to CPS Energy was about $27,384.00 per month, which was based on the number of radios used at $39.12 per month. The ongoing maintenance cost would be about $14,000.00 per month based on the audit that reduced the number of the radios from 700 to about 400. This would result in a cost reduction of payments to CPS Energy of about 48.8 percent.

The Motorola Harmony Wireless Radio system would become a legacy product, and would not be supported in 2019. SAWS was going to partner with CPS Energy and the City of San Antonio for a radio system to replace the current system before the end of this agreement period. Staff recommended approval of the Radio Communications System Inter-Governmental License Agreement with CPS Energy.

Mr. Rowe made a motion to approve Item 22. Mr. Arrellano seconded the motion.

Ms. Jasso asked if the agreement was an inter-agreement with CPS Energy and the City of San Antonio. Mr. Pulapaka replied the item was an extension to the current agreement with CPS Energy.

After no further discussion, Item 22 was unanimously approved. Electronic voting.

23. BRIEFING SESSION.

A. Briefing and deliberation regarding the Vista Ridge Project

Donovan Burton gave an update on the construction of the Vista Ridge Project and reviewed photos of the work in the Lockhart area that was underway. As part of the contract amendments, the project company would be allowed a little more time to get wells moved for some of the landowners that had made requests. The project company had to go through
the Post Oak Savannah Groundwater District for approval. The groundwater districts approved those requests this past month.

On the integration project, a Request For Qualifications was issued for the design-builder. Five firms respond. Staff went through the process to shortlist the firms. The three firms were CH2M & Mountain Cascade, Kiewit & Tetra Tech, and the Vista Ridge Integration, LLC that was primarily HDR, MGC, and Layne/Reynolds. These three firms would be asked to submit a bid for the RFP. The firms would begin the interview and negotiation process, and staff would bring a firm back in September to the Board for approval. Once approved, the design phase would begin. The design-build firm would provide a guaranteed maximum price at 30 percent design, and then another guaranteed maximum price at 60 percent design. Staff would then bring the item to the Board for consideration at the 60 percent design level to begin the construction process early next year.

B. Briefing and deliberation regarding the 2017 State Legislative Report

Hope Wells provided a legislative update. The session was moving at a fast and furious pace and would end on May 29. She discussed some of the activities during the session that provided an opportunity for SAWS to really highlight our accomplishments. SAWS hosted the House Natural Resource Committee back in February during a tour of the desalination facility at H2Oaks Center, and Mr. Puente had an opportunity to speak about the three different sources of water that were controlled at the center. As part of the tour, the members were given bottles of water from the facility.

She reviewed some highlights on specific legislative agenda items. House Bill 3188 by Representative Carol Alvarado referenced the number of design-build projects that were allowed under current law for only two projects. The bill would allow at least four projects in any fiscal year, so it would give a little more flexibility. It also had language that bid proposals could be required any time within the 180 days after the request was made rather than some interpretation that it had to sit out for 180 days. The bill was voted out of the House Urban Affairs Committee and would be considered on the floor shortly. House Bill 2377 by Chairman Larson would build on House Bill 30 that was passed last legislative session that required the Texas Water Development Board to establish zones where brackish groundwater could be developed with minimal impact to fresh water. The bill would require the establishment of certain rules within those zones that would incentivize brackish. The bill was scheduled for the House floor on May 3. House Bill 2378 by Chairman Larson and the Companion Senate Bill 774 by Chairman Perry would address the extension of expired export permits to align with production permits. Staff worked through the Texas Water Conservation Association, a large group of utilities and water providers, to get a consensus recommendation going forward in the session. The bill would automatically send the export permit to conform to the associated operating permit. This bill passed the House floor last week and was actually heard in Senate Committee yesterday.

She reviewed some of the other bills that SAWS had supported during the session. House Bill 31 by Chairman Larson would eliminate future export permits as a means of preventing discrimination and focusing district efforts on the production rather than the transportation. The bill would grandfather existing export permits, include parameters on an administratively complete application, put limits on a district's ability to put a moratorium on permitting, stop permitting for a period of time, and also require a district's decision to
grant or deny an application for a permit as governed by the rules in effect at the time the application was submitted. Mr. Puente was able to testify in support of that bill, which passed the House on April 25. With respect to Senate Bill 862, the bill would allow a prevailing party to be awarded attorneys' fees at the court's discretion if equitable. Senate Bill 1105 by Senator Hinojosa and its companion by Representative Phelan were related to the Water Resources Management Account at Texas Commission on Environmental Quality. This bill would transfer an existing used oil recycling account balance and future collection of that used oil fee to the water resources account to help balance the steady declines in the account. This was important because it would stave off continued increases in two of the main fees paid by SAWS and consolidated the water quality fee and public health service fee. The bill passed the Senate, and the House Bill was on the House floor tomorrow. Senate Bill 758 by Senator Jose Mendendez and a companion bill by Representative Rodriguez was a joint effort undertaken this session with CPS Energy related to Affordability Programs. The bills would clarify that the triggering criteria for affordability assistance was as the utility deems the customer low income. Mr. Puente was able to testify in support of that bill. The Senate Bill passed, and the House Bill would be on the House floor tomorrow.

She discuss a few bills of concern. Senate 740 and House Bill 2684 were eminent domain bills and were efforts by landowner groups that want to make some drastic changes to eminent domain law. Many of these changes would significantly increase procedural hurdles and some of the risks in a condemnation proceeding for an entity like SAWS. A couple other issues that had received some attention this session was lead pipes and discharge of effluent. There were still many unresolved issues so the bills were unlikely to move this session.

There were a total of over 400 other bills being tracked. She would provide follow-up on the activities, once the session was over. She discussed a couple of activities at the Capitol that provided an opportunity to highlight SAWS. Texas Water Day was on March 22 and included the Water Olympics with the participants, and Karen Guz served as a panelist at a symposium where she discussed SAWS conservation programs.

Chairman Guerra thanked Ms. Wells and the entire team for their work during the session.

Mr. Puente commented on Ms. Wells work prior to the session as co-chair of the Texas Water Conservation Association to have a consensus bill to the House and the Senate during the session.

C. Briefing and deliberation regarding the 2017 Water Management Plan with input from Citizen Advisory Panel

Donovan Burton provided an update on the Water Management Plan. Work continued in the community to get input. Staff had participated in about 17 meetings, reached over 400 individuals through one-on-one meetings, and over 2,000 through social media. Several City Council Members were briefed, as well as the TTU Committee, neighborhoods, chambers of commerce, Citizens Advisory Panel (CAP), and environmental interest groups. Some of comments during the outreach was that they wanted a little bit longer time to comment on the draft plan. Rather than roll out the draft plan in two weeks, staff proposed to wait to bring it to the Board to give staff the opportunity to brief the new City Council Members.

He introduced Marcy Andrade. Ms. Andrade had been on the CAP since 2013 and just
became the chair of the CAP this past year. Ms. Andrade was the District Director of Communications and Outreach for Harmony Public Schools.

Ms. Andrade reviewed the CAPs recommendations for the 2017 Water Management Plan. A subcommittee of seven CAP members was developed to formulate comments to six discussion items. These items addressed the gallons per capita per day (GPCD), population growth, climate change, water supply contracts, wholesale water, and also alternative water sources.

Discussion Item 1 dealt with GPCD. The goal of 88 GPCD by 2070 would be attainable given current trends and increasing population density, reduced nonrevenue water use, and greater conservation. SAWS should separate the residential, commercial and industrial GPCD goals in its public outreach so that each user group could better understand the part they play in reaching the goals. CAP recommended SAWS should continue conservation education and should structure rates in a way that encouraged smart water use. Actual progress in reducing the GPCD should be monitored and compared against goals at regular intervals.

Discussion Item 2 dealt with population projections. The plan should use the current service area population growth rates that were aligned with the City of San Antonio and review against actual growth to optimize water supply planning.

Discussion Item 3 dealt with climate change. As a water utility recognized for its thoughtful innovation, SAWS planning methods should accommodate climate change on the supply side by incorporating a hybrid Drought of Record model that combines the Drought of the 1950s with the Drought of 2011 and 2014. As SAWS was primarily a groundwater-based system, less climate change impact was expected on the supply side.

Discussion Item 4 was water supply contracts. Since there was significant variability in the size and complexity of existing contracts, SAWS should evaluate each contract on its individual merits. Smaller, complicated, multi-party contracts that SAWS cannot unilaterally extend may be left to expire rather than risk overestimating as firm supplies.

Discuss Item No. 5 was about wholesale. SAWS should remain open to becoming a more significant regional water wholesaler provided that the aggregate total not exceed 15,000 acre-feet per year and that wholesale customers enact water conservation plans that parallel that of SAWS. Wholesale customers should agree to supply reductions in times of severe drought in cases where SAWS would be cut back from the source water.

Discussion No. 6 was with future alternative water sources. SAWS was well positioned for the future with its current diversified portfolio of water resources. The potential for the expansion of ASR, brackish water, and production from the Carrizo Aquifer greatly reduced the need to consider costlier alternative sources at this time.

In conclusion, the CAP fully supported the adoption of the 2017 Water Management Plan, and were confident that the plan supplied long-term water security for customers. CAP recommended continued monitoring of the GPCD so that stated goals could be achieved and also to strengthen the public outreach to empower customers to maximize water efficiency.
Chairman Guerra thanked Ms. Andrade for the presentation and for chairing the CAP.

D. Briefing and deliberation regarding the Quarterly Report for the Sanitary Sewer Overflow Reduction Program

Mr. Haby provided an update of the SSO Reduction Program. The four key elements of the Consent Decree were assessment, planning, reporting, and rehabilitation. The focus had been on assessment to identify the condition issues and capacity constraints, and now the planning phase has begun to address the condition issues and meet the capacity constraints. He discussed a map and photos of the work that had been done on the condition assessment over the last four years with the inspection of about 4,000 miles of pipe and the cleaning of about 3,400 miles of pipe.

The condition assessment phase was completed and the planning phase was underway. The Board approved the contracts for the Basin Planning Consultants (BPC) last June to help determine the best alternatives to fix the condition issues and capacity constraints that were identified during the condition assessment phase. The 2016 Annual Report would be due in June and the Condition and Capacity Assessment Report was due in January 2018. In January 2019, the Condition and Remedial Measures Report would be submitted and would identify the specific projects as part of the Consent Decree. The BPCs have completed 10 percent design on all the identified capacity constraints, and were working on the 30 percent design on the capacity constraints. On the condition issues identified, the BPCs were still on alternative analysis and were working on completing the 10 percent design. The Program Management Team, HDR, completed year four of the contract. Staff would bring a request to the Board next month to extend the contract for an additional year.

He reviewed the average number of SSOs from 2009 to 2016. The first quarter was at a new historic low for April with 8.42 inches of rainfall during the quarter compared to previous years. All the programs that were in place and were effective at reducing SSOs.

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

None

At this point in the meeting, an Executive Session was held. The time was 10:32 a.m.

25. The Regular Session of the May 2, 2017, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Sections §551.071 and §551.074 of the Texas Open Meetings Act.

26. EXECUTIVE SESSION.

A. Consultation with attorneys regarding legal matters related to the Consent Decree between the San Antonio Water System and the United States of America and the State of Texas, pursuant to Tex. Gov’t Code §551.071.

B. Deliberation regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer; and consultation with attorneys concerning legal matters regarding the annual evaluation, performance
objectives and duties of the President/Chief Executive Officer, pursuant to Tex.
Gov’t Code §551.074 and §551.071, respectively.

27. The Regular Session of the Regular Board Meeting of May 2, 2017, is hereby reconvened.

The meeting reconvened at 11:45 a.m. The Chairman stated that no decisions were made in Executive Session.

28. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF MAY 2, 2017, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of May 2, 2017, adjourned at 11:45 a.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</td>
<td>Estimated Amount (SMWB)</td>
</tr>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>4</td>
<td>1,625,135.33 (SMWB) 555,251.00</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>10</td>
<td>2,273,982.54 (SMWB) 657,524.04</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>$3,899,117.87 (SMWB) 1,212,775.04</td>
</tr>
<tr>
<td>SMWB Purchasing Contracts (percentage)</td>
<td>28.57%</td>
<td>31.10%</td>
</tr>
</tbody>
</table>

Approved:  
Robert R. Puente  
President/Chief Executive Officer  

Reviewed:  
Marisol V. Robles  
SMWB Program Manager
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 29th day of June, 2017

Berto Guerra, Jr., Chairman

ATTEST:

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

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

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>ESTIMATED TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Frost &amp; Keeling Assoc., Inc. (WBE)</td>
<td>One Time Purchase and Installation of 500-HP Hot Water Boiler at the Dos Rios Water Recycling Center</td>
<td>All</td>
<td>$555,251.00</td>
<td>This is a one time purchase of one (1) 500-HP Hot Water Boiler for the Dos Rios Water Recycling Center. This item will be used at the water recycling center for heating up water that goes into the heat exchanger outside of the digester to heat up the sludge.</td>
</tr>
<tr>
<td>2. Flexible Lifeline Systems, Inc.</td>
<td>One Time Purchase and Installation of Safety Climb Systems and Cable Tension Retrofit Systems on Existing SAWS Storage Tank Ladders</td>
<td>All</td>
<td>$152,801.09</td>
<td>This is a one time purchase of a ladder safety climb system for 179 water tank and towers. This ladder system is used by staff to perform maintenance, cleaning and inspection of the various assets.</td>
</tr>
<tr>
<td>3. Double Radius, Inc.</td>
<td>Cambium Equipment and FCC Coordination</td>
<td>All</td>
<td>$182,215.24</td>
<td>This contract will be utilized for Cambium equipment that provides System with wireless site-to-site communications throughout the greater San Antonio area.</td>
</tr>
<tr>
<td>4. Grande Truck Center</td>
<td>One Time Purchase of two (2) each 19,000 GVWR (minimum) 4x4, 2-door, regular cab-chassis with mounted 16-ft van body with installed closed circuit television inspection system mounted complete.</td>
<td>All</td>
<td>$734,868.00</td>
<td>These units are part of the vehicle equipment replacement program and will be assigned to System locations.</td>
</tr>
</tbody>
</table>

**DIRECTORS Comments:**

Grande Truck proposed two different bids representing two different televising manufacturers. The second one proposed did not meet System specifications. The available manufactures for televising vans are limited. This award requires the Truck manufacture to coordinate specialized unifitting. The bid proposed by Grande Truck meets all specifications. Recommend award.

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

**Board Date:** June 29, 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>1. Ventiv Technology, Inc.</td>
<td>Annual Contract for Ventiv Master Software License and Service Agreement</td>
<td>All</td>
<td>$347,756.00</td>
<td>This is a new contract. This contract will be utilized for the purchase of a Master Software License and Service Agreement for the maintenance and service of the iVOS Claims Management Database software. This contract will be effective August 1, 2017 through July 31, 2022. The annual fee will be paid each year on subsequent anniversaries as approved for in future years budgets.</td>
</tr>
<tr>
<td>2. BroadBlast, Inc. (WBE)</td>
<td>Request for Proposal (RFP) for Emergency/Mass Notification System</td>
<td>All</td>
<td>$378,115.79</td>
<td>This is a new contract. This contract will be utilized by System to provide emergency/mass notification to System employees and customer when a public notice is required. This contract will be effective Date of Award (June 29, 2017) through June 30, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of two (2) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
<tr>
<td>3. YNIS, Inc. dba You Name It Specialties, Inc.</td>
<td>Best Value Bid Annual Contract for Novelty Items &amp; Professional Type Clothing</td>
<td>All</td>
<td>$196,370.00</td>
<td>This is a new contract. This contract will be utilized by System for the purchase of Novelty Items and Professional type clothing. This contract will be effective Date of Award (June 29, 2017) through May 31, 2018. If determined that an extension is favorable to System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
</tbody>
</table>

*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.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Salt Exchange, Inc.</td>
<td>Annual Contract for the Purchase and Delivery of NSF 60 Certified Bulk Salt Bid No. 17-16084</td>
<td>All</td>
<td>$215,010.00</td>
<td>This is a new contract. This contract will be utilized by System for the purchase and delivery of bulk salt to be used onsite sodium hypochlorite generators. This contract will be effective August 1, 2017 through September 30, 2018. 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. DIRECTORS Comments: This contract requires delivery of NSF 60 (Drinking Water Treatment Chemicals) Certified Bulk Salt to be unloaded pneumatically (by air) into 9 pump stations and in super sacks to one pump station. One responsive bid was received. The second bid took exceptions and did not comply with our delivery requirements. Salt Exchange has provided our Salt since 2013 and had performed well. Recommend award.</td>
</tr>
<tr>
<td>5. Pied Piper Pest Control (MBE)</td>
<td>Annual Contract for Pest Control and Extermination Services Bid No. 15-0256</td>
<td>All</td>
<td>$89,203.25</td>
<td>This is an extension of an existing contract. This contract will be utilized by System for pest control and extermination services at various SAWS locations. Base bid and first extension cumulative total through December 31, 2017 is $89,203.25. Total includes 25% ($11,426.25) for 2017 due to additional pest control needs and additional 25% will be added to extension years. If determined that an extension is favorable to System, price and service considered, the award includes the availability of two (2) 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.*
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>Polydyne, Inc.</td>
<td>Biennial Contract for Polymer</td>
<td>All</td>
<td>$429,242.50</td>
<td>This is a current biennial contract and additional funds are being requested. This was originally Board awarded on October 6, 2015 for the amount of $1,716,970.00 for a period of two (2) years. This item requests additional funds in the amount of $429,242.50 (25%) to be added to the existing contract period and $214,621.20 to all future one year extensions for a revised contract total of $2,146,212.50. This contract will be effective Date of Award (June 29, 2017) through December 31, 2017. If determined that an extension is favorable to System, price and service considered, the award includes the availability of five (5) additional one-year options to extend as provided for and approved in future years' budgets.</td>
</tr>
<tr>
<td>Teqsys, Inc. (WBE)</td>
<td>Veritas Equipment and Maintenance</td>
<td>All</td>
<td>$190,205.00</td>
<td>This is a new contract. This contract will be utilized to provide SAWS with the ability to maintain its backup system (application, appliance and licensing) for SCADA in support of SAWS Information Services efforts of building a robust SCADA environment in the HQ and Echo datacenters. This contract will be effective Date of Award (June 29, 2017) through June 28, 2022.</td>
</tr>
</tbody>
</table>
### 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>8. CalAmp Radio Satellite Integrators, Inc.</td>
<td>Annual Contract for GPS Tracking System Monitoring Bid No.16-16030</td>
<td>All</td>
<td>$78,080.00</td>
<td>This is a sole source. This is an extension of an existing contract. This contract will be utilized by System for continued monitoring of GPS vehicle locations until a new contract is awarded and installed. The Board previously approved two-six month periods on October 4, 2016 for the amount of $78,080.00. This request is for two more additional six month periods in the estimated amount of $78,080.00. CalAmp Corporation has performed well during the contract period and System has determined pricing to be favorable. This contract extension will be effective Date of Award (June 29, 2017) through December 31, 2017. If determined that an extension is favorable to System, price and service considered, the award includes the availability of one-six month extension as provided for and approved for in future years budgets.</td>
</tr>
<tr>
<td>9. Southern Tire Mart, LLC</td>
<td>Annual Contract for Tires, Tubes and Repair Services 13-3120</td>
<td>All</td>
<td>$(666,990.00)</td>
<td>This is a Sole Source for continuing the monitoring services of the old GPS Tracking System until a new solution is put into place. Recommend award. Rescind Item 8. 3 approved by the Board under Resolution No. 17-119 on June 6, 2017. This item was awarded to Southern Tire as part of the Purchasing items approved at the June 6, 2017 Board Meeting. After this item was awarded it was determined that our Advertising Agency failed to publish our advertisement, thus the award of this contract is void. The existing contract with Southern Tire will be extended and a rebid will be issued in the future.</td>
</tr>
<tr>
<td>10. Southern Tire Mart, LLC</td>
<td>Annual Contract for Tires, Tubes and Repair Services 13-3120</td>
<td>All</td>
<td>$350,000.00</td>
<td>This is an extension of an existing contract. This contract will be utilized for the purchase of tires and tire repair services for vehicles and equipment in the System Fleet. Southern Tire Mart, LLC has performed well during the contract period. This contract extension will be effective June 29, 2017 through November 30, 2017.</td>
</tr>
</tbody>
</table>

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

$2,273,982.54

**Board Date:** June 29, 2017
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**PROPOSAL:** Purchase and Installation of 500-HP Hot Water Boiler at the Dos Rios Water Recycling Center  
**TIME & DATE:** 3:00 p.m., June 2, 2017

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide and install all required piping and valves. This includes, but is not limited to, extending HWS, HWR, DG, PG, and drain lines, in accordance with the purchasing documents. complete in place</td>
<td>LS</td>
<td>1</td>
<td>198,013.00</td>
<td>219,611.00</td>
</tr>
<tr>
<td>2</td>
<td>Electronic work (extend power to new boiler). in accordance with the purchasing documents. complete in place</td>
<td>LS</td>
<td>1</td>
<td>10,544.00</td>
<td>14,741.00</td>
</tr>
<tr>
<td>3</td>
<td>Extend SCADA I/O points from boiler control panel to DCS terminal in accordance with the purchasing documents. complete in place</td>
<td>LS</td>
<td>1</td>
<td>800.00</td>
<td>3,919.00</td>
</tr>
<tr>
<td>4</td>
<td>Provide and install water softener an dxextend piping to water expnsior tank. in accordance with the purchasing documents. complete in place</td>
<td>LS</td>
<td>1</td>
<td>7,838.00</td>
<td>7,257.00</td>
</tr>
<tr>
<td>5</td>
<td>Hot water boiler (500-HP) - equipment and installation in accordance with the purchasing documents. complete in place</td>
<td>LS</td>
<td>1</td>
<td>310,240.00</td>
<td>313,501.00</td>
</tr>
<tr>
<td>6</td>
<td>DCS programming by Emerson, in accordance with the purchasing documents. complete in place</td>
<td>ALLOWANCE</td>
<td>1</td>
<td>27,027.00</td>
<td>27,027.00</td>
</tr>
<tr>
<td>7</td>
<td>Permitting - Obtain all necessary permits</td>
<td>LS</td>
<td>1</td>
<td>789.00</td>
<td>1,850.00</td>
</tr>
</tbody>
</table>

**TOTAL**  
**Net**  
**Terms**  
**Delivery Days**

*LOW BIDDER*

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

- Industrial Boilers America  
- Alamo Boiler  
- Riddell Boiler Service  
- Burner Combustion  
- Onco  
- Holman Boiler  

- Frost & Keeling Assoc, Inc.  
- Cleaver-Brooks Sales and Service, Inc.

**Demandstar**  
**SAWS Website**

- 15 Weeks

**Net**  
**30 days**  
**10 days**
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

One Time Purchase and Installation of Safety Climb Systems and Cable Tension Retrofit Systems of Existing SAWS Storage Tank Ladders

**3:00 p.m., June 7, 2017**

<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>Installation of 17 new DBI SALA LAD-SAF Flexible Cable Ladder Safety Systems and all associated hardware on tanks with no existing safety climb system as described herein. See Table 1 for list of sites, storage tank type and ladder lengths. Model number for the top bracket, bottom bracket, cable guide, and cable are 6116325, 6100095, 6100401 and 9500397 respectively.</td>
<td>2,219.17</td>
<td>37,725.89</td>
</tr>
<tr>
<td>2</td>
<td>Installation of 28 new DBI SALA LAD-SAF Flexible Cable Ladder Safety Systems and all associated hardware as described herein. Includes removal of existing rail type systems and off-site disposal. See Table 2 for list of sites, storage tank type, and ladder lengths. Model number for the top bracket, bottom bracket, cable guide and cable are 6116325, 6100095, 6100401 and 9500397 respectively.</td>
<td>2,291.64</td>
<td>64,165.92</td>
</tr>
<tr>
<td>3</td>
<td>Installation of 134 new DBI SALA LAD-SAF safety cable springs type tensioning system bracket and all associated hardware as described herein. Includes removal of existing shear nut tensioning bracket and off-site disposal. See Table 3 for list of sites. The model number for the lower bracket is 6100095 and 610095 for stainless and galvanized respectively.</td>
<td>379.92</td>
<td>50,909.28</td>
</tr>
</tbody>
</table>

**TOTAL**

| | 152,801.09 | 229,278.00 | 249,750.00 |

**Terms**

- Net
- 30 days
- 30 days
- 30 days

**Delivery Days**

- 120 days
- 90 days
- 90 days

**LOW BIDDER**

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

- Capital Safety
- Conney Safety
- Engineered Fall Protection
- Flexible Life Line
- GME Supply Co.
- Grainger
- JTS
- Northern Safety Co., Inc.
- PK Safety
- Safety Supply
- TMI Coatings
- Western Safety Products

**Demandstar**

**SAWS Website**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5 GHz PMP-450s Integrated Sector Access Point (FCC) 4.9-5.9 GHz</td>
<td>UNIT</td>
<td>2,556.00</td>
<td>2,556.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CMM4 RACK MOUNT ASSEMBLY</td>
<td>UNIT</td>
<td>1,145.13</td>
<td>1,145.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ethernet cable adapter for CMM4</td>
<td>UNIT</td>
<td>18.59</td>
<td>18.59</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>POWER SUPPLY FOR CMM4, 54V, HLG-240H-54C</td>
<td>UNIT</td>
<td>127.71</td>
<td>127.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>5 GHz PMP-450 SM, Integrated High Gain Antenna</td>
<td>UNIT</td>
<td>559.20</td>
<td>559.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Tilt Bracket Assembly</td>
<td>UNIT</td>
<td>18.38</td>
<td>18.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PTP 650 AC Power Injector</td>
<td>UNIT</td>
<td>51.85</td>
<td>51.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>US Line Cord Fg 8</td>
<td>UNIT</td>
<td>13.10</td>
<td>13.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>PMP400 SERIES ACCESS POINT EXTENDED WARRANTY, 4 ADDL YEARS</td>
<td>UNIT</td>
<td>419.40</td>
<td>419.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>PMP400 SERIES SUBSCRIBER MODULE EXTENDED WARRANTY, 4 ADDL YEARS</td>
<td>UNIT</td>
<td>627.20</td>
<td>627.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>CMM4 EXTD WARRANTY, 4 ADDL YEAR</td>
<td>UNIT</td>
<td>492.60</td>
<td>492.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>182,216.24</td>
<td>182,216.24</td>
</tr>
</tbody>
</table>

**WARRANTY PERIOD**
- 12 months
- 12 months
- 12 months
- 12 months
- 12 months
- 12 months
- 12 months

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

**Delivery Days**

**LOW BIDDER**

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY**
- Dynamic Pump Systems
- Demandstar
- Odessa Pumps
- S.A.W.S. Website
- Pump Power
- Smith Pump
- Xylem Water Solutions
### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL**
Purchase of 19,000 GVWR 2-Door, Regular Cab Chassis 4x4 truck with a mounted 16' van body with installed closed circuit tv inspection system

**TIME & DATE**
3:00 p.m., June 1, 2017

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>2017 Ford F550 R/C 4x4 Grande Truck Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Televising Truck 19,000 GVWR (minimum) 4x4 2-door, regular cab-chassis with mounted 16' ft van body with installed closed circuit television inspection system mounted complete Per Specifications</td>
<td>Amount 367,434.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quantity 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 734,868.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL 734,868.00</td>
</tr>
<tr>
<td>Terms</td>
<td>Net 30 Days</td>
<td>180-250 Days</td>
</tr>
<tr>
<td>Delivery Days</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Awarded to Bid #2*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**
- Alamo City Chevrolet
- Aries
- Bluebonnet Chrysler Dodge
- Caldwell County Ford/Chevrolet
- EnviroSight
- Grande Ford
- Jordan Ford
- Lone Star Chrysler
- Rapid View
- Rausch
- Red McCombs Toyota
- Silsbee Fleet Group
- SLS Sewer Equipment

Demandstar
SAWS Website
Ventiv Technology Inc., formally known as Aon eSolutions, Inc. is the sole source provider for the Ventiv Master Software License and Service Agreement for the Systems Risk Management Insurance Claims Payment and Reporting System.

The Claims section of the Risk Management Department utilizes the Software, iVOS Claims Management Database, as part of their self-administration of our SAWS claims. The Risk Management Insurance Claims Payment and Reporting System is used to document the claim, for investigation liability analysis and to determine the financial impact of a claim for liability and workers’ compensation claims. Without the system SAWS would have to manually collect this information resulting in additional man hours to provide any financial data to the Executive Management Team and the Financial Staff.

The Master Software License and Service Agreement will provide for the yearly updates and the services to maintain the database and security.

The original purchase of the Software was approved at the March 2, 2010 Board Meeting via Resolution Number 10-115 and provided for renewals, however there are no renewals remaining.

The award of this Renewal will be effective August 1, 2017 and will remain in effect until July 31, 2022. Each year the annual fee will be invoiced and paid for on subsequent annual anniversaries.

- System seeks approval for Ventiv to continue to provide for this required support.
- The pricing represents an annual fee increase of 5% each year. The breakdown is indicated below, and the not to exceed amount for five years is $347,756.00 as follows:

<table>
<thead>
<tr>
<th>Pricing Summary for Support and Maintenance</th>
<th>8/1/17 7/31/18</th>
<th>8/1/18 7/31/19</th>
<th>8/1/19 7/31/20</th>
<th>8/1/20 7/31/21</th>
<th>8/1/21 7/31/22</th>
<th>Total for 5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product/Service</td>
<td>Annual Fee</td>
<td>Annual Fee</td>
<td>Annual Fee</td>
<td>Annual Fee</td>
<td>Annual Fee</td>
<td></td>
</tr>
<tr>
<td>Maintenance and Support</td>
<td>$62,935</td>
<td>$66,082</td>
<td>$69,386</td>
<td>$72,855</td>
<td>$76,498</td>
<td></td>
</tr>
<tr>
<td>Total Annual Fees</td>
<td>$62,935</td>
<td>$66,082</td>
<td>$69,386</td>
<td>$72,855</td>
<td>$76,498</td>
<td>$347,756.00</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL
FOR
EMERGENCY/MASS NOTIFICATION SYSTEM
SAWS Bid # 17-17009

SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to BroadBlast, Inc. Non-Local/ SBE 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. Technical Approach</td>
<td>40</td>
</tr>
<tr>
<td>b. Compensation Proposal</td>
<td>35</td>
</tr>
<tr>
<td>c. Similar Past Experience with Project</td>
<td>10</td>
</tr>
<tr>
<td>d. Small, Minority and Woman Business Program Compliance</td>
<td>15</td>
</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>* BroadBlast, Inc.</td>
<td>$378,115.79</td>
<td>549 points</td>
<td>Non-Local/ SBE</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $119,371.93</td>
<td>Ext 2: $119,371.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 2: $616,859.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Send Word Now</td>
<td>$356,275.00</td>
<td>438 points</td>
<td>Non-Local/ Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $119,425.00</td>
<td>Ext 2: $115,425.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 2: $587,125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Blackboard</td>
<td>$692,550.00</td>
<td>359 points</td>
<td>Non-Local/ Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $230,850.00</td>
<td>Ext 2: $230,850.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 2: $1,154,250.00</td>
<td>Total: $1,154,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GeoDecisions</td>
<td>$700,000.00</td>
<td>302 points</td>
<td>Non-Local/ Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $200,000.00</td>
<td>Ext 2: $200,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 2: $1,100,000.00</td>
<td>Total: $1,100,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rev. July 12, 2016
*Best Value Proposal*

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

| Request for Proposal SAWS Bid No. 17-17009  
Emergency/Mass Notification System  
BROADBLAST, INC.  
SMWB ANALYSIS – BOARD AWARD |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE - African American</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD:**

Contract period shall begin on June 29, 2017 and shall end on June 30, 2020. The contract shall include two (2) 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 BroadBlast, Inc. will provide services at the best value to System.
SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to *You Name It Specialties, Inc., a Local/WBE 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. Bidders Pricing</td>
<td>40</td>
</tr>
<tr>
<td>b. Technical Approach</td>
<td>30</td>
</tr>
<tr>
<td>c. References/ Similar Prior Experience</td>
<td>15</td>
</tr>
<tr>
<td>d. Small, Minority and Woman Business Program Compliance</td>
<td>15</td>
</tr>
</tbody>
</table>

**TOTAL** 100

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>* You Name It Specialties, Inc.</td>
<td>$ 196,370.00&lt;br&gt;Ext 1: $ 198,145.00&lt;br&gt;Ext 2: $ 202,260.00&lt;br&gt;Ext 3: $ 204,400.00&lt;br&gt;Ext 4: $ 207,275.00&lt;br&gt;Total: $ 1,008,450.00</td>
<td>450 points</td>
<td>Local/ WBE Caucasian</td>
</tr>
<tr>
<td>2</td>
<td>PC Creative Services</td>
<td>$ 252,755.00&lt;br&gt;Ext 1: $ 257,652.10&lt;br&gt;Ext 2: $ 262,329.46&lt;br&gt;Ext 3: $ 275,434.47&lt;br&gt;Ext 4: $ 288,811.16&lt;br&gt;Total: $ 1,336,982.19</td>
<td>383.85 points</td>
<td>Local/ WBE Hispanic</td>
</tr>
<tr>
<td>3</td>
<td>Caprice Productions, Inc.</td>
<td>$ 261,137.00&lt;br&gt;Ext 1: $ 261,137.00&lt;br&gt;Ext 2: $ 261,137.00&lt;br&gt;Ext 3: $ 261,137.00&lt;br&gt;Ext 4: $ 261,137.00&lt;br&gt;Total: $ 1,305,685.00</td>
<td>381.45 points</td>
<td>Local/ WBE Caucasian</td>
</tr>
</tbody>
</table>
*Best Value Proposal*

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

<table>
<thead>
<tr>
<th>Request for Proposal SAWS Bid No. 17-0403</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Novelty Items &amp; Professional Type Clothing</em></td>
</tr>
<tr>
<td>YOU NAME IT SPECIALTIES, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SMWVB ANALYSIS – BOARD AWARD</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>100.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD:**

Contract period shall begin on June 29, 2017 and shall end on May 31, 2018. 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 best value bid. Staff has determined that *You Name It Specialties, Inc.* will provide services at the best value to System.
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for the Purchase and Delivery of  
**FOR**  
NSF 60 Certified Bulk Salt  
**TIME & DATE**  
August 1, 2017 through September 30, 2018  
3:00 p.m., May 9, 2017

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>Price/2000 lb sack</th>
<th>Price/lb</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>63 ea. Estimated Annual No. of Sacks Salt in Super Sacks</td>
<td>270.00</td>
<td>0.137</td>
<td>17,010.00</td>
</tr>
<tr>
<td></td>
<td>1,800,000 Estimated Annual No. of lbs. Salt in Bulk</td>
<td>0.110</td>
<td>198,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>215,010.00</td>
</tr>
</tbody>
</table>

**EXTENSION 1**  
**EXTENSION 2**  
**EXTENSION 3**

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

**Delivery Days**  
10 days  
10 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.
ITEM
BID NO. 17-16084
PURCHASE AND DELIVERY OF NSF 60 CERTIFIED BULK SALT
SINGLE SOURCE

Bid No. 17-16084 solicited bids for the purchase and delivery of NSF 60 certified bulk salt. This contract will be utilized by System for the purchase and delivery of bulk salt to be used onsite sodium hypochlorite generators.

A total of nine bidders were invited to bid. Two bidders responded to the bid solicitation issued. Second bidder was not considered due to conditional request and does not meet our requirements.

The bid submitted from Salt Exchange, Inc. meets all the requirements of the specifications.

- The award amount is $215,010.00
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449

TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for Pest Control and  
Extermination Services  
**TIME & DATE**  
(January 1, 2016 through December 31, 2016)  
3:00 p.m., October 14, 2015

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dos Rios Treatment Plant</td>
<td>13 ea.</td>
<td>495.00</td>
<td>6,435.00</td>
<td>13 ea.</td>
<td>600.00</td>
<td>7,800.00</td>
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<tr>
<td>2.</td>
<td>Environmental Services Lab</td>
<td>2 ea.</td>
<td>55.00</td>
<td>715.00</td>
<td>2 ea.</td>
<td>60.00</td>
<td>585.00</td>
</tr>
<tr>
<td>3.</td>
<td>Environmental Services Lab Cricket Treatment</td>
<td>13 ea.</td>
<td>40.00</td>
<td>80.00</td>
<td>13 ea.</td>
<td>35.00</td>
<td>150.00</td>
</tr>
<tr>
<td>4.</td>
<td>Bldg. 19 Fleet Maintenance Garage</td>
<td>6 ea.</td>
<td>30.00</td>
<td>170.00</td>
<td>6 ea.</td>
<td>35.00</td>
<td>195.00</td>
</tr>
<tr>
<td>5.</td>
<td>Eastside Service Center</td>
<td>2 ea.</td>
<td>40.00</td>
<td>80.00</td>
<td>2 ea.</td>
<td>125.00</td>
<td>300.00</td>
</tr>
<tr>
<td>6.</td>
<td>Eastside Service Center Cricket Treatment</td>
<td>6 ea.</td>
<td>40.00</td>
<td>30.00</td>
<td>6 ea.</td>
<td>125.00</td>
<td>150.00</td>
</tr>
<tr>
<td>7.</td>
<td>Heating &amp; Cooling Plant - Alamodome</td>
<td>6 ea.</td>
<td>50.00</td>
<td>300.00</td>
<td>6 ea.</td>
<td>95.00</td>
<td>390.00</td>
</tr>
<tr>
<td>8.</td>
<td>Convention Center De-Chlorination Building</td>
<td>13 ea.</td>
<td>20.00</td>
<td>260.00</td>
<td>13 ea.</td>
<td>25.00</td>
<td>300.00</td>
</tr>
<tr>
<td>9.</td>
<td>Heating &amp; Cooling Plant - Port San Antonio</td>
<td>6 ea.</td>
<td>110.00</td>
<td>660.00</td>
<td>6 ea.</td>
<td>125.00</td>
<td>390.00</td>
</tr>
<tr>
<td>10.</td>
<td>Heating &amp; Cooling Plant - Commerce</td>
<td>6 ea.</td>
<td>95.00</td>
<td>570.00</td>
<td>6 ea.</td>
<td>110.00</td>
<td>390.00</td>
</tr>
<tr>
<td>11.</td>
<td>Heating &amp; Cooling Plant - Commerce Cricket Treatment</td>
<td>2 ea.</td>
<td>40.00</td>
<td>80.00</td>
<td>2 ea.</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>12.</td>
<td>Helotes Pump Station</td>
<td>13 ea.</td>
<td>20.00</td>
<td>260.00</td>
<td>13 ea.</td>
<td>25.00</td>
<td>300.00</td>
</tr>
<tr>
<td>13.</td>
<td>Josephine SCADA Building</td>
<td>13 ea.</td>
<td>20.00</td>
<td>260.00</td>
<td>13 ea.</td>
<td>25.00</td>
<td>300.00</td>
</tr>
<tr>
<td>14.</td>
<td>Leon Creek Treatment Plant</td>
<td>13 ea.</td>
<td>165.00</td>
<td>2,145.00</td>
<td>13 ea.</td>
<td>85.00</td>
<td>1,020.00</td>
</tr>
<tr>
<td>15.</td>
<td>ITEM DELETED</td>
<td>13 ea.</td>
<td>120.00</td>
<td>1,560.00</td>
<td>13 ea.</td>
<td>120.00</td>
<td>1,430.00</td>
</tr>
<tr>
<td>16.</td>
<td>Medio Creek Treatment Plant</td>
<td>6 ea.</td>
<td>55.00</td>
<td>330.00</td>
<td>6 ea.</td>
<td>75.00</td>
<td>450.00</td>
</tr>
<tr>
<td>17.</td>
<td>Mission Service Center</td>
<td>6 ea.</td>
<td>65.00</td>
<td>390.00</td>
<td>6 ea.</td>
<td>70.00</td>
<td>420.00</td>
</tr>
<tr>
<td>18.</td>
<td>Northeast Service Center</td>
<td>2 ea.</td>
<td>40.00</td>
<td>80.00</td>
<td>2 ea.</td>
<td>80.00</td>
<td>160.00</td>
</tr>
<tr>
<td>19.</td>
<td>Northeast Service Center Cricket Treatment</td>
<td>13 ea.</td>
<td>15-0256</td>
<td>60.00</td>
<td>180.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM

### PROPOSAL

Annual Contract for Pest Control and Extermination Services

**TIME & DATE:** (January 1, 2016 through December 31, 2016) 3:00 p.m., October 14, 2015

### TABULATION OF BIDS

<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>20.</td>
<td>6 ea. Northwest Service Center</td>
<td></td>
<td>65.00</td>
<td>390.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td>21.</td>
<td>2 ea. Northwest Service Center Cricket Treatment</td>
<td></td>
<td>40.00</td>
<td>80.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
<td>160.00</td>
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<td></td>
<td></td>
<td>90.00</td>
<td>180.00</td>
</tr>
<tr>
<td>22.</td>
<td>6 ea. Mission Field Division</td>
<td></td>
<td>40.00</td>
<td>240.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td>23.</td>
<td>13 ea. Salado Creek Treatment Plant</td>
<td></td>
<td>140.00</td>
<td>1,820.00</td>
</tr>
<tr>
<td></td>
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<td>95.00</td>
<td>1,235.00</td>
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<td></td>
<td>130.00</td>
<td>1,690.00</td>
</tr>
<tr>
<td>24.</td>
<td>13 ea. Twin Oaks ASR Plant</td>
<td></td>
<td>85.00</td>
<td>1,105.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>75.00</td>
<td>780.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>720.00</td>
</tr>
<tr>
<td>25.</td>
<td>6 ea. Van Dyke Service Center</td>
<td></td>
<td>65.00</td>
<td>390.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>65.00</td>
<td>390.00</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td>26.</td>
<td>6 ea. Mitchell Lake Audubon Center</td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>360.00</td>
</tr>
<tr>
<td>27.</td>
<td>12 ea. Hildebrand Tank Site and Control Center</td>
<td></td>
<td>30.00</td>
<td>360.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30.00</td>
<td>360.00</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>30.00</td>
<td>360.00</td>
</tr>
<tr>
<td>28.</td>
<td>6 ea. Southcross Service Center</td>
<td></td>
<td>40.00</td>
<td>240.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>45.00</td>
<td>270.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40.00</td>
<td>240.00</td>
</tr>
<tr>
<td>29.</td>
<td>12 ea. SAWS Headquarters</td>
<td></td>
<td>300.00</td>
<td>3,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>385.00</td>
<td>4,200.00</td>
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<td></td>
<td></td>
<td></td>
<td>200.00</td>
<td>2,400.00</td>
</tr>
<tr>
<td>30.</td>
<td>12 ea. Median Surface Water Treatment Plant</td>
<td></td>
<td>50.00</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>125.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60.00</td>
<td>720.00</td>
</tr>
<tr>
<td>31.</td>
<td>6 ea. Pan Am Distribution Center</td>
<td></td>
<td>30.00</td>
<td>180.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>65.00</td>
<td>390.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30.00</td>
<td>180.00</td>
</tr>
<tr>
<td>32.</td>
<td>20 ea. Special Trapping @ Headquarters including set up and two trips. On Request Only</td>
<td></td>
<td>50.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>75.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>33.</td>
<td>40 ea. Additional Trip Charges for Special Trapping</td>
<td></td>
<td>40.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>35.00</td>
<td>1,400.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>40.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>34.</td>
<td>15 ea. Rodent Extermination at non baited locations to include two return trips. On Request Only</td>
<td></td>
<td>65.00</td>
<td>975.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>55.00</td>
<td>825.00</td>
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<td>75.00</td>
<td>1,125.00</td>
</tr>
<tr>
<td>35.</td>
<td>30 ea. Additional Trip Charges for Rodent Extermination</td>
<td></td>
<td>20.00</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20.00</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>25.00</td>
<td>750.00</td>
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<tr>
<td>36.</td>
<td>14 ea. Dos Rios Drying Beds On Request Only</td>
<td></td>
<td>275.00</td>
<td>3,850.00</td>
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<tr>
<td></td>
<td></td>
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<td>185.00</td>
<td>2,590.00</td>
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<td>300.00</td>
<td>2,400.00</td>
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<tr>
<td>37.</td>
<td>50 ea. Hourly rate for other spraying per Special Request for Seasonal invaders</td>
<td></td>
<td>45.00</td>
<td>2,250.00</td>
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<td></td>
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<td>2,250.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>45.00</td>
<td>2,250.00</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM

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

**PROPOSAL**: Annual Contract for Pest Control and Extermination Services  
**FOR**: (January 1, 2016 through December 31, 2016)  
**TIME & DATE**: 3:00 p.m., October 14, 2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>38.00</td>
<td>500 ea. Bee, Ant and snake extermination/removal On Request Only</td>
<td>10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>20.00</td>
<td>30.00</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>39.00</td>
<td>25 ea. Additional Rodent Bait Boxes</td>
<td>13.00</td>
<td>325.00</td>
</tr>
<tr>
<td>325.00</td>
<td>20.00</td>
<td>9.00</td>
<td></td>
</tr>
<tr>
<td>40.00</td>
<td>25 ea. Installation and initial baiting of rodent boxes</td>
<td>5.00</td>
<td>125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10.00</td>
<td>250.00</td>
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<tr>
<td></td>
<td></td>
<td>9.00</td>
<td>225.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

| TOTAL | 45,705.00 | 52,960.00 | 53,225.00 |

**EXTENSION 1**

45,705.00

**EXTENSION 2**

45,705.00

**EXTENSION 3**

45,705.00

**Terms**

Net 30 days  
Net 30 days

**Delivery**

*LOW BIDDER*

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

- A Five Star Termite and Pest Control  
- Bob Jenkins Pest & Lawn Services  
- Eco Shield  
- Epest  
- Orkin  
- Pest Shield  
- Queen Bee Pest Control  
- Workwide Pest Control  

[15-0256]
**S A N A N T O N I O W A T E R S Y S T E M**

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

**TABULATION OF BIDS**

<table>
<thead>
<tr>
<th>Item</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE</th>
<th>PER/LB</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>Bulk Polymer Truckload Delivery</td>
<td>200,000 lbs</td>
<td>830,000.00</td>
<td>830,000.00</td>
</tr>
<tr>
<td>Year 1</td>
<td>1,000,000 lbs</td>
<td>830,000.00</td>
<td>830,000.00</td>
<td>890,000.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>1,050,000 lbs</td>
<td>871,500.00</td>
<td>872,550.00</td>
<td>934,500.00</td>
</tr>
<tr>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2</td>
<td>Polydine</td>
<td>2,000 Gallons</td>
<td>0.91</td>
<td>1,824,500.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>Freight Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 4</td>
<td>Extension 1</td>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 5</td>
<td>Extension 2</td>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 6</td>
<td>Extension 3</td>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 7</td>
<td>Extension 4</td>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 8</td>
<td>Extension 5</td>
<td>(5% annual quantity increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terms</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td></td>
</tr>
<tr>
<td>Delivery Days</td>
<td>7-10 days</td>
<td>7 days</td>
<td>7-10 days</td>
<td></td>
</tr>
</tbody>
</table>

*LOW BIDDER*

Testing was conducted on each of the polymers submitted. The test determined the pounds of polymer needed to thicken 1 ton of sludge. Polydine's product used the least amount of polymer to thicken 1 ton of sludge and Polydine submitted the lowest price per pound. See attached for testing results.

Historically SAWS has used 1,000,000 pounds of polymer per year. Estimate used for calculation purposes, actual amount may vary based upon yield, number of pounds polymer to thicken 1 ton of sludge.

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

- Aspen Polymers
- BASF Corp.
- Coyne Environmental
- DXI
- GEO Specialty Chemicals
- Kemira Water Solutions, Inc
- Neo Solutions
- Newman Regency
- Polydine, Inc.
- Solenis, LLC
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5 NETBACKUP PLATFORM BASE COMPLETE ED XPLAT 1 FRONT END TB ON PREMISE STANDARD PERPETUAL LICENSE QTY 0 to 10 GOV</td>
<td>10</td>
<td>26,825.00</td>
<td>70,139.00</td>
</tr>
<tr>
<td>2</td>
<td>5 ESSENTIAL 36 MONTHS INITIAL FOR NETBACKUP PLATFORM BASE COMPLETE ED XPLAT 1 FRONT END TB ON PREMISE STANDARD PERPETUAL LICENSE QTY 0 to 10 GOV, Support Period: Date of Award plus 36 months.</td>
<td>1</td>
<td>24,450.00</td>
<td>31,284.20</td>
</tr>
<tr>
<td>3</td>
<td>5 ESSENTIAL 24 MONTHS INITIAL FOR NETBACKUP PLATFORM BASE COMPLETE ED XPLAT 1 FRONT END TB ON PREMISE STANDARD PERPETUAL LICENSE QTY 0 to 10 GOV, Support Period: 24 months subsequent to End Date of Item 2.</td>
<td>1</td>
<td>16,300.00</td>
<td>21,313.00</td>
</tr>
<tr>
<td>4</td>
<td>2 NETBACKUP APPLIANCE 5240 53TB 4 GIG ETHERNET - 2 10GB CU ETHERNET - 2 10GB SFP ETHERNET - 2 8GB FIBRE CHANNEL PROMO STANDARD APPLIANCE + STANDARD MAINTENANCE BUNDLE INITIAL 60 MO GOV, Support Period: Date of Award plus 60 months.</td>
<td>1</td>
<td>122,630.00</td>
<td>212,499.22</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>190,205.00</td>
<td>217,281.20</td>
</tr>
</tbody>
</table>

Terms: Net 30 days

Delivery Days: [Column not provided]

*LOW BIDDER

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

- Cara Soft
- Dimension Data
- Mile Stone Systems
- Sigma Sol Inc.
- Demandstar
- Accu Data Systems
- Disy Solutions
- Mobile Mind
- Siriuscom
- SAWS Website
- Agile! Solutions
- Emergent 360
- Mobius Partners
- Soft Choice
- Avid Sys
- Exe Bridge
- Net Sync Network
- Softex-Inc.
- Blue Source
- Freet Data
- TIG
- Solid Border
- Presidio
- San Antonio, TX 78258
- San Antonio Water System
- P. O. Box 2449
- San Antonio, Texas 78298-2449
Bid 11-1137 was issued to procure a GPS tracking system in 2011. The bid included the purchase of hardware, installation and monthly monitoring. The Board of Trustees formally awarded bid 11-1137 to Cal Amp Corporation on March 5, 2012. The original contract with Cal Amp Corporation expired March 4, 2016.

Continued monitoring of the GPS system was required beyond the expiration of the original contract. The Cal Amp Corporation GPS Tracking system is proprietary, thus they are the only source for continued monitoring of the equipment installed throughout our fleet. On October 4, 2016 the Board approved services through June 30, 2017, however services are still needed while services are rebid.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>$39,040.00</td>
<td></td>
</tr>
<tr>
<td>Extension 1 (6 months)</td>
<td>$39,040.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$78,080.00 Approved by Board on October 4, 2016</td>
</tr>
</tbody>
</table>

*Seeking approval of two extensions as indicated below*

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension 2 (6 months)</td>
<td>$39,040.00</td>
</tr>
<tr>
<td>Extension 3 (6 months)</td>
<td>$39,040.00</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM
## P. O. BOX 2449
## SAN ANTONIO, TEXAS 78298-2449
## TABULATION OF BIDS

**PROPOSAL**
Annual Contract for Tires & Tubes & Repair Services

**FOR**
Tires & Tubes & Repair Services

**TIME & DATE**
3:00 p.m., March 28, 2017

**ITEM & DESCRIPTION AND APPROXIMATE QUANTITY**

## AUTO AND LIGHT TRUCK

<table>
<thead>
<tr>
<th>Group I</th>
<th><strong>BRAND</strong></th>
<th><strong>UNIT PRICE</strong></th>
<th><strong>TOTAL</strong></th>
<th><strong>BRAND</strong></th>
<th><strong>UNIT PRICE</strong></th>
<th><strong>TOTAL</strong></th>
<th><strong>BRAND</strong></th>
<th><strong>UNIT PRICE</strong></th>
<th><strong>TOTAL</strong></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
</tr>
<tr>
<td>2</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>91.00</td>
<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>89.00</td>
<td>8,900.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>712.00</td>
<td>5,350.00</td>
</tr>
<tr>
<td>3</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
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<tr>
<td>4</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>91.00</td>
<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
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<tr>
<td>5</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
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<tr>
<td>6</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
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<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
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</tr>
<tr>
<td>7</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
</tr>
<tr>
<td>8</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>91.00</td>
<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>89.00</td>
<td>8,900.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
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<td>5,350.00</td>
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<tr>
<td>9</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
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<tr>
<td>10</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>91.00</td>
<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>89.00</td>
<td>8,900.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>712.00</td>
<td>5,350.00</td>
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<tr>
<td>11</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
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<tr>
<td>12</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
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<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>89.00</td>
<td>8,900.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>712.00</td>
<td>5,350.00</td>
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<td>13</td>
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<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
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<tr>
<td>14</td>
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<td>999.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>89.00</td>
<td>8,900.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>712.00</td>
<td>5,350.00</td>
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<tr>
<td>15</td>
<td><strong>Firestone Destination LE2 #140361</strong></td>
<td>82.00</td>
<td>10,465.00</td>
<td><strong>BF Goodrich, #09738</strong></td>
<td>728.00</td>
<td>101,920.00</td>
<td><strong>BFG Long Trail T/A Tour, #14809</strong></td>
<td>4,080.00</td>
<td>16,320.00</td>
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30 ea.
P265/65R 18, 4 Ply, SAWS #32098
I Brand Name & Number
20 ea.
P265/70R 16, 4 Ply, SAWS #32239
IBrandName&Number
20ea.
P265/70Rl7, 4 Ply, SAWS #32239
(Brand Name & Number
50 ea.
225/70Rl9.5 HWY, 12 Ply
(Brand Name & Number
75 ea.
225/70Rl9.5 HWY, 12 Ply, SAWS #16782
(Brand Name & Number
30 ea.
LT225/75Rl6, 8 Ply, SAWS #16801
IBrand Name & Number
4 ea.
LT235/75Rl5, 6 Ply, SAWS #1262
I Brand Name & Number
4 ea.
245/70Rl7.5 Hwy, 18 Ply, SAWS 36623
!Brand Name & Number
4 ea.
LT235/80Rl7, IO Ply, SAWS #16783
!Brand Name & Number
20 ea.
LT235/85Rl6, 10 Ply, SAWS #1344
IBrand Name & Number
50 ea.
LT245/70Rl7, 10 Ply, SAWS #1599
IBrand Name & Number
30 ea.
LT245/75Rl6, 10 Ply, SAWS #16806
(Brand Name & Number
40 ea.
LT245/75Rl7 AT, 10 Ply, SAWS #16841
(Brand Name & Number
10 ea.
LT265/70Rl 7, 10 Ply, SAWS #32239
(Brand Name & Number
Joea.
LT265n5 Rl6, 10 Ply, SAWS # 16808
IBrand Name & Number

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Annual Contract for
Tires & Tubes & Repair Services
(June I, 2017 through May 31, 2018)
3:00 p.m., March 28, 2017

P. 0. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
TABULATION OF BIDS

SAN ANTONIO WATER SYSTEM

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F281·629 (RC\ 5192)

BRAND

TOTAL

UNIT PRICE

BRAND

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UNIT PRICE

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120.00
3,600.00
Firestone Destination LE2 #018004
114.00
2,280.00
F1reS1one Destmauon LE2 #097895
ll7.00
2,340.00
Firestone Destmauon LE2 #097912
236.00
11,800.00
Firestone FS561
233.00
17,475.00
Firestone FD690 Plus #186675
113.00
3,390.00
Firestone Transforce HT 189752
100.00
400.00
Firestone Transforce HT 189837
273 .00
1,092.00
Bmll,!_estone R238 #004085
120.00
480.00
F1restone Trans force HT # 191 282
ll6.00
2,320.00
Frrestone Trans force HT # 189718
118.00
5,900.00
Firestone Transforce HT #232990
ll 1.00
3,330.00
Firestone Transforce HT #189769
126.00
5,040.00
Firestone Transforce AT #205222
136.00
1,360.00
Firestone Transforce HT #200156
128.00
3,840.00
Firestone Trans force HT # 189786

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132.00
3,960.00
Michelin LTX MS2, #02633
110.00
2,200.00
BFG Lon!,!_ Trail T/A Tour, #88357
109.00
2,180.00
BFG Lolll,!__Trail T/A Tour, #21567
185.00
9,250.00
UnimraI RS20, 1140560
210.00
15,750.00
Uniroyal RD30, #25 I02
111.00
3,330.00
BFG Comm TIA AS2, #93775
114.00
456.00
BF Goodnch TIA Tracuon, 1142575
389.60
1,558.40
Michehn XTA2 Ener~,y. #78370
132.00
528.00
BFG Comm TA AS2, #11616
lf 5.00
2,300.00
BFG Comm TA AS2. #34213
ll 7.00
5,850.00
BFG Comm TA AS2. #30539
116.00
3,480.00
BFG Comm TA AS2. #05485
140.00
5,600.00
BFG TA K02, #26470
146.00
1,460.00
BFG Comm TA AS2, #17795
122.00
3,660.00
BFG Comm TA AS2. #0 1665

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115.71
3,471.30
Firestone, #090177
110.00
2,200.00
BF Goodnch, #88357
109.00
2,180.00
BF Goodrich, #21576
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9,250.00
Uniroyal, 1140560
210.00
15,750.00
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3,330.00
Uniroyal, #97652
110.00
440.00
BF Goodnch, # 11341
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1,446.52
M1chelm. #78370
lf 8_84
475.36
Firestone, # 191282
115.00
2,300.00
BF Goodrich, #34214
103.35
5, 167.50
Frrestone, #97827
112.07
3,362. 10
Firestone, #97657
122.62
4,904 .80
Firestone, #233007
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1,128.20
Firestone. #97912

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## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**PROPOSAL**

Annual Contract for

**FOR:**

Tires & Tubes & Repair Services

**TIME & DATE:**

June 1, 2017 through May 31, 2018

**DEMAND:**

3:00 p.m., March 28, 2017

---

### Group 1

**ALL TERRAIN AND MUD GRIP**

<table>
<thead>
<tr>
<th>Brand Name &amp; Number</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>Firestone Transforce HT #207619</td>
<td>148.00</td>
<td>2,960.00</td>
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<tr>
<td>Michelin Defender LT,XMS #09200</td>
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<td>Firestone #130600</td>
<td>120.53</td>
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**TOTAL (GROUP 1)**

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**MEDIUM AND HEAVY DUTY**

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<td>BF Goodrich, #26016</td>
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<td>Michelin, #79883</td>
<td>404.70</td>
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<td>BF Goodrich, #26016</td>
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### Group 3

**OTHER SPECIFICATIONS**

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<td>Firestone FD663 #281034</td>
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<td>Michelin, #87357</td>
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<td>Michelin, #87357</td>
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<td>Michelin, #87357</td>
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### Transmission

**T & W Tire, LLC**

3834 IH 10 East

**San Antonio, TX 78219**

**Bradley Tire Service, Inc.**

1708 East Freeway

**Houston, TX 77009**

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### Closing

**SAN ANTONIO, TEXAS 78298-2449**

**SAN ANTONIO WATER SYSTEM**

P. O. BOX 2449

**SAN ANTONIO, TEXAS 78298-2449**

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### Signature

**R. L. Williams**

**Vice President/General Manager**

**SAN ANTONIO WATER SYSTEM**

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

### PROPOSAL

**FOR**

Tires & Tubes & Repair Services

**TMD & DAT**

(June 1, 2017 through May 31, 2018)

**3:00 p.m., March 28, 2017**

### DESCRIPTION AND APPROXIMATE QUANTITY

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<th>Unit Price</th>
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<td>Firestone FS561 Plus #248173</td>
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<td>225/70R22.5, 16 Ply</td>
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<td>Bridgestone R268, #800028</td>
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<td>Michelin, #76807</td>
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### GROUP 4 INDUSTRIAL LUG AND TRAILER

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<td>Carlisle Ind. Deep, #30211041FS</td>
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<td>Deestone, #6130</td>
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<td>7.00 - 12, NHS, SAW #16790</td>
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<td></td>
<td>Carlisle Ind. Deep, #CA60102</td>
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<td>Deestone, #6135</td>
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<tr>
<td>3.</td>
<td>4 ea.</td>
<td>7.00 X 12-12, NHS, SAW #1124</td>
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<td>Brand Name &amp; Number</td>
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<td>Carlisle Ind. Deep, #CA60102</td>
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<td>Solideal, #5320542826</td>
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<td>Milesemx, RS12165MMS-Right</td>
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<td>Brand Name &amp; Number</td>
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<td>Camso SKA, #10X111541</td>
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<td>Alliance, #53310204</td>
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### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

#### TABULATION OF BIDS

**Proposed Annual Contract for:**
- Tires & Tubes & Repair Services

**Time & Date:**
- 3:00 p.m., March 28, 2017

#### DESCRIPTION AND APPROXIMATE QUANTITY

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
<th>Total Price</th>
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<tbody>
<tr>
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<td>205-25 NHS, 16 Ply, SAWS #16828</td>
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<td>11</td>
<td>26 X 8-12 NHS, SAWS #36637</td>
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<td>26 X 9-12 NHS, SAWS #36638</td>
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<td>300 X 15-20 NHS, SAWS #32114</td>
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<td>205/65-10, 4 Ply, SAWS #16813</td>
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<td>215/75R17.5 HWY, 16 Ply, SAWS #16838</td>
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<td>16</td>
<td>225/75R15 HWY 10 Ply, SAWS #35997</td>
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<td>225/80R16 HWY 10 Ply, SAWS #35999</td>
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<td>225/75R15 HWY, 16 Ply, SAWS #16838</td>
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<td>225/80R16 HWY 10 Ply, SAWS #1344</td>
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#### TOTAL (GROUP 4)

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**Group 5**

**Tires and Accessories, Repair and Service Specifications**

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<td>5</td>
<td>15</td>
<td>40.00</td>
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<td>600.00</td>
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**Service Calls inside Anderson Loop 1604, SAWS #27128**

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<th>Total</th>
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<td>15</td>
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<td>600.00</td>
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**Service Calls outside Anderson Loop 1604 (all equipment) SAWS #27136**

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<tr>
<td>5</td>
<td>15</td>
<td>40.00</td>
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<td>600.00</td>
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### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

#### TABULATION OF BIDS

**PROPOSAL:** Annual Contract for

**FOR:** Tires & Tubes & Repair Services

**TIME & DATE:** (June 1, 2017 through May 31, 2018)

**DATE:** 3:00 p.m., March 28, 2017

**ITEM NO.** DESCRIPTION AND APPROXIMATE QUANTITY

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>6.</td>
<td>Repairs (heavy equipment: backhoes and front-end loaders only), SAWS #27125</td>
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<td>7.</td>
<td>Valve Stems (all heavy equipment regardless of type or size), SAWS #16836</td>
<td>7.50</td>
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<td>8.</td>
<td>Overvin Service, SAWS #27124</td>
<td>50.00</td>
<td>2,500.00</td>
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<td>9.</td>
<td>Fleet Check (6:45 @ 3930 E. Houston Street), SAWS #27123</td>
<td>55.00</td>
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<td>10.</td>
<td>Fleet Check (6:00 @ 515 Mission Road), SAWS 27123</td>
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<td>65.00</td>
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<td>11.</td>
<td>Fleet Check (6:00 @ 515 Mission Road), SAWS 1288</td>
<td>55.00</td>
<td>65.00</td>
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<tr>
<td>12.</td>
<td>Additive Alternate: (may or may not be awarded) additional cost for fleet check (6:45 at 2231 Hunt Lane (MCWWTP))</td>
<td>55.00</td>
<td>65.00</td>
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<td>13.</td>
<td>Boot (any size) SAWS #16800</td>
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<td>14.</td>
<td>Boot (any heavy equipment), SAWS #30959</td>
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<td>15.</td>
<td>Tire pressure sensor (Ford) SAWS #36620</td>
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**TOTAL (GROUP 5)**

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**Group 6 TIRES DISPOSAL FEES**

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<td>250 Disposal Fee - Large Vehicles, SAWS #30156</td>
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<td>250 Disposal Fee - OTR Vehicles, SAWS #30960</td>
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**TOTAL (GROUP 6)**

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**TOTAL GROUPS 1-6**

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

### PROPOSAL:
Annual Contract for Tires & Tubes & Repair Services  
**FOR:** (June 1, 2017 through May 31, 2018)  
**DATE:** 3:00 p.m., March 28, 2017

<table>
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*LOW BIDDER*

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

- Beasley Tire  
- Cooper Tires  
- Goodyear Government Sales  
- Her and Sons Tire Service  
- Hesselbein Tire SW  
- Limons Road Service, Ltd  
- Loves Tire Care  
- McDonald Tire  
- South TX Fleet Service  
- Southern Tire Mart  
- STM Tires  
- T&W tire  
- Wingfoot  

**Bidding Information:**
- Bid Invitations E-mailed to and/or picked up by:
- Demandsstar  
- SAWS Website
## SAN ANTONIO WATER SYSTEM
### P.O. BOX 2449
### SAN ANTONIO, TEXAS 78298-2449
### TABULATION OF BIDS

**PROPOSAL**
Annual Contract for
Tires & Tubes & Repair Services
**TIME & DATE**
(Date of Award through May 31, 2014)
3:00 p.m., March 29, 2013

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<th>ITEM NO</th>
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<th>UNIT PRICE</th>
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**BID NOT TABULATED**
NON-RESPONSIVE

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**Brand Name & Number**
- Unitroyol Tiger Paw AWP II 10183
- HDDkook H724 #1011002
- Firestone Destination LE2 #097725
- Firestone Destination LE2 #097606
- Firestone Destination LE2 #097742
- Firestone Destination LE2 #140361
- Firestone Destination LE2 #097759
- Firestone Destination LE2 #097623
- Firestone Destination LE2 #097742
- Firestone Destination LE2 #097997
- Firestone Destination LE2 #097827
- Firestone Destination LE2 #097844
- Bridgestone Dueler HL #098439
- Bridgestone R250F
### SAN ANTONIO WATER SYSTEM

#### P. O. BOX 2449

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

PROPOSAL: Annual Contract for

FOH: Tires & Tubes & Repair Services

**DATE**: (Date of Award through May 31, 2014)

**TIME & DATE**: 3:00 p.m., March 29, 2013

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<th>ITEM NO</th>
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<th>UNIT PRICE</th>
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**BID NOT TABULATED NON-RESPONSIVE**

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

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

### TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for  
Tires & Tubes & Repair Services  
(Time & Date of Award through May 31 - 2014)

**DATE**  
3:00 p.m., March 29, 2013

**ITEM NO.**  
DESCRIPTION AND APPROXIMATE QUANTITY

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

PROPOSAL: Annual Contract for  
FOR: Tires & Tubes & Repair Services  
TIME & DATE: (Date of Award through May 31, 2014)  
3:00 p.m., March 29, 2013  

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## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for

**FOR**  
Tires & Tubes & Repair Services

**TIME & DATE**  
(Date of Award through May 31, 2014)  
3:00 p.m., March 29, 2013

<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>5.</td>
<td>6.50 X 10-10 NHS, SAWS #36636</td>
<td>119.00</td>
<td>1,190.00</td>
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<tr>
<td>6.</td>
<td>7.00 - 12, NHS, SAWS #16790</td>
<td>147.00</td>
<td>1,470.00</td>
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<td>7.00 X 12-12, NHS, SAWS #1124</td>
<td>156.00</td>
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<td>8.</td>
<td>7.00 - 15, HWY, SAWS #16789</td>
<td>75.00</td>
<td>750.00</td>
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<tr>
<td>9.</td>
<td>750 X 16</td>
<td>90.00</td>
<td>900.00</td>
</tr>
<tr>
<td>10.</td>
<td>8.25 X 15</td>
<td>160.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>11.</td>
<td>ITEM CANCELED</td>
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<tr>
<td>12.</td>
<td>9.50 X 16.5 HWY</td>
<td>124.00</td>
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<tr>
<td>13.</td>
<td>10.00 X 20</td>
<td>212.00</td>
<td>2,120.00</td>
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<td>14.</td>
<td>111L - 16SL, NHS Rim Guard, SAWS #1598</td>
<td>152.00</td>
<td>1,520.00</td>
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<td>15.</td>
<td>11R - 24.5, NSH, SAWS #1366</td>
<td>356.00</td>
<td>3,560.00</td>
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<tr>
<td>16.</td>
<td>12 - 16.5 Solid, SAWS #32116</td>
<td>640.00</td>
<td>6,400.00</td>
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<tr>
<td>17.</td>
<td>12 - 16.5, NHS Rim Guard, SAWS #16773</td>
<td>160.00</td>
<td>1,600.00</td>
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<tr>
<td>18.</td>
<td>18 X 8.50, NHS 4 Ply, SAWS #16827</td>
<td>37.00</td>
<td>370.00</td>
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<tr>
<td>19.</td>
<td>14.00 X 24, 12 Ply</td>
<td>555.00</td>
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**BID NOT TABULATED**  
NON-RESPONSIVE

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<thead>
<tr>
<th>BRAND</th>
<th>TOTAL</th>
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<tr>
<td>Carlisle Ind Deeptrac TT #601105</td>
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<tr>
<td>Deestone D306 R/G Lug W/Flap #6135</td>
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<tr>
<td>Hartland #1362527052</td>
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<td>Hartland #1362527563</td>
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<td>Deestone D902 Hwy TL #1295</td>
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<td>Supermax LT215HWY TT SET #MTB-4057-XL</td>
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<tr>
<td>Armour #1418431163</td>
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<tr>
<td>Firestone FS560 #156574</td>
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<tr>
<td>Solid Tire Deal</td>
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<td>Armour Skid Master #1416922653</td>
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<td>Deestone D265 Turf T/L #7037</td>
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<tr>
<td>Firestone Super Ground Grip #425214</td>
<td>5,950.00</td>
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SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

PROPOSAL: Annual Contract for
Tires & Tubes & Repair Services
TIME & DATE: (Date of Award through May 31, 2014)
TIME & DATE: 3:00 p.m., March 29, 2013

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>19.5-24, NHS, SAWS #1327</td>
<td>50 ea.</td>
<td>Armour #1417629244</td>
<td>630.00</td>
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<tr>
<td>21</td>
<td>20.5X25 NHS 16 Ply, SAWS #16828</td>
<td>15 ea.</td>
<td>Firestone Super Ground Grip #408492</td>
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<tr>
<td>22</td>
<td>21L24, 12 Ply</td>
<td>10 ea.</td>
<td>Armour R-4 #1417622245</td>
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<td>23.5R 25, NHS, SAWS #36629</td>
<td>8 ea.</td>
<td>Bridgestone V-Steel Ultra TRA #422703</td>
<td>2,701.00</td>
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<td>24</td>
<td>26X8-12 NHS, SAWS #36637</td>
<td>10 ea.</td>
<td>Carlisle AT 489 XL #560480</td>
<td>102.00</td>
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<td>25</td>
<td>26X9-12 NHS, SAWS #36638</td>
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<td>Carlisle AT 489XL #560460</td>
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<td>26</td>
<td>26X10-12 NHS, SAWS #36639</td>
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<td>Carlisle ACT Radial ATV #560442</td>
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<td>27</td>
<td>300X15-20 NHS, SAWS #32114</td>
<td>15 ea.</td>
<td>Deestone D301 IND LUG IT #DS6049</td>
<td>356.00</td>
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<tr>
<td>28</td>
<td>ST175/80R13 HWY 8 Ply, SAWS #36640</td>
<td>10 ea.</td>
<td>Gladiator QR-25 ST #1942001831</td>
<td>60.00</td>
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<tr>
<td>29</td>
<td>ST205/75R14 HWY, 8 Ply</td>
<td>10 ea.</td>
<td>Gladiator QR-25 ST #1942002041</td>
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<td>30</td>
<td>ST205/75R15 HWY 8 Ply, SAWS #16813</td>
<td>20 ea.</td>
<td>Gladiator QR-25 ST #1942002052</td>
<td>70.00</td>
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<tr>
<td>31</td>
<td>ST215/75R17.5 HWY 16 Ply, SAWS #16383</td>
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<td>Bridgestone R184 #264695</td>
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<td>32</td>
<td>ST225/75R15 Hwy 8 Ply, SAWS #35997</td>
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<td>Gladiator QR-25 ST #19420002252</td>
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<td>33</td>
<td>ST235/80R16 HWY 16 Ply, SAWS #35999</td>
<td>10 ea.</td>
<td>Gladiator QR-25 ST #1942002863</td>
<td>120.00</td>
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UNIT PRICE
TOTAL
BRAND

630.00
31,500.00

1,283.00
19,245.00

850.00
8,500.00

2,701.00
21,600.00

102.00
1,020.00

104.00
1,040.00

124.00
1,240.00

356.00
5,340.00

50.00
500.00

60.00
600.00

70.00
1,400.00

80.00
800.00

120.00
1,200.00
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>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.</td>
<td>ST235/85R16 HWY 10 Ply, SAWS #1344</td>
<td>128.00</td>
<td>1,280.00</td>
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<td></td>
<td>Brand Name &amp; Number</td>
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<td>TOTAL (GROUP 4)</td>
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<td>TOTAL</td>
<td>235,397.00</td>
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**GROUP 5**  
TIRES AND ACCESSORIES, REPAIR AND SERVICE SPECIFICATIONS

<table>
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<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 Service Calls inside Anderson Loop 1604, SAWS #27128 (all equipment other than backhoes and front-end loaders)</td>
<td>45.00</td>
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<tr>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>12,500.00</td>
<td></td>
</tr>
<tr>
<td>600 ea. Valve stems (long) (all equipment other than backhoes and front-end loaders) (all requests regardless of type or size), SAWS #16844</td>
<td>4.00</td>
</tr>
<tr>
<td>2,400.00</td>
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<tr>
<td>500 Service calls inside Anderson Loop 1604 (heavy equipment: backhoes and front-end loaders only) SAWS #27127</td>
<td>50.00</td>
</tr>
<tr>
<td>25,000.00</td>
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</tr>
<tr>
<td>15 Service calls outside Anderson Loop 1604 (all equipment) SAWS #27126</td>
<td>45.00</td>
</tr>
<tr>
<td>675.00</td>
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<tr>
<td>400 Repairs (heavy equipment: backhoes and front-end loaders only), SAWS #27125</td>
<td>50.00</td>
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<td>20,000.00</td>
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<tr>
<td>300 Valve Stems (all heavy equipment regardless of type or size), SAWS #16836</td>
<td>7.00</td>
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<td>2,100.00</td>
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<tr>
<td>50 Overtime Service, SAWS #27124</td>
<td>50.00</td>
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<td>2,500.00</td>
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<tr>
<td>250 Fleet Check (6:45 @ 3930 E. Houston Street), SAWS #27123</td>
<td>50.00</td>
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<tr>
<td>12,500.00</td>
<td></td>
</tr>
<tr>
<td>250 Fleet Check (6:45 @ 6003 Wurzbach Rd.), SAWS #1127</td>
<td>35.00</td>
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<tr>
<td>8,750.00</td>
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<tr>
<td>250 Fleet Check (6:45 @ 13655 O'Conner Road), SAWS #16787</td>
<td>35.00</td>
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<tr>
<td>8,750.00</td>
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</tbody>
</table>

13-3120A
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL**

Annual Contract for

**FOR**

Tires & Tubes & Repair Services

**TIME & DATE**

(Date of Award through May 31, 2014)

3:00 p.m., March 29, 2013

## TABULATION OF BIDS

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Fleet Check (6:45 @ 515 Mission Road), SAWS #27123</td>
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<tr>
<td>13.</td>
<td>Additive alternate: (may or may not awarded) additional cost for fleet check (6:45 @ 3225 Valley Road DRWWTP), SAWS #1288</td>
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<tr>
<td>14.</td>
<td>Additive alternate: (may or may not awarded) additional cost for fleet check (6:45 at 2231 Hunt Lane) (MCWWTP)</td>
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<tr>
<td>15.</td>
<td>Boot (any size) SAWS #16800</td>
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<tr>
<td>16.</td>
<td>Boot (any heavy equipment), SAWS #30959</td>
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<tr>
<td>17.</td>
<td>Tire Pressure sensor (Ford) SAWS #36620</td>
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<tr>
<td>18.</td>
<td>Tire Pressure Sensor (GM), SAWS #36621</td>
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<tr>
<td>19.</td>
<td>Tire Pressure Sensor (Dodge) SAWS #36622</td>
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<td><strong>TOTAL (GROUP 5)</strong></td>
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<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
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<tr>
<td>20.</td>
<td><strong>TIRES DISPOSAL FEES</strong></td>
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<tr>
<td>21.</td>
<td>Disposal Fee - Small Vehicles, SAWS #30155</td>
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<tr>
<td>22.</td>
<td>Disposal Fee - Large Vehicles, SAWS #30156</td>
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<tr>
<td>23.</td>
<td>Disposal Fee - OTR Vehicles, SAWS #30960</td>
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<td><strong>TOTAL (GROUP 6)</strong></td>
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<td><strong>TOTAL GROUPS 1-6</strong></td>
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<table>
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<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>250</td>
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<td>100</td>
<td>5.00</td>
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<tr>
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<td>1,250.00</td>
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<tr>
<td>50</td>
<td>45.00</td>
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<td>2,250.00</td>
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<td>165,375.00</td>
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<td>1,250.00</td>
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<tr>
<td>250</td>
<td>20.00</td>
</tr>
<tr>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td>6,750.00</td>
</tr>
<tr>
<td></td>
<td>704,961.20</td>
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</table>
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**PROPOSAL** Annual Contract for Tires & Tubes & Repair Services  
**TIME & DATE** (Date of Award through May 31, 2014)  
3:00 p.m., March 29, 2013

**ITEM NO.** DESCRIPTION AND APPROXIMATE QUANTITY

| EXTENSION 1 | 704,961.20 |
| EXTENSION 2 | 704,961.20 |
| EXTENSION 3 | 704,961.20 |
| Terms | 1% |
| Delivery Days | 10 days |

**LOW BIDDER**

BID INVITATIONS MAILED TO AND/OR PICKED UP BY:

- A to Z Tire & Battery
- AAA Treadmasters
- Beasley Tire Service
- F&F Tire Sealant Mfr.
- O'Malley's Tire Sales
- Quality Tire Sale and Service

- Southern Tire Mart
- Specialty Tire & Service
- T&J Tire
- TCI Tire Centers
- Wingfoot Commercial Tire Sys

**SOFTovo**  
Southern Tire Mart, LLC  
529 Industrial Park Road  
Columbia, MS 30429  

**A to Z Tire & Battery, Inc.**  
P. O. Box 9138  
Amarillo, TX 79105-9138  

**Demandstar**  
**SAWS Website**
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: June 29, 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 San Antonio Water System’s (the “System”) financial participation in the development of infrastructure through oversizing or impact fee credits, and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of four tracts, which total 220.21 acres; 1,136 water Equivalent Dwelling Units (EDUs); and 1,133 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 Live Oak Industrial Park 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 14 EDUs of water and 16 EDUs of wastewater services.

- The Gombert Tract is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and inside the wastewater CCN. The USA provides 600 EDUs of water and 600 EDUs of wastewater services and consists of oversized infrastructure.

- The Morton–Judson Properties Tract is located within the City of San Antonio Limits, inside the System’s water CCN and outside the wastewater CCN. The USA provides 515 EDUs of water and 515 EDUs of wastewater services.
The Stone Oak Offices Tract is located outside the City of San Antonio Limits, outside the System’s water CCN and inside the wastewater CCN. The USA provides 7 EDUs of water and 2 EDUs of wastewater services.

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>
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<tbody>
<tr>
<td>1</td>
<td>Live Oak Industrial Park Tract</td>
<td>GGCA Lookout, LP</td>
<td>12.521</td>
<td>14</td>
<td>16</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>Gombert Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>132.87</td>
<td>600</td>
<td>600</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
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<tr>
<td>3</td>
<td>Morton-Judson Properties Tract</td>
<td>Judith N. Morton</td>
<td>53.1</td>
<td>515</td>
<td>515</td>
<td>COSA</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
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<tr>
<td>4</td>
<td>Stone Oak Offices Tract</td>
<td>Blustreek Partners, LLC</td>
<td>1.714</td>
<td>7</td>
<td>2</td>
<td>COSA</td>
<td>INSIDE</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
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<tr>
<td></td>
<td>Totals</td>
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<td>200.21</td>
<td>1,136</td>
<td>1,133</td>
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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

**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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<tbody>
<tr>
<td>1</td>
<td>Live Oak Industrial Park Tract</td>
<td>$66,878.00</td>
<td>$36,080.00</td>
<td>$102,958.00</td>
</tr>
<tr>
<td>2</td>
<td>Gombert Tract</td>
<td>$2,916,600.00</td>
<td>$1,983,600.00</td>
<td>$4,900,200.00</td>
</tr>
<tr>
<td>3</td>
<td>Morton-Judson Properties Tract</td>
<td>$2,460,155.00</td>
<td>$1,161,325.00</td>
<td>$3,621,480.00</td>
</tr>
<tr>
<td>4</td>
<td>Stone Oak Offices Tract</td>
<td>$33,439.00</td>
<td>$6,612.00</td>
<td>$40,051.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$5,477,072.00</strong></td>
<td><strong>$3,187,617.00</strong></td>
<td><strong>$8,664,689.00</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>2</td>
<td>Gombert Tract 12-inch Water</td>
<td>$277,300</td>
<td>$221,900</td>
<td>$499,200</td>
<td>44.44%</td>
<td>55.56%</td>
</tr>
<tr>
<td>2</td>
<td>Gombert Tract 21-Inch Wastewater</td>
<td>$276,900</td>
<td>$78,000</td>
<td>$354,900</td>
<td>21.98%</td>
<td>78.02%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$554,200</strong></td>
<td><strong>$299,900</strong></td>
<td><strong>$854,100</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Utility Service Agreement to the Specified Tract Requiring Oversizing
And/or Outside the System’s Water and/or Wastewater CCN

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 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>Live Oak Industrial Park Tract</td>
<td>GGCA Lookout, LP</td>
<td>Colin Armstrong</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
<td>9</td>
<td>12.52</td>
<td>14</td>
<td>16</td>
<td>Beitel Creek - Salado Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>2</td>
<td>Gombert Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>Emiliano Guererro</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>12</td>
<td>132.87</td>
<td>600</td>
<td>600</td>
<td>Lewis Creek - Salado Creek and Headwater Leon Creek</td>
<td>OVR</td>
</tr>
<tr>
<td>3</td>
<td>Morton-Judson Properties Tract</td>
<td>Judith N. Morton</td>
<td>Judith N. Morton</td>
<td>COSA</td>
<td>OUTSIDE</td>
<td>9</td>
<td>53.1</td>
<td>515</td>
<td>515</td>
<td>Salitrillo Creek - Martinez Creek &amp; Beitel Creek - Salado Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>4</td>
<td>Stone Oak Offices Tract</td>
<td>Blustreek Partners, LLC</td>
<td>Louis Debonopaula</td>
<td>COSA</td>
<td>INSIDE</td>
<td>11A</td>
<td>1.714</td>
<td>7</td>
<td>2</td>
<td>Mud Creek</td>
<td>CCN</td>
</tr>
</tbody>
</table>

**Acronyms:**

- **EARZ** = Edwards Aquifer Recharge Zone
- **CZ** = Edwards Aquifer Contributing Zone
- **CoSA** = City of San Antonio limits
- **OVR** = Oversizing
- **WW** = Wastewater
- **ETJ** – Extraterritorial Jurisdiction
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 OVERSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM’S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENTS IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Developer Customers, specified in the table below, have requested the San Antonio Water System (the “System”) to provide water and/or wastewater service(s), and have satisfied the requirements of the Board’s Regulations for Developer Customers Applicant; and

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>WEDUs</th>
<th>WWEDUs</th>
<th>CoSA/CoSA</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>Live Oak Industrial Park Tract</td>
<td>GGCA Logistics, LP</td>
<td>12.521</td>
<td>14</td>
<td>16</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>Gombert Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>132.87</td>
<td>600</td>
<td>600</td>
<td>COSA</td>
<td>ETJ</td>
<td>INSIDE</td>
<td>OVR</td>
<td>INSIDE</td>
</tr>
<tr>
<td>3</td>
<td>Morton-Judson Properties Tract</td>
<td>Judith N. Morton</td>
<td>53.1</td>
<td>515</td>
<td>515</td>
<td>COSA</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>4</td>
<td>Stone Oak Offices Tract</td>
<td>Blustreek Partners, LLC</td>
<td>1.714</td>
<td>7</td>
<td>2</td>
<td>COSA</td>
<td>INSIDE</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>INSIDE</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 29th day of June, 2017.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachment
1. Project Site Maps
Entire Tract:
- Within Camp Bullis Awareness Zone
- Over the Edwards Aquifer Contributing Zone

Gomber Tract
- 600 Water EDUs
- 600 Sewer EDUs
- 132.87 Acres
- USA-14510

Legend:
- Existing Gravity Main
- USA Tract
- Parcels Update
- CIP MP Sewer

Project Location

San Antonio Water System

Attachment III:
USA-14410
"Gomber" Tract
Proposed Sewer Infrastructure Map
132.87 Acres
Entire Tract:
- Within Camp Bullis Awareness Zone
- Over the Edwards Aquifer Contributing Zone

Gombert Tract
600 Water EDUs
600 Sewer EDUs
132.87 Acres
USA-14510

May connect up to 150 EDUs of capacity to combination of proposed 8-inch main and existing 8-inch main

May connect up to 450 EDUs of capacity to proposed 8-inch main

Bluffs of Lost Creek

Legend
- Existing Force Main
- Existing Sewer Main
- USA Tract
- Parcels Update
- Proposed Sewer Main
- Military Bases
- Existing Lift Station

Project Location
TO: San Antonio Water System Board of Trustees
FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE 2017 EDWARDS AQUIFER RECHARGE ZONE (EARZ) CURED IN PLACE PIPE (CIPP) CONSTRUCTION CONTRACT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,268,162.00 to Texas Pride Utilities, LLC, a non-local, non-SMWVB firm, in connection with the 2017 Edwards Aquifer Recharge Zone (EARZ) Cured in Place Pipe (CIPP) Construction Contract.

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

- This contract will be used to remediate sewer mains that have been identified by the System’s Operations Department as in need of rehabilitation including areas within the EARZ. The sewer mains will be rehabilitated using CIPP method.

- This contract is specified and will be for the rehabilitation of approximately 3,125 feet of pipe ranging from 8-inch to 33-inch in diameter, and associated manholes and laterals.

- Texas Pride Utilities, LLC, has submitted the low responsible bid of $1,268,162.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Programs. This project is included in the Wastewater Core Business budget line item. The amount is $1,268,162.00 for wastewater related construction work under job number 17-4536.
SUPPLEMENTARY COMMENTS:

The bid proposal and specifications for this project were prepared by Merrick & Company. The engineer’s estimated construction cost for this project is $1,289,450.00 and the contractor’s construction cost is $1,268,162.00. The difference is 1.65 percent.

This contract has 150 calendar days for construction completion.

A bid opening was held on June 12, 2017 at 10:00AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Pride Utilities, LLC*</td>
<td>$1,268,162.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,289,450.23</td>
<td></td>
</tr>
<tr>
<td>IPR South Central LLC</td>
<td>$1,704,348.00</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Layne Inliner, LLC</td>
<td>$1,927,445.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$2,135,737.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>SAK Construction, LLC</td>
<td>$2,269,963.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder
Award of Construction Contract
2017 Edwards Aquifer Recharge Zone (EARZ) Cured In Place Pipe (CIPP)
Construction Contract

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF TEXAS PRIDE UTILITIES, LLC, IN THE AMOUNT OF $1,268,162.00 IN CONNECTION WITH THE 2017 EDWARDS AQUIFER RECHARGE ZONE (EARZ) CURED IN PLACE PIPE (CIPP) CONSTRUCTION CONTRACT; AWARDING A CONSTRUCTION CONTRACT TO TEXAS PRIDE UTILITIES, LLC, IN THE AMOUNT OF $1,268,162.00 FOR THE PROJECT WORK; APPROVING EXPENDITURES AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,268,162.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH TEXAS PRIDE UTILITIES, LLC, AND TO PAY TEXAS PRIDE UTILITIES, LLC, AN AMOUNT NOT TO EXCEED $1,268,162.00 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 contract is specified and will be for the rehabilitation of approximately 3,125 feet of pipe ranging from 8-inch to 33-inch in diameter, and associated manholes and laterals; and

WHEREAS, work shall include but not be limited to the installation of all applicable appurtenances for the complete function of the wastewater mains; and

WHEREAS, this contract may be used to rehabilitate wastewater mains that have been identified by the San Antonio Water System’s (the “System”) Operations Department as in need of rehabilitation; and

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

WHEREAS, Texas Pride Utilities, LLC, a non-local, non-SMWVB firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $1,268,162.00 for the project work; and

WHEREAS, System funds in the amount of $1,268,162.00 are required for the project work; and
WHEREAS, the total amount of $1,268,162.00 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of Texas Pride Utilities, LLC, in the amount of $1,268,162.00 for the project work in connection with the 2017 Edwards Aquifer Recharge Zone (EARZ) Cured In Place Pipe (CIPP) Construction Contract, (ii) to award a construction contract to Texas Pride Utilities, LLC, in the amount $1,268,162.00 for the project work, (iii) to approve a total expenditure and make available an amount not to exceed $1,268,162.00 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 Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC, an amount not to exceed $1,268,162.00 for the project work; now, therefore:

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

1. That the bid of Texas Pride Utilities, LLC, in the amount of $1,268,162.00 for the project work in connection with the 2017 Edwards Aquifer Recharge Zone (EARZ) Cured In Place Pipe (CIPP) Construction Contract is hereby accepted.

2. That a construction contract in the amount of $1,268,162.00 for the project work is hereby awarded to Texas Pride Utilities, LLC.

3. That a total sum not to exceed $1,268,162.00 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 Texas Pride Utilities, LLC and to pay Texas Pride Utilities, LLC an amount not to exceed $1,268,162.00 for the project work in connection with the 2017 Edwards Aquifer Recharge Zone (EARZ) Cured In Place Pipe (CIPP) Construction Contract.

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 29th day of June, 2017

Berto Guerra, Jr., Chairman

ATTEST:

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

TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: RATIFICATION OF CHANGE ORDER NO. 1 IN CONNECTION WITH THE FLORES 24-INCH REHAB PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving Change Order No. 1 in the amount of $198,784.08. It amends Resolution 17-070 by approving additional funds in the total amount of $198,784.08 payable to Atlas Construction, Inc., in connection with the Flores 24-inch Rehab Project. This project is located in Council District 5.

- The change order to the contract that is the subject of the attached resolution will authorize work that is required by Section V. B. Early Action Program of the Consent Decree between the San Antonio Water System (the “System”), the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013

- The Flores 24-inch Rehab Project involves the construction of approximately 1,252 feet via open cut, 212 feet of jack and bore of 24-inch diameter sewer pipes, associated manhole replacement and rehabilitation. Design for this project was done by Merrick & Company.

- On March 7, 2017, the System’s Board of Trustees, through Resolution No. 17-070, authorized a construction contract with Atlas Construction, Inc., in the total amount of $1,379,899.00 in connection with the project.

- During construction it was determined two AT&T fiber optic conduits were found within the proposed sewer bore location. After review of several alternatives, it was decided by Engineering that the main be installed as designed and the System would compensate for the extra work efforts required for the installation of 244 feet of 36-inch boring. The System will recover the appropriate compensation from the consultant if applicable.

- Negotiations between the System and the Contractor have resulted in Change Order No. 1 in the lump sum amount not to exceed $198,784.08.

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

The Project Fund will finance this additional expenditure included in the CY 2017 Capital Improvement Program. This project is included in the Wastewater Core Business, Main Replacement category. Funds will be transferred from the Owner Controlled Construction Changes budget. The amount is $198,784.08 for wastewater related construction work under job number 14-4657.

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 17-070)</td>
<td>$1,379,899.00</td>
</tr>
<tr>
<td>Proposed Change Order No. 1</td>
<td>198,784.08</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$1,578,683.08</td>
</tr>
</tbody>
</table>

The revised contract amount for the project work as a result of Change Order No.1 is $1,578,683.08, which represents an increase of 14.40 percent to the original amount.

Gail A. Hamrick-Pigg, P.E.  
Director  
 Pipelines  

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

APPROVED:

Robert R. Puente  
President/Chief Executive Officer  

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF ENGINEERING AND CONSTRUCTION IN APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF $198,784.08 IN CONNECTION WITH THE FLORES 24-INCH REHAB PROJECT; AMENDING RESOLUTION 17-070 BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $198,784.08 PAYABLE TO ATLAS CONSTRUCTION, INC. IN CONNECTION WITH THE PROJECT WORK; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $198,784.08, BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY ATLAS CONSTRUCTION, INC., AN ADDITIONAL AMOUNT NOT TO EXCEED $198,784.08 FOR ADDITIONAL 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 Flores 24-inch Rehab Project was identified in the Comprehensive Wastewater Master Plan developed by the San Antonio Water System’s (the “System”) Master Planning Division to repair or replace mains due to condition; and

WHEREAS, the Flores 24-inch Rehab Project involves the construction of 1,252 feet via open cut, 212 feet of jack and bore of 24-inch diameter sewer pipes, associated manhole replacement and rehabilitation; and

WHEREAS, on March 7, 2017, the System’s Board of Trustees, through Resolution No. 17-070, authorized a construction contract with Atlas Construction, Inc., in the total amount of $1,379,899.00 in connection with the project; and

WHEREAS, during construction it was determined that two AT&T fiber optic conduits were found within the proposed sewer bore location; and

WHEREAS, after review of several alternatives, it was decided by Engineering that the main be installed as designed and the System would compensate for the extra work efforts required for the installation of 244 feet of 36-inch boring; and
WHEREAS, negotiations between the System and the Contractor have resulted in Change Order No. 1, in the lump sum amount not to exceed $198,784.08, to cover the costs related to the additional work for the bore; and

WHEREAS, funds are available in the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to ratify the actions of the Vice President of Engineering and Construction in approving Change Order No. 1 in the amount of $198,784.08 in connection with the Flores 24-inch Rehab Project, (ii) to amend Resolution 17-070 by approving an additional amount not to exceed $198,784.08 payable to Atlas Construction, Inc. for additional construction expenses in connection with the Flores 24-inch Rehab Project, (iii) to approve an additional amount not to exceed $198,784.08 be made available and expended from the System’s Project Fund, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 1, and to pay Atlas Construction, Inc., an amount not to exceed $198,784.08 for the additional project work; now, therefore:

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

1. That the actions of the Vice President of Engineering and Construction in approving Change Order No. 1 in the amount of $198,784.08 for the additional project work in connection with the Flores 24-inch Rehab Project are hereby ratified.

2. That Resolution 17-070 is hereby amended by increasing the amount approved for payment to Atlas Construction, Inc. for additional construction expenses in connection with the Flores 24-inch Rehab Project by $198,784.08 to an amended authorization of $1,578,683.08.

3. That an additional sum not to exceed $198,784.08 for additional construction expenses 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 Change Order No. 1, and to pay Atlas Construction, Inc. an amount not to exceed $198,784.08 for the additional project work.

5. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that 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 29th day of June, 2017

    Berto Guerra, Jr., Chairman

    ATTEST:

    ____________________________
    Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 10

TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: RATIFICATION OF THE APPROVAL OF THE EXPENDITURE OF FUNDS FOR A UTILITY ADJUSTMENT FEE IN CONNECTION WITH THE W-6: WESTERN WATERSHED SEWER RELIEF LINE (P-3 AND P-4 - MIDDLE SEGMENT) PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving expenditure of funds in an amount not to exceed $133,432.05 payable to CPS Energy in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project.

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

- W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project is a priority outfall improvement that will replace approximately 1.7 miles of existing 54-inch sanitary sewer main with a 90-inch sewer main along Leon Creek from Quintana Road to SW Military.

- In order to construct the 90-inch sanitary sewer main it is necessary to make a utility adjustment of a 20-inch gas line in order to accommodate the installation of the proposed 90-inch sanitary sewer main.

- CPS Energy has provided a cost of $133,432.05 for the adjustment of the gas main, to include design and construction.

- Funds in the amount of $133,432.05 are needed to be paid to CPS Energy to perform this adjustment.

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

The Project Fund will finance this expenditure, job number 15-4504. This project is included in the 2017 Capital Improvement Program, Wastewater core business, Main Replacement category, W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project budget line item. The total amount requested for completion of the CPS Energy gas adjustment is $133,432.05.

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:

1. Project Area Map
2. Project Site Map
WESTERN WATERSHED SEWER RELIEF LINE
P-3 and P-4 - MIDDLE SEGMENT

PROJECT 3

PROJECT 4
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF ENGINEERING AND CONSTRUCTION IN APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $133,432.05 TO CPS ENERGY IN CONNECTION WITH THE W-6: WESTERN WATERSHED SEWER RELIEF LINE (P-3 AND P-4 - MIDDLE SEGMENT) PROJECT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGEE TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $133,432.05; 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 (“System”) is undertaking to construct wastewater facilities for the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project as part of its Capital Improvement Program; and

WHEREAS, this project includes the construction of approximately 1.7 miles of 90-inch sanitary sewer main; and

WHEREAS, in order to construct the 90-inch sanitary sewer main it is necessary to make a utility adjustment of a 20-inch gas line in order to accommodate the installation of the proposed 90-inch sanitary sewer main; and

WHEREAS, CPS Energy has provided a cost of $133,432.05 for the adjustment of the gas main, to include design and construction; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to ratify the actions of the Vice President of Engineering and Construction in approving expenditure of funds in an amount not to exceed $133,432.05 in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to expend funds in an amount not to exceed $133,432.05, for the utility adjustment fee in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project; now, therefore:

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

1. That the actions of the Vice President of Engineering and Construction in approving expenditure of funds in an amount not to exceed $133,432.05 to CPS energy in connection with
the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project are hereby ratified.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to expend funds in an amount not to exceed $133,432.05 for the utility adjustment fee in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 - Middle Segment) Project.

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 29th day of June, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. __11__

TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: RATIFICATION OF CHANGE ORDER NO. 11 IN CONNECTION WITH THE C_5 CULEBRA - CASTROVILLE TO LAREDO AND C_28 ZARZAMORA CREEK - SAN GABRIEL TO NW 23RD STREET - PHASE 1A PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving Change Order No. 11 in the amount of $254,983.10. It further amends Resolution 15-299 as previously amended by Resolution Nos. 16-264 and 17-106, by approving additional funds in the total amount of $254,983.10 payable to Spiess Construction Co., Inc., a non-local, SBE contractor, in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street - Phase 1A. This project is located in Council District 5.

- The change order to the contract that is the subject of the attached resolution will authorize work that is required by Section V. B. Early Action Program of the Consent Decree between the San Antonio Water System (the “System”), the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- The C_5 Culebra – Castroville to Laredo and C_28 Zarzamora Creek – San Gabriel to NW 23rd Street project is being constructed in multiple phases: Phase 1A, 1B, 2, and 3. The project consists of approximately 26,000 feet of 12-inch to 42-inch wastewater mains for the Central Basin along Apache Creek and Bandera Branch Tributary between South San Jacinto Street and Culebra Road and approximately 6,000 feet of 15-inch to 21-inch wastewater mains along West Houston, Landa Avenue and Zarzamora Creek from Northwest 23rd Street to North San Gabriel.

- This project was identified in the Comprehensive Wastewater Master Plan development by the System’s Master Planning Division. This project will replace sewer pipe which is in poor condition and requires additional capacity.

- Phase 1A includes the replacement and upsize of approximately 8,400 feet of 8-inch to 42-inch sewer mains and approximately 2,700 feet of 6-inch to 16-inch water mains along S. Laredo Street from S. Jacinto Street to Agatha, and northward through the Cassiano Homes parallel to Apache Creek.
On December 1, 2015, the System’s Board of Trustees, through Resolution No. 15-299, authorized a construction contract with Spiess Construction Co., Inc., in the amount of $5,878,431.00 in connection with the project and further authorized $294,000.00 for additional project work.

Change Order Nos. 1 through 6 and 9, previously approved, did not require Board approval.

Change Order Nos. 7 and 8 were previously approved by Resolution 16-264.

Change Order No. 10 was previously approved by Resolution 17-109.

During construction, at the most downstream location of the project, where the new 42-inch sewer main was planned to be tied onto the existing 42-inch sewer main, it was discovered that the existing pipe elevation was higher than the elevation shown on the plans. As a resolution, an additional 240 feet of new 42-inch sewer main will need to be installed downstream of the planned tie-in so the new pipeline will have enough slope to meet minimum flow velocities. The System will recover the appropriate compensation from the consultant if applicable.

Change Order No. 11, in a total amount not to exceed $254,983.10, provides for the costs associated with the additional pipe installation.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this additional expenditure included in the CY 2015 Capital Improvement Program. This project is included in the Wastewater Core Business budget, Main Replacement category. The amount is $254,983.10 for Change Order No. 11 and funds will be transferred from the 2017 Owner Controlled Construction Changes line item. The job number is 14-4507.

The revised authorization for this project is as follows:

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<tr>
<th>Contract:</th>
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</thead>
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<tr>
<td>Original Contract Amount (Resolution No. 15-299)</td>
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<tr>
<td>Change Order Nos. 1 through 10</td>
<td>526,590.84</td>
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<td>Proposed Change Order No. 11</td>
<td>254,983.10</td>
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<td>Revised Contract Amount</td>
<td>$6,660,004.94</td>
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The new contract amount for the System's work as a result of this change order is $6,660,004.94, which represents an increase of 13.30 percent to the original amount.

SUPPLEMENTARY COMMENTS:

The original completion date for this contract is February 28, 2017. As a result of the previous change orders and this change order, which adds a total of 147 days, the contract has been extended for a new completion date of July 25, 2017.

Gail A. Hamrick-Pigg, 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 AMENDING RESOLUTION NO. 15-299 AS PREVIOUSLY AMENDED BY RESOLUTION NOS. 16-264 AND 17-106, BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $254,983.10 PAYABLE TO SPIESS CONSTRUCTION CO., INC., IN CONNECTION WITH THE C_5 CULEBRA - CASTROVILLE TO LAREDO AND C_28 ZARZAMORA CREEK - SAN GABRIEL TO NW 23RD STREET - PHASE 1A PROJECT; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $254,983.10 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR ADDITIONAL PROJECT WORK; RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF ENGINEERING AND CONSTRUCTION IN APPROVING CHANGE ORDER NO. 11 IN THE TOTAL AMOUNT OF $254,983.10; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY SPIESS CONSTRUCTION CO., INC., AN ADDITIONAL AMOUNT NOT TO EXCEED $254,983.10 FOR ADDITIONAL 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 C_5 Culebra – Castroville to Laredo and C_28 Zarzamora Creek – San Gabriel to NW 23rd Street – Phase 1A Project (the “Project”) was identified in the Comprehensive Wastewater Master Plan developed by the San Antonio Water System’s (the “System”) Master Planning Division to repair or replace mains in poor condition due to deterioration and require additional capacity; and

WHEREAS, the Project includes the construction of approximately 8,400 feet of 8-inch to 42-inch sewer mains along Laredo Street from South San Jacinto to St. Agatha, and northward through the Cassiano Homes parallel to Apache Creek and approximately 2,700 feet of 6-inch to 16-inch water mains along Laredo; and

WHEREAS, on December 1, 2015, the System’s Board of Trustees, through Resolution No. 15-299, authorized a construction contract with Spiess Construction Co., Inc., in the amount of $5,878,431.00 in connection with the project and further authorized $294,000.00 for additional project work; and

WHEREAS, it was determined, during construction, the elevation of the existing 42-inch sewer main, which the new 42-inch sewer main ties into, was at a high elevation than shown on the plans so an additional 240 feet of new 42-inch pipe will need to be installed downstream so the new pipeline will have enough slope to meet minimum flow velocities; and
WHEREAS, negotiations between the System and Spiess Construction Co., Inc. resulted in a cost of $254,983.10 for Change Order No. 11 for the additional project work; and

WHEREAS, additional System funds in an amount not to exceed $254,983.10 are required in connection with the project work; and

WHEREAS, funds are available in the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend Resolution No. 15-299 as previously amended by Resolution Nos. 16-264 and 17-106, by approving the expenditure of an additional amount not to exceed $254,983.10 payable to Spiess Construction Co., Inc., in connection with the C_5 Culebra – Castroville to Laredo and C_28 Zarzamora Creek – San Gabriel to NW 23rd Street – Phase 1A Project, (ii) to expend an additional sum not to exceed $254,983.10 from the System’s Project Fund for additional project work, (iii) to ratify the action of the Vice President of Engineering and Construction in approving Change Order No. 11 in the amount of $254,983.10 for the additional project work, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an additional amount not to exceed $254,983.10 to Spiess Construction Co., Inc., for additional project work; now, therefore:

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

1. That Resolution No. 15-299 as previously amended by Resolution Nos. 16-264 and 17-106, is hereby amended by authorizing additional funds in the amount not to exceed $254,983.10 payable to Spiess Construction Co., Inc., in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street - Phase 1A Project.

2. That an additional sum not to exceed $254,983.10 is hereby made available and is to be expended from the System’s Project Fund.

3. That the actions of the Vice President of Engineering and Construction in approving Change Order No. 11 in the amount of $254,983.10 for the additional project work in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street - Phase 1A Project are hereby ratified.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay Spiess Construction Co., Inc. an additional amount not to exceed $254,983.10 for additional project work in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street - Phase 1A 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 29th day of June, 2017.

____________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 1 IN CONNECTION WITH THE 2015 OPEN CUT SANITARY SEWER CONSTRUCTION PACKAGE I

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 1 in the decreased amount of $524,519.02 to be credited to the construction contract with San Antonio Constructors, Ltd., a local, SBE contractor, in connection with the 2015 Open Cut Sanitary Sewer Construction Package I. It further returns $524,519.02 to the Project Fund and closes the contract.

- On September 1, 2015, by Resolution No. 15-188, the San Antonio Water System’s Board of Trustees ratified the actions of the Vice President of Engineering and Construction in approving the construction contract in the amount of $1,683,744.00 to San Antonio Constructors, Ltd..

- 2015 Open Cut Sanitary Sewer Construction Package I included the replacement of approximately one mile of eight through 16-inch sewer mains.

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

- Change Order No. 1 recapitulates the construction contract quantities in the decreased amount of $524,519.02 to the Project Fund and closes the contract.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

This is a capital improvement expenditure that was included in the CY 2015 Capital Improvement Program, Wastewater Core Business category, the 2015 Open Cut Sanitary Sewer Construction Package I under job number 15-4801.

The authorizations for this project are as follows:
Approval of Recapitulation Change Order No. 1
2015 Open Cut Sanitary Sewer Construction Package 1

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<tr>
<td>(Resolution No. 15-188)</td>
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<tr>
<td>Proposed Recapitulation Change</td>
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<td>Order No. 1</td>
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<td>Revised Contract Amount:</td>
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<td>Total Remaining Balance Returned</td>
<td>$524,519.02</td>
</tr>
</tbody>
</table>

**SUPPLEMENTARY COMMENTS:**

Change Order No. 1 reflects a 31.15 percent decrease in the original contract cost for the project.

Gail Hamrick-Pigg, 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 RECAPITULATION CHANGE ORDER NO. 1 IN THE DECREASED AMOUNT OF $524,519.02 TO THE CONSTRUCTION CONTRACT WITH SAN ANTONIO CONSTRUCTORS, LTD., IN CONNECTION WITH THE 2015 OPEN CUT SANITARY SEWER CONSTRUCTION PACKAGE I; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $524,519.02 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 1 AND CLOSE THE CONTRACT WITH SAN ANTONIO CONSTRUCTORS, LTD.; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) has completed the project work under the 2015 Open Cut Sanitary Sewer Construction Package I as part of its Capital Improvement Program; and

WHEREAS, funds in the amount of $1,683,744.00 for the construction contract with San Antonio Constructors, Ltd., for the project by Resolution 15-188, adopted September 1, 2015; and

WHEREAS, the 2015 Open Cut Sanitary Sewer Construction Package I included the replacement of approximately one mile of eight through 16-inch sewer mains; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 1 recapitulates the construction contract quantities in the decreased amount of $524,519.02; and

WHEREAS, funds in the amount of $524,519.02 are to be returned to the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Recapitulation Change Order No. 1 in the decreased amount of $524,519.02 in connection with the 2015 Open Cut Sanitary Sewer Construction Package I, (ii) to return the amount of $524,519.02 to the System’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Recapitulation Change Order No. 1 and to close the contract; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Recapitulation Change Order No. 1 in the decreased amount of $524,519.02 in connection with the 2015 Open Cut Sanitary Sewer Construction Package I is hereby approved.

2. That the amount of $524,519.02 is hereby returned to the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 1 to the construction contract between the System and San Antonio Constructors, Ltd., in connection with the 2015 Open Cut Sanitary Sewer Construction Package I and to close the contract.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 29th day of June, 2017.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees
FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 8 IN CONNECTION WITH THE 2011 ANNUAL OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 8 in the decreased amount of $223,870.71 to be credited to the construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., a local, MBE-Hispanic owned firm, in connection with the 2011 Annual Open Cut Water Work Order Construction Contract. It further returns the construction contingency funds in the amount of $48,439.55 for a total amount of $272,310.26 to the Project Fund and closes the contract.

- The 2011 Annual Open Cut Water Work Order Construction Contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., in the amount of $925,530.00 was authorized by Resolution No. 11-323 on November 1, 2011. Funds in the amount of $72,000.00 were authorized for construction contingency.

- The 2011 Annual Open Cut Water Work Order Construction Contract was used to make emergency repairs of any unforeseen water line failures identified by the San Antonio Water System’s Operations Department that must be repaired on an expedited basis. This contract allows construction projects to be assigned as soon as they are identified and designed, thereby avoiding delays associated with the conventional bid process for individual projects.

- Change Order No. 8 recapitulates the construction contract quantities in the decreased amount of $223,870.71. It further returns the remaining construction contingency funds in the amount of $48,439.55 for a total amount of $272,310.26 to the Project Fund and closes the contract.

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

The authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount Authorized (Resolution No. 11-323)</td>
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<td>$223,870.71</td>
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<tr>
<td>Remaining Contingency Balance</td>
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<tr>
<td>Total Remaining Balance Returned</td>
<td>$272,310.26</td>
</tr>
</tbody>
</table>

Construction funds in the amount of $223,870.71 are being returned to the Project Fund. Construction contingency funds in the amount of $48,439.55 are also being returned to the Project Fund for a total of $272,310.26. The job number is 11-4003.

SUPPLEMENTARY COMMENTS:

Previous Change Order Nos. 1 through 7 and Recapitulation Change Order No. 8 reflect a 21.64 percent decrease to the original contract amount.

Gail Hamrick-Pigg, 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 RECAPITULATION CHANGE ORDER NO. 8 IN THE DECREASED AMOUNT OF $223,870.71 TO THE CONSTRUCTION CONTRACT WITH PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC., IN CONNECTION WITH THE 2011 ANNUAL OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $223,870.71 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $48,439.55 FOR A TOTAL AMOUNT OF $272,310.26 TO THE SYSTEM'S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 8 AND CLOSE THE CONTRACT WITH PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC.; 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 completed the project work under the 2011 Annual Open Cut Water Work Order Construction Contract as part of its Capital Improvement Program; and

WHEREAS, funds in the amount of $925,530.00 for the construction contract with Pronto Sandblasting & Coating & Oil Field Services Co., Inc., and $72,000.00 for construction contingency expenses were authorized for the project by Resolution 11-323, adopted November 1, 2011; and

WHEREAS, the 2011 Annual Open Cut Water Work Order Construction Contract made emergency repairs of any unforeseen water line failures identified by the System’s Operations Department that must be repaired on an expedited basis and work orders are issued for each individual project based on pre-defined items of work; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 8 recapitulates the construction contract quantities in the decreased amount of $223,870.71, and it further returns the remaining construction contingency funds in the amount of $48,439.55 for a total amount of $272,310.26; and
WHEREAS, funds in the amount of $272,310.26 are to be returned to the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Recapitulation Change Order No. 8 in the decreased amount of $223,870.71 in connection with the 2011 Annual Open Cut Water Work Order Construction Contract, (ii) to return the amount of $223,870.71 and the construction contingency balance of $48,439.55 for a total returned amount of $272,310.26 to the System’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Recapitulation Change Order No. 8 and to close the contract; now, therefore:

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

1. That Recapitulation Change Order No. 8 in the decreased amount of $223,870.71 in connection with the 2011 Annual Open Cut Water Work Order Construction Contract is hereby approved.

2. That the amount of $223,870.71 and the construction contingency balance of $48,439.55 for the total amount of $272,310.26 is hereby returned to the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 8 to the construction contract between the System and Pronto Sandblasting & Coating & Oil Field Services Co., Inc., in connection with the 2011 Annual Open Cut Water Work Order Construction Contract and to close the contract.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 29th day of June, 2017.

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Berto Guerra, Jr., Chairman
TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF Recapitulation Change ORDER NO. 8 IN CONNECTION WITH THE 2012 DSP OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 8 in the decreased amount of $174,943.15 to be credited to the construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., a local, MBE-Hispanic owned firm, in connection with the 2012 DSP Open Cut Water Work Order Construction Contract. It further returns the construction contingency funds in the amount of $137,142.08 for a total amount of $312,085.23 to the Project Fund and closes the contract.

- The 2012 DSP Open Cut Water Work Order Construction Contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., in the amount of $1,735,885.00 was authorized by Resolution No. 12-266 on May 1, 2012. Funds in the amount of $173,588.00 were authorized for construction contingency.

- The 2012 DSP Open Cut Water Work Order Construction Contract made emergency repairs of unforeseen water line failures identified by the San Antonio Water System’s Operations Department that must be repaired on an expedited basis. The contract included items for the District Special Project (DSP) to assist the DSP in any critical events. This contract allowed construction projects be assigned as soon as they were identified and designed, thereby avoiding delays associated with the conventional bid process for individual projects.

- Change Order No. 8 recapitulates the construction contract quantities in the decreased amount of $174,943.15. It further returns the remaining construction contingency funds in the amount of $137,142.08 for a total amount of $312,085.23 to the Project Fund and closes the contract.

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

The authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount Authorized (Resolution No. 12-266)</td>
<td>$1,735,885.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 7</td>
<td>36,445.92</td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 8</td>
<td>(174,943.15)</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$1,597,387.77</td>
</tr>
</tbody>
</table>

Construction funds in the amount of $174,943.15 are being returned to the Project Fund. Construction contingency funds in the amount of $137,142.08 are also being returned to the Project Fund for a total of $312,085.23. The job number is 12-7202.

SUPPLEMENTARY COMMENTS:

Previous Change Order Nos. 1 through 7 and Recapitulation Change Order No. 8 reflect a 7.98 percent decrease to the original contract amount.

Gail Hamrick-Pigg, 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 RECAPITULATION CHANGE ORDER NO. 8 IN THE DECREASED AMOUNT OF $174,943.15 TO THE CONSTRUCTION CONTRACT WITH PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC., IN CONNECTION WITH THE 2012 DSP OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $174,943.15 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $137,142.08 FOR A TOTAL AMOUNT OF $312,085.23 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 8 AND CLOSE THE CONTRACT WITH PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO., INC.; 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 completed the project work under the 2012 DSP Open Cut Water Work Order Construction Contract as part of its Capital Improvement Program and

WHEREAS, funds in the amount of $1,735,885.00 for the construction contract with Pronto Sandblasting & Coating & Oil Field Services Co., Inc., and $173,588.00 for construction contingency expenses were authorized for the project by Resolution 12-266, adopted May 1, 2012; and

WHEREAS, the 2012 DSP Open Cut Water Work Order Construction Contract made emergency repairs of any unforeseen water line failures identified by the System’s Operations Department that must be repaired on an expedited basis and work orders are issued for each individual project based on pre-defined items of work; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 8 recapitulates the construction contract quantities in the decreased amount of $174,943.15, and it further returns the remaining construction contingency funds in the amount of $137,142.08 for a total amount of $312,085.23; and
WHEREAS, funds in the amount of $312,085.23 are to be returned to the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Recapitulation Change Order No. 8 in the decreased amount of $174,943.15 in connection with the 2012 DSP Open Cut Water Work Order Construction Contract, (ii) to return the amount of $174,943.15 and the construction contingency balance of $137,142.08 for a total returned amount of $312,085.23 to the System’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Recapitulation Change Order No. 8 and to close the contract; now, therefore:

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

1. That Recapitulation Change Order No. 8 in the decreased amount of $174,943.15 in connection with the 2012 DSP Open Cut Water Work Order Construction Contract is hereby approved.

2. That the amount of $174,943.15 and the construction contingency balance of $137,142.08 for the total amount of $312,085.23 is hereby returned to the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 8 to the construction contract between the System and Pronto Sandblasting & Coating & Oil Field Services Co., Inc., in connection with the 2012 DSP Open Cut Water Work Order Construction Contract and to close the contract.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 29th day of June, 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: AWARD OF PROFESSIONAL SERVICES CONTRACT FOR HUNT LANE ELEVATED STORAGE TANK PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Brown & Gay Engineers, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $636,089.00 for Hunt Lane Elevated Storage Tank Project.

- The 2017 Capital Improvement Program includes the design of the Hunt Lane Elevated Storage Tank Project (the “project”) to replace the existing Loma Linda Tank located in the northwest part of San Antonio near Fredericksburg Road inside Loop 410.

- A preliminary engineering study of the existing Loma Linda Tank revealed that the cost of repair would be as expensive as replacement with a new tank; that the tank is 20 feet below the static elevation of Pressure Zone 4 under which it operates; and that it has high levels of lead in the paint. Also, it was determined by the 2008 Water Master Plan to move the new tank to western part of Pressure Zone 4.

- The project will provide for the installation of a new 1.5 million-gallon elevated water storage composite tank, located within a one acre site adjacent to the Medio Creek Water Recycling Center located in Southwest part of San Antonio. The project will include associated piping, approach main, site work, and the demolition of the existing one million-gallon Loma Linda tank.

- The engineering design services will include surveying, subsurface investigations, soil borings, geotechnical, structural and electrical engineering services, preparation of design plans and specifications, necessary permitting which may be required, demolition plans and assistance during construction including review of shop drawings and providing periodic field inspection.

- A Request for Qualifications was issued on December 6, 2016, for engineering services for this project and seven interest statements were received. Brown & Gay Engineers, Inc., a local, non-SMWVB firm, was selected through the System’s Architect/Engineer Committee Selection Process.
• Brown & Gay Engineers, Inc., will provide engineering services for a not to exceed amount of $636,089.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the 2017 Capital Improvement Program, Water Delivery Core Business, Production Category, Hunt Lane Elevated Storage Tank Project budget line item. The total amount is $636,089.00 under job number 17-6001.

**SUPPLEMENTARY COMMENTS:**

The seven firms that provided interest statements for this project are listed below:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown &amp; Gay Engineers, Inc.*</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Dunham Engineering, Inc.</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Garza EMC LLC</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>Local/MBE</td>
</tr>
<tr>
<td>River City Engineering</td>
<td>Non-Local/WBE</td>
</tr>
<tr>
<td>Tetra Tech, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm

Brown & Gay Engineers, Inc. proposed to use the following sub-consultants for services on this contract:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>PERCENT OF FEE</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arias &amp; Associates, Inc.</td>
<td>3.00%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Baer Engineering and Environmental Consulting, Inc.</td>
<td>2.00%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Gupta &amp; Associates, Inc.</td>
<td>8.00%</td>
<td>Non–Local /MBE–Asian</td>
</tr>
<tr>
<td>K. Friese &amp; Associates, Inc.</td>
<td>25.00%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>2.00%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Unintech Consulting Engineers, Inc.</td>
<td>8.00%</td>
<td>Local/WBE–Asian</td>
</tr>
<tr>
<td>V&amp;A Consulting Engineers, Inc.</td>
<td>2.00%</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

SMWVB participation for selected firm includes the following:
Hunt Lane Elevated Storage Tank

Brown & Gay Engineers, Inc.

<table>
<thead>
<tr>
<th>SMWVB ANALYSIS – BOARD AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE–African American</td>
</tr>
<tr>
<td>MBE–Asian</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
</tr>
<tr>
<td>MBE–Other</td>
</tr>
<tr>
<td>WBE–Minority</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>

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

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachment:
1. Project Area Map
2. Project Site Map I
3. Project Site Map II
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO BROWN & GAY ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED $636,089.00 IN CONNECTION WITH HUNT LANE ELEVATED STORAGE TANK PROJECT; APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $636,089.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BROWN & GAY ENGINEERS, INC., AND TO PAY BROWN & GAY ENGINEERS, INC., AN AMOUNT NOT TO EXCEED $636,089.00 FOR THE PROJECT ENGINEERING 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 design of the Hunt Lane Elevated Storage Tank Project (the “project”) to replace the existing Loma Linda Tank that is located in the northwest part of San Antonio near Fredericksburg Road inside Loop 410; and

WHEREAS, a preliminary engineering study of the existing Loma Linda Tank revealed that the cost of repair would be as expensive as replacement with a new tank, that the tank is 20 feet below the static elevation of Pressure Zone 4 under which it operates and that it has high levels of lead in the paint; and

WHEREAS, also, it was determined by the 2008 Water Master Plan to move the new tank to western part of Pressure Zone 4; and

WHEREAS, the project will provide for the installation of a new 1.5 million-gallon elevated water storage composite tank, located within a one acre site adjacent to the Medio Creek Water Recycling Center located along Hunt Lane in Southwest part of San Antonio; and

WHEREAS, the project will include associated piping, approach main, site work, and the demolition of the existing one million-gallon Loma Linda tank; and

WHEREAS, the engineering design services will include surveying, subsurface investigations, soil borings, geotechnical, structural and electrical engineering services,
preparation of design plans and specifications, necessary permitting which may be required, demolition plans and assistance during construction including review of shop drawings and providing periodic field inspection; and

WHEREAS, the San Antonio Water System (the “System”) requires professional engineering services for the design in connection with such projects (the “project engineering work”); and

WHEREAS, the System has solicited proposals for the required project engineering work in connection with the project; and

WHEREAS, the System’s Architect and Engineer selection committee has selected Brown & Gay Engineers, Inc., to provide the necessary project engineering work for the project; and

WHEREAS, Brown & Gay Engineers, Inc., is deemed to be the most highly qualified provider of these engineering services on the basis of demonstrated competence and qualifications and at a fair and reasonable price; and

WHEREAS, Brown & Gay Engineers, Inc., has submitted a proposal in an amount not to exceed $636,089.00 to provide the required project engineering work for the project; and

WHEREAS, System funds in an amount not to exceed $636,089.00 are required for the project engineering work; and

WHEREAS, the required amount not to exceed $636,089.00 is available from the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the proposal of Brown & Gay Engineers, Inc., in an amount not to exceed $636,089.00 for the project engineering work in connection with the Hunt Lane Elevated Storage Tank Project, (ii) to award a professional services contract to Brown & Gay Engineers, Inc., in an amount not to exceed $636,089.00 for the project engineering work in connection with Hunt Lane Elevated Storage Tank Project, (iii) to authorize the expenditure of System funds in an amount not to exceed $636,089.00 for the project engineering work, (iv) to make available for the project engineering work an amount not to exceed $636,089.00 from the System's Project Fund, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a standard professional services contract with Brown & Gay Engineers, Inc., for the project engineering work and further to make payment in a total amount not to exceed $636,089.00 to Brown & Gay Engineers, Inc., for the project engineering work in connection with this contract; now, therefore:

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

1. That the proposal of Brown & Gay Engineers, Inc., for the project engineering work in connection with the Hunt Lane Elevated Storage Tank Project is hereby accepted.
2. That a professional services contract in an amount not to exceed $636,089.00 is hereby awarded to Brown & Gay Engineers, Inc., for the project engineering work in connection with Hunt Lane Elevated Storage Tank Project.

3. That the expenditure of System funds in an amount not to exceed $636,089.00 for the project engineering work is hereby approved.

4. That an amount not to exceed $636,089.00 for the project engineering work is hereby made available and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard professional services contract with Brown & Gay Engineers, Inc., and to make payment in an amount not to exceed $636,089.00 to Brown & Gay Engineers, Inc., for the project engineering work.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 2, 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 29th day of June, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Gail Hamrick-Pigg, 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 5

Board Action Date: June 29, 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 $187,875.00 for the joint construction of water and sewer facility adjustments in connection with the 2017 Asphalt Overlay Task Order Contract Package 5.

- 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 5 for Transportation and Capital Improvements. The City’s work is estimated to cost $5,262,783.50.

- 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 350 existing water valve box covers and 275 existing manhole covers at an estimated cost of $187,875.00.

- 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.
Reimbursement to the City of San Antonio
2017 Asphalt Overlay Task Order Contract Package 5

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 $70,500.00 for water work for the 2017 Asphalt Overlay Task Order Contract Package 5. The job number is 17-5036.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $117,375.00 for sewer work for the 2017 Asphalt Overlay Task Order Contract Package 5. The job number is 17-5529.

SUPPLEMENTARY COMMENTS:

The City received seven 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 March 9, 2017 and work began on June 12, 2017. Time allowed for total construction is 365 calendar days.

Gail Hamrick-Pigg, 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 $187,875.00 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 5; APPROVING AN AMOUNT NOT TO EXCEED $187,875.00 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 $187,875.00 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 5; and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract Package 5 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 5 project work will consist of the adjustment of 350 existing water valve box covers and 275 existing manhole covers at an estimated cost of $187,875.00 (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 $187,875.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $187,875.00 are required for the project work; and

WHEREAS, the total amount of $187,875.00 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 $187,875.00 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 5, (ii) to approve and make available an amount not to exceed $187,875.00 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 $187,875.00 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 $187,875.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract Package 5 is hereby approved.

2. That a total sum not to exceed $187,875.00 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 $187,875.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract Package 5.

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 29th day of June, 2017.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. _______

TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: RATIFICATION OF CHANGE ORDER NO. 3 AND AUTHORIZATION OF ADDITIONAL FUNDS TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE REDLAND ROAD NORTH: LOOP 1604 TO RIDGEWOOD PKWY PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving Change Order No. 3 in the amount of $257,133.56 and amends Resolution No. 16-081 by approving additional funds in the amount of $276,315.30 for reimbursement to the City of San Antonio (the “City”) in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy Project. This project is located in Council District 9.

- The City is currently constructing street and drainage improvements in the project area illustrated on the attached maps. This project requires adjustment of approximately 2,351 feet of 16-inch through 30-inch water mains, installation of approximately 3,039 feet of 30-inch water main, and the adjustment of approximately ten sewer manholes. Design for this project was done by Freese and Nichols, Inc.

- Funds in the total amount of $2,888,395.20 were originally approved for the construction of this project by Resolution No. 16-081, adopted April 5, 2016, based on the low bid by J3 Company, LLC.

- Change Order No. 1, in an amount not to exceed $15,861.00, provided for additional flowable-fill that was required due to the proposed 30-inch water main being in the Texas Department of Transportation right-of-way.

- Change Order No. 2, in an amount not to exceed $25,955.94, provided for additional adjustment of 30-inch water main to offset around AT&T conduits and a CPS Energy high pressure gas main.

- During construction it was determined that an existing 16-inch water main was in conflict with a portion of the City’s proposed pavement section. The additional adjustment of approximately 1,002 feet of 16-inch water main and appurtenances was required to eliminate the impact to the system.
The San Antonio Water System (the “System”), the City, and the contractor have negotiated a settlement in the amount of $257,133.56 for the additional labor, equipment, and time to perform the additional work. The System will recover the appropriate compensation from the consultant if applicable.

Change Order No. 3 in the lump sum amount not to exceed $257,133.56 provides for this additional work. The contractor was authorized to perform the necessary additional adjustment work to avoid project delays and delay charges.

Funds in the amount of $14,818.26 are available in the construction contingency for Change Order No. 3. The additional amount of $276,315.30 includes $242,315.30 for the short fall for change order No. 3 and $34,000.00 for additional construction contingency expenses that might be incurred for the remaining work. The System’s work is 40 percent complete.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The authorization and contract amounts for this project are as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 16-081)</td>
<td>$2,831,760.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 and 2</td>
<td>41,816.94</td>
</tr>
<tr>
<td>Proposed Change Order No. 3</td>
<td>257,133.56</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$3,130,710.50</td>
</tr>
<tr>
<td>Contingency:</td>
<td></td>
</tr>
<tr>
<td>Original Contingency Amount (Resolution No. 16-081)</td>
<td>$56,635.20</td>
</tr>
<tr>
<td>Change Order Nos. 1 and 2</td>
<td>(41,816.94)</td>
</tr>
<tr>
<td>Proposed Additional Funds</td>
<td>276,315.30</td>
</tr>
<tr>
<td>Proposed Change Order No. 3</td>
<td>(257,133.56)</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

The new contract amount for the System’s work as a result of all change orders is $3,130,710.50 which represents an increase of 10.56 percent to the original amount.

The Project Fund will finance this additional 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 $276,315.30 for additional construction contingency expenses. The job number is 12-5094-000.
Ratification of Change Order No. 3
and Authorization of Additional Funds
Redland Road North: Loop 1604 to Ridgewood Pkwy

Approved:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
REDLAND ROAD NORTH:
LOOP 1604 TO RIDGECWOOD PKWY

LEGEND

★ PROJECT SITE

EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING RESOLUTION NO. 16-081 BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $276,315.30 PAYABLE TO THE CITY OF SAN ANTONIO IN CONNECTION WITH THE REDLAND ROAD NORTH: LOOP 1604 TO RIDGEWOOD PKWY PROJECT; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $276,315.30 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE ADDITIONAL PROJECT WORK; RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF ENGINEERING AND CONSTRUCTION IN APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $257,133.56; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN ADDITIONAL AMOUNT NOT TO EXCEED $276,315.30 FOR ADDITIONAL 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”) is currently constructing the Redland Road North: Loop 1604 to Ridgewood Pkwy Project as part of its Capital Improvement Program; and

WHEREAS, the adjustment of certain San Antonio Water System (the “System”) water and sewer facilities were included in the City’s bid documents; and

WHEREAS, the System’s Board of Trustees through Resolution No. 16-081, adopted April 5, 2016, originally approved the expenditure of $2,888,395.20 to pay for the System’s project work; and

WHEREAS, during construction, it was determined that an existing 16-inch water main was in conflict with a portion of the City’s proposed pavement section and the additional adjustment of approximately 1,002 feet of 16-inch water main and appurtenances was required to eliminate the impact to the additional project work; and

WHEREAS, Change Order No. 3 in the amount of $257,133.56 provides for this additional project work; and

WHEREAS, the additional project work cost exceeds the amount available in the construction contingency by $242,315.30; and
WHEREAS, additional System funds in an amount not to exceed $276,315.30 are required in connection with the project work; and

WHEREAS, the total amount of $276,315.30 is available from the System’s Project Fund; and

WHEREAS, the contractor was authorized to proceed with Change Order No. 3 in the interest of avoiding conflict with the City’s proposed pavement section and additional project delays; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend Resolution No. 16-081 by approving the expenditure of an additional amount not to exceed $276,315.30 payable to the City of San Antonio in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy Project, (ii) to expend an additional sum not to exceed $276,315.30 from the System’s Project Fund for additional project work, (iii) to ratify the action of the Vice President of Engineering and Construction in approving Change Order No. 3 in the amount of $257,133.56 for the additional project work, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an additional amount not to exceed $276,315.30 to the City of San Antonio for additional project work; now, therefore;

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

1. That Resolution No. 16-081 is hereby amended by increasing the amount approved for payment to the City in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy Project by $276,315.30.

2. That an additional sum not to exceed $276,315.30 is hereby made available and is to be expended from the System’s Project Fund.

3. That the actions of the Vice President of Engineering and Construction in approving Change Order No. 3 in the amount of $257,133.56 for the additional project work in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy Project are hereby ratified.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an additional amount not to exceed $276,315.30 for additional project work in connection with the Redland Road North: Loop 1604 to Ridgewood Pkwy 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 29th day of June, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 1 AND AUTHORIZATION OF ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE DEZAVALA ROAD FROM I.H.10 TO LOCKHILL SELMA PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 1 and amends Resolution No. 15-127 by authorizing $37,192.23 for additional engineering design services. It authorizes the President/Chief Executive Officer to provide additional payment in an amount not to exceed $37,192.23 to Camacho-Hernandez & Associates for additional engineering design services in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project.

- The San Antonio Water System Board (the “System”) of Trustees by Resolution No. 15-127, adopted June 2, 2015, awarded an engineering contract to Camacho-Hernandez & Associates and authorized funds in the amount of $151,426.02 for engineering design services in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project. This is a City of San Antonio (the “City”) project where the System will joint bid the adjustment and replacement of water and sewer facilities.

- As part of the original scope, the City proposes to widen DeZavala Road from east of Brandeis Road, near the railroad tracks, to Lockhill Selma Road. The improvements will be located within the area illustrated on the attached maps. The City selected Camacho-Hernandez & Associates, LLC to provide the engineering services in connection with their street and drainage improvements. The proposed amendment is to account for the City’s additional scope, which extends the improvements’ western project boundary from Brandeis Road to the slightly east of the right turning lane for the I.H. 10 frontage road.

- The existing water mains within the project boundaries were constructed between 1972 and 2006 and require adjustment due to the proposed street and drainage improvements and replacement to meet current System standards.

- The existing sewer mains within the project boundaries were constructed between 1973 and 2004 and require adjustment due to the proposed street and drainage improvements and replacement to meet current System standards.
The original authorization in the amount of $151,426.02 provided standard engineering contract services and supplemental services that included, but may not be limited to, preparation of a TCEQ Sewage Collection System permit for sewer work over the Edward Aquifer Recharge Zone and any additional permits required.

Basic services for Contract Amendment No. 1 include preparation of 95 percent, final review, bid phase services, construction phase services and project close out phase services for a lump sum fee of $37,192.23.

Contract Amendment No. 1 in the amount of $37,192.23 is required to add the additional engineering services and to increase the contract amount.

Staff will review the design documents and perform coordination as required. The System will joint bid the construction of this project with the City.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The revised authorization for this contract is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 15-127)</td>
<td>$151,426.02</td>
</tr>
<tr>
<td>Proposed Contract Amendment No. 1</td>
<td>37,192.23</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$188,618.25</td>
</tr>
</tbody>
</table>

As a result of Contract Amendment No. 1, the new contract amount is $188,618.25. This represents a 24.56 percent increase to the original contract.

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 $20,461.43 for water related engineering services. The job number is 14-5074-000.
The wastewater work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $16,730.80 for sewer related engineering services. The job number is 14-5574-000.

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
DEZAVALA ROAD FROM IH-10 TO LOCKHILL SELMA

LEGEND

- PROJECT LIMITS
- Edwards Aquifer Recharge Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $37,192.23 IN CONNECTION WITH THE DEZAVALA ROAD FROM I.H.10 TO LOCKHILL SELMA PROJECT; AMENDING RESOLUTION NO. 15-127 BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $37,192.23 FOR ADDITIONAL ENGINEERING DESIGN SERVICES BY CAMACHO-HERNANDEZ & ASSOCIATES IN CONNECTION WITH THE DEZAVALA ROAD FROM I.H.10 TO LOCKHILL SELMA PROJECT; APPROVING THAT AN ADDITIONAL AMOUNT NOT TO EXCEED $37,192.23 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM'S PROJECT FUND FOR THE ADDITIONAL ENGINEERING DESIGN SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CONTRACT AMENDMENT NO. 1 AND TO PAY CAMACHO-HERNANDEZ & ASSOCIATES AN ADDITIONAL AMOUNT NOT TO EXCEED $37,192.23 FOR THE ADDITIONAL ENGINEERING DESIGN 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 City of San Antonio (the “City”) is constructing the DeZavala Road from I.H.10 to Lockhill Selma Project; and

WHEREAS, the City’s DeZavala Road from I.H.10 to Lockhill Selma Project will require the adjustment and replacement of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the System’s Board of Trustees by Resolution No. 15-127, adopted June 2, 2015, awarded an engineering services contract to Camacho-Hernandez & Associates and authorized the expenditure of $151,426.02 for engineering design services; and

WHEREAS, additional engineering design services are required to complete the design and construction of water and sewer facility adjustment of water and sewer mains required for the DeZavala Road from I.H.10 to Lockhill Selma Project (“additional engineering design services”); and
WHEREAS, Contract Amendment No. 1 in the amount of $37,192.23 is required to add the additional engineering design services to the original contract and to increase the contract amount; and

WHEREAS, an amount not to exceed $37,192.23 is available from the System’s Project Fund for the additional engineering design services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 1 in an amount not to exceed $37,192.23 in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project, (ii) to amend Resolution No. 15-127 by approving additional expenditures in an amount not to exceed $37,192.23 for additional engineering design services in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project, (iii) to make available an additional amount not to exceed $37,192.23 from the System’s Project Fund for the additional engineering design services, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Contract Amendment No. 1 and to pay Camacho-Hernandez & Associates an additional amount not to exceed $37,192.23 for additional engineering design services; now, therefore:

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

1. That Contract Amendment No. 1 in an amount not to exceed $37,192.23 is hereby approved in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project.

2. That Resolution No. 15-127 is hereby amended by increasing the amount approved for engineering design services by Camacho-Hernandez & Associates in connection with the DeZavala Road from I.H.10 to Lockhill Selma Project by an amount not to exceed $37,192.23 from the previous authorization of $151,426.02 to an amended authorization of $188,618.25.

3. That an additional amount not to exceed $37,192.23 for additional engineering design services 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 designees hereby authorized to execute Contract Amendment No. 1 and to pay Camacho-Hernandez & Associates an additional amount not to exceed $37,192.23 for additional engineering design services in connection with the DeZavala Road from I.H.10 to Lockhill Selma 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 29th day of June, 2017.

_________________________________

Berto Guerra, Jr., Chairman

ATTEST:

_________________________________

Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 19

TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVING AN INTERLOCAL AGREEMENT AND TO AUTHORIZING EXPENDITURES TO BEXAR COUNTY IN CONNECTION WITH THE SHAENFIELD PLACE SUBDIVISION PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Interlocal Agreement with Bexar County through the Bexar County Public Works Program (the “County”) and authorizes expenditures to the County in an amount not to exceed $48,817.50 for the joint construction of water and sewer facility adjustments in connection with the Shaenfield Place Subdivision Project.

- The County proposes to construct street and drainage improvements in the area illustrated on the attached maps. The County’s improvement work was estimated to cost $2,419,983.25.

- Due to the reconstruction and improvements with the Shaenfield Place Subdivision Project, the existing water valves that were installed from 2002 through 2003 require adjustment to avoid conflicts with the County’s street and drainage improvements.

- The existing manholes that were installed from 2002 through 2015 require adjustment to avoid conflicts with the County’s street and drainage improvements.

- The water work will consist of the adjustment of approximately 27 water valves.

- The sewer work will consist of the adjustment of approximately 23 manholes and reconstruction of one manhole.

- The County anticipates approving the bid of Tropical Contracting, LLC for construction of this project on June, 2017. As part of joint bidding, advanced approval for funding and for the execution of an Interlocal Agreement is required by the County prior to issuing a notice to proceed on construction.

- Funds as determined by the amount bid will be transferred to the County following the execution of the Interlocal Agreement.
Approval of an Interlocal Agreement and Authorization for Expenditure of Funds to Bexar County for the Shaenfield Place Subdivision 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 water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $20,355.00 for water work. The job number is 16-5036-000.

The sewer work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $28,462.50 for sewer work. The job number is 16-5536-000.

Gail A. Hamrick-Pigg, P.E.  
Director  
Pipelines

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

APPROVED:

Robert R. Puente  
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY BEXAR COUNTY IN CONNECTION WITH THE SHAENFIELD PLACE SUBDIVISION PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $48,817.50 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Bexar County through the Bexar County Public Works Program (the “County”) proposes to construct the Shaenfield Place Subdivision Project; and

WHEREAS, the Shaenfield Place Subdivision Project will require the adjustments of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the project work will consist of the adjustment of approximately 27 water valves, 23 manholes, and the reconstruction of one manhole; and

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

WHEREAS, System funds in the amount of $48,817.50 are required for the project work; and

WHEREAS, the amount of $48,817.50 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 an Interlocal Agreement with the County for the adjustments of water and sewer facilities by the County in connection with the Shaenfield Place Subdivision Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute an Interlocal Agreement, and (ii) to authorize the expenditure of funds in the amount not to exceed $48,817.50 for the System’s share of the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That an Interlocal Agreement with the County substantially in the form of the agreement attached hereto is hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Interlocal Agreement with the County in connection with the Shaenfield Place Subdivision Project.

2. That the expenditure of funds in the amount of $48,817.50 for the adjustments of water and sewer facilities by the County in connection with the Shaenfield Place Subdivision 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 29th day of June, 2017.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary
This Interlocal Agreement is made and entered into this _____ day of __________, 2017, by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas (“COUNTY”), and SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, a political subdivision of the State of Texas (“SAWS”) (also, individually, a “Party” or, collectively, the “Parties), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

PURPOSE

1.01 The purpose of this Agreement is to facilitate the COUNTY’s improvement of the Shaenfield Place Subdivision (the “Project”) by including certain necessary SAWS adjustments in COUNTY’s Specifications for the Project, thus assuring the coordination of COUNTY’s road and drainage improvements with SAWS’s adjustments.

SERVICES

2.01 COUNTY agrees to include in the Bexar County Public Works Specifications for the Project the plans and specifications for SAWS Water Job No. 16-5036 and SAWS Sewer Job No. 16-5536 (the “SAWS Work”) which SAWS shall prepare and deliver to COUNTY and is incorporated by reference herein, and to contract for the performance of the SAWS Work.

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

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

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

FEE

3.01 COUNTY acknowledges that SAWS has provided the COUNTY with two signed copies of this Interlocal Agreement. COUNTY will return one fully executed original to SAWS upon COUNTY’s approval. Additionally, COUNTY acknowledges that SAWS has conditionally delivered to COUNTY good and sufficient funds (the “Funds”) for the bid amount (See Exhibit A) plus fifteen percent (15%) contingency. Any and all control and beneficial use of the funds by the COUNTY, will be contingent on SAWS receiving a fully executed original of this Interlocal Agreement from the COUNTY.
3.02 For materials and construction used in the SAWS Work, SAWS agrees to pay to COUNTY the amount of Forty-Eight Thousand, Eight Hundred and Seventeen Dollars and Fifty Cents ($48,817.50), which includes the Original Bid amount and a fifteen percent (15%) contingency.

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

(a) Costs exceed Original Bid but do not exceed the Original Bid plus fifteen percent (15%) contingency. Once COUNTY receives notice from the Contractor that additional funds will be needed for SAWS Work, COUNTY will notify SAWS in writing of the change order. Unless, SAWS objects within five (5) business days of receipt of the written notification of the change order, COUNTY will proceed with SAWS Work and utilize the contingency amount for payment to the Contractor.

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

(c) If a change order results in total costs exceeding the amount stated in §3.02, COUNTY will send copies of invoices covering the additional amounts authorized by a change order approved by SAWS staff, and SAWS shall pay COUNTY the additional amounts in the approved change order within 15 days, unless further time is required for Board action to appropriate funds.

3.04 If the cost of performing the SAWS Work is less than the amount stated in §3.02, COUNTY agrees to refund the overpayment to SAWS within 15 days of determination of same.

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

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

4.01 SAWS agrees to accept full responsibility for inspection and acceptance of work performed as the SAWS Work.

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

ENTIRE AGREEMENT

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

ATTORNEY’S FEES

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

TEXAS LAW TO APPLY

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

SEVERABILITY

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

AMENDMENT

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

THIRD PARTY BENEFICIARY

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

**INDEMNIFICATION**

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

**INSURANCE**

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

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

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

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

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

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS _______ DAY OF ______________________, 2017.

BEXAR COUNTY, TEXAS

By: __________________________
Nelson W. Wolff
County Judge

SAN ANTONIO WATER SYSTEM

By: __________________________
Robert R. Puente
President/Chief Executive Officer

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

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

By: __________________________
Larry L. Roberson
Assistant Criminal District Attorney
-Civil Section

APPROVED AS TO FINANCIAL FORM:

By: __________________________
Susan Yeatts
County Auditor

By: __________________________
David Smith
County Manager

APPROVED:

By: __________________________
Renee D. Green, PE
Director of Public Works/County Engineer
Exhibit “A”
Bid Amount and Funds Committed by SAWS

## Interlocal Agreement for the Shaenfield Place Subdivision

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Main Relocation¹</td>
<td>$ 17,700.00</td>
</tr>
<tr>
<td>Sanitary Sewer ²</td>
<td>$ 24,750.00</td>
</tr>
<tr>
<td>Contingency (15% of Construction)</td>
<td>$ 6,367.50</td>
</tr>
<tr>
<td><strong>Total SAWS Contribution =</strong></td>
<td><strong>$ 48,817.50</strong></td>
</tr>
</tbody>
</table>

1. Approx. 27 water valves
2. Approx. 23 manhole adjustments and 1 manhole reconstruction
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, 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 ADVANCE ADDITIONAL FUNDS TO THE TEXAS DEPARTMENT OF TRANSPORTATION AND EXECUTION OF ADVANCE FUNDING AGREEMENT AMENDMENT NO. 1 IN CONNECTION WITH THE FM 1560 AT SH 16 PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution amends Resolution No. 17-062 by authorizing additional funds in the amount of $4,657.50 payable to the Texas Department of Transportation (TxDOT) for the joint construction of water and sewer facility adjustments in connection with the FM 1560 at SH 16 Project. This project is located near Council District 8.

- In keeping with their joint bid requirements, TxDOT requires that construction funds be forwarded in advance of the bid opening. Funds in the amount of $21,275.00 were authorized for this project on March 7, 2017 by Resolution No. 17-062.

- TxDOT received bids for the project on April, 5, 2017, which resulted in a cost increase of $4,657.50 for the San Antonio Water System’s (the “System”) project work.

- Per the Advance Funding Agreement, TxDOT has requested additional funds in the amount of $4,657.50 for the construction of the project.

- The water adjustment work will consist of approximately five water valve boxes and two fire hydrants adjustments.

- The sewer adjustment work will consist of approximately two sewer manhole adjustments.

- Funds in the additional amount of $4,657.50 are available for a total authorized amount of $25,932.50 for the System’s project work.

Staff recommends that the Board approve this resolution.
Authorization to Advance Additional Funds to the Texas Department of Transportation for the FM 1560 at SH 16 Project

FINANCIAL IMPACT:

The revised authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Authorized Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Authorized Amount (Resolution 17-062)</td>
<td>$21,275.00</td>
</tr>
<tr>
<td>Proposed Additional Amount</td>
<td>4,657.50</td>
</tr>
<tr>
<td>Revised Authorized Amount</td>
<td>$25,932.50</td>
</tr>
</tbody>
</table>

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 $862.50 for water work. The job number is 15-5017-000.

The sewer work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Water Replacements budget line item. The amount is $3,795.00 for sewer work. The job number is 15-5517-000.

Gail A. Hamrick-Pigg, P.E. 
Director 
Pipelines

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

APPROVED:

Robert R. Puente 
President/Chief Executive Officer

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

FM 1560 AT SH 16

LEGEND
- PROJECT LIMITS
- Edwards Aquifer Recharge Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING RESOLUTION NO. 17-062 BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN THE AMOUNT OF $4,657.50 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE FM 1560 AT SH 16 PROJECT; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $4,657.50 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 AN ADDITIONAL AMOUNT NOT TO EXCEED $4,657.50 TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PROJECT WORK AND EXECUTE THE ADVANCE FUNDING AGREEMENT AMENDMENT NO. 1, 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 realign FM 1560 on the FM 1560 at SH 16 Project; and

WHEREAS, the FM 1560 at SH 16 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 Board of Trustees, by Resolution No. 17-062, adopted March 7, 2017, previously authorized the expenditure of $21,275.00 for advance payment to TxDOT for construction of the project work; and

WHEREAS, TxDOT received bids for the project on April, 5, 2017, which resulted in a cost increase of $4,657.50 for the System’s project work and TxDOT has requested the additional funds required for the construction of the project; and

WHEREAS, per the Advance Funding Agreement, TxDOT has requested additional funds in the amount of $4,567.50 to complete the project; and

WHEREAS, System funds in an amount not to exceed $4,567.50 are required for the project work; and
WHEREAS, the amount of $4,567.50 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 amend Resolution No. 17-062 by approving additional expenditures in the amount of $4,657.50 for the adjustment of water and sewer facilities by TxDOT in connection with the FM 1560 at SH 16 Project, (ii) to authorize the expenditure of funds in the amount not to exceed $4,567.50 from the System’s Project Fund to pay TxDOT for the project work, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an additional amount not to exceed $4,567.50 to TxDOT for the project work and execute the Advance Funding Agreement Amendment No. 1; now, therefore:

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

1. That Resolution No. 17-062 is hereby amended to increase the authorization for payment to TxDOT in connection with the FM 1560 at SH 16 Project by $4,567.50 from the original authorization of $21,275.00 to an amended authorization of $25,932.50.

2. That a total sum not to exceed $4,567.50 to pay TxDOT 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 make additional payment to TxDOT in the amount of $4,567.50 for the project work and execute the Advance Funding Agreement Amendment No. 1 in connection with the FM 1560 at SH 16 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 Code 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 29th day of June, 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: ACCEPTING AN OFFER AND APPROVING A PURCHASE AGREEMENT WITH GEORGE O. PAZ, JR. AND EDNA DENISE PAZ FOR THE SALE OF 228 THELKA, LOCATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution accepts the offer of George O. Paz, Jr. and Edna Denise Paz of $56,500.00 for the sale of 228 Thelka, located in San Antonio, Bexar County, Texas, (the “Property”), and approves a Purchase Agreement (the “Agreement”) with George O. Paz, Jr. and Edna Denise Paz for the sale of this Property for the purchase price of $56,500.00.

- San Antonio Water System’s (SAWS) Board of Trustees (the “Board”) declared the Property surplus by Board Resolution No. 13-224, which was approved on August 13, 2013.

- On August 21, 2014, by Ordinance 2014-08-21-0598, the City Council of San Antonio declared the Property surplus, and authorized SAWS to sell the Property.

- On February 10, 2014, by Resolution 14-034, the Board authorized SAWS to sell the Property according to the requirements of Texas Local Government Code Section 253.014 which authorizes SAWS to contract with a real estate broker to market real property owned by the municipality and to sell the property pursuant to the highest offer. On January 15, 2015, by Ordinance No. 2015-01-15-0017, the City Council of San Antonio authorized SAWS to sell the Property pursuant to Texas Local Government Code Section 253.014.

- SAWS’ real estate broker, Cano and Company, listed the Property on the MLS beginning March 8, 2017, and negotiated directly with buyers for the sale of the Property. SAWS listed the Property at a sale price of $24,500.00, which was based upon recent comparable sales.
From March to May 2017, 12 offers were received for the Property. The highest offer on the property was $56,500.00 from George O. Paz, Jr. and Edna Denise Paz.

The basic terms of George O. Paz, Jr. and Edna Denise Paz are as follows:

- Contract Date – May 18, 2017
- Purchase Price: $56,500.00
- Survey cost – none to SAWS
- Title Policy – SAWS to pay the basic premium
- Feasibility period – expired June 12, 2017 pursuant to First Amendment
- Independent consideration – $200.00 ($100.00 initially, additional $100.00 pursuant to First Amendment)
- Earnest money – $500.00
- Closing Date – On July 14, 2017 or earlier as agreed by parties after SAWS Board approval

SAWS’ Brokerage Agreement No. S-14-019-DB with Cano and Company, approved by the SAWS Board by Resolution No. 15-009, on January 6, 2015, authorizes SAWS to pay a commission of ten percent of the sales price at the closing if closing occurs. If closing occurs, the ten percent commission will be shared equally with Ann Fitzgibbons Portfolio Real Estate, KW All Texas, buyer’s broker, for her real estate services related to the sale of this property.

This resolution authorizes SAWS to pay, pursuant to the Agreement, closing costs (excluding real estate commissions) not to exceed $2,000.00.

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

SAWS will receive $56,500.00 in cash upon the sale of this property, less related closing costs and real estate commissions. Total closing costs plus real estate commissions are not expected to exceed $7,500.00. Funds received will be deposited to the Renewal and Replacement Fund.

Bruce A. Haby  
Manager, Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

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

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES ACCEPTING AN OFFER IN THE AMOUNT OF $56,500.00 FOR THE SALE OF 228 THELKA, SAN ANTONIO, BEXAR COUNTY, TEXAS (THE “PROPERTY”), AND APPROVING A PURCHASE AGREEMENT WITH GEORGE O. PAZ, JR. AND EDNA DENISE PAZ; AFFIRMING A TEN PERCENT COMMISSION TO BE PAID TO CANO AND COMPANY AT CLOSING AND AUTHORIZING PAYMENT OF CLOSING COSTS (EXCLUDING REAL ESTATE COMMISSIONS) UP TO $2,000.00 AT CLOSING; 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 declared the Property surplus by Resolution No. 13-224, approved on August 13, 2013; and

WHEREAS, City Ordinance No. 2014-08-21-0598, approved on August 21, 2014, declared the Property, being 228 Thelka, San Antonio, Bexar County, Texas, generally depicted on the Area Map attached as Attachment I hereto, as surplus; and

WHEREAS, authorization to use Section 253.014 of the Texas Local Government Code, being the listing of a property on a multiple listing service rather than a sealed bid process, was approved by the System’s Board of Trustees (the “Board”) on February 10, 2014, Resolution 14-034; and

WHEREAS, City Ordinance No. 2015-01-15-0017, approved on January 15, 2015, authorized the System to sell the property according to the Texas Local Government Code Section 253.014; and

WHEREAS, pursuant to Local Government Code Chapter 253.014, the System, via its broker, Cano and Company, marketed the Property, and, the highest offer in the amount of $56,500.00 for the Property was received by the System from George O. Paz, Jr. and Edna Denise Paz; and

WHEREAS, the System’s Brokerage Agreement No. S-14-019-DB (the “Brokerage Agreement”) with Cano and Company, approved by the Board via Resolution No. 15-009, dated January 6, 2015, authorizes the System to pay a commission of ten percent of the sales price to Cano and Company for its real estate services under the contract, which commission would be shared equally with the buyer’s broker, Ann Fitzgibbons Portfolio Real Estate, KW All Texas; and
WHEREAS, pursuant to the Purchase Agreement (including a First Amendment to Purchase Agreement) attached hereto as Attachment II, the System seeks to authorize the payment of up to $2,000.00 in closing costs (excluding real estate commissions) to Alamo Title Insurance Company; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) accept the offer from George O. Paz, Jr. and Edna Denise Paz in the amount of $56,500.00 for the Property and approve a Purchase Agreement with George O. Paz, Jr. and Edna Denise Paz for the sale of the Property, (ii) affirm the payment of a commission of ten percent of the sales price to Cano and Company to be paid at closing pursuant to the Brokerage Agreement, if and only if closing occurs, (iii) authorize payment of up to $2,000.00 for closing costs (excluding real estate commissions) payable to Alamo Title Insurance Company, and (iv) authorize the President/Chief Executive Officer or his duly appointed designee to execute all documents necessary to complete the sale of the Property, including contract amendments/extensions that do not decrease the purchase price, and perform all the duties and obligations of the seller in said Purchase Agreement; now, therefore:

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

1. That the offer from George O. Paz, Jr. and Edna Denise Paz in the amount of $56,500.00 for the Property, is hereby accepted and a Purchase Agreement (including a First Amendment to Purchase Agreement) with George O. Paz, Jr. and Edna Denise Paz for the sale of said Property is hereby approved as attached hereto as Attachment II and incorporated herein for all purposes.

2. That a commission of ten percent of the sales price is hereby affirmed to be paid to Cano and Company at closing pursuant to the Brokerage Agreement, if and only if closing occurs, which commission will be equally shared with the buyer’s broker, Ann Fitzgibbons Portfolio Real Estate, KW All Texas.

3. That payment of up to $2,000.00 for closing costs (excluding real estate commissions), payable to Alamo Title Insurance Company, is hereby authorized.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents, including contract amendments/extensions that do not decrease the purchase price, necessary to complete the sale of the Property and perform all duties of the Seller under said Purchase Agreement.

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 29th day of June, 2017.

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
I Area Map
II Purchase Agreement (including First Amendment to Purchase Agreement)
PURCHASE AGREEMENT

ATTACHMENT II

228 Thelka

This Purchase Agreement (the “Agreement”) is made by and between City of San Antonio, acting by and through its San Antonio Water System, hereinafter called “Seller”, and George O. Paz, Jr. and Edna Denise Paz, hereinafter collectively called "Buyer", and constitutes a contract for the purchase and sale of the described property, as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to convey to Buyer the tract(s) of real property located in Bexar County, Texas, being Lots 43, 44, 45, 46 and 47, Block 2, New City Block 3382, an addition to the City of San Antonio Bexar County, Texas, according to the plat thereof recorded June 14, 1919 in Volume 368, Page 252, Deed and Plat Records, Bexar County, Texas (the “Property”), being also described and depicted on Exhibit A attached hereto, together with Seller’s right, title and interest in all rights and appurtenances thereto.

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

   a. **Purchase Price.** The total purchase price (“Purchase Price”) for the Property shall be FIFTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($56,500.00).

   b. **Earnest Money.** Buyer shall deposit FIVE HUNDRED AND NO/100 DOLLARS ($500.00) with Alamo Title Company, Attn: Chris Varley, Senior Vice President, 18618 Tuscany Stone, Suite 240, San Antonio, TX 78258, San Antonio, Texas 78257 (“Title Company”), 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 or otherwise held and disbursed in accordance with the terms and provisions hereof. Title Company shall, immediately following receipt, deposit the Earnest Money in an interest bearing account and maintain such account until the Earnest Money is disbursed in accordance herewith.

   c. **Independent Consideration.** On or before this Date of this Agreement (hereinafter defined), Buyer shall pay to Seller by certified or cashier’s check the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) (the “Independent Consideration”) as independent consideration for this Agreement and for Buyer’s termination rights under Section 8 hereinbelow. The Independent Consideration shall be non-refundable except in the event of a SAWS default under this Agreement or if the SAWS Board of Trustees fails to approve this Agreement as provided in Section 10 below. The Independent Consideration shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

3. **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 inserted by Title Company beneath its signature of receipt.

4. **Title Commitment.** Within ten (10) days following the Date of this Agreement, Title Company shall issue to Buyer a commitment for an Owner’s Policy Title Insurance for the Property (“Title Policy”) in the amount of the Purchase Price.

5. **Survey.** Seller has provided its existing survey of the Property to Buyer. Any additional survey that Buyer wishes to obtain shall be at Buyer’s sole expense.

6. **Property Information Documents.** Any documents provided by Seller concerning the Property shall be referred to as “Property Information Documents.” If the Property Information Documents include a Phase I environmental assessment, SAWS does not warrant whether it will qualify Buyer
as an "innocent Buyer" under CERCLA, 42 USC 9601 et seq. and the Texas Solid Waste Disposal Act, Texas Health and Safety Code Chapter 361 et seq., and Seller recommends that the Buyer conduct its own environmental assessment of the Property. Further, Seller does not represent or warrant that the Property Information Documents constitute all of the documents in Seller's possession related to the Property. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH TO THE CONTRARY, BUYER ACKNOWLEDGES AND UNDERSTANDS THAT SOME OR ALL OF THE PROPERTY INFORMATION DOCUMENTS HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY, COMPLETENESS, CONTENT OR ACCURACY OF THE DELIVERED MATERIALS.

7. Exceptions, Reservations, Platting. The Property will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and (iv) Seller's reservation of a "blanket" sewer easement over Lots 43, 44 and 45 (the "Reserved Sewer Easement").

8. Inspections. On or before fifteen (15) days from the Effective Date (the "Feasibility Period"), the Buyer shall conduct, at the Buyer's sole cost, any inspections and environmental assessments on the Property that the Buyer may elect, subject to the indemnity and other provisions of Section 8 of this Agreement. If an Environmental Professional (as defined in 40 CFR Part 312.10(b)) desires to communicate with Seller, the communication must be in writing and delivered to SAWS at the address stated in Section 14 below. The Buyer may not conduct invasive tests, including boring and drilling, upon the Property, without Seller's prior written consent, a condition of which shall be Seller's approval, in Seller's reasonable discretion, of Buyer's plan for conducting such invasive tests on the Property. Buyer shall promptly restore the Property to its original condition following any such invasive tests, which obligation shall survive termination of this Agreement.

If Buyer decides in its sole discretion not to proceed with the purchase of the Property and the easements described herein, 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, and Seller shall retain the Independent Consideration.

Buyer shall cause all third party surveyors, inspectors and Environmental Professionals to submit to Seller an insurance certificate evidencing commercial general liability coverage in not less than $100,000 prior to and as a condition to entry upon the Property.

BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN ANTONIO ("COSA"), THE SAN ANTONIO WATER SYSTEM AND THEIR OFFICERS, EMPLOYEES, AGENTS, OFFICIALS AND FIDUCIARIES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS AND LOSSES OF ANY NATURE, INCLUDING THOSE ASSOCIATED WITH PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH, ATTORNEY'S FEES AND COURT COSTS, ARISING FROM THE BUYER'S OR THE BUYER'S AGENTS OR CONTRACTORS PRESENCE ON OR USE OR INSPECTION OF THE PROPERTY (INCLUDING ANY ENVIRONMENTAL ASSESSMENTS PERFORMED ON THE PROPERTY) OR THE CONDITION OF THE PROPERTY. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO AND PROTECT THE INDEMNIFIED PARTIES FROM DAMAGES CAUSED BY THE INDEMNIFIED PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE AND/OR STRICT LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL OVERRIDE
AND CONTROL ANY CONTRARY PROVISIONS IN THE TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101). THIS SECTION 8 SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

9. AS-IS. THE PROPERTY WILL BE CONVEYED IN ITS PRESENT “AS IS” CONDITION. IF THE PURCHASE AGREEMENT CLOSES, BUYER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE PROPERTY, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION (INCLUDING THE PROPERTY INFORMATION DOCUMENTS) WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. BUYER FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES AND (II) ANY RELIANCE BY BUYER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES, AND HEREBY RELEASES SELLER AND ITS AGENTS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION BASED IN WHOLE OR IN PART UPON ANY RELIANCE UPON ANY ALLEGED SILENCE, REPRESENTATION OR NON-DISCLOSURE BY SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. BUYER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. BUYER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY “AS-IS” WITH FULL AWARENESS THAT THE PROPERTY’S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND BUYER CONFIRMS THAT BUYER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. BUYER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY BUYER OTHERWISE MIGHT HAVE. BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.

10. 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 Closing Date (hereinafter defined). In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the Closing Date, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate and the Earnest Money and Independent Consideration shall be returned to Buyer, and neither party shall have any further rights or duties hereunder other than those rights or duties that expressly survive termination of this Agreement.
11. **Closing.** The conveyance of the Property to Buyer shall be closed ("Closing") at the office of the Title Company on July 14, 2017 (the "Closing Date"), or such earlier date as the parties may agree to, provided all conditions to closing have been satisfied.

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

   a. **Deed.** Seller and Buyer shall execute and acknowledge a deed without warranty conveying title to the Property to Buyer, substantially in the form of Exhibit B attached hereto (the "Deed").

   b. **Tax Certificates.** Seller shall deliver, at Seller's expense, tax certificates showing there are no delinquent taxes levied or assessed against the Property as of Closing.

   c. **Settlement Statements.** Buyer and Seller shall execute customary settlement statements reflecting the Purchase Price, closing costs, prorations, credits and Commissions under this Agreement.

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

   a. **Taxes.** Seller is a tax-exempt entity. Buyer agrees that it shall be solely responsible for all ad valorem real property taxes assessed against the Property for periods from and after the Closing Date. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest, including without limitation "rollback taxes" (the "Assessments") for periods prior to Closing, the Assessments will be the obligation of the Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against any loss, cost, cause of action or claim related to the Assessments and all ad valorem real property taxes assessed against the Property for periods from and after the Closing Date. All provisions and obligations of this section shall survive Closing.

   b. **Title Insurance Premium.** Seller shall pay the basic premium for the Title Policy, and Buyer shall be responsible at its sole cost for any deletions or endorsements Buyer elects to obtain.

   c. **Fees.** Any escrow fee charged by Title Company shall be divided equally between Seller and Buyer. Buyer shall pay the recording and/or filing fees for the Deed. Each party will pay its own attorney's fees.

14. **Notices.** Any notice to be given hereunder shall be given by placing the notice or designation 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, or by personal delivery to such address by a party, by email, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

   Seller: San Antonio Water System  
   Attn: Manager, Corporate Real Estate  
   2800 US 281 North  
   San Antonio, Texas 78212  
   bruce.haby@saws.org

   With a copy to: San Antonio Water System  
   Attn: Mark E. Brewton, Corporate Counsel
2800 US 281 North
San Antonio, Texas 78212
mark.brewton@saws.org

Buyer: George O. Paz, Jr. and Edna Denise Paz
136 Ellis Bean
San Antonio, Texas 78204
Dpaz002@aol.com

15. Default. In the event that Seller should fail to materially perform its obligations herein, except due to Buyer’s default or the failure of Buyer to satisfy any of the conditions to Seller’s obligations set forth herein, Buyer may, as its sole and exclusive remedy, terminate this Agreement, in which event, provided Buyer is not in default, the Earnest Money and Independent Consideration shall be forthwith returned to Buyer following Seller’s receipt of notice of such termination whereupon neither party shall have any obligations hereunder other than those obligations in this Agreement that expressly survive termination. In no event shall any damages, rights or remedies be collectible, enforceable or available to Buyer other than as provided in this paragraph. In no event shall any trustee, officer, employee, agent or broker of Seller be liable, in any manner whatsoever, for any act, omission or obligation of Seller or its agents.

In the event Buyer should fail to close upon the purchase of the Property as required under this Agreement, Seller shall be entitled to terminate this Agreement and receive the Earnest Money whereupon neither party shall have any obligations hereunder other than those obligations in this Agreement that expressly survive termination, such sum being agreed upon as liquidated damages for the failure of Buyer to close as required by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages. These provisions shall not be deemed to limit Seller’s remedies for indemnification or other Buyer obligations under this Agreement, and Seller retains all remedies at law or in equity in the event Buyer should fail to comply with the terms of this Agreement. In the event that Seller is entitled to receive the Earnest Money under this Section 15, and Buyer fails to cooperate with the release of the Earnest Money to Seller, Seller shall be entitled to recovery from Buyer of Seller’s attorneys’ fees in any suit to receive the Earnest Money.

16. Real Estate Commission. If and only if the sale from Seller to Buyer closes pursuant to this Agreement, SAWS will pay at Closing a ten percent (10%) brokerage fee (the “Commission”) to Cano & Company (“Seller’s Broker”) pursuant to a separate written agreement. If Buyer has engaged a broker (“Buyer’s Broker”) via written brokerage agreement, Seller’s Broker has agreed via such separate written agreement to share the Commission equally with Buyer’s Broker. To further memorialize such Commission splitting, Seller’s Broker and Buyer’s Broker shall execute the Broker’s Addendum attached hereto. The Buyer represents and warrants that no broker other than Buyer’s Broker as identified in the Broker’s Addendum represents Buyer and Buyer hereby agrees to defend, indemnify and hold harmless Seller for any claims for a brokerage fee or commission resulting from this transaction. The Buyer’s obligation to indemnify under this Section 16 shall survive Closing.

17. 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.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
19. **Assignability.** Buyer shall have no right to assign this Agreement or any of its rights hereunder to any person or entity without the prior written consent of Seller, which consent may be given or withheld in Seller’s sole and absolute discretion.

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

21. **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, federal legal holiday or day in which Seller is closed for business, then such date shall be extended to the next following date which is not a Saturday, Sunday, federal legal holiday or day in which Seller is closed for business.

22. **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. Pdf or electronically transmitted signatures shall constitute originals signatures.

23. **Sale under Local Government Code Section 253.014.** Seller and Buyer acknowledge and agree that the transaction contemplated in this Agreement is being conducted under Texas Local Government Code Section 253.014.

24. **Disclosures.**

   a. **Notice Regarding Title.** THE TEXAS REAL ESTATE LICENSE ACT REQUIRES A REAL ESTATE AGENT TO ADVISE A BUYER THAT BUYER SHOULD HAVE AN ATTORNEY EXAMINE AN ABSTRACT OF TITLE TO THE PROPERTY BEING PURCHASED; OR A TITLE INSURANCE POLICY SHOULD BE OBTAINED. NOTICE TO THAT EFFECT IS HEREBY GIVEN TO BUYER.

   b. **Notice Regarding Possible Liability for Additional Taxes (Texas Property Code Section 5.010).** If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

   c. **Annexion Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
d. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 50.301 of the Texas Water Code.

c. **Notice of Water and Sewer Service.** The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. There may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. You are advised to contact the applicable utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

f. **Lead Paint Disclosure.** The Buyer agrees and acknowledges that the Property does not have a residence located upon it and is not “residential real property” subject to any federally mandated lead paint disclosures.

(SIGNATURE PAGE FOLLOWS)

Seller:

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

BY: Nancy Belinsky
Vice President and General Counsel

EXECUTED by Buyer on May 9, 2017

Buyer:

George O. Paz Jr.

George O. Paz, Jr

Edna Denise Paz

Exhibits:
Exhibit A: Property survey and description
Exhibit B: Form of Deed
RECEIPT OF CONTRACT & EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $500.00 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 in accordance with the terms of the Purchase Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By: [Signature]
Date: 5/18/17
GF#: 4041006689
BROKER'S ADDENDUM
TO PURCHASE AGREEMENT
228 Theiks

Cano & Company ("Seller's Broker") will receive a 10% commission (the "Commission") of the Purchase Price at Closing, if and only if Closing occurs, pursuant to a separate written agreement between Seller and Seller's Broker.

If Seller's Broker receives the Commission, Seller's Broker shall, at Closing, split the Commission on a 50:50 basis with Ann Fitzgibbons Portfolio Real Estate, KW AH ("Buyer's Broker"), such that Buyer's Broker shall receive from Seller's Broker an amount equal to 5% of the Purchase Price.

Buyer's Broker agrees to look solely to Seller's Broker for a share of the Commission, and releases and agrees to hold harmless Seller for any claim for a brokerage commission or fee.

Cano & Company

By:___________________________

Printed Name: __________________________

Title: __________________________

Ann Fitzgibbons Portfolio Real Estate, KW AH
Texas Broker's License #417852
Exhibit A

STATE OF TEXAS
COUNTY OF BEXAR

0.43 ACRES
THYKLA ST.

A 0.43 acre tract of land being Lot 43, 44, 45, 46 and 47, Block 2, Tract 33B, in the City of San Antonio, out of the Ed. Dreiss Subdivision as recorded in Volume 360, Page 252 of the Deed and Plat Records of Bexar County, Texas;

Said 0.430 acre tract, being more particularly described by metes and bounds as follows:

COMMENCING: At a 1/4" iron rod found along the south right-of-way line of Thekla St. for the northeast corner of Lot 21, and also being the northwest corner of Lot 22 of the aforementioned Ed. Dreiss Subdivision and also being the POINT OF COMMENCEMENT of this herein described tract;

THENCE: S. 90° 00' 00" E. along said south right-of-way of Thekla St. a distance of 525.00 feet to a 1/4" iron rod set for the northeast corner of Lot 42 of the above mentioned Ed. Dreiss Subdivision and being the northwest corner of Lot 43, said corner also being the POINT OF BEGINNING of this herein described tract;

THENCE: S. 90° 00' 00" E. (being bearing basis) continuing along said south right-of-way line of Thekla St. a distance of 125.00 feet to a 1/4" iron rod set along same said south right-of-way line of said Thekla St. for the northeast corner of Lot 47, and being the northwest corner of Lot 48 of said Ed. Dreiss Subdivision, said corner being the northeast corner of this herein described tract;

THENCE: S. 90° 00' 00" W. leaving the south right-of-way line of Thekla St. and with common line of said Lot 47 and said Lot 48 a distance of 149.91 feet to a 1/4" iron rod set along the north line of Lot 50 of the Lorraine Place Subdivision as recorded in Volume 368, Page 240 of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of said Lot 48 and being the southeast corner of Lot 47 of said Ed. Dreiss Subdivision, said corner being the southeast corner of this herein described tract;

THENCE: N. 90° 00' 00" W. with the north line of Lot 49 and Lot 50 of the said Lorraine Place Subdivision, a distance of 125.00 feet to a 1/4" iron rod set along the north line of Lot 42 of the above mentioned Ed. Dreiss Subdivision, for the southeast corner of said Lot 42 and being the southwest corner of said Lot 43 and also being the southwest corner of this herein described tract;
TRENCE: N. 00° 00' 00" E. with the common line of said Lot 43 and Lot 42 a distance of 149.91 feet to the POINT OF BEGINNING and containing 0.43 acres or 18,739 square feet of land more or less.

The bearings are based on the Plat recorded in Volume 368, Page 252 of the Deed and Plat Records of Bexar County, Texas.

I hereby certify that this survey was performed upon the ground, December 28, 2009, Under the principles of precision and true and correct to the best of my knowledge.

[Signature]
Joseph [Name]
Registered Land Surveyor No. 5566
WO #00574-141

Exhibit A
Page 2 of 3
EXHIBIT B

Form of Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

STATE OF TEXAS §

COUNTY OF BEXAR §

DEED WITHOUT WARRANTY

Effective Date:

Grantor: City of San Antonio, acting by and through its San Antonio Water System

Grantor’s Mailing Address: P.O. Box 2449, San Antonio, Texas 78298-2449

Grantee:

Grantee’s Mailing Address:

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: Lots 43, 44, 45, 46 and 47, Block 2, New City Block 3382, an addition to the City of San Antonio Bexar County, Texas, according to the plat thereof recorded June 14, 1919 in Volume 368, Page 252, Deed and Plat Records, Bexar County, Texas, being also described and depicted on Exhibit A attached hereto, together with Grantor’s right, title and interest in all improvements thereon, if any, and all rights and appurtenances thereto.

Reservations from Conveyance: Grantor reserves from this conveyance a perpetual easement for the use, benefit and control of the SAN ANTONIO WATER SYSTEM over and across Lots 43, 44 and 45 of the Property as described above and shown on Exhibit A (the “Sewer Easement Area”) for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing sewer lines, facilities and related appurtenances, together with the right of ingress and egress over said Sewer Easement Area for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Sewer Easement Area; the right to remove from said Sewer Easement Area all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby reserved; and Grantee expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Sewer Easement Area and that removal of any building or structure placed on said Sewer Easement Area shall be at Grantee expense. For avoidance of doubt, Grantor reserves all existing sewer lines, facilities and appurtenances located within the Sewer Easement Area.
Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas.

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, subject to Exceptions to Conveyance and Reservations from Conveyance, to have and to hold it to Grantee and Grantee's successors and assigns forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, including but not limited to any warranties under Section 5.023 of the Texas Property Code.

By accepting this deed, Grantee acknowledges that the PROPERTY IS BEING CONVEYED IN ITS PRESENT “AS IS” CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS OR REPRESENTATIVES. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HERETIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY “AS-IS” WITH FULL AWARENESS THAT THE PROPERTY’S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THERewith. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.

When the context requires, singular nouns and pronouns include the plural.

This conveyance is being made subject to ad valorem taxes for the year 2017 and all subsequent years, which are assumed by Grantee. Any “rollback” taxes assessed against the Property are hereby assumed by Grantee.

Signatures on following pages
GRANTOR:

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

By: __________________________
Printed Name: Nancy Belinsky
Title: Vice President and General Counsel

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _______ day of _______, 20__
by Nancy Belinsky, Vice President and General Counsel of the San Antonio Water System, a
municipal utility of the City of the San Antonio, on behalf of said municipal utility.

[Seal]

Notary Public, State of Texas
ACCEPTED BY GRANTEE:

__________________________

STATE OF TEXAS  §
COUNTY OF  §

This instrument was acknowledged before me on this ______ day of ______
by ____________________________.

[Seal]

Notary Public, State of Texas

After recording, return to:
First Amendment
To Purchase Agreement
228 Thelka

This First Amendment to Purchase Agreement ("Amendment") is an amendment to that certain Purchase Agreement (the "Agreement") by and between the City of San Antonio by and through the San Antonio Water System ("Seller") and George O. Paz, Jr. and Edna Denise Paz ("Buyer") dated effective May 18, 2017, concerning property located at 228 Thelka, San Antonio, Bexar County, Texas, being more particularly described in the Agreement.

All capitalized terms herein, unless otherwise defined, have the meaning as set forth in the Agreement.

1. Feasibility Period. The Feasibility Period is hereby extended to expire on June 12, 2017.

2. Independent Consideration. In consideration for the extension of the Feasibility Period, at the time of Buyer's execution and delivery of this Amendment to Seller, Buyer shall deliver to Seller by certified or cashier's check the sum of One Hundred and No/100 dollars ($100.00) as additional Independent Consideration, to be held and applied pursuant to Section 2(c) of the Agreement.

3. Other Terms. All other terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect as of the date thereof, except as expressly modified hereby.

4. Counterparts. This Amendment may be executed by facsimile or pdf transmission in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

EXECUTED to be effective as of the 2nd day of June, 2017.

Seller:

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

BY:

Nancy Belinsky
Vice President and General Counsel

Buyer:

George O. Paz Jr.

Edna Denise Paz

Edna Denise Paz
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 A PERMANENT SEWER LINE EASEMENT FOR THE SOUTH HAUSMAN ROAD PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of one permanent sewer line easement (the “Easement”) containing approximately 0.497 acres for the South Hausman Road Project (the “Project”). It also authorizes the expenditure of $52,632.00 for the Easement.

- The Project is located on South Hausman Road in northwest Bexar County, inside Loop 1604 from approximately 3,170 feet north of Prue Road to approximately 1,600 feet south of Champions Gate Road.

- It is the intent of this Project to adjust the sanitary sewer main in order to eliminate conflicts with the joint bid Bexar County drainage work. The Bexar County work will install a bridge and two culvert crossings to address flooding and public safety issues along South Hausman Road. The SAWS sewer adjustments will involve replacement of 8-inch PVC, 10-inch PVC, 12-inch PVC, and 21-inch sanitary sewer main at a cost of approximately $688,000.00.

- SAWS requires the acquisition of real property, being the Easement along South Hausman Road, San Antonio, Bexar County, Texas for the construction of the Project.

- The property on which the Easement is located is owned by SOF Hidden Lake SA Owner, L.P., a Delaware limited partnership (the “Owner”).

- SAWS’ offer of $52,632.00 was based on an appraisal from Allen, Williford and Seale, Inc. dated July 7, 2016. SAWS and the Owner have agreed on a purchase amount of $52,632.00 for the Easement.
Authorization to Purchase Easement for the South Hausman Road Project

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 CY 2017 Capital Improvement Program, Wastewater Core Business, Governmental - Wastewater Category.

The total amount is $52,632.00 for the acquisition of the Easement.

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
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES APPROVING THE ACQUISITION OF A PERMANENT SEWER LINE EASEMENT FROM SOF HIDDEN LAKE SA OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP, BEING APPROXIMATELY 0.497 ACRES AND LOCATED ALONG SOUTH HAUSMAN ROAD, IN THE NORTHWEST QUADRANT OF BEXAR COUNTY, TEXAS, (THE “EASEMENT”), IN CONNECTION WITH THE SOUTH HAUSMAN ROAD PROJECT (THE “PROJECT”) IN A TOTAL AMOUNT NOT TO EXCEED $52,632.00; 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 Easement, being more particularly described and depicted in Attachment I, attached hereto and incorporated herein for all purposes, is necessary for the South Hausman Road Project; and

WHEREAS, the property on which the Easement is located is owned by SOF Hidden Lake SA Owner, L.P., a Delaware limited partnership (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 Easement to the System for the sum of $52,632.00; and

WHEREAS, funds in the amount not to exceed $52,632.00 are available in the Project Fund for the purchase of the Easement; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the acquisition of the Easement for the South Hausman Road Project as herein described, and (ii) authorize the expenditure of funds in an amount not to exceed $52,632.00 for the acquisition of the Easement; now, therefore:

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

1. That the acquisition of the Easement, in substantially the form attached as Attachment I, for the South Hausman Road Project, is hereby approved.
2. That the expenditure from the Project Fund in the CY 2017 Capital Improvement Program, Wastewater Core Business, Governmental – Wastewater Category budget in a total amount not to exceed $52,632.00 for the acquisition of the Easement 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 Easement and to pay an amount not to exceed $52,632.00 to the Owner for the acquisition of the Easement.

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 29th day of June, 2017

    _________________________________
    Berto Guerra, Jr., Chairman

    ATTEST:

    _________________________________
    Ernesto Arrellano, Jr., Secretary

Attachment:
I Permanent Sewer 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.

PERMANENT EASEMENT – SEWER

STATE OF TEXAS  §
COUNTY OF BEXAR  §

KNOW ALL MEN BY THESE PRESENTS

THAT, SOF HIDDEN LAKE SA OWNER, L.P., a Delaware limited partnership, hereinafter referred to as "Grantor", whether one or more, for and in consideration in the amount of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are 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 Texas 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 to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

Being 0.306 of one acre (13,300 square feet) of land (A Variable Width Permanent Sewer Easement) in New City Block (N.C.B.) 14614, San Antonio, Bexar County, Texas, being out of Tract 1, a remaining portion of a called 48.80 acres of land, conveyed to Apartment REIT Hidden Lakes, LP, described in Volume 12620, Page 2129, Official Public Records of Real Property, Bexar County, Texas, also being of the Perry Davis Survey Number 267, Abstract Number 189, County Block (C.B.) 4528 and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

AND

Being 0.191 of one acre (8,328 square feet) of land (30-Foot Wide Permanent Sewer Easement) in New City Block (N.C.B.) 14614, San Antonio, Bexar County, Texas, being out of Tract 1, called 48.80 acres of land, conveyed to Apartment REIT Hidden Lakes, LP, described in Volume 12620, Page 2129, Official Public Records of Real Property, Bexar County, Texas, also being of the Perry Davis Survey Number 267, Abstract Number 189, County Block (C.B.) 4528 and being more particular described and depicted in Exhibits “C” and “D” attached hereto and made a part hereof;

The property described in Exhibits “A” through “D” being the “Easement Area”;

– 1 –
For the purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the lines, facilities and appurtenances to be placed within the above described permanent Easement Area. The Grantee expressly agrees that it will remove from said land all surplus material and will, except for the presence of any at-grade and above ground facilities and appurtenances constructed by Grantee, cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

Together with the right of ingress and egress over said Easement Area and over Grantor’s adjoining lands for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense.

Grantee shall have the responsibility to maintain existing fencing, install temporary fencing or take other reasonable measures during construction to maintain the perimeter of Grantor’s property from Hausman Road. Upon completion of initial construction, Grantee shall re-install any fencing located within the Right of Way and Permanent Drainage Easements, and said fencing shall be constructed out of similar or better grade materials than already used for the existing fencing on the Property.

GRANTEE AGREES TO PAY FOR ANY AND ALL DAMAGES TO PROPERTY DIRECTLY CAUSED BY GRANTEE, ITS EMPLOYEES, CONTRACTORS, OR CONSULTANTS DURING CONSTRUCTION RELATED ACTIVITIES. AT ALL TIMES WHILE THIS AGREEMENT IS IN EFFECT, GRANTEE SHALL REQUIRE ITS’ CONTRACTORS AND SUBCONTRACTORS TO ACQUIRE AND MAINTAIN INSURANCE COVERAGE COVERING ALL OF THE OPERATIONS ON THE PROPERTY UNDER A STANDARD COMPREHENSIVE GENERAL LIABILITY INSURANCE POLICY WITH LIMITS OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS ($1,000,000) FOR EACH ACCIDENT OR OCCURRENCE, WITH THE GENERAL AGGREGATE LIABILITY OF NOT LESS THAN TWO MILLION AND NO/100 DOLLARS ($2,000,000). SUCH INSURANCE SHALL ALSO NAME GRANTOR, AS ADDITIONAL INSUREDs WITH WAIVERS OF SUBROGATION. ADDITIONALLY, GRANTEE SHALL REQUIRE ITS’ CONTRACTORS AND SUBCONTRACTORS TO HAVE IN PLACE WORKERS’ COMPENSATION INSURANCE WITH LIMITS OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS ($1,000,000) FOR EACH ACCIDENT OR OCCURRENCE. GRANTEE SHALL PROVIDE GRANTOR WITH A CERTIFICATE OF INSURANCE EVIDENCING THE INSURANCE COVERAGE REFERENCED ABOVE WITHIN A REASONABLE TIME AFTER THE AWARD OF THE CONTRACT FOR CONSTRUCTION. THE FAILURE TO TIMELY PROVIDE SUCH CERTIFICATE OF INSURANCE AND INSURANCE POLICY SHALL NOT CONSTITUTE A WAIVER OF GRANTOR’S, THEIR TENANTS’, AND/OR LESSEES’ RIGHTS HEREIN.
Grantee maintains liability coverage for itself and its employees through an established self-insurance program. The program provides liability coverage for its employees in the performance of their duties and responds to actions brought under the Texas Tort Claims Act, § 101.001 et seq., the Federal Civil Rights Act, § 42 U.S.C., 1983, and other applicable statutes.

Grantee is municipally owned utility of the City of San Antonio, a political subdivision of the State of Texas, and is subject to and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.

Further, Grantee is qualified as a Self-Insured Governmental Entity for purposes of workers’ compensation for its employees. Grantee’s Workers’ Compensation program provides statutory indemnity and medical care benefits for employees of Grantee who are injured or who become ill in the course of their employment. The program operates in compliance with all requirements of the State of Texas Division of Workers Compensation.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

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.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXECUTED effective this __________ day of ____________, 2017

GRANTOR:

SOF Hidden Lake SA Owner, L.P.,
A Delaware limited partnership

By: SOF Hidden Lake SA Owner GP, L.L.C.,
Its general partner

By: ______________________________________
Printed Name: ______________________________
Title: ______________________________________
STATE OF __________ §
COUNTY OF __________ §

This instrument was acknowledged before me on ________________, 2017, by ____________________ as ____________________ on behalf of SOF Hidden Lake SA Owner GP, L.L.C., the general partner of SOF Hidden Lake SA Owner, L.P., a Delaware limited partnership.

________________________________________
Notary Public
Consent, Joinder and Subordination by Lender

The undersigned, BERKELEY POINT CAPITAL, LLC, a limited liability company, hereby joins in the execution of this sewer easement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this sewer easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following lien is hereby subordinated to the terms of this Easement: “Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing”, effective April 28, 2017, filed of record on May 1, 2017 in Volume 18483, Page 2145, of the Official Public Records of Bexar County, Texas.

BERKELEY POINT CAPITAL, LLC,

a limited liability company

By: _________________________________________

Name: ________________________
Title: _________________________

STATE OF TEXAS §
COUNTY OF ____________ §

This instrument was acknowledged before me on this _____ day of ______________, 20___, by __________________________, the __________________________ of BERKELEY POINT CAPITAL, LLC, a limited liability company, on behalf of said limited liability company.

____________________________________
Notary Public
Project:  South Hausman LC-5 Sewer Project
Parcels:  P16-030 and P16-031
FIELD NOTES
0.306 OF ONE ACRE (13,300 SQ. FT.) OF LAND
(A VARIABLE WIDTH PERMANENT SEWER EASEMENT)

Being 0.306 of one acre (13,300 square feet) of land (A Variable Width Permanent Sewer Easement) in New City Block (N.C.B.) 14614, San Antonio, Bexar County, Texas, being out of Tract 1, a remaining portion of a called 48.80 acres of land, conveyed to Apartment REIT Hidden Lakes, LP, described in Volume 12620, Page 2129, Official Public Records of Real Property, Bexar County, Texas, also being out of the Perry Davis Survey Number 267, Abstract Number 189, County Block (C.B. 4528) and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" rebar with a "CEC" plastic cap set at a corner on the existing west right-of-way line of South Hausman Road (R.O.W. ~ Varies, 50’ min.), the northeast corner of a Variable Width Drainage right-of-way shown on the plat of Oakridge Pointe Unit-4, recorded in Volume 9534, Page 117, Deed and Plat Records, Bexar County, Texas, from which a 1/2" rebar with a "CEC" plastic cap set at the common corner of a remaining portion of the 48.80 acre tract and a reentrant corner of said existing west right-of-way line of South Hausman Road bears North 79°53’27” East, a distance of 5.08 feet; thence North 00°10’39” West, departing the existing west right-of-way line of South Hausman Road, crossing a remaining portion of the 48.80 acre tract, a distance of 20.56 feet to a 1/2" rebar with a "CEC" plastic cap set, the POINT OF BEGINNING, the south corner of this easement;

THENENCE continuing across a remaining portion of the 48.80 acre tract, the following courses:

North 60°10’39” West, a distance of 72.82 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

North 00°10’39” West, a distance of 100.84 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

North 49°47’16” East, a distance of 57.55 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

North 00°10’39” West, a distance of 279.24 feet to a 1/2” rebar with a “CEC” plastic cap set on the common line of a remaining portion the 48.80 acre tract and
THENCE North 16°52’02” East, coincident with said common line, passing at a distance of 47.65 feet, the common line of said Lot 30 and the aforementioned west right-of-way line of South Hausman Road, and continuing a total distance of 81.88 feet to a 1/2” rebar with a “CEC” plastic cap set, a reentrant corner in said existing west right-of-way line, a north corner of a remaining portion of the 48.80 acre tract, and of this easement;

THENCE South 00°10’39” East, coincident with the common line of a remaining portion of the 48.80 acre tract and the existing west right-of-way line of South Hausman Road, a distance of 304.79 feet to a 1/2” rebar with a “CEC” plastic cap set, an east corner of this easement;

THENCE departing the west right-of-way line, reentrant to and crossing a remaining portion of the 48.80 acre tract, the following courses:

South 89°49’21” West, a distance of 5.00 feet to a 1/2” rebar with a “CEC” plastic cap set, a reentrant corner of this easement;

South 00°10’39” East, a distance of 75.95 feet to a 1/2” rebar with a “CEC” plastic cap set, an angle point of this easement;

South 49°47’16” West, a distance of 43.18 feet to a 1/2” rebar with a “CEC” plastic cap set, an angle point of this easement;

South 00°10’39” East, a distance of 69.54 feet to a 1/2” rebar with a “CEC” plastic cap set, an angle point of this easement;

South 60°10’39” East, a distance of 38.18 feet to a 1/2” rebar with a “CEC” plastic cap set, an angle point of this easement;

South 00°10’39” East, a distance of 34.64 feet to the POINT OF BEGINNING, and containing 0.306 of one acre (13,300 square feet) of land, more or less.
Project Name: South Hausman Road
Saws Parcel No.: P16-030
Project Number: 14-5553

Page 3 of 5

<table>
<thead>
<tr>
<th>Tract</th>
<th>Acreage</th>
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</thead>
<tbody>
<tr>
<td>Parent Tract</td>
<td>48.80 Acres, a remaining portion of</td>
</tr>
<tr>
<td>Easement</td>
<td>0.306 of one acre</td>
</tr>
</tbody>
</table>

Notes:
All bearings are based on the Texas State Plane Coordinates, South Central Zone (NAD 83). All distances are in U.S. Survey Feet. The distances recited herein are based on mathematical calculations and are subject to the rules of rounding and significant numbers. The Combined Adjustment Factor: 1.00017.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants (CEC).

An exhibit plat with like job number accompanies this metes and bounds description.

CEC Job Number S0495402.

[Signature]

Dion P. Albertson, RPLS No. 4963

3/24/16

Date
NOTES:

1. A 1/2" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH CORNER, UNLESS NOTED OTHERWISE.

2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). U.S. SURVEY FEET. SCALE FACTOR 1.00017.


4. EVERY DOCUMENT OR RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE PROVIDED TO THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.

5. D.P.R. DENOTES DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

6. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.

ENGINEERING
DON DURDEN, INC.
11560 I-10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
P) 210.641.9999
F) 210.641.6440
Email: ceo@ceotexas.com
Engineering No.: F-2214
Surveying No.: 10061-00

CIVIL

EXHIBIT OF
A VARIABLE PERMANENT SEWER EASEMENT,
0.306 OF ONE ACRE (13,330 SQ. FT.) OUT OF TRACT 1,
A REMAINING PORTION OF 48.80 ACRES OF LAND

NEW CITY BLOCK (N.C.B.) 14614,
SAN ANTONIO, BEXAR COUNTY, TEXAS

DATE
3/24/16

JOB NUMBER
50465102

SHEET
4

OF
5
ACREAGE SUMMARY

PARENT TRACT  48.80 ACRES
EASEMENT  0.306 OF ONE ACRE

PROJECT NAME: SOUTH HAUSMAN ROAD
SAWS PARCEL NO.: P16-030
PROJECT NO.: 14-5553
DOCUMENT TYPE: EASEMENT

NOTES:

1. A 1/2" REBAR WITH A "COC" PLASTIC CAP WAS SET AT EACH CORNER, UNLESS NOTED OTHERWISE.

2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). U.S. SURVEY FEET. SCALE FACTOR 1.00017.


4. EVERY DOCUMENT OR RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON, THE DOCUMENTS NOTED HEREON WERE PROVIDED TO THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.

5. D.P.R. DENOTES DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.
O.P.R. DENOTES OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS.

6. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.

CEC
CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
11550 I-10 WEST, SUITE 300
SAN ANTONIO, TEXAS 78230
P: 210.641.9999
F: 210.641.6440
Email: coc@coc texas.com
Engineering No.: F-5214
Surveying No.: 100410-00

EXHIBIT OF
A VARIABLE PERMANENT SEWER EASEMENT,
0.306 OF ONE ACRE (13,330 SQ. FT.) OUT OF TRACT
1, A REMAINING PORTION OF 48.80 ACRES OF LAND

NEW CITY BLOCK (N.C.B.) 14614,
SAN ANTONIO, BEXAR COUNTY, TEXAS

DATE 3/24/16
JOB NUMBER 50495102
SHEET 5
OF 5
FIELD NOTES
0.191 OF ONE ACRE (8,328 SQ. FT.) OF LAND
(30-FOOT WIDE PERMANENT SEWER EASEMENT)

Being 0.191 of one acre (8,328 square feet) of land (30-Foot Wide Permanent Sewer Easement) in New City Block (N.C.B.) 14614, San Antonio, Bexar County, Texas, being out of Tract 1, called 48.80 acres of land, conveyed to Apartment REIT Hidden Lakes, LP, described in Volume 12620, Page 2129, Official Public Records of Real Property, Bexar County, Texas, also being out of the Perry Davis Survey Number 267, Abstract Number 189, County Block (C.B.) 4528 and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" rebar with a “CEC” plastic cap set on the west right-of-way line of South Hausman Road (R.O.W. ~ Varies, 50' min.), the common corner of said 48.80 acre tract and Tract 1, called 47.01 acres, described in Book 15695, Page 613, Official Public Records, Bexar County, Texas; thence North 78°53’16” West, departing said west right-of-way line, coincident with the common line of the 48.80 acre tract and the said 47.01 acre tract, a distance of 76.48 feet to a point; thence South 00°10’39” East, crossing the 48.80 acre tract, a distance of 12.75 feet to a 1/2" rebar with a “CEC” plastic cap set on the south line of a 25-foot wide Sanitary Sewer Easement described in Volume 4551, Page 1984, Official Public Records of Real Property, Bexar County, Texas, the POINT OF BEGINNING, the northeast corner of this easement;

THENCE crossing within the 48.80 acre tract, the following courses:

South 00°10’39” East, a distance of 120.85 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

South 45°10’39” East, a distance of 98.99 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

South 00°10’39” East, a distance of 56.21 feet to a 1/2" rebar with a “CEC” plastic cap set on the common line of the 48.80 acre tract and the aforementioned west right-of-way line of South Hausman Road, the southeast corner of this easement, from which a 1/2" rebar with a “CEC” plastic cap found at the southeast corner of the 48.80 acre tract and a reentrant corner of said west right-of-way bears South 84°35’44” East, a distance of 5.02 feet;
THENCE North 84°35'44" West, coincident with said common line, passing at a distance of 5.02 feet, the common corner of said west right-of-way line and Lot 30, Block 8, shown on the Replat and Subdivision plat establishing Bandera Springs, recorded in Volume 9559, Pages 114-116, Deed and Plat Records, Bexar County, Texas, and continuing coincident with the common line of the 48.80 acre tract and said Lot 30, a total distance of 30.14 feet to a 1/2" rebar with a “CEC” plastic cap set, the southwest corner of this easement;

THENCE reentrant to and crossing the 48.80 acre tract, the following courses:

North 00°10'39" West, a distance of 40.86 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

North 45°10'39" West, a distance of 98.99 feet to a 1/2" rebar with a “CEC” plastic cap set, an angle point of this easement;

North 00°10'39" West, a distance of 139.27 feet to a 1/2" rebar with a “CEC” plastic cap set on the aforementioned south line a 25-foot wide Sanitary Sewer Easement, the northwest corner of this easement;

South 78°53'16" East, coincident with the south line of said 25-foot wide Sanitary Sewer Easement, a distance of 30.59 feet to the POINT OF BEGINNING, and containing 0.191 of one acre (8,328 square feet) of land, more or less.

<table>
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<tr>
<th>Tract</th>
<th>Acreage</th>
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</thead>
<tbody>
<tr>
<td>Parent Tract</td>
<td>48.80 Acres</td>
</tr>
<tr>
<td>Easement</td>
<td>0.191 of one Acre</td>
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</tbody>
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Notes:
All bearings are based on the Texas State Plane Coordinates, South Central Zone (NAD 83). All distances are in U.S. Survey Feet. The distances recited herein are based on mathematical calculations and are subject to the rules of rounding and significant numbers. The Combined Adjustment Factor: 1.00017.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants (CEC).
An exhibit plat with like job number accompanies this metes and bounds description.

CEC Job Number S0495102.

Dion P. Albertson, RPLS No. 4963

3/24/16
Date
TRACT 1
47.01 ACRES
BOOK 15695, PG. 613, O.P.R.
OWNER: EAST PARK PROPERTIES, LLC

25' SANITARY SEWER EASEMENT
VOL. 4551, PG. 1984, R.P.R.

POINT OF COMMENCING

30' PERMANENT SEWER EASEMENT
(0.191 OF ONE ACRE, 8,328 SQ. FT.)
N. C. B. . . 1 4 6 1 4
PERRY DAVIS SURVEY NO. 257,
ABSTRACT NO. 189
C. B. . . 4 3 2 8
TRACT 1
A REMAINING PORTION
OF 48.80 ACRES
VOL. 12620, PG. 2129, R.P.R.
OWNER: APARTMENT REIT
HIDDEN LAKES, LP

GROUNDBELT
N. C. B. . . 1 4 6 1 4
LOT 30, BLOCK 8
REPLAT AND SUBDIVISION PLAT
ESTABLISHING
BANDERA SPRINGS
VOL. 9559, PG. 114--116, R.P.R.
OWNER: APARTMENT REIT
HIDDEN LAKES, LP

NOTES:
1. A 1/2" REBAR WITH A "CCE" PLASTIC CAP WAS SET AT EACH CORNER, UNLESS NOTED OTHERWISE.
2. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83), U.S. SURVEY FEET; SCALE FACTOR 1.00017.
4. EVERY DOCUMENT OR RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HERENE WERE PROVIDED TO THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.
5. D.P.R. DENOTES DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.
O.P.R. DENOTES OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.
R.P.R. DENOTES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS.
6. THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER.

PROJECT NAME: SOUTH HAUSMAN ROAD
SAWS PARCEL NO.: P16--031
PROJECT NO.: 14--5553
DOCUMENT TYPE: EASEMENT

LOCATION MAP

ACREAGE SUMMARY
PARENT TRACT
48.80 ACRES
EASEMENT
0.191 OF ONE ACRE

LINE TABLE

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<td>30.14'</td>
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<tr>
<td>L2</td>
<td>N00°10'39&quot;W</td>
<td>40.86'</td>
</tr>
<tr>
<td>L3</td>
<td>S78°53'16&quot;E</td>
<td>30.59'</td>
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</tbody>
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GRAPHIC SCALE
( IN FEET )
1 inch = 60 ft.

EXHIBIT OF
A 30--FOOT WIDE PERMANENT SEWER EASEMENT,
0.191 OF ONE ACRE (8,328 SQ. FT.), OUT OF
48.80 ACRES OF LAND,

NEW CITY BLOCK (N.C.B.) 14614,
SAN ANTONIO, BEXAR COUNTY, TEXAS

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
11550 I-10 WEST, SUITE 305
SAN ANTONIO, TEXAS 78230
P) 210.641.9999
F) 210.641.0440
Email: eo@oectexas.com
Engineering No.: F-2214
Surveying No.: 100410--00

DATE
3/24/16

JOB NUMBER
50495102

SHEET 4
OF 4
AGENDA ITEM NO. 23

TO: San Antonio Water System Board of Trustees
FROM: Gavino Ramos, Vice President, Communications and External Affairs
THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF AN AGREEMENT FOR PROFESSIONAL CONSUMER RESEARCH SERVICES

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution is for a professional services contract with J.D. Power, a non-local, non-SMWB firm, and authorizes funds in the amount of $94,090.00 for services in connection with ratepayer quantitative research studies.

- The services offered by J.D. Power have a copyright associated with their services and is considered both a general professional service and a sole source, which are exempt from competitive bidding.

- In 2016, San Antonio Water System (SAWS) participated in the first J.D. Power water utility survey that included 84 utilities across the country, and SAWS cost for this participation was in the amount of $45,000.00. Since this contract did not exceed $50,000.00, no Board of Trustee action was needed on the initial award of this contract.

- The survey results yielded SAWS locally specific information that is nationally benchmarked, which focused staff efforts on improving service to its customers.

- J.D. Power is expanding the survey to 87 utilities for 2017, to report quarterly. SAWS staff is seeking to continue to participate in this survey contract for the years 2017 and 2018.

- The cost for the 2017 survey is $46,350.00 and the 2018 survey will cost $47,740.00, for a total not to exceed amount of $94,090.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The services will be paid from System funds budgeted in the 2017 budget, and expenditures for 2018 are pursuant to and contingent on Board approval of the 2018 budget with a line item for such expenditures (Company: 1000, Center Number: 5002500, Account 511312).
Funds will be made available from the System Fund in the total amount not to exceed $94,090.00 and are as follows:
2017 - $46,350.00
2018 - $47,740.00

Gavino Ramos, Vice President
Communications and External Affairs

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONTRACT WITH J.D. POWER, IN THE NOT TO EXCEED AMOUNT OF $94,090.00 FOR 2017 AND 2018 FOR PROFESSIONAL CONSUMER RESEARCH SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $46,350.00 FOR 2017 AND IN THE AMOUNT OF $47,740.00 FOR 2018, PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE 2018 BUDGET WITH A LINE ITEM FOR SUCH EXPENDITURES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSUMER RESEARCH SERVICES CONTRACT WITH J.D. POWER, AND TO PAY J.D. POWER AN AMOUNT NOT TO EXCEED $94,090.00 FOR THE 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”) has implemented a variety of quantitative research studies over the past ten years; and

WHEREAS, J.D. Power launched the largest national water utility research to date in 2016; the survey included 84 utilities across the country including the System at a cost for participation in 2016 of $45,000.00; and

WHEREAS, J.D. Power is continuing and expanding the survey to 87 utilities and increasing frequency to quarterly results; cost for survey participation would be for an amount of $46,350.00 for 2017 and an amount of $47,740.00 for 2018; and

WHEREAS, funds in an amount not to exceed $94,090.00 are required for J.D. Power research studies; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a contract with J.D. Power in an amount not to exceed $94,090.00 for the research studies, (ii) to authorize the expenditure of System funds in an amount not to exceed $94,090.00 for the research studies from the System Fund, pursuant to and contingent upon Board approval of the 2018 budget with a line item for such expenditures, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with J.D. Power for the studies, and further to pay an amount not to exceed $94,090.00 to J.D. Power, for the research studies in connection with this project; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a contract with J.D. Power in the amount not to exceed $94,090.00 for the work in connection with the 2017 and 2018 Professional Consumer Research Services is hereby approved.

2. That the expenditure of System funds in an amount not to exceed $94,090.00 for the project work is hereby approved, pursuant to and contingent upon Board approval of the 2018 budget with a line item for such expenditures.

3. That System funds in an amount not to exceed $94,090.00 for the project work are hereby made available and are to be expended from the System Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a contract for a research study implementation with J.D. Power, and to pay an amount not to exceed $94,090.00 to J.D. Power, for research studies in connection with this 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 29th day of June, 2017.

Berto Guerra, Jr., Chairman

ATTEST:

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

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

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

SUBJECT: AWARD OF A CONTRACT AS PART OF THE WATER WELL MITIGATION PROGRAM TO PROVIDE DIAGNOSTIC AND WELL CONSTRUCTION SERVICES FOR PRIVATE SMALL CAPACITY WELLS

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a contract to Alsay, Inc. in an amount not to exceed $81,895.00 to provide diagnostic and well construction services to mitigate the hydrologic effects of San Antonio Water System (SAWS) programs on private small capacity water wells near the SAWS Aquifer Storage and Recovery (ASR) project area.

- In 1996, SAWS began investigation of potential sites for an ASR project to assist in management of its water supply. Through detailed investigation, the South Bexar County ASR site was selected.

- The SAWS Board of Trustees approved a Carrizo Aquifer Mitigation policy to provide for protection of the Carrizo aquifer in South Bexar County, development of a mitigation program, and remediation of private water wells affected by fluctuating water levels associated with the operation of the ASR project through Resolution No. 02-077 in February 2002. On November 19, 2002, by Resolution No. 02-364, the SAWS Board of Trustees approved an Aquifer Protection and Management Agreement with the Evergreen Underground Water Conservation District to provide further assurances that SAWS will properly manage this resource and will provide mitigation of any water level-related effects of the ASR project.

- In addition to the ASR mitigation program, the SAWS Board of Trustees has approved two additional policies, the Trinity Aquifer Policy approved in February 2001, and the Regional Carrizo Aquifer Policy approved in November 2004. These policies call for the mitigation of adverse water level impacts to private water wells in the vicinity of, and impacted by, these SAWS projects.

- To date, mitigation contracts have been utilized to investigate 312 water wells. Of the wells investigated, 110 were not eligible for mitigation, five are in the process of being mitigated, 32 require further investigation, and 165 were mitigated. Mitigation was completed through the drilling of 83 replacement wells, the lowering of 49 pumps, and the
connection of 18 homes to our water system. Mitigation was not required for 15 of the wells after further investigation.

- Within the ASR project area, SAWS staff has identified one small capacity well that needs to be replaced, two small capacity wells that can be replaced by connecting the homeowner to our system, producing a cost savings in return, and one well that needs to be plugged. In addition, it is estimated that there are small capacity water wells beyond these identified for which diagnostics and mitigation will need to be performed.

- To enable SAWS to continue to accomplish mitigation of water level impacts occurring from SAWS projects, staff requires the services of a contractor to accomplish well diagnostics and well services for small capacity water wells. This new contract will be used for the continuation of mitigation efforts, and its scope is consistent with previous contracts awarded since the initiation of the Board of Trustees mitigation policies.

- Work orders will be issued for each individual project task based on pre-defined items of work and unit cost. The cost for each project work order will be charged against the total contract amount. This process allows for quicker response time and reduces overall cycle time.

- Through the competitive bidding process, Alsay, Inc. has submitted the lowest responsible and responsive bid of $81,895.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

This is an operating and maintenance expenditure. The SAWS job number for this project is 17-0110. The services will be paid from the System Fund budgeted in the 2017 Budget (Company: 1000, Accounting Unit: 5043100, Account: 511420, Total amount: $81,895.00).

**SUPPLEMENTARY COMMENTS:**

An Invitation for Bid was issued on April 19, 2017. A bid opening was held on May 24, 2017 at 10:00 A.M. The following bids were received:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alsay, Inc.*</td>
<td>$ 81,895.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Engineering Estimate</td>
<td>$ 85,000.00</td>
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</tbody>
</table>

*Lowest Responsible Bid

Contract duration is until funds are exhausted or November 10, 2017, whichever comes first. The contract period shall not extend past November 10, 2017.
Award of Contract
Water Well Mitigation Program

Scott R. Halty, Director
Resource Protection and Compliance

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF ALSAY, INC., IN AN AMOUNT NOT TO EXCEED $81,895.00 AS PART OF THE SYSTEM’S WATER WELL MITIGATION PROGRAM TO PROVIDE DIAGNOSTIC AND WELL SERVICES FOR PRIVATE SMALL CAPACITY WATER WELLS; AWARDING A CONTRACT TO ALSAY, INC. IN THE AMOUNT NOT TO EXCEED $81,895.00 FOR THE PROJECT WORK; AUTHORIZING EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $81,895.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH ALSAY, INC., AND TO PAY ALSAY, INC. AN AMOUNT NOT TO EXCEED $81,895.00 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”) has approved a Carrizo Aquifer Mitigation Policy and entered into an Aquifer Protection and Management Agreement with the Evergreen Underground Water Conservation District to protect and manage the resource and provide for remediation of potential impacts of the Aquifer Storage and Recovery (ASR) project; and

WHEREAS, the System has approved other water projects that may necessitate mitigating project area small capacity wells; and

WHEREAS, System staff has identified multiple wells for which diagnostic work, and possibly mitigation work, need to be performed; and

WHEREAS, the System requires the services of qualified well service firms to actively support the mitigation program; and

WHEREAS, System staff has in accordance with applicable statutory requirements solicited bids from firms regarding diagnostic services and pump services for private small capacity water wells; and

WHEREAS, after reviewing the bids received, Alsay, Inc. was determined to be the lowest responsible bidder for an amount of $81,895.00; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of Alsay, Inc. in the amount of $81,895.00 for project work in connection with the System’s Water Well Mitigation Program, (ii) to award a contract to Alsay, Inc. to perform the project work in an amount not to exceed $81,895.00 for the project work, (iii) to approve the expenditure of funds in the amount of $81,895.00 from the System Fund for the project work, (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with Alsay, Inc. for a period of three months or until contract funds are expended for the project work, and to pay to Alsay, Inc. an amount not to exceed the sum of $81,895.00 for the project work; now, therefore:

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

1. That the bid of Alsay, Inc. in the amount of $81,895.00 for the project work related to the System’s Water Well Mitigation Program is hereby accepted.

2. That the construction contract in the amount of $81,895.00 for the project work is hereby awarded to Alsay, Inc.

3. That the expenditure of funds in the amount of $81,895.00 for the project work is hereby approved and to be expended from the System Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the contract with Alsay, Inc. and to pay Alsay, Inc. an amount not to exceed the sum of $81,895.00 for the project work.

5. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 29th day of June, 2017.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Nancy Belinsky, Vice President and General Counsel

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

SUBJECT: AUTHORIZATION TO FILE A LAWSUIT AGAINST ADB UTILITIES

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the filing of a lawsuit in a court of competent jurisdiction against ADB Utilities (“ADB”). The resolution also authorizes System’s General Counsel and any specially engaged outside counsel under her direction to take all necessary action relating to participation in the lawsuit as a party as may be required through final conclusion, including any appeals, as determined necessary by the General Counsel.

- From November 30, 2015 through June 20, 2017, ADB Utilities (“ADB”) has struck San Antonio Water System’s (“System”) infrastructure in multiple locations in San Antonio, Texas, resulting in significant damages and water loss to the System.

- The System sent several demands to ADB to recover the System’s damages, but ADB ignored those demands or denied any financial responsibility for the incidents, and failed and refused to remit payments.

- The System is seeking and demanding payment from ADB in excess of $24,000.00.

- ADB and the System have been unable to resolve the dispute to date.

- The System believes that the System’s interests can be best preserved and protected by the filing of a lawsuit.

Staff recommends that the Board approve this resolution authorizing the System’s General Counsel and any specially engaged outside counsel under her direction to file a lawsuit in a court of competent jurisdiction.
FINANCIAL IMPACT:

Any legal fees incurred to file the lawsuit will be paid from the System Fund, 2017 O&M budget (Company: 1000; Accounting Unit: 5000400; Account: 511320).

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 FILING OF A LAWSUIT AGAINST ADB UTILITIES, IN CONNECTION WITH ALLEGED DAMAGES TO THE SYSTEM’S INFRASTRUCTURE; FURTHER AUTHORIZING THE SYSTEM’S GENERAL COUNSEL TO TAKE ALL NECESSARY ACTION RELATING TO SUCH LAWSUIT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, ADB Utilities (“ADB”) has struck the San Antonio Water System’s (“System”) infrastructure at various locations within San Antonio, Texas, on multiple occasions resulting in significant damages and loss of water to the System; and

WHEREAS, the System has sent demands to ADB to recover the System’s damages, but ADB has ignored the demands or avoided any financial responsibility for the incidents, and has failed and refused to remit payments for these damages; and

WHEREAS, ADB and the System have been unable to resolve the disputes to date; and

WHEREAS, the System believes that the System’s interests can be best preserved and protected by the filing of a lawsuit; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to authorize the filing of a lawsuit against ADB in a court of competent jurisdiction; and (ii) to further authorize the System’s General Counsel and any specially engaged outside counsel under her direction to take all necessary legal action relating to participation in the lawsuit as a party through final conclusion, including any appeals, as determined necessary by the General Counsel; now, therefore:

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

1. That the filing of a lawsuit against ADB, in a court of competent jurisdiction is hereby approved.

2. That the System’s General Counsel and any specially engaged outside counsel under her direction are hereby further authorized to take all necessary action relating to participation in the lawsuit as a party as may be required through final conclusion, including any appeals, as determined necessary by the General Counsel.
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 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 29th day of June, 2017

   ________________________________
   Berto Guerra, Jr. Chairman

   ATTEST:

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

FROM: Sree Pulapaka, Chief of Information Systems, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: APPROVING AN AGREEMENT AND A SERVICES CONTRACT IN CONNECTION WITH THE KRONOS WORKFORCE APPLICATION

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves an Agreement with IMMIX Technology, Inc. for licensing and maintenance services related to process improvements for the Kronos Workforce application, and also approves a professional services contract for time and materials services to configure the Kronos Application to meet Payroll and Human Resources (HR) requirements to implement electronic Time-Off Requests, Accrual balances imported from Lawson to Kronos, Leave Module for FMLA and Intermittent Leave, and to implement Mobile functionality.

- The Texas Department of Information (Texas DIR) provides access to competitively bid Information Service Agreements to all municipalities within the State of Texas.
- The license and services for this Board action were obtained through the Texas DIR, contract number DIR-TSO-2585.
- The Subscription License and Services Agreement will be a one-time cost of $166,233.60.
- The maintenance for Workforce Manager V8 will be an annual cost of $36,570.50.
- The Time and Material Services Work Order provides the services in the amount not to exceed $45,832.02 to configure processes required by Payroll and HR. The cost for Training will be in the amount not to exceed $5,880.00.
- The total cost of the Kronos Workforce Application process improvements is an amount not to exceed $254,516.12.

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

Total cost of the Subscription License and Services Agreement and Time and Materials Services Work Order to configure the Kronos Application to meet the Payroll and HR requirements is not to exceed $254,516.12. These charges are operating expenses and will be paid from System Funds budgeted in 2017 and future years, pursuant to and contingent upon Board approval of subsequent years' budgets with a line item for such expenditures (Company: 1000, Accounting Unit: 5021000, Account: 511381).

Sree Pulapaka
Chief of Information Systems

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR LICENSING AND MAINTENANCE SERVICES RELATED TO PROCESS IMPROVEMENTS FOR THE KRONOS WORKFORCE APPLICATION FOR AN AMOUNT NOT TO EXCEED $202,804.10, AND APPROVING A SERVICE CONTRACT WITH IMMIX TECHNOLOGY, INC. TO CONFIGURE THE KRONOS APPLICATION TO MEET PAYROLL AND HUMAN RESOURCES REQUIREMENTS AS WELL AS TRAINING IN AN AMOUNT NOT TO EXCEED $51,712.02; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $254,516.12 FROM THE SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH IMMIX TECHNOLOGY, INC., AND TO PAY IMMIX TECHNOLOGY, INC. AN AMOUNT NOT TO EXCEED $254,516.12 FOR THE SYSTEM’S OBLIGATIONS UNDER THE TERMS OF THE AGREEMENT AND CONTRACT, FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, funds in an amount not to exceed $254,516.12 are required to improve the current Kronos Workforce Software and allow electronic Time-Off Requests, Accrual balances imported from Lawson to Kronos, a Leave Module for FMLA and Intermittent Leave, and Mobile functionality; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to use the competitively bid Information Service Agreement DIR-TSO-2585 through the Texas Department of Information Resources to procure the product and services, (ii) to approve the Agreement with IMMIX Technology, Inc. for Licensing and Maintenance services related to process improvements for the Kronos Workforce application in an amount not to exceed $202,804.10, (iii) to approve a service contract with IMMIX Technology, Inc. to configure the Kronos application to meet Payroll and HR requirements, as well as training in an amount not to exceed $51,712.02, (iv) to authorize total expenditures in an amount not to exceed $254,516.12 to IMMIX Technology, Inc. from the System Fund, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the agreement and service contract with IMMIX Technology, Inc., and to pay IMMIX Technology, Inc. an amount not to exceed $254,516.12 for the System’s obligations under the terms of the agreement and contract; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. The use of the Texas Department of Information Resources agreement DIR-TSO-2585 to
procure the product and services is hereby approved

2. Subscription License and Services Agreement with IMMIX Technology, Inc. in an amount
not to exceed $202,804.10 is hereby approved.

3. A Time and Material Services Work Order with IMMIX Technology, Inc. for professional
services in an amount not to exceed $51,712.02 to configure and implement Kronos enhancements
as well as training is hereby approved.

4. Total expenditures in the amount not to exceed $254,516.12 to IMMIX Technology, Inc.
from the System Fund are hereby authorized.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby
authorized to negotiate and execute the agreement and service contract with IMMIX Technology,
Inc., and to pay IMMIX Technology, Inc. an amount not to exceed $254,516.12 for the System’s
obligations under the terms of the agreement and contract.

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

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason
held to be unconstitutional, illegal, 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.

8. This Resolution is effective immediately upon passage of this resolution.

PASSED AND APPROVED this 29th day of June, 2017.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: APPROVAL OF LETTERS OF ENGAGEMENT FOR LEAD BOND COUNSEL AND CO-BOND COUNSEL FOR DEBT RELATED LEGAL SERVICES FOR THE SAN ANTONIO WATER SYSTEM

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the execution of an Engagement Letter with the law firm of Norton Rose Fulbright US LLP to serve as lead bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as co-bond counsel, for debt-related legal services for the San Antonio Water System (the “System”).

- The System has identified the need for the following debt-related legal services to be provided by the lead bond counsel:
  - Advice concerning the procedural and substantive legal requirements governing the issuance and sale of System obligations and the security therefore.
  - Prepare or review documents related to the authorization, issuance, sale and delivery of debt obligations including, but not limited to, resolutions, ordinances, indentures, agreements, notices, and official statements.
  - Acquire approvals, permissions, and exemptions from other governmental authorities such as are necessary or appropriate in connection with the authorization, issuance, and delivery of debt obligations, particularly approval by the Texas Attorney General, registration with the Texas Comptroller and any other required approvals or actions.
  - Render an objective opinion with respect to any authorization and issuance of debt obligations.
  - Advice concerning the applicable requirements and compliance of federal tax laws and securities laws relating to the issuance and sale of debt obligations.
  - Advice regarding compliance with yield restrictions and arbitrage regulations, as appropriate.
  - Participate in any meetings, etc. with the System, the City of San Antonio, rating agencies, underwriters and other parties, as necessary or appropriate.
Draft, analyze, advise, or comment on federal and state legislation, regulations and rules, and other matters which may have an impact on the System’s debt portfolio.

Assemble and examine transcripts of all proceedings taken in connection with the issuance and sale of all obligations.

Other related-bond counsel legal services, as requested.

Co-Bond Counsel will perform the following debt related services:

- Assist the lead bond counsel in providing advice concerning the procedural and substantive legal requirements governing the issuance and sale of System obligations and the security therefor.
- Assist the lead bond counsel in preparing and/or reviewing documents related to the authorization, issuance, sale and delivery of debt obligations including, but not limited to, resolutions, ordinances, indentures, agreements, notices, and official statements.
- Participate in any meetings, etc. with the System, the City of San Antonio, rating agencies, underwriters and other parties to the transaction, as necessary or appropriate.
- Assist in other related-bond counsel legal services, as requested.

The System solicited Requests for Qualifications for bond counsel legal services in May 2017 and received responses from eight firms.

System staff evaluated the proposals pursuant to the criteria established in the Request for Qualifications to select the most qualified firm(s) to provide the required scope of service.

The firm of Norton Rose Fulbright US LLP is recommended to serve as lead bond counsel with Escamilla & Poneck LLP and Kassahn & Ortiz, PC recommended to serve as co-bond counsel on a rotational basis.

The firms will enter into an Engagement Letter with the System for a five-year term, with up to three one-year renewal options.

The co-bond counsel participation rate is set at 20 percent.

Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

Fees for debt related legal services will be paid from bond proceeds which will be authorized by the Board of Trustees at the time of a bond issuance based on the fee schedule outlined in the Engagement Letter; fees for debt related work not directly related to the issuance of debt will only be authorized by the Senior Vice President/Chief
Financial Officer or the Vice President/General Counsel of the System, and will be paid based on the hourly rate outlined in the Engagement Letter or a fixed fee determined reasonable by the Senior Vice President/Chief Financial Officer and/or the Vice President/General Counsel

SUPPLEMENTAL INFORMATION:

A Request for Qualifications was issued on May 1, 2017. Eight responses were received. Using the selection criteria and weighting set forth in the RFQ, Norton Rose Fulbright US LLP was determined to be the most qualified firm to provide the required services as lead bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as co-bond counsel.

- The following firms responded to the RFQ:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bracewell LLP</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Escamilla &amp; Poneck LLP*</td>
<td>Local/ MBE-Hispanic</td>
</tr>
<tr>
<td>Hardwick Law Firm, LLC</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>J. Cruz &amp; Associates, LLC</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Kassahn &amp; Ortiz, PC*</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>LM Tatum, PLLC</td>
<td>Local/WBE-AABE</td>
</tr>
<tr>
<td>McCall, Parkhurst &amp; Horton LLP</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Norton Rose Fulbright US LLP*</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firms

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 AN ENGAGEMENT LETTER WITH NORTON ROSE FULBRIGHT US LLP TO SERVE AS LEAD BOND COUNSEL AND ESCAMILLA & PONECK LLP AND KASSAHN & ORTIZ, PC TO SERVE AS CO-BOND COUNSEL FOR DEBT RELATED LEGAL SERVICES FOR A FIVE-YEAR TERM WITH THREE ONE-YEAR RENEWAL OPTIONS; DIRECTING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN ENGAGEMENT LETTER AND ANY 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 San Antonio Water System (the “System”) solicited Request for Qualifications for debt-related legal services and

WHEREAS, the System received eight responses to the Request for Qualifications for such services; and

WHEREAS, System staff reviewed the responses pursuant to the criteria established to select the firms most qualified to meet the needs of the System; and

WHEREAS, staff recommends the execution of Engagement Letters with Norton Rose Fulbright US LLP to serve as lead bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as co-bond counsel on a rotational basis; and

WHEREAS, the fees for debt related legal services will be paid from bond proceeds which will be authorized by the Board of Trustees at the time of a bond issuance based on the fee schedule outlined in the Engagement Letter; fees for debt related work not directly related to the issuance of debt will only be authorized by the Senior Vice President/Chief Financial Officer or the Vice President/General Counsel of the System, and will be paid based on the hourly rate outlined in the Engagement Letter or a fixed fee determined reasonable by the Senior Vice President/Chief Financial Officer and/or the Vice President/General Counsel; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to execute an Engagement Letter of engagement with Norton Rose Fulbright US LLP to serve as lead bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as co-bond counsel on a rotational basis for a five-year term with three one-year renewal options; (ii) approve payment of fees in accordance with the terms and provisions of the Engagement Letter;
and (iii) to further authorize the President/Chief Executive Officer or his duly appointed designee
to execute such Engagement Letter and any other documents related thereto; now, therefore:

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

1. That an Engagement Letter to be entered into with Norton Rose Fulbright US LLP to
serve as lead bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as
co-bond counsel on a rotational basis to provide debt related legal services for a term of five
years with three one-year renewal options is hereby authorized and approved.

2. That the payment of fees outlined in the Engagement Letter are hereby approved.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby
authorized to execute an Engagement Letter with Norton Rose Fulbright US LLP to serve as lead
bond counsel and Escamilla & Poneck LLP and Kassahn & Ortiz, PC to serve as co-bond
counsel on a rotational basis and any other documents related thereto.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 29th day of June, 2017.

____________________________________
Berto Guerra, Jr., Chairman

Attest:

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

FROM: Pat Merritt, Chair of the Audit Committee of the San Antonio Water System Board of Trustees

SUBJECT: APPROVE THE TERMINATION OF THE AUDIT SERVICES AGREEMENT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves the termination of the Audit Services Agreement with RSM US LLP.

- City Ordinance No. 75686 adopted April 30, 1992, by the City Council of the City of San Antonio, Texas requires that the San Antonio Water System (SAWS) be audited on an annual basis by an independent accountant.

- In September 2015, at the recommendation of the SAWS Audit Committee, the SAWS Board of Trustees approved Resolution No. 15-208 awarding a three-year contract to Padgett Stratemann & Co. (PS&Co.) to perform an annual audit of SAWS financial statements for the years ended December 31, 2015 through 2017. PS&Co. had previously provided audit services to SAWS since 2005 through two five-year contracts with SAWS.

- Effective August 16, 2016, PS&Co. was acquired by the national firm RSM US LLP (RSM). On November 30, 2016, members of the RSM team met with the Audit Committee to discuss the impact of the merger between RSM and PS&Co. on the performance of the SAWS audit. At this meeting, local representatives of RSM stressed the continuity of the engagement team and asserted a number of items that “Won’t Change as a Result of the Merger”. Among these items were the following:
  - The local service team all being from San Antonio
  - The previously agreed upon fee structure
  - Their commitment to client service and “a client-centric approach to doing business”
  - The audit approach and audit methodology

Based largely upon these assurances, on December 23, 2016, SAWS executed an assignment of the 2015 Audit Services Agreement to RSM.

- The Audit Committee Charter states that the external audit firm reports directly to the Audit Committee. Additionally, the Audit Committee’s responsibilities with respect to the External Auditor include:
Reviewing the qualifications of the external auditors and recommending final approval to the Board on the appointment or discharge of the external auditors
Evaluating the external auditors' performance by discussing their work and by obtaining the opinions of SAWS internal management and SAWS internal auditors

On May 31, 2017, the results of the audit by RSM of the SAWS financial statements were presented to the Audit Committee, and on June 6, 2017, the Board of Trustees accepted the auditor's report on those financial statements.

On June 22, 2017, the Audit Committee met to review and evaluate the performance of RSM relative to the 2016 annual audit. It was noted during this review that the 2016 audit was completed two months past the agreed upon deadline due to additional audit procedures and documentation required by RSM to resolve matters arising from the different approach to the audit resulting from the merger with RSM.

The Audit Services Agreement provides that the agreement may be terminated at any time for any reason upon 30 day written notice to the auditor. The Audit Committee recommends to the Board of Trustees that the Audit Services Agreement with RSM be terminated and that a request for proposal for audit services be issued.

FINANCIAL IMPACT:
There is no financial impact for this action.

APPROVED:

Patricia C. Merritt, Chair of the Audit Committee
San Antonio Water System Board of Trustees
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES TERMINATING THE AUDIT SERVICES AGREEMENT WITH RSM US LLP; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE AND DELIVER THE THIRTY DAY NOTICE OF TERMINATION TO RSM US LLP; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Ordinance No. 75686 adopted April 30, 1992, by the City Council of the City of San Antonio, Texas requires that the San Antonio Water System (the “System”) be audited on an annual basis by an independent accountant; and

WHEREAS, on September 1, 2015, the Board of Trustees approved Resolution No. 15-208 awarding a three-year contract to Padgett Stratemann & Co. (PS&Co.) to perform an annual audit of the System’s financial statements for the years ended December 31, 2015 through 2017; and

WHEREAS, System executed an assignment of the 2015 Audit Services Agreement to RSM US LLP (RSM) on December 23, 2016, as a result of the acquisition of PS&Co. by RSM; and

WHEREAS, the Audit Committee Charter states that it is the Audit Committee’s responsibility to recommend final approval to the Board on the appointment or discharge of the external auditors; and

WHEREAS, the Audit Services Agreement provides that the agreement may be terminated at any time for any reason upon 30 days written notice to the auditor; and

WHEREAS, the Audit Committee recommends to the Board of Trustees that the Audit Services Agreement with RSM be terminated and that a request for proposal for audit services be issued; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to terminate the audit services agreement with RSM US LLP; and (ii) to authorize the President/Chief Executive Officer to execute and deliver the thirty-day notice of termination to RSM US LLP; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES:

1. The Audit Services Agreement with RSM US LLP dated December 23, 2016, is hereby terminated.

2. The President/Chief Executive Officer is hereby authorized to execute and deliver the thirty-day notice of termination to RSM US LLP.

3. It is officially found, determined and declared that the meeting at which this resolution was 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 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 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 has 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 29th day of June, 2017.

_________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Julie Valadez, AIA, Project Manager, Development, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF A DESIGN BUILD CONTRACT FOR PHASE 2 OF THE SERVICE CENTER PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a Design Build contract to Teal Construction Company, a local, non-SMWVB firm, for Phase 2 of the Service Center Project, in the amount of $17,710,927.00 and authorizes the President/Chief Executive Officer or his duly appointed designee to execute a contract and make related expenditures.

- A series of projects associated with the Service Center Program (the “Program”) were deemed necessary based on a comprehensive in-house analysis. The Service Center Program, as currently planned, is divided into four phases that will provide for new and upgraded Service Centers planned and located to service the San Antonio Water System’s (the “System”) current and future customers.

- The Program was determined a necessity to the System due to an expanded service area and an increased customer base. The System’s existing service centers are at full capacity. New service centers and improvements of existing service centers are needed to more efficiently serve our customers and to reduce overcrowding at existing service centers.

- The Program’s concept was originally presented at the Policy and Planning meeting in December of 2010 and the Board directed staff to proceed with the Program.

- On June 14, 2016, Phase 1 of the Service Center Project was completed and is currently in full operation.

- The next phase of the program, Phase 2, will be completed by 2Q of 2019, and provide for new construction and renovation of buildings located on two existing System sites.

- Teal Construction Company was selected for the Design Build Contract for Phase 2 of the Service Center Project following interviews that were conducted February 9, 2017.

- Their scope of work includes the following four components:
Award of Design Build Contract – Phase 2 Service Center Project

- General Design-Build Services
  - Standard of Care
  - Geotechnical and Surveying
  - Commissioning support
  - Meeting and reports
  - Communication using CPMS

- Design Phase Services
  - Coordination of Design deliverables
  - Coordination of Design meetings and reviews
  - Pre-construction meetings
  - Design Submittals to include drawings, specs and control estimates
  - Construction document submittal to include drawings, specs, final GMP, and project schedule

- General Conditions
  - General office expenses
  - Materials testing
  - Training and health and safety plan
  - Security

- Construction Management
  - Coordination of subcontractors
  - Construction planning to include: procurement and scheduling
  - Bidding plans and specifications
  - Construction monitoring, observation and testing
  - Shop drawing submittals
  - Schedule and budget management

- Closeout and Warranty Services
  - Performance testing and functional testing
  - Punch list
  - Training operations and maintenance staff on all systems
  - Develop Managing and maintain warranty plan

- The Initial Guaranteed Maximum Price (IGMP) has been negotiated in the amount of $17,710,927.00 and includes all design services fees, construction services fees, costs of work, and insurance for the performance of the Design Build work and services in connection with and as required by the contract. Upon completion of the design phase, Teal Construction Company will submit final construction documents and its proposal to the System for the final GMP, which is required by the conditions of the contract to be at or below the IGMP. The GMP will establish a fixed cost and transfers various risks to the contractor.

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

The Project Fund will finance the total amount of $17,710,927.00 for these services that are budgeted in the 2016 budget. This additional work is included in the Water Delivery Core Business and Wastewater Core Business. The correlating job numbers are 16-7709 and 16-7710. Total value of this action is an amount not to exceed $17,710,927.00.

**SUPPLEMENTARY COMMENTS:**

On September 23, 2016, staff solicited qualification statements from firms desiring to provide Design Build services. On October 20, 2016, qualification statements were received.

The three teams listed below were invited to submit proposals for the design and construction of Phase 2 of the Service Center Project. Teal Construction Company and The Sabinal Group ultimately submitted proposals. Interviews were conducted on February 9, 2017.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.A. Nunnelly Company**</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Teal Construction Company*</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>The Sabinal Group</td>
<td>Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

*Selected Firm
**Non-Responsive

Teal Construction has proposed to use Durand-Hollis Rupe, Inc., dba DHR Architect, a local, MBE-Hispanic firm, and DHR Architect’s subconsultants, for six percent of the contract. Some of DHR Architect’s subconsultants are non-SMWVB, and so the SMWVB participation of the design component of the contract is 3.42 percent. However, Teal Construction Company has proposed that 39 percent of the total contract value, including the construction phase, will use the services of SMWVB subconsultants and subcontractors. The System’s SMWVB participation goal for the program was 30 percent. Below is the SMWVB breakdown for the Design Phase of the contract.

<table>
<thead>
<tr>
<th>SMWVB ANALYSIS – BOARD AWARD</th>
<th></th>
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<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
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<tr>
<td>MBE – African American</td>
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<tr>
<td>MBE – Asian</td>
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<tr>
<td>MBE – Hispanic</td>
<td>2.64%</td>
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<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
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<tr>
<td>WBE – Non–Minority</td>
<td>0.78%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>3.42%</td>
</tr>
</tbody>
</table>
Julie Valadez, AIA, PMP
Project Manager
Development

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

Robert R. Puente
President/Chief Executive Officer

Attachment:
1. Project Area Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

PHASE 2 SERVICE CENTER PROJECT

LEGEND
★ PROJECT SITE
                          EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF TEAL CONSTRUCTION COMPANY IN THE AMOUNT NOT TO EXCEED $17,710,927.00 FOR THE DESIGN AND CONSTRUCTION OF PHASE 2 OF THE SERVICE CENTER PROJECT; APPROVING A DESIGN BUILD CONTRACT WITH TEAL CONSTRUCTION COMPANY FOR DESIGN AND CONSTRUCTION FOR PHASE 2 OF THE SERVICE CENTER PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $17,710,927.00 FROM THE PROJECT FUND FOR THE PERFORMANCE OF THE DESIGN BUILD CONTRACT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE CONTRACT, AND TO PAY TEAL CONSTRUCTION COMPANY AN AMOUNT NOT TO EXCEED $17,710,927.00 FOR THE DESIGN BUILD SERVICES AND WORK 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 San Antonio Water System (the “System”) has solicited Design Build proposals for the Phase 2 of the Service Center Project; and

WHEREAS, Teal Construction Company, a local, non-SMWVB firm, is deemed to be the most qualified Design Build provider for these services and work on the basis of demonstrated competence, qualifications, and for the best value; and

WHEREAS, Teal Construction Company, has submitted a proposal for an initial guaranteed maximum contract amount not to exceed $17,710,927.00 to provide the Design Build services and work; and

WHEREAS, System funds in an amount not to exceed $17,710,927.00 are required for the Design Build work and services for Phase 2 of the Service Center Project; and

WHEREAS, the required amount not to exceed $17,710,927.00 is available from the Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the proposal of Teal Construction Company, for an initial guaranteed maximum contract amount not to exceed $17,710,927.00 for the Design Build work and services in connection with Phase 2 of the Service Center Project, (ii) to approve a Design Build contract with Teal Construction
Company, in connection with Phase 2 of the Service Center Project, (iii) to authorize and make available expenditures in an amount not to exceed $17,710,927.00 from the Project Fund for the Design Build work and services in connection with Phase 2 of the Service Center Project, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the contract and to pay Teal Construction Company an amount not to exceed $17,710,927.00 for the performance of the Design Build work and services in connection with and as required by the contract for Phase 2 of the Service Center Project; now, therefore:

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

1. That the proposal of Teal Construction Company, in connection with Phase 2 of the Service Center Project is hereby accepted.

2. That the Design Build contract with Teal Construction Company, in substantial form as that attached hereto as Attachment I for the Design Build Services for the New Service Center Project is hereby approved.

3. That expenditures in an amount not to exceed $17,710,927.00 are hereby approved to be expended from the Project Fund for the performance of the Design Build work and services as required by the contract in connection with Phase 2 of the Service Center Project.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute in substantially similar form the contract attached as Attachment I, and to pay Teal Construction Company, in an amount not to exceed $17,710,927.00 for the performance of the Design Build work and services as required by the contract for the Design Build work and services in connection with Phase 2 of the Service Center 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 a 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 shall become effective upon its passage.
PASSED AND APPROVED this 29\textsuperscript{th} day of June, 2017.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
DESIGN-BUILD SERVICES AGREEMENT
FOR THE SAN ANTONIO WATER SYSTEM
PHASE 2: SERVICE CENTER PROJECT

This Design-Build Services Agreement (“Agreement”) is made and entered into on this 29th day of June, 2017 between the SAN ANTONIO WATER SYSTEM, a public water utility created pursuant to the provisions of Ordinance No. 75686 of the City of San Antonio, Texas, and Texas Local Government Sections 402.141 et seq., in the State of Texas (“Owner”) and Teal Construction Company, a Texas Corporation, having its principal place of business located at 1335 Brittmore Road, Houston Texas 77043 (“Design-Build Firm”). Owner and Design-Build Firm are collectively referred to herein as the “Parties.”

RECITALS

This Agreement relates to the design and construction of the East Side Operations Center (“ESOC”) and the North West Operations Center (“NWOC”), each of which are located on different sites as described in the attached Design Criteria Package (DCP) (Exhibit 1). These service centers constitute the Phase 2 of Owner’s Service Center Project, to be designed and constructed for overall management and operation by the Owner.

Owner has, with the assistance of APSI CONSTRUCTION MANAGEMENT (“Program Manager”), undertaken a program for the design and construction of Owner’s Phase 2: Service Center Project. The Owner’s Program Manager will assist Owner’s Project Manager with respect to the Design-Build Firm’s performance of this Agreement and assist Owner to ensure the Project conforms to the requirements of this Agreement.

Owner, based upon the recommendations of the Program Manager and its architectural subconsultant, H MUÑOZ AND COMPANY, INC. d/b/a Muñoz and Company, Inc. (“Architectural Representative”) has determined that the Phase 2: Service Center Project should be designed and constructed using the “design-build” delivery method in accordance with Chapter 2267, Section 3.01, et. seq. of the Texas Government Code (the “Code”).

Architectural Representative has been designated to act as the Owner’s design representative for the duration of the Phase 2: Service Center Project and has assisted Owner with preparation of the design criteria that Owner considers necessary to describe the Project.

Architectural Representative is registered as an architect under Chapter 1051 of the Texas Occupations Code, and was selected along with the Program Manager based upon the Program Manager’s and Architectural Representative’s demonstrated competence and qualifications in conjunction with the original procurement of the services of Program Manager and its subconsultants. The Architectural Representative will (i) act independently of the Design-Build Firm, (ii) provide Owner independent professional design services as required by the Code for the delivery of the Project using the design-build delivery method; and (iii) assist Owner to ensure the Project conforms to the Owner’s design criteria.
Owner has, in accordance with the alternative project delivery procedures prescribed by the Code, determined that the Design-Build Firm is qualified to deliver the Project in conformity with Owner’s design criteria and the requirements of this Agreement.

Owner and Design-Build Firm agree that the Design-Build Firm shall deliver the Project as described herein, according to the standards, requirements, processes, and procedures required herein, for which Owner has agreed to compensate Design-Build Firm for its Work and Services subject to the terms and conditions set forth below, which are hereby accepted by the Parties.

TABLE OF CONTENTS

I. Definitions .......................................................................................................................... 3
II. Project Description and Contract Documents .................................................................. 18
III. Scope of Services and Work ........................................................................................... 22
IV. Subcontracting .................................................................................................................. 42
V. Construction By Owner or By Separate Contractors ....................................................... 44
VI. Scheduling of Construction Phase Services ..................................................................... 45
VII. Time for Performance, Excusable Delay; Schedule Limitations; Remedies for Inexcusable Delay; and Cost Limitations ................................................................. 47
VIII. Standard of Care, Representations and Warranties ..................................................... 52
IX. Design-Build Firm’s Compensation ................................................................................ 63
X. Safety of Persons and Property ........................................................................................ 68
XI. Indemnity, Insurance and Liability ................................................................................ 72
XII. Processing of Payments .................................................................................................. 75
XIII. Substantial Completion and Final Completion of the Work ........................................ 83
XIV. Uncovering and Correction of Work .............................................................................. 92
XV. Design-Build Firm’s Warranty Obligations .................................................................... 94
XVI. Design-Build Firm’s Bonds ........................................................................................... 96
XVII. Suspension and Termination ......................................................................................... 98
XVIII. Equal Employment Opportunity Requirements ....................................................... 103
XIX. Dispute Resolution Procedures .................................................................................. 103
XX. Miscellaneous ................................................................................................................. 104
I. Definitions

A. The following definitions apply in this Agreement:

1. “Allowance” means a maximum amount Approved for expenditure by the Design-Build Firm for the Services and/or Work, or for certain materials and/or equipment to be installed in the Project, the cost of which may be unknown or undetermined at the time of establishing the Initial GMP, and such other allowances as are expressly described in this Agreement. Any Approved Allowances are included in the Initial GMP.

2. “Applicable Law(s)” means the laws, rules, regulations, codes, ordinances and restrictive covenants (whether federal, state or local) of any kind governing the Project or the development, approval, use or occupancy of the Project.

3. “Application(s) for Payment” means the Design-Build Firm’s invoices for payment for Services and Work performed hereunder, to be prepared and submitted in accordance with Article X. The term includes Applications for Progress Payments and the Application for Final Payment.

4. “Approval” or “Approved” means the written approval of Owner, and, as applicable, the Program Manager and/or Architectural Representative, where expressly required herein. Owner may exercise the right of Approval in its sole discretion. Owner’s Approval shall not require formal approval of Owner’s Board of Trustees unless such Board approval is expressly required by this Agreement, or is otherwise required by Owner’s policies. The act of an Approval shall not constitute a waiver of Owner’s rights hereunder or excuse the Design-Build Firm from fulfilling its obligations to perform in accordance with this Agreement.

5. “Architectural Representative” means H Muñoz and Company, Inc. d/b/a Muñoz and Company, Inc. (f/k/a Kell Muñoz Architects, Inc.), the firm designated by Owner to act as Owner’s independent representative for the duration of the Project.

6. “As-Builts” means the Design-Build Firm’s detailed record in the Building Information Model, and in AutoCAD format and in hard copy format, certified by the Design-Build Firm’s Design Professional of Record to show the accurate location of all elements of the Project as constructed, the delivery of which As-Builts shall constitute Design-Build Firm’s representation and warranty that such information is complete and accurate.

7. “Board” shall mean the San Antonio Water System Board of Trustees, which is the governing body of the Owner.

8. “Building Information Model” or “BIM” means a computable, parametric representation of all the physical and functional characteristics of the Project
facilities and their related life-cycle information, to serve as a repository of related information, as required by the Building Information Modeling Protocols (Exhibit 2), for use by the Design-Build Firm and the Project Team during the Design Phase and Construction Phase of the Project, and for the Owner to continue to use and maintain the Project throughout its life-cycle.

9. “CIP-Aces” is a form of construction project management software that will be used by Owner and the Design-Build Firm to manage the Project via an Owner’s Project-specific website used to make all such records continuously available to Owner to view or print in electronic form from Owner’s offices and at the Site, including invoices for payment for Work and Services that the Design-Build Firm is required to perform on the Project.

10. “Claim(s)” shall mean any disputed liability, obligation, loss, harm, physical or economic damage, penalty, action, suit, judgment, cost, claim, expense or disbursement or other claim of any form of liability of whatsoever kind and nature, whether founded or unfounded (including without limitation reasonable attorney fees, expert witness fees and expenses, costs of discovery, and all other costs of defense) due to, arising out of, or in any way relating to this Agreement, the Design-Build Firm Personnel’s operations in connection herewith, or the Work, whether due to bodily injury, sickness, disease, or death to any person, or to injury to or destruction of property or the loss of use thereof.

11. “Confidential Information” means all data and information of Owner, including all Work Product, that Owner owns as its proprietary and/or confidential property, including but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, source code, schematics, designs (including Design Criteria Packages), BIM data and models, contracts, vendor and contractor lists, financial information, operational processes, plans and schedules and any of the Owner’s business information.

12. “Conflict of Interest” shall have the meaning set forth in Section VIII.A(12).

13. “Construction Change Directive” is a written order signed by Owner directing a change in the scope of the Services and/or Work.

14. “Construction Documents” (as a part of, but distinguished from, the “Contract Documents”) means the Design Professional of Record’s final approved-for-construction Plans, Drawings, and Specifications, setting forth in detail the requirements for design and construction of the Project and the levels of quality and functionality for the materials and systems to be incorporated into the Project, as accepted by Owner, Program Manager and Architectural Representative.

15. “Construction Phase” means that phase of the Project that follows issuance of Owner’s Notice to Proceed with the applicable Stage of construction of the Project, and during which physical execution of the Work, as required by the
Construction Documents occurs, and at the conclusion of which Final Completion of the entire Project occurs.

16. “Construction Services” (as distinguished from Design Services) shall mean all Services the Design-Build Firm is required to perform hereunder to physically execute the Work, as required by the Construction Documents.

17. “Construction Services Fee” means the Design-Build Firm’s fixed Fee for the performance of all Construction Services by Design-Build Firm’s field indirect staff, and related costs for such staff, as shown on the Pricing Schedule (Exhibit 3). The Construction Services Fee shall include as a subpart thereof the Design-Build Firm’s fixed General Administrative Fee, comprised of separately detailed line items, as shown on the Pricing Schedule (Exhibit 3), for home office overhead, profit, and all allowable general conditions costs (including costs of premiums for insurance, bonds and other security required herein) listed in the Pricing Schedule (Exhibit 3). The Construction Services Fee is part of the Initial and Final GMP, and not a part of the Cost of the Work.

18. “Contract Amendment(s)” shall mean any written amendment to this Agreement, in the form of a Contract Amendment (Exhibit 4), when executed by both Parties.

19. “Contract Documents” shall mean all of the Contract Documents comprising or made a part of this Agreement between the Owner and the Design-Build Firm, including the Exhibits to this Agreement, as more fully described in Section II.C, and includes any Contract Amendment signed by the Owner and the Design-Build Firm. Contract Documents shall also include the DPOR’s final approved-for-construction Construction Documents, upon Owner’s Approval thereof.

20. “Control Estimate(s)” means the series of working estimates that the Design-Build Firm prepares, in the same format as shown in the Pricing Schedule (Exhibit 3), which estimates are to be submitted at each design submittal during the Design Phase, and for which the total amount of any such Control Estimate shall not exceed the Initial Guaranteed Maximum Price initially established in the Pricing Schedule (Exhibit 3).

21. “Cost of the Work” shall generally mean all costs necessarily incurred by the Design-Build Firm to properly perform the construction of the physical Work, including all costs to manage, procure, construct, install, inspect, and test all Project components, in accordance with this Agreement. For clarity, the Cost of the Work does not include the Design Services Fee. The “Cost of the Work” refers only to the direct or indirect field costs the Design-Build Firm reasonably and necessarily incurs for the proper performance of the Work in strict compliance with the Contract Documents, and excludes any item of cost required to be covered by the Pre-Construction Services Fee or the Construction Management Fee. The Cost of the Work shall not include, and Design-Build Firm shall not obtain, receive or accept any remuneration for, any additional
mark-up on the value of any Work performed by Subcontractors, the management of which shall be compensated solely by the Design-Build Firm’s Construction Services Fee. The Cost of the Work shall only include the reasonable and necessary cost of those items shown on Exhibit 3, Pricing Schedule.

22. “Day” as used in the Contract Documents shall mean Calendar Day, unless otherwise specifically defined. A Calendar Day is a day of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated.

23. “Design Criteria Package(s)” or “DCP(s)” shall mean one or more sets of documents developed by the Architectural Representative, and Approved by Owner and Program Manager, to provide information to the Design-Build Firm that describes the design criteria for the Project, including, as appropriate, the legal description of the site of the Project, site survey, site development requirements and other information related to the Site of the Project, conceptual criteria for the Project, interior space requirements, special material requirements, material quality standards, special equipment requirements, performance specifications, item specifications, quality control requirements, applicable codes and ordinances, provisions for utilities, construction limits, block layouts showing affinities, or any other requirement applicable to the Project. The DCP shall control over the provisions of this Agreement in the event of any inconsistency in the description of the Owner’s requirements for the Project. The DCP specifies criteria the governmental entity considers necessary to describe the Project. The DCP includes certain preliminary design related information that has been developed by the Architectural Representative, and certain geotechnical analyses, including environmental survey findings and other information related to civil design, prepared by the Program Manager’s geotechnical engineering subconsultant, in the form of preliminary design drawings and specifications prepared to more explicitly delineate for the Design-Build Firm the requirements of Owner’s Design Criteria Package (DCP) for the delivery of the East Side Operations Center (“ESOC”) and the North West Operations Center (“NWOC”) that constitute Phase 2 of Owner’s Service Center Project. Such information should only be considered to be in the nature of “bridging documents” to define the Project and to provide information for the Design-Build Firm to consider in evaluating the risk that the Design-Build Firm must assume under this Agreement with respect to the Site, in accordance with Articles VII and XIII. The Design-Build Firm shall not, however, be entitled to make any claim to adjust the GMP or the Project Schedule based upon any error, omission, ambiguity, conflict or discrepancy in the DCP that may at any time become recognized or observed. The Design-Build Firm confirms that it has carefully considered the DCP and all such information in preparing its Proposal, and will consider the DCP to independently prepare its own Construction Documents for the design for delivery of the Project after the execution hereof and submit all design elements therein for Owner’s review and Approval as to scope compliance. The Design-Build Firm shall be solely responsible for all preparation, signing and sealing of the
Construction Documents and all construction means and methods for delivery of the Project.

24. “Design” means the DPOR’s preparation of the Construction Documents, and includes any phases the Design-Build Firm chooses to use to describe its process for preparation of the Construction Documents to meet the requirements of the DCP for the Project, taking into consideration the constraints established by the Budget. The Design also corresponds to the Services more particularly described in Article III, below. Design-Build Firm understands and agrees that Owner’s Approval of any design documents, including the Construction Documents, is conditioned on Design-Build Firm’s preparation of a design that will strictly adhere to the DCP. Any variation from the DCP must be specifically identified, described, and approved by Owner in writing prior to Design-Build Firm’s submission of Construction Documents for Owner’s Approval that are based upon any such variation.

25. “Design-Build Firm” means Teal Construction Company, the firm selected by the Owner as the Design-Build Firm for the Project.

26. “Design-Build Firm Personnel” means Design-Build Firm, its members, subconsultants, and subcontractors and suppliers of any tier, employed or contracted to provide Design Services, Construction Services, materials, supplies and systems (whether or not procured by Owner), and all providers of geotechnical, environmental, construction management, and other Services for the Project, and all of the foregoing shall be deemed to be, under the control or supervision of Design-Build Firm for all purposes in connection with the performance of this Agreement. Design-Build Firm shall bind all Design-Build Firm Personnel to the obligations stated herein.

27. “Design-Build Firm’s Contingency” means a sum that is not allocated to or included in the Cost of the Work, and which the Parties have established in the Initial Guaranteed Maximum Price as a sum to be available for the Design-Build Firm to use only for reasonable and necessary costs to overcome and resolve intervening disruptions to the Services and Work that the Design-Build Firm, despite the exercise of reasonable diligence:

(a) could not foresee at the time of Contract execution or Approval of the Final Guaranteed Maximum Price for the Work; and

(b) cannot prevent or mitigate in the exercise of reasonable diligence.

The Design-Build Firm’s Contingency will be adjusted as a part of the Final GMP to reflect the elimination of risk of unforeseeable costs.

28. “Design-Build Firm’s Pricing Schedule” is the schedule of the Design-Build Firm’s costs and Fees, attached as Exhibit 3.
29. “Design-Build Firm’s Staffing Plan” is the Design-Build Firm’s plan for staffing of the Project with the Design-Build Firm Personnel, the costs for whose Construction Services and Design Services are included in the Design-Build Firm’s Fees, as shown on the Pricing Schedule, attached as Exhibit 3.

30. “Design Professional(s) of Record” or “DPOR” means, the architectural and/or engineering professional(s) included in the Design-Build Firm Personnel and who the Design-Build Firm hereby certifies to Owner to have been selected by it as its design professional member(s), based on their demonstrated competence and qualifications, in the manner provided by Section 2254.004 of the Code, to perform all Design Services and to develop all design elements for the Project consistent with the Owner’s Design Criteria Package(s) and to prepare or cause to be prepared under the DPOR’s instruction, control, or supervision the architectural and engineering plans, Drawings, Specifications and other Construction Documents for the construction of the Project in accordance with the requirements of this Agreement, the Standard of Care, and Applicable Law. For greater clarity, the DPOR is responsible to perform Design Services during the Construction Phase.

31. “Design Services” (as distinguished from Construction Services) means all Services of the DPOR and the professional Design Services of all other Design-Build Firm Personnel for the design the Project, including, without limitation, the preparation of the architectural and engineering plans and all Drawings, Specifications, reviews and approvals of Submittals, BIM contributions, applications for governmental approvals and certifications (including the LEED Services required by Exhibit 10), reviews and responses to requests for information relating to design and all other design-related documents and deliverables, including those contemplated to be prepared during each of the Design Phases and evaluations of the Work of the Design-Build Firm during the Construction Phase, reviews of Shop Drawing Submittals, responses to Requests for Information (“RFI(s)”), and clarifications of design intent.

32. “Design Services Fee” shall mean the Fee for the performance of the Design Services, as shown in the Pricing Schedule. The Design Services Fee is a fixed fee, inclusive of all Design Services required to properly complete the Project in accordance with this Agreement. The Design Services Fee is a part of the Initial and Final GMP, and is separate from the Construction Services Fee. The Design Services Fee includes all costs of designing and administration of the designing of the Project. The Design Services Fee is not part of the Cost of the Work, and shall not be used as a basis for the penal sum of the Payment Bond and Performance Bond.

33. “Drawings” means the graphic and pictorial portrayal of portions of the Construction Documents, and including all information required to maintain the BIM, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
34. “Earned Value” means, with reference to an “Earned Value Analysis Report,” a measure of the value of Work and Services actually completed in relation to the Project Schedule for their completion, to be reported in reference to the planned Schedule of Values. Earned Value compares the amount of Work that was planned to be completed with the Work actually accomplished to determine whether costs incurred and progress achieved are as-planned and in compliance with the Contract. The Earned Value analysis shall be based on the Initial GMP and the Approved Final GMP, as applicable, and the original Approved Project Schedule and it will be used to determine the Project’s Cost Performance Index (CPI) and Schedule Performance Index (SPI).

35. “Effective Date” means the effective date of this Agreement as stated on the first line of this Agreement, above.

36. “Excusable Delay” shall have the meaning set forth in Section VII.C.

37. “Fee” or “Fees” shall mean any one of the following, and Fees shall include the total sum of:

   (a) the Design Services Fee;

   (b) the Construction Services Fee (which includes the General Administrative Fee);

all of which Fees which are all inclusive of markups for overhead, profit and taxes (if any), and as shown on the Pricing Schedule (Exhibit 3). All Fees are fixed, lump sum fees for the Project, and are to be included in the Initial Guaranteed Maximum Price, but are not included in the Cost of the Work. Fees shall also be included in the Schedule of Values, according to Approved percentages of completion to be attained for the earning of the various portions of such Fees, and supported by such data as Owner and Program Manager may require for substantiating the earning of the Fees, for purposes of administration of Owner’s payments to the Design-Build Firm.

38. “Final Completion” means that phase of completion of the Project by which all Punch List Work and any deficiencies in the Work identified to the Design-Build Firm by the Owner, Program Manager, and/or Architectural Representative, as applicable, or by building inspectors or other governmental authorities having jurisdiction, have been corrected, completed, or otherwise addressed to their respective satisfaction, as applicable, as evidenced by the issuance of a Final Certificate of Occupancy by the governmental authority having jurisdiction and the issuance of Owner’s Certificate of Final Completion after fulfillment of all other conditions precedent to Final Completion as set forth in Section XIII.C. For the avoidance of doubt, Final Completion of the Project cannot occur until both Operations Centers achieve Final Completion.
39. “Final Completion, Certificate of” shall mean the certificate prepared by the Program Manager, in the Approved form, stating the actual date of Final Completion of the Project, and signed by the Owner, Program Manager, and Design-Build Firm, confirming that Design-Build Firm has achieved Final Completion of the Project as of such date.

40. “Final Completion, Scheduled Date of” means the dates shown as the Final Completion Dates in the Project Schedule (Exhibit 6), by which dates all Services and Work of Design-Build Firm shall have been completed and accepted by the Owner, and the dates by which the Design-Build Firm is required to have achieved Final Completion of each of the Service Centers according to the Project Schedule, or any Approved update thereto.

41. “General Administrative Fee” means that portion of the Design-Build Firm’s Construction Services Fee that includes separately detailed line item charges for general home office support, overhead and profit, as shown on the Pricing Schedule (Exhibit 3). The General Administrative Fee is a fixed fee.

42. “Guaranteed Maximum Price” or “GMP” means the Guaranteed Maximum Price for the Project, and also means and refers to the term “Guaranteed Maximum Price” as used in the defined terms of “Initial Guaranteed Maximum Price,” “Final Guaranteed Maximum Price,” and “Final Guaranteed Maximum Price Proposal.”

43. “Guaranteed Maximum Price, Final” or “Final GMP” means the sum for all Services and Work to accomplish the design, procurement and construction of the Project, including all Project components, in compliance with this Agreement which includes the Cost of the Design, the Cost of the Work, all Fees, the Design-Build Firm’s Contingency, the Allowances and all other costs and expenses for the performance of this Agreement all as identified on the Pricing Schedule (Exhibit 3). The Final GMP shall be established by Contract Amendment as the GMP for the Project after the Construction Documents Phase and submission of Design-Build Firm’s Final Guaranteed Maximum Price Proposal. The Final GMP shall supersede, but may not exceed, the Initial Guaranteed Maximum Price established at execution of this Agreement in the Pricing Schedule (Exhibit 3). The Final Guaranteed Maximum Price may thereafter be adjusted only by Contract Amendment or an Approved Construction Change Directive. At Final Completion, a Contract Amendment shall be used to adjust the Final GMP to include only the amounts of the Design-Build Firm’s Contingency and Allowances that Owner has Approved to be expended in the performance of this Agreement, and exclude any amounts thereof that were not so Approved. The total payment obligations of Owner for the Design-Build Firm’s Services and Work to complete the Project shall not exceed the Final GMP, as adjusted.

44. “Guaranteed Maximum Price, Initial” or “Initial GMP” means the amount established upon execution of this Agreement as the maximum sum Owner shall pay for the Project before any commencement of the Services and Work, as
further described in Section IX.A and in the Pricing Schedule (Exhibit 3). With the development of the design for the Project, Value Engineering Analysis and refinement of the estimated Cost of the Work, the Initial GMP will become superseded by the Final GMP as the GMP for the Project. Owner expects the Final GMP to be less than the Initial GMP, as further described in Section VII.L, below.

45. “Guaranteed Maximum Price Proposal, Final” or “Final GMP Proposal” means the amount of the Final GMP that the Design-Build Firm proposes in its final Control Estimate to be the GMP for the Project, which Final GMP Proposal shall be submitted with the Design-Build Firm’s final design submission at completion of the Construction Documents Phase. Such Final GMP Proposal shall be submitted in the same format as the final Control Estimate, and shall provide such supporting information as Owner may require for the Final GMP Proposal to serve as the basis for final negotiation of a Contract Amendment to establish the Final GMP for all Services and Work required hereunder as the GMP for the Project. The Final GMP Proposal shall be in the form attached hereto as Exhibit 7 and shall supersede, but is expected not exceed, the Initial GMP established at execution of this Agreement.

46. “Hazardous Substance(s)” shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act (“TSCA”), The Clean Water Act (“CWA”), The Clean Air Act (“CAA”), and the Marine Protection, Research and Sanctuaries Act (“MPRSA”), The Occupational Safety and Health Act (“OSHA”), The Superfund Amendments and Reauthorization Act of 1986 (“SARA”), or other state super lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as “environmental laws”) Hazardous Substance(s) is defined to include but is not limited to the following:

(a) any asbestos or any material which contains any hydrated mineral silicate, including chrysotile, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable;

(b) any polychlorinated biphenyls (“PCBs”), or PCB-containing materials, or fluids;

(c) Dioxins;

(d) radon;
(e) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

(f) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

(g) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.;

(h) the Texas Water Code Annotated Section 26.344 and Title 30 of the Texas Administration Code Sections 334.3 and 334.4, whether empty, filled or partially filled with any substance; and

(i) any other hazardous material, hazardous waste, Hazardous Substance, solid waste, and toxic substance; or those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

47. “Minimum Certification Level” means the Owner’s requirement that certain facilities within the Project be certified by the DPOR as equivalent to no less than the Silver certification level formerly recognized by the United States Green Building Counsel (USGBC”) under the Leadership in Energy and Environmental Design (‘LEED”) 2009 for New Construction and Major Renovations Rating System, as further described in the DCP (Exhibit 1). The foregoing notwithstanding, Owner acknowledges that certification from the USGBC pursuant to the LEED 2009 for New Construction and Major Renovations Rating System is no longer available. The Design-Build Firm will only be required to achieve the equivalent to such past level of certification, and Design-Build Firm shall not be required to obtain certification from USGBC.

48. “Mockup(s)” means Design-Build Firm’s construction of a portion of the Work, or an example of the construction thereof, for purposes of confirming and/or testing the appropriateness and performance of the design, materials and/or construction thereof, before continuing with the actual physical construction thereof.

49. “Owner” means the San Antonio Water System and its authorized representatives, including its Board, and successors in interest.
“Owner Indemnified Parties” means Owner and Owner’s trustees, directors, officers, employees and any other persons or entities agents and employees or any third party under the Owner’s control or supervision, including Owner’s Program Manager and any other persons or entities expressly identified as Owner Indemnitees under Section XI.A. For the avoidance of doubt, Design-Build Firm, the DPOR and all other the Design-Build Firm Personnel, are not Indemnified Parties.

“Owner’s Notice to Proceed” or “Notice to Proceed” means Owner’s written notice to the Design-Build Firm to proceed with the applicable Stage of all or any portion of the Services and Work required under this Agreement on or before the date stated in such notice.

“Owner’s Project Manager” means the employee of Owner assigned to act on Owner’s behalf to oversee and manage the Program Manager, the Design-Build Firm, and Owner’s Separate Contractors in connection with the management of the Project. The person designated as the Owner’s Project Manager pursuant to Section XX.D, below, is authorized to act on behalf of Owner with respect to the day-to-day management of the Work and Services required under this Agreement.

“Pending Third Party Claim(s)” means any Claim made or threatened by a third party against the Owner arising out of or relating in any way to the Project and/or this Agreement:

(a) which has been identified in writing to Owner prior to Design-Build Firm’s submission of its Application for Final Payment; and/or

(b) which the parties have agreed in writing to allow to remain pending following and notwithstanding the issuance of Final Payment, in accordance with Section XIII.G, below.

“Performance Bond” means the bond the Design-Build Firm will provide at the time the Final GMP is established, in the form required in Exhibit 8.2. The Performance Bond shall guarantee the performance of all covenants and stipulations of this Agreement, including those related to the Design-Build Firm’s warranty obligations. The penal sum of the Performance Bond excludes the Design Services Fee for all costs of design.

“Project” means the design and construction of the East Side Operations Center (“ESOC”) and the North West Operations Center (“NWOC”), each of which are located on different sites as described in the DCP (Exhibit 1). As used in this
Agreement, “Project” means and refers to the design and construction of the Operations Centers on both of these Sites and may refer to the whole or a part of the Project.

58. “Project Management Plan” or “PMP” is an overall management plan for the Project, developed by the Program Manager, which describes all protocols, processes and plans Design-Build Firm shall use on this Project in conjunction with the CPMS. Design-Build Firm’s plans and points of contact shall be incorporated into the Project Management Plan prior to issuance of Owner’s Notice to Proceed with the applicable Phase of any Services or Work. The PMP is attached hereto as Exhibit 9.

59. “Projectmates” is a form of construction project management software that is a web-based collaborative sharing, project communication and information management system that will be used by Owner and the Design-Build Firm for the Project, having the following features: communications and ‘ball-in-court’ tracking; collaboration capabilities allowing for upload and repository of CAD and BIM deliverables, submittals and Project progress photos; cost reporting; scheduling; cost budget management, resource allocation; RFI/ASK/submittal transaction recording, change request tracking, pay request tracking, quality management; and all other documentation associated with the Projects, all as more fully described in the PMP. For the avoidance of doubt, Projectmates also includes all Work Product, Final As-Builts, and other Project-related information and data that is stored therein.

60. “Project Schedule” shall mean the cost-loaded, Critical Path Method (CPM) schedule Approved by Owner and Program Manager for execution of the Project, which has been developed and shall be continuously updated by the Design-Build Firm. The Project Schedule includes the control milestones for completion of the Design and Construction Phases of the Project, and is attached hereto as Exhibit 6. The Approved dates for Substantial Completion and Final Completion may only be adjusted by Contract Amendment.

61. “Project Team” means the Owner, Program Manager, Program Manager Personnel, Architectural Representative, and Design-Build Firm (including its Design-Build Firm Personnel). Subject to Approval, the Project Team members will be designated by each of the foregoing participants in the Project. The constitution of the Project Team may vary at different phases of the Project. The Project Team will be designated by Owner and may be modified from time to time by Owner, in its sole discretion. With Approval, the Project Team members may be changed from time to time.

63. “Program Manager Personnel” means and includes all Program Manager’s Approved subcontractors, subconsultants and vendors of any tier contracted by APSI to perform Program Manager’s Services hereunder, including the Architectural Representative.

64. “Punch List” or “Punch List Work” means a list of minor incomplete or incorrect items and/or repairs that must be done to achieve Final Completion, but which do not impair the Owner’s beneficial use and occupancy of a field dispatch, fleet, supply operations, or civil/site works facility within a Site of the Project, or the safety of individuals, and which items are identified during inspection of the Work or any portion thereof, whether at or before Substantial Completion thereof, and which must be completed as a condition precedent to Final Completion.

65. “Safety Incident” means any failure of the Design-Build Firm or any of the Design-Build Firm Personnel to safely manage performance of the Design-Build Firm Personnel in accordance with Applicable Law and as necessary to recognize and successfully prevent or avoid casualty losses to property and injury or death to persons (each such failure being a Safety Incident), including but not limited to:

a. The reported observation of a potential safety hazard, unsafe work practice, or lapse in prudent safety management that can reasonably be expected to lead to injury or death to any person, or damage to any property;

b. The presence of any unsafe working condition, including without limitation any unauthorized or improper usage of equipment or faulty equipment, that reasonably be expected to lead to injury or death to any person, or damage to any property; or

c. The occurrence of bodily injury or death, or property damage arising out of or in connection with the Project or the performance of the Services and Work.

66. “Schedule of Values” means a schedule to be established in accordance with Section XII.A(2) for the calculation of and processing of the Design-Build Firm’s Applications for Payment. The Schedule of Values shows the values to be assigned to the completion of all Services and Work associated with each of the control milestones and construction line item numbers (or “CLINs”). The Schedule of Values shall allocate 100% of the Initial and Final Guaranteed Maximum Prices including at a minimum the same line items of information as shown in the Pricing Schedule (Exhibit 3).

67. “Separate Contractor(s)” means any contractor or other service provider engaged directly by the Owner (other than Design-Build Firm) to perform construction or other services relating to the Project or the operation or maintenance of Owner’s property.
68. “Service Centers” or “Operations Center(s)” means, collectively, the North West Operations Center and the East Side Operations Center.

69. “Services” means, collectively, all Design Services, Construction Services, and all other services related to the engineering, design, procurement, and/or construction of the Project, including all consultancy, managerial, budgetary control, scheduling, and other Services (professional or otherwise) to be performed by or on behalf of Design-Build Firm hereunder, as necessary to the completion and delivery of the Project in accordance with the requirements of this Agreement.

70. “Shop Drawings” or “Shop Drawing Submittals” means all submittals of drawing details, diagrams, product data, samples, Mockups and similar items, and any supporting schedules and other data prepared to demonstrate or illustrate the manner of installation of the Work and how the Design-Build Firm proposes to construct certain portions of the Project to the requirements of, and the design concepts expressed in, the Contract Documents, to ensure conformity to the DCP. Shop Drawings Submittals are to be submitted to the DPOR for its review and approval. Shop Drawing Submittals and the DPOR’s approvals thereof shall be filed in the CPMS.

71. “Site” has the same meaning as the term “Worksite.”

72. “Specifications” means that portion of the Construction Documents prepared by the DPOR in the current MasterFormat required, and consisting of the written technical requirements for materials, equipment, systems, standards and workmanship for the performance of the Work and related Services, in accordance with the requirements of this Agreement and applicable building and life safety code requirements.

73. “Stage(s)” means the three (3) stages of the Project (as distinguished from the Design Phases and the Construction Phase) listed below, each being subject to Owner’s Notice to Proceed and limited to the appropriation of incremental funding for each Stage pursuant to Section XX.H:

(a) Full Design of East Side and North West Operations Centers (Design Stage);

(b) Construction, and related renovation and demolition of the East Side Operations Center Construction (ESOC Construction Stage); and

(c) Construction and related demolition of the North West Operations Center Construction (NWOC Construction Stage).

74. “Standard of Care” shall have the meaning set forth in Section VIII.A(4).
75. “Substantial Completion” is the date on which the Project or a portion thereof is tendered by the Design-Build Firm as substantially complete and formally accepted by issuance of a Certificate of Substantial Completion. Partial use or occupancy shall not result in the Project being deemed substantially completed and shall not be evidence of Substantial Completion. For the avoidance of doubt, and notwithstanding any Owner’s partial occupancy of a portion of the Project, Substantial Completion as to the entire Project cannot occur until both Operations Centers achieve Substantial Completion.

76. “Substantial Completion, Certificate of” shall mean a certificate prepared by the Owner’s Program Manager, in form Approved by Owner, stating the actual date of Substantial Completion of the Project, and signed by the Owner, the DPOR, and also signed by the Program Manager or the Architectural Representative, confirming that Design-Build Firm has achieved Substantial Completion of the Project, or the applicable portion thereof, as of such date, and that the same is sufficiently complete, inspected, and approved by the Program Manager’s commissioning agent and the appropriate regulatory authority or authorities as evidenced by issuance of a Certificate of Occupancy, for Owner’s occupancy or partial occupancy for its intended purposes, excluding only Punch List Work that remains unfinished pending Final Completion and final inspection.

77. “Substantial Completion, Scheduled Date of” shall mean the dates shown as the Substantial Completion Dates in the Project Schedule (Exhibit 6), by which dates all Services and Work of Design-Build Firm shall have been completed and accepted by the Owner, and by which the Design-Build Firm is required to have achieved Substantial Completion of each of the Service Centers according to the Project Schedule, or any Approved update thereto.

78. “Value Engineering Analysis” means the process for the Design-Build Firm’s continuous evaluation of the Drawings, Specifications, related design concepts and design documents, throughout the Design and Construction Phases of the Project, whereby the Design-Build Firm proposes value-added design substitutions or solutions, with the goal of an integrated design that encompasses life cycle cost analysis and functional analysis according to evaluation criteria established by the guidelines of the Society of American Value Engineers (SAVE).

79. “Work” means the performance of the physical construction activities required by the Approved Contract Documents, whether completed or partially completed, to be managed by and through the Design-Build Firm’s performance of the Services, and the Work includes all labor, parts, supplies, skill, direct field supervision, transportation, construction related activities, and all other items of cost or value, and other facilities and things necessary, proper or incidental and required or reasonably inferable to produce, construct and fully complete the construction of the Project in strict accordance with the requirements of the Owner’s DCP and this Agreement (as it may be modified or amended). The Work also refers to the
performance of the physical construction thereof, as well as the incorporation of all material and equipment therein. The Work may refer to or describe the whole or a part of the Project.

80. “Work Product” shall mean all work product, including all Drawings, Specifications, Shop Drawing Submittals, Building Information Models, plans, data compilations or calculations, studies, reports, or other so-called instruments of service, in any form, including native format, and all ideas incorporated therein, and all intellectual property rights associated therewith, which are prepared by or on behalf of Design-Build Firm or any Design-Build Firm Personnel in connection with the Project, PMP, the DCP, and/or the BIM, or other documents or information prepared in connection with the performance of the Work and Services hereunder, which Work Product shall be and remain, and is hereby assigned to Owner as its exclusive property, and which shall not be used by Design-Build Firm or Design-Build Firm Personnel, except in connection with the Phase 2: Service Center Project, without the Owner’s prior written consent.

81. “Worksite” means the means the land(s) or area(s) (as indicated in the Contract Documents), upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished or designated by Owner for Design-Build Firm’s use, and any offsite location owned or leased by Owner as a location Owner has Approved for the performance of Work and Services hereunder.

82. “Worksite Finds” shall mean the discovery at, on or near the Worksite of any archeological, paleontological, or cultural resources or any threatened or endangered biological species listed as such at the time of discovery by Applicable Law.

II. Project Description and Contract Documents

A. General Description of Project.

(1) The Project includes all aspects of the Phase 2: Service Center Project for the planning, development, design, engineering, procurement, demolition, and construction of the Service Centers and related improvements, including but not limited to all architectural, engineering, geotechnical, environmental, construction, commissioning and other Services, all as more fully described in the DCP(s) and Article III below. The Design-Build Firm acknowledges and understands the Owner’s requirement that certain facilities in the Project be designed and constructed equivalent to the standards of LEED 2009 New Construction and Major Renovations, as described in the DCP and the Scope of Design-Build Firm’s LEED Services and Work (Exhibit 10). Design-Build Firm’s failure to achieve an equivalent to such certification shall be considered a material breach of this Agreement. The foregoing notwithstanding, Design-Build Firm shall assist and, if requested prior to submission of the Construction Documents for Owner’s Approval, shall cause the DPOR to assist, the Owner to
evaluate the feasibility of achieving the equivalent of a higher level of LEED certification for the Service Centers. Services to re-design to such higher level of certification shall be subject to the provisions for the Approval thereof as additional services.

(2) The Project shall be implemented in accordance with the PMP and DCP(s). The Project is comprised of the design and construction of two (2) separate and distinct Operations Centers on separate and distinct Worksites, as described in the DCP(s).

(a) **East Side Operations Center**: The East Side Operations Center (ESOC) is comprised of a minimum of two (2) new freestanding buildings, renovated training and fleet space and associated façades, demolition of 1 old administration building, landscape signage and landscaping, relocation of fuel pumps & islands with canopy, and associated sitework including redesign/reconstruction of some site parking, storage areas and roadways and resurfacing and restriping of Personal Owned Vehicle (POV) parking, restriping of Ops and fleet parking in areas affected by the Project, and security/IT items as more fully described in Exhibit 1: Design Criteria Packet.

(b) **North West Operations Center**: The North West Operations Center (NWOC) is comprised of a minimum of one (1) building including two separate designated spaces within field equipment and supply storage, demolition of a existing service center building, sitework including a fully operational service yard, landscaping, redesign/reconstruction of site roadways and fleet and Personal Owned Vehicle (POV) parking in areas affected by the Project, designating an outside area for Owner provided ice machine and outdoor material storage, as more fully described in Exhibit 1: Design Criteria Packet.

B. **Correlation and Intent of Agreement Documents.** The Contract Documents form the entire Agreement, and all are as fully a part of this Agreement as if attached hereto or repeated herein.

(1) Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Wherever stated in this Agreement, the following general terms shall be interpreted as follows:

(a) The term “provide” means to furnish, install, fabricate, deliver and erect, including all Services, materials, appurtenances and all other expenses necessary to complete the Work in place and ready the Work for operation or use;

(b) The term “shall” means the mandatory action of the Party to whom reference is made; and
(c) The terms “as required” and “as necessary” mean as prescribed in the Contract Documents, or by Applicable Law, or applicable construction codes.

(2) If a conflict, ambiguity or inconsistency among the Contract Documents arises, the following order of precedence shall apply:

(a) Contract Amendments to this Agreement;
(b) This Agreement;
(c) Exhibits to this Agreement; and
(d) Construction Documents.

(3) The foregoing notwithstanding, the Contract Documents are complementary and intended to include all items required for the proper execution and completion of the Work. The enumeration of any portion of the Work shall not be construed to exclude other items contemplated by or reasonably inferable from the Contract Documents. Where provisions in two or more of the Contract Documents are complementary, the more detailed provision shall control over the more general provision. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for proper functioning shall also be provided.

(4) Design-Build Firm shall provide all materials and labor for the Work as shown or described in the Approved Construction Documents, or which is reasonably inferable therefrom as necessary to produce a finished and functional Project. The manner of organization of the Specifications into divisions, sections and articles, and arrangement of Drawings does not control the Design-Build Firm’s division of the Work among Design-Build Firm Personnel or any trade.

(5) If the Contract Documents or the terms of any accepted written offer from Design-Build Firm contain differing descriptions of the Services and Work, then, notwithstanding Section II.B(2), and unless expressly excused by Owner in writing, the provision that establishes the higher quality, manner, method or standard of performing the Work, or are more advantageous or provide greater value to Owner, will prevail. The more stringent requirement shall govern as between the Contract Documents and any applicable standards, codes, and ordinances.

(6) The most recently issued document shall take precedence over previously issued forms of the same document. Dimensions on Drawings shall govern scale measurements. Items shown one place in the Drawings, but not another, or called for in the Construction Documents or the Specifications but not shown in the Drawings, or shown in the Drawings but not in another of the Construction Documents, are to be included. If existing conditions are inconsistent with dimensions shown on Drawings and Specifications, the Design-Build Firm shall
resolve such inconsistency prior to the time when the affected Work must be commenced.

(7) The current edition of standards, codes, ordinances, manufacturers’ instructions and guarantees at the time the Final Guaranteed Maximum Price Proposal is accepted by Owner shall apply to the Project and shall govern, even if a different edition or no edition is specified in the Construction Documents. If the Design-Build Firm becomes aware that any requirements set out in the Contract Documents (including the Construction Documents) are or will be inconsistent with later editions of applicable standards, codes, ordinances or manufacturer instructions and guarantees, the Design-Build Firm shall promptly bring such inconsistency to the attention of the DPOR, Program Manager and the Owner’s Project Manager for resolution.

C. Exhibits to Agreement. The Contract Documents include the following Exhibits, each of which are incorporated by reference as if fully stated herein:

(1) Design Criteria Package(s) for the Project, attached hereto as Exhibit 1;
(2) Building Information Modeling Protocols, attached hereto as Exhibit 2;
(3) Design-Build Firm’s Pricing Schedule attached hereto as Exhibit 3, which covers and includes all of Design-Build Firm’s Fees, hourly fee rates, and costs and expenses;
(4) Form of Contract Amendment, attached hereto as Exhibit 4;
(5) Design-Build Firm’s Staffing Plan, which includes an organizational chart identifying all Design-Build Firm Personnel in key positions and all subconsultants, attached hereto as Exhibit 5;
(6) Project Schedule, attached hereto as Exhibit 6;
(7) Form of Final GMP Proposal, attached hereto as Exhibit 7;
(8) Bond Forms, attached hereto as Exhibit 8:
   (a) Form of Payment Bond, attached hereto as Exhibit 8.1;
   (b) Form of Performance Bond, attached hereto as Exhibit 8.2; and
   (c) Form of Security Bond, attached hereto as Exhibit 8.3;
(9) Project Management Plan (“PMP”), attached hereto as Exhibit 9;
(10) Scope of Design-Build Firm’s LEED Services and Work, attached hereto as Exhibit 10;
(11) Contract Data Requirements List (CDRL), attached hereto as Exhibit 11;
(12) Design-Build Firm’s Good Faith Effort Plan, attached hereto as Exhibit 12;
(13) Design-Build Firm’s Hourly Rate Schedule, attached hereto as Exhibit 13;
(14) Owner’s Requirements of Insurance, attached hereto as Exhibit 14;
(15) Design-Build Firm’s Confidentiality Agreement, attached hereto as Exhibit 15;
(16) Resolution in Support of Design Build Services Agreement, executed by Design-Build Firm’s Governing Board of Directors, attached hereto as Exhibit 16;
(17) Prevailing Wage Rate Schedule, attached hereto as Exhibit 17;
(18) Release of Claims Forms, attached hereto as Exhibit 18:
   (a) Affidavit of Payment of Debts and Claims, attached hereto as Exhibit 18.1;
   (b) Partial Claim Release, attached hereto as Exhibit 18.2; and
   (c) Final Claim Release, attached hereto as Exhibit 18.3;
(19) Warranty Protocol, attached hereto as Exhibit 19;
(20) Agreement to Adopt Dispute Resolution Procedures, attached hereto as Exhibit 20;
(21) Owner’s Confirmation of Funding, attached hereto as Exhibit 21; and
(22) Owner’s Security Procedures, attached hereto as Exhibit 22.

III. Scope of Services and Work

A. General Design-Build Services.

The Design-Build Firm has overall responsibility for and shall provide and complete the Design Services and Construction Services, and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement.

   (1) Commitment. Design-Build Firm shall, in exchange for Owner’s agreement to pay Design-Build Firm no more than the Initial Guaranteed Maximum Price, perform in accordance with the Design-Build Firm’s Standard of Care, and oversee the proper performance of, all Services and Work, including architectural and engineering, procurement, construction, and geotechnical Services, as necessary for the execution and completion of the Project.
(a) **Geotechnical Engineering and Surveying Services.** Design-Build Firm shall, with respect to its representation in Section VIII.A(24), provide all geotechnical engineering and surveying Services necessary to support the successful planning, execution and completion of the Project, including but not limited to providing all geotechnical and subsurface reports, site surveys, tree surveys and topographical surveys, as necessary for the execution and completion of the Project.

(b) **Commissioning Support.** Design-Build Firm shall provide reasonable assistance to the Program Manager and Owner’s Project Manager in providing input in the Project Schedule for the performance of its independent commissioning services for the completed Project or systems therein. For the avoidance of doubt, it shall be the responsibility of the Design-Build Firm to provide independent testing and balancing Services, which will not be provided by the Program Manager in the Program Manager’s performance of its independent commissioning services, which commissioning services do not include Energy & Atmosphere Credit 3 (Enhanced Commissioning Services) under the LEED 2009 for New Construction and Major Renovation Rating System.

(c) **Selection of Design Professionals.** To the extent required by Applicable Laws, each member of the Design-Build Firm who is an architect or engineer, or a provider of professional services, including geotechnical engineering, surveying or other professional services in connection with the performance of the Services and Work, shall have been selected by the Design-Build Firm in the manner provided by Section 2254, Subchapter A, of the Texas Government Code.

(d) **Public Outreach.** The Design-Build Firm shall, if requested by Owner and at no additional cost to Owner, provide support to the Owner-led activities for public information publications, responses to media requests, and public outreach meetings including participation in such meetings and the preparation of necessary supporting documentation. The Design-Build Firm shall cooperate with Owner and its designated representatives to plan and develop a public outreach campaign that will promote and manage the establishment of positive community relations and public awareness about the Project within the community and with appropriately targeted audiences of community constituents in a manner that is appropriate to the success of the Project. The Design-Build Firm shall, at the request of Owner, attend all public meetings and hearings regarding the Project and, as directed by the Owner or Program Manager and, shall make presentations at such hearings and meetings.

(e) **Meetings and Reports.** The Design-Build Firm shall hold periodic meetings and conferences with the Owner and the Program Manager to verify and confirm that the performance of the Design Services:
(i) has the full benefit of the Owner’s experience and knowledge of existing needs and facilities;

(ii) is consistent with the Owner’s current policies and standards; and

(iii) is fully coordinated with the services being performed by the Program Manager and any other person engaged in performing work in connection with the Project or any related project.

The Design-Build Firm shall keep the Owner and the Program Manager regularly informed as to the progress of the Design Services through the submittal of a monthly report in accordance with the Contract Data Requirements List (Exhibit 11).

(2) Methodologies, Systems and Practices. Design-Build Firm shall consider and use best industry practice methodologies, systems and practices, to the extent reasonably and commercially appropriate, for:

(a) Contracting the design, construction and procurement services of the Design-Build Firm Personnel;

(b) Project communications, information management, and document control systems (to ensure full time, continuous communications of latest updated Project information among all participants in the Project, including Owner and Program Manager, and the maintenance of a log of the record date and time of transmittal and receipt of such information as between each sender and recipient, using Owner’s CIP-Aces and Projectmates software system);

(c) Quality control processes encompassing applicable code compliance to the Standard of Care through Final Completion;

(d) Cost and schedule performance reporting in Owner-provided CPMS such as Earned Values for Services and Work against the Approved Schedule of Values, with status updates to the Approved Project Schedule, and cost/time responses for any; and

(e) Regular updating of the accepted Design-Build Firm’s detailed design and construction schedule within the Owner-provided CPMS.

(3) Communication.

(a) The Design-Build Firm has designated on Design-Build Firm’s Staffing Plan (Exhibit 5) both a project manager and a design manager, each of whom shall be continuously available throughout the Design and Construction Phases of the Project to act as the points of contact for all matters related to design Services and the Project generally. These
designated representatives shall not be changed without advance written approval from the Owner, in accordance with Section VIII.A(5).

(b) Unless otherwise directed by Owner, the Design-Build Firm shall cause all communications between the Design-Build Firm Personnel and Owner to be directed to Program Manager, who shall act as the single point of contact between Owner and Design-Build Firm. The Owner’s Project Manager shall be copied on all such communications. Communications between Owner and Owner’s Separate Contractors, if any, shall be through Program Manager, with a copy to the Owner’s Project Manager.

(c) The foregoing provisions notwithstanding, Owner expressly reserves the right to communicate, and nothing in this Agreement shall be construed to limit or restrict the right of the Program Manager, Owner’s Project Manager, Architectural Representative or other Owner representatives, to communicate directly, but jointly and simultaneously, with both the Design-Build Firm, and the DPOR or any Design-Build Firm Personnel at any time if Owner believes such direct communications will help to expedite or clarify communications for the benefit of the Project. All contracts with the Design-Build Firm Personnel shall be expressly acknowledge Owner’s reservation of such right. In no event shall an election by Program Manager, Owner’s Project Manager, Architectural Representative, or any other Owner representative to initiate any such communication be deemed or construed to be an interference with the contractual relationship or rights of Design-Build Firm, the DPOR or any Design-Build Firm Personnel, or an abrogation of any rights of Owner under this Agreement.

B. Description of Scope of Services and Work by Stage.

The Services and Work required of the Design-Build Firm for each Stage are described below and the specific time limitations for completion of each data deliverable for each Stage are set forth in the Project Schedule (Exhibit 6) and the Contract Data Requirements List (Exhibit 11). The Design-Build Firm shall employ and exercise the professional judgment of its experienced and qualified design and construction professionals to provide Owner confidence that the Project will be completed in conformity with design criteria and concepts established by the DCP and the Approved Construction Documents, and it is the intention of the parties that the Design-Build Firm shall, at all times, act in the Owner’s best interests with respect to the performance of the Services and Work.

(1) **Stage 1 – Design Stage.**

(a) The Design-Build Firm shall commence performance of the Design Services immediately after receiving Owner’s Notice to Proceed therewith.
(b) The DPOR and Design-Build Firm Personnel shall develop full and complete designs for each Operations Centers for the Construction Documents.

(c) General Responsibilities.

(i) During each Design Phase, the Design-Build Firm shall provide the following Services as appropriate:

- Architectural Services;
- LEED Services;
- Landscape Architectural Services;
- Civil Engineering Services;
- Structural Engineering Services;
- Mechanical Engineering Services;
- Electrical Engineering Services;
- IT and A/V Engineering Services;
- Interior Architectural Services;
- Coordination with Owner-furnished FF&E;
- Construction Cost Estimating Services;
- Scheduling Services;
- Constructability Review Services; and

(ii) The Design-Build Firm shall not proceed with any Stage or Phase of the Work and Services except as authorized by Owner’s Notice to Proceed, failing in which Design-Build Firm shall solely bear the financial risk of corrections or modifications due to any errors or changes in the Construction Documents or the Work.

(iii) DCP Acceptance and Design Approach Submittal (CDRL 2). The DPOR will review the Owner’s DCP and include in this Submittal the DPOR’s strategy for completing design and construction at each Worksite within the Initial GMP and within the Project Schedule. The DPOR shall include in this Submittal a narrative description of the approach for each Worksite and Operations Center facility, separately describing the major features of the facility, such as major materials to be used, and any perceived risks to cost and schedule. The DPOR shall also thoroughly review the DCP and provide any alternate room layout plans, building elevations, building materials or color selections that illustrate the Design-Build Firm’s own design solution based upon Owner’s DCP, for review and comment by Owner and Program Manager prior to finalizing the design and the Construction Documents for the Project for submission to Owner for its Approval. The DPOR shall enumerate the rationale for any variances from the DCP for Approval by Owner, knowing the Owner wishes to reuse prior...
decisions/specifications reflected in the DCP as much as possible in order to have continuity across all Owner’s Service Center sites. Any proposed variances shall be organized in a spreadsheet with reference to drawing or specification section. Written acceptance of the DCP by the DB firm and Owner's approval of the proposed variances is required prior to moving to CDRL 3.

(iv) **Prepare Facility Designs.** Owner requires the overall concept, appearance, and finishes for each Worksite and Operations Center facility to be, to the greatest extent possible, consistent with the DCP and the Owner’s Approval of the design submittals during the Design Phase. Notwithstanding the foregoing, Owner reserves the right to require the DPOR to resolve differences between the overall concepts, appearances, and finishes as the designs for each Worksite and Operations Center facility are developed.

(v) Drawings shall be produced in CAD/BIM, and the Drawings and Specifications shall be uploaded as BIM files to the CPMS as they are updated. The Design-Build Firm shall assign a key team member as listed in the Design-Build Firm’s Staffing Plan (Exhibit 5) as a sole point of contact to manage and maintain the architectural and engineering elements of the CAD/BIM electronic files on a daily basis and all updates of these files. The Design-Build Firm shall verify to Owner’s Program Manager at least weekly that all of Design-Build Firm’s design consultants have coordinated updates to respective drawings, communications and files in accordance with the Communication Plan, the BIM Execution Plan and the Design-Build Firm’s Quality Control Plan.

(vi) The Design-Build Firm shall provide, or subcontract with a geotechnical services firm as necessary in the DPOR’s sole opinion and responsibility to provide, soils analysis reports for the Design-Build Firm’s geotechnical engineering for, and final design and construction of the Project.

(vii) The Design-Build Firm shall provide, or subcontract with a licensed surveyor as necessary in the DPOR’s professional judgment to provide accurate and complete site surveys, tree surveys, topographical surveys as needed to properly evaluate all constraints and other conditions affecting the development of the Project Sites in accordance with the DPC and the Construction Documents.

(d) **Design Coordination.** Design-Build Firm shall adhere to the following coordination requirements throughout each Design Phase.
(i) **Review of Meeting Documentation.** The Design-Build Firm shall promptly review the Program Manager’s minutes of each meeting, and submit to Program Manager any comments to such meeting minutes, by the end of the second business day after receipt of such meeting minutes, failing in which Design-Build such meeting minutes shall be deemed an accurate record of the decisions, action items and other outcomes of the meeting.

(ii) **Weekly Reviews.** The Design-Build Firm shall schedule and participate in weekly status review meetings, which may include any updated Control Estimates or Project Schedules and Design or Construction Phase progress updates.

(iii) **Status Reviews.** The Design-Build Firm shall schedule and participate in periodic status review meetings to update the Owner on cost, schedule and design progress status.

(iv) **Presentation Reviews.** The Design-Build Firm shall schedule and make as many as six (6) formal presentations to Owner during the Design Phases as requested by Owner. These sessions shall be included in the Project Schedule and include but not be limited to: review of floorplan layouts, elevations, design styles, elevation massing, and material palette.

(v) **Design Deliverable Reviews.** The Design-Build Firm shall include adequate time in its Project Schedule for Owner’s review of the required design deliverables, including review meetings with the Owner in accordance with Section III.B(1)(d)(viii).

(vi) **Design Revisions.** The Design-Build Firm shall be responsible for managing the Design Services so as to insure that the Project, as designed, can be constructed in accordance with the requirements of this Agreement, including the DCP, for an amount that is within the Initial GMP. Notwithstanding any of the foregoing provisions, if revisions to the design submittals as required by the Contract Data Requirements List (Exhibit 11) to correct errors or omissions in order to cause the design to conform to the DCP, the Initial GMP, the Final GMP, the Project Schedule, and Applicable Law or construction codes, then such revisions shall be made by the Design-Build Firm at no additional cost to the Owner and without adjustment to the Project Schedule.

(vii) **Meeting and Training on Owner’s Construction Project Management Software Systems.** The Design-Build Firm shall designate a member of the key personnel, as listed in Exhibit 5 (Design-Build Firm’s Staffing Plan), to be solely responsible for all updates to and management of documentation in the use of
Owner’s construction project management software systems defined in Section I.A.9. This designated individual shall attend training sessions with the Owner or Program Manager, as appropriate to understand and use each software system and shall receive access to each such software system. Owner reserves the right at any time to implement updates to, or different, construction project management software systems, in order to manage the Project, in which case the Design-Build Firm shall undergo training sessions at its own cost in the use thereof. The Design-Build Firm’s use of Projectmates shall be under the license of the Program Manager, for which the Design-Build Firm shall compensate the Program Manager based on the number of user seats the Design-Build Firm desires to have, at a rate of $2100 per year for 5 seats.

(viii) **Drawing and Compliance Reviews**

1. The Design-Build Firm, at its sole expense, shall provide Owner with the designated number of design document review sets required for each deliverable, as shown in the Project Schedule (Exhibit 6) and the Contract Data Requirements List (Exhibit 11).

2. The Design-Build Firm shall pay all costs for plans, specifications and other design and construction documents used by the Design-Build Firm and Design-Build Firm Personnel and all documents produced for review by the Owner.

3. The Design-Build Firm shall incorporate into the documents such corrections and amendments as the Owner requests for each deliverable, as shown in the Project Schedule (Exhibit 6) and the Contract Data Requirements List (Exhibit 11). Any additional cost incurred due to Design-Build Firm’s failure to incorporate Owner’s requested corrections shall be borne solely by the Design-Build Firm, without adjustment to the Project Schedule.

4. The Design-Build Firm shall allow in its Project Schedule no less than 14 Days for Owner’s review of any design submittal or Control Estimate shown in the Project Schedule (Exhibit 6) and the Contract Data Requirements List (Exhibit 11).

5. If the review indicates the Control Estimate exceeds the Initial GMP, the Design-Build Firm shall re-design the
Project at its own expense and re-submit the deliverables for another review, without adjustment to the Project Schedule.

6. If at any time during any Design Phase the Owner determines in its review of any design deliverable submitted by Design-Build Firm that the project size is less than the space program provided within the Design Criteria Package (Exhibit 1) or that any space designed by Design-Build Firm is less than that depicted in the DCP or that a performance criteria within the DCP is exceeded, ignored or not met, the Design-Build Firm shall re-design the Project at its own expense, without adjustment to the Project Schedule.

(ix) Pre-Construction Meeting(s). The Design-Build Firm shall schedule and participate in pre-construction meetings as necessary to provide advice and consultation to the Program Manager and Owner regarding: Site usage; earthwork; methods of delivery of materials, systems and equipment; construction sequencing; confining the Work to the construction limit boundaries of the Sites; availability of materials, equipment, utilities and labor; time requirements for delivery, installation and construction; safety precautions and programs; temporary facilities; equipment, materials and services for common use by the Design-Build Firm, Design-Build Firm Personnel and any Separate Contractors; cost savings opportunities such as costs of alternative materials or designs; and any other matters pertaining to the performance of the Work. All such information shall be provided in a timely manner to allow sufficient time for review and discussion while taking into account the overall Project Schedule.

(e) Preparation of the Construction Documents.

(i) Upon Owner’s Notice to Proceed with preparation of the Construction Documents, the Design-Build Firm shall prepare and submit to Owner for its Approval 80% and 100% Construction Documents, as described below, together with updated Control Estimates. The Construction Documents shall fix and describe the size and character of the entire Project, including site work, architectural, structural, mechanical and electrical systems, materials, and “Construction Document Specifications” and such other elements as may be appropriate. The detailed Control Estimate and Project Schedule for each submittal shall confirm adherence to the Initial GMP. The Construction Documents shall
set forth in detail the requirements for construction of the Project. The Construction Documents shall provide for the construction of the Project within the Initial GMP.

The Design-Build Firm shall prepare required deliverables (CDRL 3A Drawings and Documents, 3B Cost Estimate, and 3C Schedule in the 80% CD submittal and then after Owner NTP CDRL 4A Drawings and Documents, 4B Cost Estimate, and 4C Schedule in the 100% submittal) as listed in the Project Schedule (Exhibit 6) and the Contract Data Requirements List (Exhibit 11) including but not limited to the following:

1. **80% Construction Documents** shall be essentially complete, but not signed and sealed. The submittal of such 80% Construction Documents shall represent a complete design (design analysis, specifications, and drawings) including annotated design submittal review comments that answer and/or incorporate review comments resulting from the review of this design submittal, including comments resulting from reviews by permitting authorities having jurisdiction. In addition, such submittal shall include delivery of:
   a. CADD files and a full size set of PDF files shall be delivered at this submittal. CADD Files will not contain the use of reference or cross-reference files. Each drawing file must be free standing and independent;
   b. A submittal report listing all design narrative chapters, drawings and specifications being delivered;
   c. Drawings and specifications shall be clean of all revisions, with no clouds or strike-through text changes/revisions (although notes can be clouded).

2. **100% Construction Documents** shall be a complete set of signed and sealed 100% Drawings and Specifications, suitable and ready for issuance of permits and construction of the entire Project, without further design effort or further review by permitting authorities having jurisdiction. Design-Build Firm shall not be excused from any delay in the Project due to an incomplete submittal that delays issuance of permits needed for construction to proceed.

3. Proof of prior completion and prior submission of all
necessary permit applications and prior approvals of Drawings and Specifications by authorities having jurisdiction as required for commencement of construction upon Owner’s Notice to Proceed.

4. A completed BIM model suitable for Owner use after Substantial Completion and compliant with Building Information Modeling Protocols (Exhibit 2) with all elements dimensionally fixed.

5. An updated three dimensional computer model in rendered format with images around the overall site, exterior and interior of the buildings, including all major materials and building systems.

6. Updated Control Estimates (CDRL 5B) with quantities for all major cost drivers/components in the MasterFormat structure (except Division 00) through the second subdivision without allocations of more than $5,000 per line item, and with any contingencies or escalation separately tabulated and presented outside the MasterFormat format.

7. An updated Project Schedule (CDRL 5C) for each building or site works/utility work elements with detail no less than the second subdivision of MasterFormat (except Division 00) and by planned work area/floor/construction limits zone that shows all open/incomplete deliverables required to meet the completion dates listed in the Project Schedule (Exhibit 6).

8. A signed statement from an authorized representative of the Design-Build Firm confirming that the Design-Build Firm has thoroughly reviewed the Construction Documents and that such Documents are free from errors, omissions and defects, and adequate for construction in accordance with the terms of this Agreement.

(ii) Final Guaranteed Maximum Price Proposal (CDRL 5). Refer to Article IX, Design-Build Firm’s Compensation, for the terms and conditions regarding the Final GMP and Final GMP Proposal.

(2) CLIN 2 and 3 – Construction Stages. East Side Operations Center and North West Operations Center. As used herein, the acronym “CLIN” refers to Construction Line Item Number, and the term is used with reference to line items
required to be shown on the Schedule of Values for the performance of this Agreement.

(a) In CLINs 2 and 3, the Design-Build Firm shall fully construct the East Side Operations Center (ESOC) and the North West Operations Center (NWOC).

(b) Construction Authorization.

(i) Commencement of Construction Phase Services. The Construction Phase shall be deemed to commence upon the date specified in Owner’s Notice to Proceed which shall be issued by Owner in accordance with the requirements of this document, after Approval of the Final Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Upon issuance of the Owner’s Notice to Proceed, the Design-Build firm shall be proceed to undertake, perform and complete the Work in accordance with and subject to this Agreement.

(ii) Issuance of Owner’s Notice to Proceed. Owner shall issue separate Notices to Proceed for CLINs 2 and 3.

(iii) Early Work Package Amendments. The foregoing notwithstanding, Owner, at its discretion, may require Design-Build Firm to issue design packages (“Early Work Packages”) for portions of the Work, including the purchase of long lead Items, prior to execution of the Final GMP Amendment to allow for commencement of portions of the Work prior to execution of the Final GMP Amendment. In such event, Design-Build Firm shall submit signed and sealed Construction Documents for such portions of the Work and an Early Work Package proposal to the Owner, which proposal amount shall not, for each cost item listed in such proposal, exceed the Approved amount for such cost items in the current Approved Control Estimate. If the Early Work Package proposal is acceptable to Owner, Owner shall issue a limited Notice to Proceed to Design-Build Firm for the Approved portions of the Work. Any compensation amounts Approved in connection with an Early Work Package shall be included in each subsequent Control Estimate, the Final GMP Proposal and the Final Guaranteed Maximum Price for the Project.

(iv) Overlap of Design and Construction Phases. Notwithstanding the issuance of the Owner’s Notice to Proceed with the Construction Phase, the Design-Build Firm shall continue to provide CLIN 1 (Design Stage) Services that are necessary for the fulfillment of the Design-Build Firm’s responsibilities under this Agreement. Design Phase Services may overlap with Construction Phase
Services. Payments for all Design Services performed after the date of Owner’s Notice to Proceed with Construction Services are subject to the Final Guaranteed Maximum Price. Design-Build Firm shall not incur any Design-Build Firm Personnel costs for construction of the Work prior to issuance by Owner of a Notice to Proceed with such Work. The Design-Build Firm shall perform the following Construction Phase Services.

(c) **Construction Planning.**

(i) **Assignment of Personnel.** The Design-Build Firm has identified on the Design-Build Firm’s Staffing Plan (Exhibit 5) the personnel, including the Design-Build Firm’s project manager, design manager and all Design-Build Firm Personnel, who Design-Build Firm will employ or otherwise engage for the Project. Design-Build Firm shall be responsible for the day-to-day management of the Project and the assignment of its personnel to the performance of the Services and the Work.

(ii) **Long Lead Items.** The Design-Build Firm shall identify all materials, equipment and other items requiring extended delivery times and shall recommend the early procurement of long lead items to the Program Manager and the Owner, as appropriate, in accordance with the Project Schedule and the Materials and Equipment Management Plan. Any determination to proceed with the early procurement of long lead items shall be made in accordance with Section III.B(2)(b)(iii) through the execution of an Early Work Package Amendment. Upon execution of the associated Early Work Package Amendment, the Design-Build Firm shall be responsible for expediting the procurement of such long lead items, including the preparation of all associated procurement documents and the overall management of the procurement, to ensure their delivery by the required dates. The Design-Build Firm shall conduct and manage any such procurement in accordance with the applicable terms and conditions of the Contract Documents.

(iii) **Temporary Project Site Facilities.** The Design-Build Firm shall be responsible for ensuring that adequate temporary facilities are provided as necessary to enable Design-Build Firm Personnel to perform their Work and provisions have been made for all Project Site facilities necessary for the Design-Build Firm to manage, inspect and supervise the Work. The Design-Build Firm shall plan for the provision of such temporary facilities during the performance of the Design Services so that all such facilities are available as necessary during the performance of the Construction Work.
(3) **Documents and samples at the Site.**

(a) Design-Build Firm shall maintain, on the Site and for Owner all documents required by the Contract Data Requirements List (Exhibit 11), and including without limitation the following categories of documents:

(i) Daily log of progress of the construction, in Approved format, to be updated no less frequently than weekly for the immediately preceding week, submitted in Projectmates;

(ii) Daily record of photographs to record progress of the construction, updated no less frequently than weekly for the immediately preceding week, submitted in Projectmates;

(iii) Original and updated or amended Subcontracts, Drawings, Specifications, procurement transaction documents, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, submitted in Projectmates;

(iv) Directory of all of Design-Build Firm’s Personnel, including all Subcontractors and Suppliers on the Project, submitted in Projectmates;

(v) Project correspondence, inspection procedures (as prepared by others), testing laboratory reports (as prepared by others), submitted in Projectmates;

(vi) Current documents of record, including Drawings, Specifications, Agendas, Construction Change Directives and other records of modifications, Submittal Log, Shop Drawings, Product Data, Samples and other similar submittals, Earned Value Analysis Reports, all meeting minutes applicable to the Project. Requests for Information (“RFI’s”), instructions from Program Manager or Owner, and As-Builts, and Project Manual data, all in good order and marked to currently reflect field changes and selections made during construction and all information from Subcontractors and Suppliers referenced in or otherwise used to maintain and update the same, submitted in Projectmates.

(vii) This Agreement and all related GMP Amendments and other amendment documents, including backup information and Project records reflecting Schedules, Construction Change Directives, progress payments, inspections, and acceptances or certificates relating to Substantial Completion or Final Completion of the Work or any portion thereof.
(viii) Warranties and guarantees related to the Work, and all documents pertaining to warranty claims, repairs, replacements, and related Work.

Design-Build Firm shall maintain, at all times, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, RFI’s, Earned Value Analysis Reports, and all meeting minutes applicable to the Project. Design-Build Firm shall make such reports and records available for inspection by Owner and/or its respective agents during normal business hours upon request by Owner.

(4) Performance of the Work. In performing the Work generally, the Design-Build Firm shall, in accordance with the DCP, the Construction Documents, and this Agreement, supervise and direct the Work, using the Design-Build Firm’s best skill and attention in accordance with the Standard of Care. This shall include Design-Build Firm’s obligation to:

(a) Manage and construct the Work in strict accordance with the DCP, Construction Documents and Specifications within the time required by the Approved Project Schedule;

(b) Timely obtain all permits, and coordinate all required governmental inspections and approvals of the Work in accordance with the Project Schedule;

(b) Adhere to procedures for coordination among the Project Team with respect to all aspects of the construction of the Project, and implement such procedures as required in the PMP;

(c) Organize and maintain a competent, full-time staff at the Project Site with clearly defined lines of authority and communication as necessary to coordinate construction activities, and monitor and direct progress of the Work;

(d) Unless otherwise provided in the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and Services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in strict accordance with the requirements of the Contract Documents;

(e) Coordinate delivery, and designate staging or storage areas within the Worksite, if applicable, and protect and install new or relocated Owner-furnished material, equipment, vehicles, or FFE;
(f) Perform all necessary Site preparation, clearing, tree abatement, surveying and excavation activities; including coordination with all Applicable Laws in regard to tree abatement. Demolish and remove any existing items as needed to fulfill the Work, as required by the Construction Documents; modify, re-route, repair, extend or replace any utilities, as needed to fulfill the Work, as required by the DCP, Construction Documents; remove from the Site and dispose of any demolition or construction debris resulting from the performance of the Work, and any unused soil excavated there from in an environmentally safe manner;

(g) Provide for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly;

(h) Periodically conduct additional site visits and inspections of the Work, as reasonably necessary to monitor and observe (and to verify with reasonable certainty that the Design-Build Firm Personnel are accurately reporting) the progress and quality of the performance of the Services and Work so that all Work is being performed and executed according to the Approved Construction Documents and this Agreement;

(i) Inspect portions of Work already performed, to determine which such portions are in proper condition to receive subsequent Work;

(j) Review the submittals or other Services or Work of any Design-Build Firm Personnel to confirm it is appropriate to produce a completed, functioning project that conforms to the DCP and the requirements of this Agreement. Evaluate and determine the suitability and acceptability of any substitute or “or-equal” materials and equipment proposed by any Design-Build Firm Personnel for conformance with the requirements of, and compatibility with the Approved Construction Documents and the DCP, recording such evaluation and rejection/decisions in Projectmates; and

(k) Promptly respond to Owner’s or Program Manager’s requests related to proposed and enacted Contract Amendments, Construction Change Directives, unforeseen conditions, updates to the Project Schedule, Claims or other information that Owner may reasonably request in relation to the Project.

(5) **Shop Drawings Submittals.**

(a) Shop Drawing Submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which Submittals are required by the Contract Documents, the way by which Design-Build Firm proposes to conform to the information given and the design concept expressed in the Contract Documents. Any review by Owner, Program Manager or Architectural Representative of Shop Drawing Submittals
shall not relieve Design-Build Firm of its obligations to strictly comply with the terms, conditions and requirements of the Contract Documents.

(b) Design-Build Firm shall review for compliance with the Contract Documents all required Shop Drawing Submittals with reasonable promptness and in such sequence so as to cause no delay in the Project. The Design-Build Firm shall be responsible to correct any defect, error or omission in the Work as a result of any failure to comply with the Contract Documents.

(c) Design-Build Firm’s approval of a Shop Drawing Submittals shall constitute Design-Build Firm’s representation that it has determined and verified materials, field measurements and filed construction criteria and coordinated with other trades related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(d) Design-Build Firm shall perform no portion of the Work without the DPOR’s review and approval of the related Shop Drawing Submittals.

(e) Program Manager shall review and may comment upon such submittals within ten (10) Days after posting to Projectmates. Design-Build Firm shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Owner’s or Program Manager’s review of Shop Drawing Submittals unless Design-Build Firm specifically has informed Program Manager in writing of such deviation at the time of Submittal and Owner has given written Approval of the specific deviation. Design-Build Firm shall not be relieved of responsibility for errors or omissions in Shop Drawing Submittals.

(f) Design-Build Firm shall give and cause the Design-Build Firm Personnel to give specific attention to any comments of the Owner, Program Manager, Architectural Representative or DPOR to a Shop Drawing Submittal. The resubmission of a Shop Drawing Submittal in and of itself shall not constitute Owner’s acceptance of the revisions to address such comments.

(g) Substitutions. If Design-Build Firm elects to propose to Owner a substitution of materials that departs from the DCP, or from the Approved Construction Documents, such substitution shall only be considered by Owner after Design-Build Firm has submitted the following documentation:

(i) a written request for approval of the substitution, including a complete description of the proposed substitution, including any deviation from the Construction Documents associated therewith,
and a written explanation of the reasons the substitution is necessary, including any and all benefits or risks associated with such substitution; and

(ii) a submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures and other like information necessary for a complete evaluation of the substitution.

A proposed substitution shall be submitted to Owner and Program Manager in sufficient time to allow no less than twenty-one (21) Days for their review. Owner in its sole discretion may reject any substitution submitted by Design-Build Firm.

(6) Use of Worksite.

(a) Design-Build Firm shall confine operations to such areas within the Worksite as are permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably congest or encumber the Worksite with obstructions, materials or equipment;

(b) Design-Build Firm shall schedule and perform the Work in a manner that does not disrupt or interfere with Owner’s ongoing operations at a Worksite;

(c) Design-Build Firm will abide by all of Owner’s applicable rules, regulations, guidelines and procedures with respect to the conduct of Design Build Firm and Design-Build Firm Personnel, including Owner’s drug and tobacco policies, parking of vehicles, security regulations and entry into any adjacent facilities owned or occupied by Owner;

(d) Design-Build Firm shall not load or unload or permit any part of any structure to be loaded or unloaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to endangering stresses or pressures;

(e) Only materials and equipment to be used directly in the Work shall be brought to and stored on the Worksite by the Design-Build Firm. Any materials and equipment no longer required for the Work shall be promptly removed from the Worksite;

(f) Design-Build Firm is solely responsible for protection of all stored construction materials and equipment from weather, theft, damage or other harm;

(g) The Design-Build Firm shall not erect any sign on or relating to the Worksite, or permit others to do so, without Owner’s Approval;
(h) Prior to Notice to Proceed with any Stage or Phase of Construction, Design-Build Firm shall erect and maintain at each Worksite a Project bulletin board accessible to all Design-Build Firm Personnel’s employees, upon which Design-Build Firm shall post and maintain, throughout the Project’s duration, all employment and safety information required by Applicable Law and shall include information listing Design-Build Firm’s bonding and insurance agencies/providers, to include agency contact names, addresses and telephone numbers;

(i) Design-Build Firm shall ensure that the Work, at all times, is performed in a manner that affords safe and reasonable vehicular and pedestrian access through or around the Worksites and all adjacent areas. The Work shall be performed in such a manner that any areas outside the limits of the Worksites shall be free from all debris, building materials and equipment. Design-Build Firm shall not cause any interference with the occupancy or beneficial use of any area or buildings adjacent or in close proximity to the Worksites;

(j) The Design-Build Firm shall keep the premises and surrounding area free from accumulation of waste materials or rubbish;

(k) As of the date of the Owner’s Notice to Proceed with any Stage or Phase of construction, it will be Design-Build Firm’s responsibility to establish, protect, preserve and reestablish when required any temporary bench marks and/or baselines on the Site. Construction staking and tolerances shall be in accordance with the Manual of Practice for Land Surveying in the State of Texas, Category 5; and

(l) Design-Build Firm shall establish and record baselines and temporary benchmarks for the design of the Project.

(7) Administration of the Project.

(a) The DPOR, and Design-Build Firm’s consultants, shall periodically inspect and observe the progress and quality of the Work at the Worksites as appropriate to monitor and confirm that the type and quality of construction and the progress of the Work is proceeding in accordance with this Agreement, including the Construction Documents and the Project Schedule, and they shall endeavor to protect Owner against defects and deficiencies.

(b) In addition to site visits for general inspection and observation, the DPOR shall visit the Site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work by others. The DPOR shall provide written reports of all site visits to the Owner, the Program Manager and the Design-Build Firm within three business days.
(c) The Design-Build firm shall establish and maintain a numbering and tracking system for all project records, including requests for information, submittals, and supplementary instructions and shall provide updated records at each progress meeting and when requested. DPOR shall post all RFI, ASK, and submittal transactions, including approvals within the Design-Build Firm’s chain of command/authority in Projectmates.

(d) The DPOR shall promptly respond to any RFI’s as necessary for the proper execution or progress of the Work and shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents. The DPOR’s interpretations and recommendations shall be consistent with the intent of and reasonably inferable from the Contract Documents, including the Approved Construction Documents. The DPOR’s interpretations shall be made in written and/or graphic form including, if necessary or appropriate, supplemental documents to amplify or clarify portions of the Construction Documents and uploaded to Projectmates.

(e) The DPOR shall review and approve or take other appropriate action upon the Design-Build Firm’s submittals such as Shop Drawings, product data and samples.

(f) The DPOR shall identify to the Program Manager potential opportunities for cost savings based on submittal alternatives.

(g) All proposed changes to Drawings, plans and Specifications, regardless of how initiated, shall be fully described by the DPOR in the documents depicting changes to the scope of Work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, BIM and CAD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the Specifications shall be made by consecutively numbered and dated revision addenda. All changes to design documents or Specifications will be identified by date of change, revision number and other customary identification references. Areas changed on Drawings will be “clouded” to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

(h) The DPOR shall participate in concealed space inspections, systems start-up inspections, Substantial Completion and Final Completion inspections to determine the dates of Substantial Completion and Final Completion including obtaining Certificates of Occupancy and turnover of all or a portion of the Project to the Owner. The DPOR and the key representative from the Design-Build Firm shall also participate in the
Owner’s final walk thru inspection 10 months after Final Completion, shall administer any needed warranty Work at that time, and resolve all warranty claims in consultation with the Owner and Program Manager.

(i) Prior to submission to the Program Manager, the Design-Build Firm shall review, for conformance with the Contract Documents, all guarantees and warranties.

(j) The Design-Build Firm and DPOR shall review final As-Builts for accuracy and completeness in the representation of the as-built conditions of the Work and for compliance of the completed Work with the Contract Documents.

(k) DPOR shall prepare a Punch List of all items, which Punch List shall include and provide for resolution of all comments from the Owner, Program Manager, and/or Architectural Representative. The resolution of Punch List items may include the reports of government authorities having jurisdiction that Punch List items have been satisfactorily corrected or completed in accordance with the Contract Documents.

(l) Prior to submission to the Program Manager, the Design-Build Firm shall review all submissions of operating and maintenance instructions, and all manuals, brochures, drawings, and all other close-out documentation furnished by the Design-Build Firm or Design-Build Firm Personnel, and shall confirm to the Owner in writing all such documentation conforms to the requirements of the Contract Documents.

IV. Subcontracting

Design-Build Firm shall award and enter into all subcontracts and purchase orders as necessary and appropriate to provide all labor and materials for the construction of the Project in accordance with this Agreement, and shall coordinate, monitor and inspect the Work of Design-Build Firm Personnel to ensure conformance with the Contract Documents.

A. Unauthorized Assignments Void.

Design-Build Firm shall not assign this Agreement in whole or in part or assign any monies due or to become due to Design-Build Firm, or delegate any of its duties and obligations hereunder, without Approval and the written assumption by the Approved assignee of all of Design-Build Firm’s duties and obligations hereunder. Design-Build Firm shall bind Design-Build Firm Personnel to this Agreement. Where appropriate, Design-Build Firm shall require each of its Design-Build Firm Personnel to enter into similar agreements with their sub-sub-consultants and sub-subcontractors. Any assignment or attempted assignment without Owner’s prior written Approval shall be void. No assignment or delegation by Design-Build Firm shall relieve Design-Build Firm of its obligations hereunder to Owner.

B. Collateral Assignments of Agreements.
Design-Build Firm hereby grants, transfers, and assigns to Owner all the right, title, and interest of Design-Build Firm in, to, and under any and all subcontracts, purchase orders or other agreements executed by or on behalf of the Design-Build Firm for the furnishing of Services and Work hereunder, including any materials, supplies, and equipment which are to be incorporated into the Work and, to the extent assignable, all leases entered into for equipment to be used in connection with the performance of the Work. Such assignments shall be exercisable by Owner, at its election, in the event that Design-Build Firm is in default hereunder and Owner has exercised its right to terminate the Work or this Agreement in whole or in part, or to take control of the Project. Owner may reassign such subcontracts, purchase orders or other agreements to another construction manager or any other person or entity as necessary to continue with the Work in such event, and such assignee may exercise Owner’s rights in the contracts and Design-Build Firm shall cause each contract to so provide. Design-Build Firm shall ensure that each such subcontract or other agreement relating to the Work with Design-Build Firm Personnel or other entity contains the consent of such Design-Build Firm Personnel or entity to the foregoing assignment, by insertion of the following provision, as appropriately modified with Owner’s Approval to conform the context thereof:

“[INSERT NAME OF SUBCONTRACTOR OR OTHER ENTITY] ("Lower-Tier Provider") hereby irrevocably and collaterally assigns to San Antonio Water System (as “Owner”) this [Subcontract or Purchase Order] between Design-Build Firm and Lower Tier Provider to secure Design-Build Firm’s obligations to perform under the Design-Build Services Agreement, Contract No. [INSERT CONTRACT NUMBER], dated [INSERT DATE], between Design-Build Firm and Owner in connection with the Project. Lower-Tier Provider hereby consents to this assignment, and shall execute all documents reasonably required to evidence or facilitate the effectiveness of such assignment. Such assignment shall not, however, become effective until Owner delivers notice of intent to Lower-Tier Provider that Owner has elected to accept and assume such assignment, whereupon Owner may elect in writing within thirty (30) Days thereof, to require Lower-Tier Provider to (a) cease Work on and/or vacate the Project, or (b) continue performance hereunder. The Lower-Tier Provider agrees to notify Owner simultaneously with its issuance of any notice to the Design-Build Firm of the circumstances relating to the occurrence of any material default by the Design-Build Firm in its obligations to Lower-Tier Provider hereunder, which may lead to Lower-Tier Provider’s election to exercise any right to suspend or terminate hereunder, and Owner shall have an opportunity to cure such default by the Design-Build Firm, provided that such cure is effected within a reasonable period of time, but in no event later than thirty (30) Days after the date of Owner’s receipt of such default notice. The Lower-Tier Provider further agrees to extend to Owner directly any warranties and remedies required of Lower-Tier Provider hereunder; provided however, the foregoing shall not change Lower-Tier Provider’s rights and obligations hereunder, other than to provide to Owner the right to directly enforce against Lower-Tier Provider such warranties and remedies.”

C. Design-Build Firm’s Good Faith Effort Plan.

Throughout the Project, the Design-Build Firm shall in good faith strive to adhere to the Design-Build Firm’s Good Faith Effort Plan (Exhibit 12).
V. Construction by Owner or By Separate Contractors

### Duty of Cooperation with Owner’s Separate Contractors
Design-Build Firm shall afford Owner’s Separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment, and for the performance of their construction or operations. Design-Build Firm also shall properly coordinate its Work with that of the Separate Contractors, and cooperate in all respects with them. The Separate Contractors will be required to similarly cooperate with Design-Build Firm in all such respects. If any part of the Work depends upon proper performance of the construction or operations of Separate Contractors, Design-Build Firm shall inspect and promptly report to Owner any apparent discrepancies or defects that render the Work unsuitable. Failure of Design-Build Firm to so report shall constitute an acceptance of the Separate Contractor’s construction or operations as fit to receive the Work, except for:

**A.** Defects which may develop in the Separate Contractors’ construction or operations after the performance of the Work; or

**B.** Defects in the Separate Contractors’ construction or operations of which Design-Build Firm gives Owner notice immediately upon discovery and without then proceeding with the Work affected.

If Design-Build Firm or others engaged by or under the control of Design-Build Firm cause(s) physical damage to the construction or property of any Separate Contractor, the Design-Build Firm, upon notice from Owner shall remedy such damage at its sole expense. If a dispute arises between Design-Build Firm and any Separate Contractor as to each other’s responsibility for cleaning up, Owner may clean up and charge the cost to Design-Build Firm or the Separate Contractor as Owner shall determine to be just.

1. **Owner’s Right to Perform Construction and to Award Separate Contracts.**
   
   **(a)** Owner reserves the right to perform construction or operations related to the Project with Owner’s own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

   **(b)** Owner shall provide for coordination of the activities of the Separate Contractors and the Work of the Design-Build Firm and Design-Build Firm shall cooperate with the Separate Contractors. Design-Build Firm shall participate with the Owner and its Separate Contractors in reviewing construction schedules when directed by Owner to do so. Design-Build Firm shall make any revisions to the Project Schedule as deemed necessary after a joint review and mutual agreement with all such parties.

2. **Responsibility to Coordinate with Owner’s Separate Contractors.**
   
   **(a)** Design-Build Firm shall afford Owner and Owner’s Separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall coordinate the
Design-Build Firm’s construction and operations with theirs as required herein and, as applicable, by the contract documents applicable to Owner’s Separate Contractors.

(b) If part of Design-Build Firm’s Work depends, for proper execution or results, upon the construction or operations by Owner or Owner’s Separate Contractors, Design-Build Firm shall, prior to proceeding with that portion of the Work, promptly report to Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Design-Build Firm to so report shall constitute an acknowledgment that Owner’s or Owner’s Separate Contractors completed or partially completed construction is fit and proper to receive Design-Build Firm’s Work, except as to defects not then reasonably discoverable.

(c) Design-Build Firm shall reimburse Owner for costs incurred by Owner and which are payable to Owner’s Separate Contractors because of delays, improperly timed activities or defective construction of Design-Build Firm.

(d) Design-Build Firm promptly shall remedy any damage wrongfully caused by Design-Build Firm Personnel to any completed or partially completed construction or to property of Owner or Owner’s Separate Contractors, as provided herein.

(3) Owner’s Right to Clean Up. If a dispute arises among or between Owner, Design-Build Firm or Owner’s Separate Contractors, as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, Owner may clean up and those clean-up costs will be allocated by Owner amongst those responsible, in Owner’s sole discretion.

VI. Scheduling of Construction Phase Services

Design-Build Firm shall schedule the Construction Phase Services in the Project Schedule. The Project Schedule shall show all required activity sequences, specifically including precedence relationships and durations for all activities in Approved critical path format, which coordinates and integrates the Design-Build Firm’s Services and the development of Construction Documents, with the Services and Work of all Design-Build Firm Personnel and the activities within the Project Schedule for Owner and any Separate Contractors. The Design-Build Firm shall regularly review the Project Schedule for any Services and Work that have not been started or are behind schedule, and identify and disclose to Owner and Program Manager any potential or actual variance between any scheduled and probable completion date for such Services and Work, and recommend to the Owner scheduling adjustments to adhere to the Project Schedule. The Project Schedule, as necessary to manage the timely performance of the Services and Work, shall:
A. Provide a graphic representation of and incorporate all activities and events that will occur during performance of Work, including all activities of the Design-Build Firm Personnel, as well as others affecting the progress of the Work;

B. Incorporate activity sequences and durations, allocations of labor and materials, processing of Shop Drawings Submittals, and the expediting and delivery of long lead items. Schedules shall include Owner’s occupancy requirements and occupancy priorities;

C. Identify each Phase and Stage for the performance and completion of the Services and Work, and for Owner’s occupancy of the Operations Centers;

D. Set forth dates that are critical to ensuring the timely and orderly completion of the Services and Work in accordance with Approved control milestones and the requirements of the Contract Documents;

E. Provide for regular monitoring, updating, and reissuing of the Project Schedule as construction progresses, consistent with the Project Schedule and the requirements of this Agreement;

F. Be updated at least monthly with revisions to the Project Schedule being made more frequently if Owner considers this to be reasonably necessary. Updates shall provide summary reports to Owner for each update to explain all changes in the Project Schedule. Updates shall incorporate updated scheduling for all activities of the Project including without limitation:

(1) Commencement, control milestone and completion dates for the Design submittals, submission of Final GMP, construction Notice to Proceed bidding activities, Substantial and Final Completion dates, construction phasing and Project stages;

(2) Times of commencement and completion for all Design-Build Firm Personnel;

(3) Required activity sequences and durations;

(4) Subcontract activities for the Project, including bid preparation for Design-Build Firm’s applicable design packages, bid packages, bid dates, bid analysis, and award decision-making;

(5) Sequences of Work by design package including: review periods, activities to obtain building and other permits, and review and Approval dates, completion dates, document review periods; and

(6) Lists of materials and equipment items requiring long lead times to procure, including delivery dates and coordinating and expediting activities.
VII. Time for Performance; Excusable Delay; Schedule Limitations; Remedies for Inexcusable Delay; and Cost Limitations

A. Time for Performance. Design-Build Firm shall diligently prosecute and complete the Services and Work in accordance with the Project Schedule. Design-Build Firm shall use its best efforts to re-sequence or accelerate portions of the Work as and when necessary or appropriate to overcome and/or mitigate, to the greatest practicable extent, the effect of any delays. Costs incurred to resequence or accelerate the Work to overcome or mitigate delays may be included in the Cost of the Work, but only to the extent such delays were not caused or contributed to, in whole or in part, by the negligence or fault of any Design-Build Firm Personnel, and only to the extent such costs do not exceed the Guaranteed Maximum Price for the Project.

B. Time is of the essence. Time is of the essence with respect to all key dates in the Project Schedule, including the applicable Substantial Completion Dates and Final Completion Dates, as well as the intermediate control milestone dates shown therein. The Design-Build Firm’s failure to achieve the applicable Dates of Substantial Completion or Dates of Final Completion shall result in the assessment of Delay Liquidated Damages applicable to each such event under Sections VII.G and VII.H below, respectively. Design-Build Firm acknowledges and accepts as reasonable and appropriate the scheduling and cost constraints established by this Agreement.

C. Excusable Delays. Delays due to any circumstances that are beyond a Party’s reasonable control to avoid or mitigate including, but not limited to, strikes, riots, wars, fires, flood, explosion, acts of nature, acts of government, and labor disturbances shall constitute Excusable Delays. Design-Build Firm shall keep Owner advised of any delay, whether or not it constitutes an Excusable Delay, which may affect the Project Schedule or any completion date. The Parties shall have no liability to each other for, and each Party shall bear its own costs due to the impact of Excusable Delays in the performance of their respective obligations under this Agreement.

D. Weather Delays as Excusable Delay. The Design-Build Firm shall anticipate and include in the Project Schedule all days of weather delay that should be anticipated according to the 5-year climatic averages for San Antonio International Airport as determined by the National Oceanic and Atmospheric Administration (NOAA). Design-Build Firm shall only make requests for additional time for days that are considered lost due to adverse weather conditions that are in excess of days that should be anticipated in the Project Schedule on the foregoing basis. Adverse weather days will only be included in the schedule for periods when the critical path of the Project is subject to impact from adverse weather conditions. Design-Build Firm will only submit a time extension request for Excusable Delay for adverse weather delays in accordance with the requirements of this Section.

E. Equitable Adjustments to Add Time to the Project Schedule for Excusable Delay; Notice Requirement. Design-Build Firm shall submit written notice to Owner and
Program Manager advising of the risk or occurrence of any anticipated or unanticipated Excusable Delay, stating in detail any and all actions reasonably required of Owner to appropriately avoid, end or mitigate the Excusable Delay. Such notice shall be delivered to Owner and Program Manager within seven (7) Days after the day that Design-Build Firm knew of or, in the exercise of reasonable diligence, should have anticipated, the occurrence thereof. The foregoing notwithstanding, Design-Build Firm shall not be entitled to an equitable adjustment to add time to the Project Schedule to the extent that Excusable Delay occurs or continues because the Design-Build Firm failed to notify Owner thereof, and as a result of a lack of notice the Owner did not take reasonable and appropriate action as described in such notice to avoid, end, or mitigate such Excusable Delay. If Design-Build Firm submits the notice required hereunder, Owner in its sole discretion shall determine whether the delay constitutes an Excusable Delay, and whether, as a result of the Excusable Delay an extension of time to the Project Schedule should be granted. The Design-Build Firm’s entitlement to an equitable adjustment to the Project Schedule is absolutely conditioned upon Design-Build Firm’s timely submission of written notice as required herein. Subject to the foregoing, an equitable adjustment to the Project Schedule shall be the Design-Build Firm’s sole remedy for Excusable Delay. Owner shall make no adjustment to the Project Schedule and Design-Build Firm shall reimburse Owner for any additional costs incurred by Owner as a result of any delays deemed by Owner, in its sole discretion, to have been caused jointly or solely by the Design-Build Firm.

F.  Equitable Adjustment to Fees and/or Project Schedule for Extended Performance Due to Owner’s Interference. The Design-Build Firm may, as hereinafter provided, claim an equitable adjustment to its Fees and/or the Project Schedule for extended performance that the Design-Build Firm demonstrates to have been caused by the Owner’s intentional interference with the Design-Build Firm’s performance of this Agreement. If Design-Build Firm has delivered to Owner and Program Manager written notice of the occurrence, impact consequences, and recommendations for the elimination of such interference, and the Owner, without justification, fails thereafter to cease such interference, then Design-Build Firm may claim an equitable adjustment to its Fees for the Design-Build Firm’s reasonable additional costs of extended performance during the period of the Design-Build Firm’s extended performance commencing on the business day next following Owner’s receipt of such notice and ending on the day that such interference ends. Such notice shall be a condition precedent to such a claim, failing in which any such claim shall be invalid. Except for Owner’s intentional interference despite the Design-Build Firm’s timely issuance of such notice, Design-Build Firm shall not be entitled to, and agrees not to seek additional compensation for, such extended performance. Promptly after receipt of such notice, the Parties shall seek to mutually agree upon the expected period of such extension and any equitable adjustment to the Design-Build Firm’s Fees for such extended performance. The Parties shall resort to the Dispute Resolution Process if they cannot agree upon such equitable adjustment. In no event shall Fees be adjusted for any delay caused or contributed to by the failure of Design-Build Firm or Design-Build Firm Personnel to perform in accordance with this Agreement, or for any amount that would cause the GMP for the Project to be exceeded.
G. Substantial Completion; Delay Liquidated Damages.

(1) Schedule for Achieving Substantial Completion. The Design-Build Firm shall achieve Substantial Completion by the applicable Scheduled Date of Substantial Completion to be established for each Service Center as shown in the Project Schedule (Exhibit 6). In the event of Excusable delay, the Scheduled Date of Substantial Completion shall be adjusted by adding the resulting aggregate number of days of Excusable Delay. In such event, Delay Liquidated Damages shall accrue from the Scheduled Date of Substantial Completion, as the same may be extended. Owner may deduct and offset from and against any amounts due Design-Build Firm a sum equal to the amount of any Delay Liquidated Damages due Owner through the date that Final Completion is achieved.

(2) Substantial Completion Achieved Prior to Scheduled Substantial Completion Date. In the event that Substantial Completion occurs on or prior to the Scheduled Date of Substantial Completion, the Design-Build Firm shall have no obligation to pay Delay Liquidated Damages under this Section.

(3) Substantial Completion Achieved Subsequent to Scheduled Substantial Completion Date; Delay Liquidated Damages. In the event that Substantial Completion occurs subsequent to the Scheduled Date of Substantial Completion, the Design-Build Firm shall pay Owner Delay Liquidated Damages in accordance with this subsection for each Day that the Substantial Completion is delayed beyond the Scheduled Date of Substantial Completion and continuing until the earlier of (i) the actual achievement of the Substantial Completion, or (ii) termination of this Agreement for default. The amount of Delay Liquidated Damages payable by the Design-Build Firm pursuant to this Section shall accrue as follows for each Operations Center:

(a) East Side Operations Center. $3,897.00 for each Day of unexcused delay in achieving Substantial Completion; and

(b) North West Operations Center. $3,827.00 for each Day of unexcused delay in achieving Substantial Completion.

Any accrued Delay Liquidated Damages shall be due and payable on the first Day of each month following accrual.

H. Final Completion Delay Liquidated Damages

(1) Schedule for Achieving Final Completion. The Design-Build Firm shall achieve Final Completion by the applicable Scheduled Date of Final Completion to be established for each Service Center in the Project Schedule (Exhibit 6), which dates may be extended in accordance with this Section. In the event of Excusable Delay, the applicable Scheduled Date of Final Completion shall be extended by adding the resulting aggregate number of days of Excusable Delay. In such event, Delay Liquidated Damages shall accrue from the Scheduled Date of Final Completion Date, as the same may be extended.
(2) Final Completion Achieved Prior to Scheduled Final Completion Date. In the event that Final Completion occurs on or prior to the applicable Scheduled Date of Final Completion, the Design-Build Firm shall have no obligation to pay Delay Liquidated Damages under this Section.

(3) Final Completion Achieved Subsequent to Scheduled Final Completion Date; Delay Liquidated Damages. In the event that Final Completion occurs subsequent to the applicable Scheduled Date of Final Completion, the Design-Build Firm shall pay Owner Delay Liquidated Damages in accordance with this subsection for each Day that the applicable Final Completion Date falls after the Scheduled Final Completion Date and continuing until the earlier of (i) the actual achievement of Final Completion, or (ii) any termination of this Agreement for default. The amount of Delay Liquidated Damages payable by the Design-Build Firm pursuant to this Section shall accrue as follows for each Operations Center:

(a) East Side Operations Center: $2,200.00 for each Day of unexcused delay in achieving Final Completion; and
(b) North West Operations Center: $2,200.00 for each Day of unexcused delay in achieving Final Completion.

Any accrued Delay Liquidated Damages shall be payable on the first Day of each month following accrual.

I. Liquidated Damages Not a Penalty. Each Party agrees that Owner’s actual damages for delay under the circumstances contemplated herein would be difficult or impossible to ascertain, and that the Delay Liquidated Damages provided for herein with respect to each such specific circumstance are intended to place Owner in the same economic position as it would have been in had the particular circumstance not occurred. Specifically, the Parties agree as follows:

(1) the Delay Liquidated Damages provided herein are not a penalty, are fair and reasonable, and payment thereof would represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the specific circumstance associated with the Delay Liquidated Damage; and

(2) in recognition of the acknowledgments above, the Design-Build Firm is expressly estopped from arguing, and waives any rights it may have to argue, that the Delay Liquidated Damages provided for herein are a penalty or that they are not enforceable.

The Delay Liquidated Damages set forth above shall constitute the only damages payable by the Design-Build Firm to Owner to compensate Owner for damages for the period of delay associated with the specific circumstance, regardless of legal theory. This limitation, however, is only intended to cover the period of delay during which the Design-Build Firm is permitted by Owner to continue performance to achieve Substantial
Completion or Final Completion, as applicable, and is not intended to limit or preclude Owner’s other remedies for breach specifically provided for in this Agreement, including Owner’s remedies associated with a termination of Design-Build Firm for default. The Parties acknowledge and agree that Owner’s damages associated with Design-Build Firm’s termination for default are not liquidated hereunder and that the additional remedies specifically provided for in this Design-Build Firm Agreement in the event of a termination for default are intended to address harms and damages which are separate and distinct from those which the Delay Liquidated Damages are meant to be a remedy for the period of delay prior to a termination for default.

J. Inexcusable Delays. Design-Build Firm acknowledges and understands that unexcused delay in achieving Substantial Completion of the Project will result in increased costs to Owner for extended services and performance of Owner’s management employees dedicated to management of the Project, Owner’s Program Manager, Owner’s Information Technology (“IT”) Personnel, Owner’s Migration Consultant, in the performance of their services relating to the Project, and other increased Project costs, such as insurance, temporary power, and the like, for which Design-Build Firm will be responsible to pay Delay Liquidated Damages for a period of inexcusable delay. Such costs have been taken into consideration in establishing the foregoing amounts of Delay Liquidated Damages.

K. Owner Changes to Scope of Services and/or Work. Owner may issue a Construction Change Directive to order a change to the scope of Services and Work, or to the Project Schedule. Design-Build Firm shall proceed with a change only after being directed to do so by Owner’s Construction Change Directive. Design-Build Firm warrants that it shall not proceed with any verbal or other request that would constitute a change to the scope of Services and Work included in Owner’s Approved Initial or Final GMP, as applicable, or to the Project Schedule, unless it has obtained Owner’s Construction Change Directive to do so, and complied with the following conditions to obtain formal Approval of the change. If Design-Build Firm considers a Construction Change Directive to require a change that warrants adjustment to Fees, the Initial or Final Guaranteed Maximum Price, as applicable, or to the Project Schedule, the Design-Build Firm must so notify Owner of not later than ten (10) Days following the date of issuance of Owner’s Construction Change Directive, and provide a detailed statement of the reasons why the Design-Build Firm believes the change warrants an adjustment, and the nature of the adjustment requested. Thereafter, the Parties shall promptly negotiate and, pending such negotiations and agreement in writing on any adjustment, Design-Build Firm shall not proceed with the change unless Owner expressly directs the Design-Build Firm in writing to do so thereafter. If Design-Build Firm fails to precisely follow these steps, Design-Build Firm shall be deemed to have waived its right to seek any adjustment. In the event of any Approved adjustment to the Initial or Final Guaranteed Maximum Price, as applicable, pursuant to a Construction Change Directive, Design-Build Firm shall use, as the basis for such adjustment, hourly rates no greater than the hourly rates established in the Design-Build Firm’s Hourly Rate Schedule attached hereto as Exhibit 13.
L. Initial Guaranteed Maximum Price shall be a Limit on Final Guaranteed Maximum Price. Design-Build Firm acknowledges and accepts that the total of all amounts Owner may pay to Design-Build Firm to complete the Project cannot and shall not exceed the Initial Guaranteed Maximum Price for the Project, as set forth in the Owner’s Request for Qualifications for the Project. The Final Guaranteed Maximum Price, and any adjustment that may be made by Owner to the Final Guaranteed Maximum Price, shall in no event exceed the Initial Guaranteed Maximum Price.

VIII. Standard of Care, Representations and Warranties

A. The Design-Build Firm hereby makes, and agrees Owner has entered into this Agreement based upon, and in reasonable reliance upon, the following representations, warranties and certifications:

(1) Familiarity with Project and the Sites. Design-Build Firm has thoroughly reviewed the Request for Qualifications No: Q-16-007-DW for Design Build Phase II Service Center Project dated September 30, 2016 and the Request for Proposal No: P-16-007-DW dated November 18, 2016, the PMP, the Scope of Services and Design Criteria Packages for the Project, and visited and reviewed information available for each of the two Sites. Design-Build Firm is thoroughly familiar with the local conditions under which the Services and Work are to be performed. Design-Build Firm has investigated and satisfied itself with respect to:

(a) the nature and locality where the Work is to be performed and the conditions and difficulties to be encountered, including access thereto;

(b) the configuration and condition of the soil together with the character, quality and quantity of subsurface and surface materials or obstacles to be encountered;

(c) the availability of water, electricity or other utilities and access thereto;

(d) the type of equipment and facilities needed preliminary to and during performance of the Work;

(e) the availability of and need to make arrangements for Design-Build Firm’s purchase and use of materials, supplies and equipment;

(f) the conditions affecting transportation, disposal, handling and storage of materials, supplies and equipment;

(g) prevailing weather and climatological conditions as well as uncertainties of weather, river stages, or similar physical conditions at the jobsite; and
(h) any other factor(s) which may relate to the Sites for the Work, or otherwise affect Design-Build Firm’s performance of this Agreement.

(2) Design-Build Firm acknowledges that it is not entitled to rely upon or complain of any inaccuracies in any preliminary design related information in the DCPs, or the surveys and geotechnical reports, including those made available by Owner. Design-Build Firm has engaged its own geotechnical consultant and design professionals to evaluate such information and the Sites for purposes of evaluating the condition of the Sites, including any subsurface conditions therein, and any other risks that may affect or increase the difficulty of performance of this Agreement. DESIGN-BUILD FIRM ACKNOWLEDGES THAT ANY AND ALL TESTS, MAPS, REPORTS, AND DRAWINGS IN THE POSSESSION OF OWNER THAT REFLECT OR DEPICT SITE BOUNDARIES, RECORDED EASEMENTS, TOPOGRAPHY, UTILITY LOCATIONS, AND OTHER SITE CONDITIONS AND/OR RESTRICTIONS WHICH MAY IMPACT THE DESIGN AND/OR CONSTRUCTION OF THE PROJECT WERE PREPARED SOLELY FOR OWNER’S BENEFIT AND FOR INFORMATION ONLY PURPOSES, AND THAT DESIGN-BUILD FIRM SHALL HAVE NO RIGHT TO RELY UPON SUCH AND THAT ANY RELIANCE THEREON SHALL BE AT DESIGN-BUILD FIRM’S OWN RISK. Design-Build Firm enters into this Agreement on the basis of its own examination, investigation and evaluation of the matters set forth above, and does not relying upon any representation of Owner or its agents or employees. Failure or refusal to properly or accurately consider and evaluate the factors set forth above shall not relieve Design-Build Firm from its responsibility to properly estimate the difficulty, cost and expense of performing this Agreement.

(3) Design-Build Firm has had an ample opportunity to examine all of the Contract Documents, including without limitation, the Drawings and the Specifications, and all information pertaining to the Work and the site of the Work and its surroundings. Prior to the submission of a GMP Proposal, Design-Build Firm will have again carefully examined all such information, and shall have also investigated the site of the Work to the degree that Design-Build Firm deems necessary and appropriate to fully acquainted itself with the scope of Work, the completeness of the design, the availability of materials, the presence of existing facilities (including underground utilities), the general topography, soil structure, subsurface or substructure conditions, or obstructions, adjoining property constraints, and all other conditions pertaining to related to the Work, the Site of the Work and its surroundings, and as necessary and appropriate to achieve a full understanding of the difficulties which may be encountered in performing the Work. Design-Build Firm acknowledges that SAWS has previously provided geotechnical analyses, including environmental findings and other information related to civil design, for each proposer, including Design-Build Firm, to consider and make an independent determination of the extent to which it would choose to rely upon such information or decide to undertake such additional investigation as it considered necessary in its professional judgment to submit its
proposal in response to the RFP and to develop GMP Proposal(s). Design-Build Firm understands and agrees that it is only entitled to rely upon such information to forego any additional investigation to the extent that it would be reasonable and prudent for a design professional to do so in the exercise of reasonable care under similar circumstances for the design of comparable facilities located in the vicinity of the Project. DESIGN-BUILD FIRM SHALL INCLUDE IN ITS GMP PROPOSAL(S) A REASONABLE AMOUNT AS DESIGN-BUILD FIRM CONTINGENCY FOR THE RISK OF ANY DIFFICULTIES OR CONDITIONS TO BE ENCOUNTERED AFTER DESIGN-BUILD FIRM COMMENCES CONSTRUCTION OF THE WORK, WHETHER OR NOT FORESEEABLE OR OBSERVABLE, WHICH MAY ADVERSELY IMPACT THE PERFORMANCE OR PROGRESS OF THE WORK OR COMPLETION OF THE PROJECT. DESIGN-BUILD FIRM AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, THE OWNER DELIVERABLES, OR IN ANY REPRESENTATIONS, STATEMENTS OR OTHER INFORMATION MADE OR FURNISHED BY OWNER OR ITS REPRESENTATIVES, DESIGN-BUILD FIRM’S SUBMISSION OF ITS GMP PROPOSAL TO ESTABLISH A GMP FOR THE WORK SHALL CONSTITUTE DESIGN-BUILD FIRM’S REPRESENTATION TO OWNER THAT (i) DESIGN-BUILD FIRM HAS COMPLETED ALL ADDITIONAL INVESTIGATIONS NECESSARY OR APPROPRIATE TO FULLY EVALUATE SUCH RISK, (ii) DESIGN-BUILD FIRM HAS ESTABLISHED A REASONABLE DESIGN-BUILD FIRM CONTINGENCY FOR SUCH RISK IN THE GMP PROPOSAL, (iii) DESIGN-BUILD FIRM AGREES TO ASSUME SUCH RISK, (iv) DESIGN-BUILD FIRM SHALL REGARDLESS OF ANY CONDITIONS PERTAINING TO THE WORK, THE SITE OF THE WORK OR ITS SURROUNDINGS, COMPLETE THE WORK FOR THE GMP TO BE ESTABLISHED UNDER THIS CONTRACT NOTWITHSTANDING SUCH DIFFICULTIES OR CONDITIONS, AND (v) DESIGN-BUILD FIRM SHALL NOT BE ENTITLED TO REQUEST AN INCREASE IN THE GMP TO PAY FOR UNANTICIPATED COSTS TO OVERCOME ANY SUCH DIFFICULTIES OR CONDITIONS, TO THE EXTENT SUCH COSTS MAY CAUSE THE TOTAL OF ALL FEES AND COSTS OF THE PROJECT TO EXCEED THE GMP.

(4) Design-Build Firm’s Standard of Care. DESIGN-BUILD FIRM WILL PERFORM, OR CAUSE TO BE PERFORMED EXPEDITIOUSLY ALL SERVICES AND WORK REQUIRED HEREUNDER, AND IN NO EVENT LATER THAN IS REQUIRED TO CONFORM TO THE PROJECT SCHEDULE, AND DESIGN-BUILD FIRM SHALL DO SO WITH THAT DEGREE OF PROFESSIONAL SKILL AND CARE PRACTICED, AND IN ACCORDANCE WITH INDUSTRY STANDARDS CUSTOMARILY ADHERED TO, BY OTHER FIRMS EXPERIENCED IN THE PERFORMANCE OF SERVICES AND UNDERTAKINGS OF THE SAME
(5) **Design-Build Firm Personnel.** All Design-Build Firm Personnel performing Services under this Agreement shall at all times be under Design-Build Firm’s exclusive direction and control and Design-Build Firm shall be responsible for proper supervision and examination of the performance of the Services and Work by the Design-Build Firm Personnel consistent with the requirements of this Agreement. Design-Build Firm Personnel assigned to the Projects shall possess sufficient skills and professional expertise as required to satisfactorily meet all obligations and requirements of this Agreement. Owner retains the right to reject or require Design-Build Firm to remove any Design-Build Firm Personnel who Owner determines in its sole judgment and discretion to fail to meet the standards for qualifications and performance established for performance of the Services hereunder. Owner hereby approves of the key positions listed on Design-Build Firm’s Staffing Plan (Exhibit 5) as the key positions to be occupied by Design-Build Firm Personnel, and Design-Build Firm’s assignments to such positions as shown thereon. Owner reserves the right to participate in the interview process and review resumes of all other Design-Build Firm Personnel who are being considered by Design-Build Firm for assignment to such key positions in the performance of Services hereunder. Design-Build Firm agrees that it will obtain the written consent of Owner and Program Manager prior to the assignment of any individual to such key positions for the performance of Services under this Agreement. Individuals of Design-Build Firm or Design-Build Firm Personnel assigned to such key positions shall not, without Owner’s prior written consent, be removed from their positions or reassigned except in the case of an employee’s voluntary or involuntary resignation of employment, or due to serious illness, death, or a bona fide family emergency. Upon Design-Build Firm becoming aware of an individual’s imminent or actual vacancy from the Project for one of the foregoing reasons, Design-Build Firm shall notify Owner and Program Manager within three (3) Days of learning thereof.

(6) **Familiarity with Applicable Laws, Rules, and Regulations.** Design-Build Firm is knowledgeable of Applicable Laws and will diligently use all reasonable care to ensure that it and all its Design-Build Firm Personnel perform all of the Services and Work required hereunder in compliance therewith. Each of Design-Build Firm’s design submittals will be coordinated with all associated local, state, and federal agencies as required, including but not limited to City of San Antonio (CoSA), Texas Department of Licensing and Regulation (TDLR), Bexar County, Texas Department of Transportation (TxDOT), and Texas Commission on Environmental Quality (TCEQ), as applicable.

(7) **No Material Change in Design-Build Firm’s Responses to Owner’s Requests Qualifications or Proposals.** All information contained in Design-Build Firm’s Statement of Qualifications and Proposals, and all other information Design-Build Firm has furnished Owner in pursuit of this Agreement following Owner’s
Request for Qualifications Solicitation No: Q-16-007-DW for Design Build Phase II Service Center Project, dated September 30, 2016, and Owner’s Request for Proposals RFP# R-14-003-DD, dated November 18, 2016, including but not limited to Design-Build Firm’s statements and representations as to its history, experience, capabilities, litigation disclosure, financial information, project approach, its ability to deliver the Project within the IGMP, and other qualifications are accurate and complete, and no material change in circumstances has occurred that would cause Design-Build Firm’s qualifications and proposal responses to be untrue or materially different than what was originally stated.

(8) Financial Ability, Insurance and Bonds. Design-Build Firm is financially solvent and possesses or is able to engage sufficient working capital to complete the Services as required by this Agreement. Design-Build Firm’s insurance policies and bonds are and will be maintained in the form required under the Owner’s Requirements of Insurance (Exhibit 14) and Design-Build Firm’s Bond Forms (Exhibit 8). Design-Build Firm’s insurance policies contain no exclusions or exceptions to coverage other than those allowed by Owner’s Requirements of Insurance (Exhibit 14). Design-Build Firm has submitted to Owner all policies of insurance, including all certificates of insurance, in strict accordance with the insurance requirements set forth in the Request for Qualifications for Design-Build Services Solicitation No: Q-16-007-DW, dated September 30, 2016 and in Owner’s Requirements of Insurance (Exhibit 14).

(9) Qualifications of Design-Build Firm Personnel. Design-Build Firm has taken into consideration the availability and adequacy of the types of personnel and prevailing wage scales relevant to the Project, and presently employs or is able to engage sufficient qualified and experienced Design-Build Firm Personnel as needed to perform the Agreement.

(10) General and Professional Licensing. Design-Build Firm and all Design-Build Firm Personnel and their respective employees and representatives hold in its and/or their names all current licenses and permits required to render the Services and Perform the Work required hereunder, and each of them is duly licensed as required by Applicable Law to perform the Services required hereunder. The Design-Build Firm’s design team includes LEED-certified professionals qualified to develop and administer all pertinent LEED requirements and stipulations to ensure the Project achieves the Minimum Certification Level, or other certification level as otherwise established by the Owner.

(11) Performance of Professional Services. Design-Build Firm has engaged the DPOR and other qualified professionals listed in Design-Build Firm’s Staffing Plan (Exhibit 5) as required for the performance of the professional design Services required herein. The Design-Build Firm certifies that the DPOR and all other professional consultants have been selected on the basis of demonstrated competence and qualifications in accordance with Section 2254 of the Texas Government Code.
Conflicts of Interest; Solicitation. Design-Build Firm represents that it has advised Owner in writing of any past or present relationship or dealing between the Design-Build Firm, the DPOR, or Design-Build Firm Personnel and any third party, including competitors of Owner or Design-Build Firm, which could or could be perceived to impair or interfere with the their exercise of independent judgment and discretion in professionally and ethically rendering the Services and performing the Work for the sole benefit and enjoyment of Owner under this Agreement or which could cause Owner to change its evaluation of Design-Build Firm and the decision to enter into this Agreement with Design-Build Firm (“Conflict of Interest”). A Conflict of Interest shall be deemed to exist when, because of undisclosed activities or relationships with any a third party, Owner determines in its sole discretion that Design-Build Firm or the Design-Build Firm Personnel is/are unable to render impartial assistance, advice, or Services to Owner, or if the Design-Build Firm’s objectivity in performing the Services and the Work required hereunder is or might be otherwise impaired, or the Design-Build Firm gains an unfair advantage or receives undisclosed profits or benefits in addition to compensation for its performance of Services and Work under this Agreement. Design-Build Firm shall at all times during the performance of this Agreement remain free of any obligation of any kind to any person other than Owner where such obligation may cause or require Design-Build Firm to compromise or otherwise be in breach of its obligations to Owner, including without limitation its obligations with respect to proprietary rights and confidentiality and conflicts of interest. Design-Build Firm has not undertaken, and during the period covered by this Agreement, Design-Build Firm shall not undertake any relationship with any third party that could give rise to such a Conflict of Interest without the prior written consent of Owner. Design-Build Firm shall immediately advise Owner of any relationship that may give rise to a Conflict of Interest during the term of this Agreement. If Owner becomes aware of any such relationship through Design-Build Firm’s disclosure or otherwise, Owner shall have the option to terminate this Agreement in whole or in part without further liability to Design-Build Firm.

Design-Build Firm acknowledges that Owner adheres to the ethical requirements of the Charter of the City of San Antonio and its Ethics Code. Accordingly, no officer or employee of the San Antonio Water System shall have a financial interest, directly or indirectly, in any contract with the San Antonio Water System, or shall be financially interested, directly or indirectly, in the sale to the San Antonio Water System of any land, materials, supplies or service, except on behalf of the San Antonio Water System as an officer or employee. Design-Build Firm represents and certifies that it and its Design-Build Personnel, including the DPOR, and their respective officers, employees and agents are not members, officers or employees of the City or the San Antonio Water System or its Board. Design-Build Firm further represents and certifies that it has tendered to the San Antonio Water System all necessary disclosures and other documents in compliance with the City’s Ethics Code, including, without limitation, a Discretionary Contracts Disclosure Statement. Design-Build Firm agrees that
Owner has entered into this Agreement based upon, and that it is made in reasonable reliance upon, Design-Build Firm’s foregoing representations and certification.

The Design-Build Firm represents and certifies that it and its Design-Build Personnel, the DPOR, and their respective officers, employees and agents have not employed or retained any company or person other than a bona fide employee working solely for the Design-Build Firm, to solicit or secure this Agreement, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for the Design-Build Firm, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this covenant by Design-Build Firm, the Owner shall have the right to terminate this Agreement under the provisions of Section XVII.A below, in addition to Owner’s other rights and remedies under this Agreement.

Design-Build Firm and all Design-Build Firm Personnel shall report any suspected ethics violations impacting Owner by calling the Owner’s ethics hotline number, which is 1-800-687-1918.

(13) Protection of Confidential Information. All Owner’s information is confidential and shall be protected by Design-Build Firm and the Design-Build Firm Personnel, unless otherwise communicated by Owner in writing to Design-Build Firm. Design-Build Firm shall ensure that all Design-Build Firm Personnel execute and comply with the same form of Confidentiality Agreement in favor of Owner, obligating them to similarly protect Owner’s proprietary information in accordance with the terms and conditions of this paragraph and such Confidentiality Agreement. Owner has a proprietary interest in this Agreement and in the advisory and consulting services provided by Design-Build Firm. Accordingly, this Agreement, the Services, and any information obtained by Design-Build Firm through Owner in connection with its performance hereunder shall not be disclosed to any third party. In the event Design-Build Firm or Design-Build Firm Personnel is/are or may be subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Design-Build Firm in the performance of this Agreement, Design-Build Firm shall provide written notice to Owner of the request along with a copy of the request, and give Owner the opportunity to respond to the request prior to its release by Design-Build Firm. In no event shall Design-Build Firm or Design-Build Firm Personnel provide or participate in any public presentations or prepare or present any papers for public dissemination concerning any Project, or with information obtained in connection with any Project, without receiving the prior written Approval from the Owner, which Approval may be withheld in the sole and absolute discretion of the Owner. Design-Build Firm represents that it has at all times remained, and required and caused the Design-Build Firm Personnel to remain, in compliance with the requirements of this provision, has not disclosed
to third Parties any information concerning any Project, and will not do so without Owner’s prior written consent.

(14) **Execution of Agreement Duly Authorized.** Design-Build Firm’s execution and adoption of this Agreement has been duly authorized, approved and/or ratified, as set forth in the Resolution in Support of Construction Agreement, signed by Design-Build Firm’s members or its governing board of directors, confirming the authority of the person executing this Agreement on behalf of the Design-Build Firm to bind the Design-Build Firm to this Agreement (Exhibit 16).

(15) **Compliance with Applicable Laws.** Design-Build Firm warrants that all Services and Work shall be performed in strict compliance with all Applicable Laws and regulations and all other laws and regulations dealing with employer-employee relations, including, as amended, the “Fair Labor Standards Act” of 1938, the “Walsh-Healy Act,” and “Nondiscrimination in Employment,” Executive Order No. 11246 of September 24, 1964, and all code laws and regulations required to be incorporated in a contract of this character are hereby incorporated herein by reference. Compliance with the above shall include the adoption of all programs, making of all certifications and filing of all reports as required thereby. All terms required by any of the foregoing are hereby incorporated herein by reference. Design-Build Firm shall execute and deliver to Owner such documents as may be required to effect or evidence compliance.

(16) **Workforce/Employee Composition.** It is the policy of the Owner to assist in increasing the competitiveness and qualifications of Small, Minority and Women-Owned Businesses (“SMWB”) to afford greater opportunity for such groups to obtain and participate in Owner’s contracts. Design-Build Firm agrees to comply with its Good Faith Effort Plan (Exhibit 12). Design-Build Firm shall maintain records of all SMWB contracts and programs applicable to this Project, and shall submit vendor/subcontractor report form to the Owner when submitting any Applications for Payment to the Owner. Owner acknowledges that the DPOR and its subconsultants identified in Design-Build Firm’s Good Faith Effort Plan, are non-signatories to this Agreement, provided, however, Design-Build Firm shall remain responsible for requiring all its Subcontractors, including the DPOR and the DPOR’s subconsultants to submit monthly subcontractor payment information utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) system, as required by the RFP, which shall remain an ongoing obligation hereunder, and to comply with any other obligation of this Agreement that expressly requires compliance by any entity that is a party to an agreement with the Design-Build Firm that relates to such party’s performance of any of the Work and Services required for this Project.

(17) **Prevailing Wage Rate and Labor Standard Provisions.** Design-Build Firm acknowledges and understands that the provisions of Chapter 2258 of the Texas Government Code, and the “Wage and Labor Standard Provisions” amended in City of San Antonio Ordinance 2008-11-20-1045, expressly are made a part of this Agreement. In accordance therewith, Design-Build Firm warrants and
represents that it will comply with the Prevailing Wage Schedule (Exhibit 17). Design-Build Firm, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Design-Build Firm agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This provision shall be included in its entirety in all agreements with Design-Build Firm Personnel entered into by the Design-Build Firm or by any lower tier contractor or subcontractor employed on the Project. Design-Build Firm shall use Owner’s LCP Tracker software system, a web-based system to track certified payrolls for prime and subcontractors. Each of Design-Build Firm Personnel who are independent contractors shall submit certified payrolls and labor compliance documentation electronically utilizing the LCP Tracker web-based application as of the first Certified Payroll Report (“CPR”) and with every CPR thereafter. Each such independent contractor will be provided with a logon identification and password to access Owner’s LCP Tracker reporting system. Training on the use of the system will be coordinated by Owner through the use of the LCP Tracker telephone support and online webinars. Electronic submittals will require data entry of weekly payroll information; employee identification, labor classification, total hours worked and hours worked on the Project, wage and benefit rates paid, etc. This electronic submission requirement also applies to all such independent contractors. Additional information on the LCP Tracker Software can be found at www.lcptracker.com.

(18) Royalties and Licenses to Use Intellectual Property. Design-Build Firm shall ensure that Owner shall have a non-exclusive right to use all software used in the planning, design, construction, maintenance, operation and use of the Project at no additional cost to Owner. Design-Build Firm shall pay all royalties and license fees due in connection with the Services. Design-Build Firm warrants that neither the Services nor use of Design-Build Firm’s Work Product will infringe any patent or other proprietary right. Design-Build Firm shall provide to Owner the Design-Build Firm’s proprietary information, data or systems used for, and hereby grants to Owner a license to enable Owner to use the same in connection with, the delivery, operation, use and/or maintenance of the Project, which license is non-exclusive and perpetual. Design-Build Firm shall, through agreement with the developer of any proprietary software system used by Design-Build Firm for the performance of the Services and Work, transfer of a non-exclusive right to use such software to the Owner without any limitation of Owner’s right of use thereof at no additional cost to Owner.

(19) Independent Contractor Status of Design-Build Firm. In performing the Services, Design-Build Firm shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Owner.
(20) **Thorough and Careful Review of Construction Documents, Project Schedule and other Contract Documents.** Before starting each portion of the Work, and throughout the performance of the Work, the Design-Build Firm shall carefully study and compare the various Construction Documents and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall investigate and observe any conditions at the Worksite that may affect performance of the Work. Such review and comparison shall be managed for the accomplishment of the Work in a manner that it is in accordance with the requirements of the Contract Documents and the DCP. These obligations are for the purpose of assuring the completeness, suitability and accuracy of the Construction Documents; any errors, inconsistencies or omissions discovered by the Design-Build Firm shall be reported promptly to the Owner and Program Manager. The Design-Build Firm shall be liable to the Owner for the costs of correcting and any damages resulting from errors, inconsistencies or omissions in the Contract Documents that Design-Build Firm should have avoided, discovered and reported, in the exercise of the Standard of Care, for which the Design-Build Firm may make use of Design-Build Firm’s Contingency with Owner’s Approval in accordance with Section IX.1. Design-Build Firm shall ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered, or which, in the exercise of the Standard of Care, reasonably should have been discovered, by the Design-Build Firm, or which is made known to the Design-Build Firm shall be reported promptly to the Owner and Engineer. Following commencement of the Work, the Design-Build Firm and its Design-Build Firm Personnel, as appropriate, shall continue to evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

i. the location, condition, layout and nature of the Worksite and impact to the Worksite by surrounding areas;

ii. generally prevailing climatic conditions;

iii. anticipated labor supply and costs;

iv. availability and cost of materials, tools and equipment; and

v. other similar issues.

(21) **Title to Goods, Materials, Equipment and Work.** The Design-Build Firm warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. All Work specially fabricated for the Project shall be identified to this Contract as the property of Owner no later than the time of any payment made therefor, including any such Work constituting goods not yet delivered to the Worksite. The Design-Build Firm further warrants that upon submittal of its Application for Payment, all Work is and shall remain
free and clear of liens, Claims, security interests or encumbrances in favor of the Design-Build Firm and any Design-Build Firm Personnel, or other persons or entities who might otherwise have any Claim by reason of having provided labor, materials and equipment relating to the Work.

(22) **Authority to Enter into Agreements; Legal Establishment of Business Entities.** The Design-Build Firm, and all Design-Build Firm Personnel, with respect to their portions of the Services and the Work, are fully authorized to assume their contractual obligations to perform the same, and that each of them, with respect to its portion of the Services and the Work, is fully licensed, certified and authorized to perform the same as contemplated by the Contract Documents and any other Work performed on the Project, and will provide evidence of the same to Owner upon request. Neither the execution and delivery of this Agreement by Design-Build Firm nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, of any partnership agreement by which Design-Build Firm is bound, or any agreement, including a “Company Agreement” as defined under the applicable Texas Statutes, by which Design-Build Firm is bound, nor will it result in conflict with any order or decree of any court or governmental instrumentality relating to Design-Build Firm.

Each of the Design-Build Firm and the Design-Build Firm Personnel:

(a) if a corporation or limited liability company, is duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, having all necessary corporate power and having received all necessary corporate approvals required to execute and deliver their respective contracts (including this Agreement), and each of the individual signing such contracts (including this Agreement) has been duly authorized to act for and bind the entity for whom such signature is made; or

(b) if a joint venture, partnership, limited partnership, or limited liability partnership, has all necessary partnership power and has secured all necessary approvals to execute, deliver and perform all the obligations assumed under such contracts (including this Agreement) as such entity. The individual executing this Agreement on behalf of Design-Build Firm, and the individual executing any agreement with Design-Build Firm to assume any obligation under this Agreement, has been duly authorized to act for and bind its applicable principal(s), who shall be jointly and severally liable to SAWS for the performance of this Agreement.

(23) **Taxes and Federal Compliance.** Design-Build Firm, whether a corporation, partnership, or sole owner, is current on its property taxes. If commercial personal property is located in any jurisdiction in Texas, current renditions of
these properties have been filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the “Texas Property Tax Code,” and Design-Build Firm is current on all applicable ad valorem taxes owing to the appropriate jurisdiction. Design-Build Firm certifies it is not presently debarred, suspended for debarment, declared ineligible, or excluded from covered transactions by any Federal department or agency.

(24) **Worksite Conditions.** Design-Build Firm represents it has been provided unrestricted access to the existing improvements and conditions at the Worksites. To the extent Owner has furnished any information related to the Worksites, Design-Build Firm acknowledges and accepts that such information may not be accurate and that Design-Build Firm is not entitled to rely upon same to determine the Worksites’ conditions or the accuracy of any grades, elevations, dimensions, underground utilities (both public and private), or locations shown in such information. Design-Build Firm represents it has investigated all Worksite conditions and the general local conditions affecting the Work. The Design-Build Firm has relied and shall continue to rely solely upon its own investigation of the Worksites in preparing its Initial GMP proposal and Final GMP Proposal. Design-Build Firm shall not make or be entitled to claim any adjustment to the Project Schedule or the Initial or Final GMP arising from Worksite conditions actually encountered which differ from those anticipated. Design-Build Firm assumes full and complete responsibility for any conditions pertaining to the Work, the Worksites or their surroundings and all risks in connection therewith, notwithstanding anything in any of the Contract Documents or in any representations, statements or information made or furnished by Owner or its representatives.

IX. Design-Build Firm’s Compensation

A. **Initial Guaranteed Maximum Price.** The Initial Guaranteed Maximum Price for all Services and Work required under this Agreement, inclusive of the Design Services Fee and the Construction Services Fee, both as fixed below, is established in the amount of Seventeen Million Seven Hundred and Ten Thousand Nine Hundred and Twenty Seven and NO/100 Dollars ($17,710,927.00).

1. **Design Services Fee.** Design Services Fee is a fee that is fixed at the time of this Agreement, in the amount of Nine Hundred and Twenty Two Thousand Two hundred and Ninety Nine and NO/100 Dollars ($922,299.00). The Design Services Fee covers all administrative, supervisory, and management personnel costs, and all direct overhead, and other on-site and off-site costs and expenses to be incurred by the Design-Build Firm in the performance of Design Services, as identified on the Pricing Schedule (Exhibit 3).

2. **Construction Services Fee.** Construction Services Fee is a fee that is fixed at the time of this Agreement, in the amount of Two Million Three Hundred and Sixteen Thousand and Eighty Five and NO/100 Dollars ($2,316,085.00).
The Construction Services Fee covers all administrative, supervisory, and management personnel costs, and all direct overhead, and other on-site and off-site costs and expenses to be incurred by the Design-Build Firm, including the General Administrative Fee, in the performance of Construction Services, as identified on the Pricing Schedule (Exhibit 3). Any allowable general conditions costs associated with the performance of Construction Services shall be included only in the Construction Services Fee as shown on the Pricing Schedule (Exhibit 3), and not in the Cost of the Work.

B. Estimating the Final GMP during Design Phase. Prior to submitting its Final GMP Proposal, the Design-Build Firm shall review with Owner on an ongoing basis the Design-Build Firm’s submissions of updated Control Estimates of the Final GMP, showing changes to each of the following:

1. total pricing, with a breakdown of the allowable general conditions (as listed in Exhibit 3) and all items comprising the Cost of the Work for the Project, including all materials and labor, organized by trade, and including Approved Allowances and any taxes not avoidable by exemption;

2. total of all Fees earned and remaining to be earned for the performance of this Agreement; and

3. the amount of the Design-Build Firm’s Contingency for the Construction Phase, showing how it is allocated or distributed among the Cost of Work items.

All the foregoing shall be based upon the scope of the Services and Work, and the Project Schedule, and shall state the Design-Build Firm’s reasonable assumptions, qualifications, and other matters relevant to the establishment of the Final GMP, and the monetary amounts attributable thereto.

C. Design-Build Firm’s Fees Fixed in Initial GMP. The Design-Build Firm’s Fees are fixed and included in the Initial GMP, and cover and include all its costs and expenses to perform the Services and Work required by this Agreement, including without limitation those shown on the Pricing Schedule (Exhibit 3) and the following:

1. All Design and Construction Services;

2. Related Expenses;

3. Expenses to provide a fully equipped and functioning on-site office for Design-Build Firm’s use commencing no later than 30 Days from the issuance of an Owner’s Notice to Proceed with the Construction Phase. Such office shall include reasonable and fully equipped and functioning office space for use by Owner and Program Manager;

4. Expenses for all Home Office support, hardware, software, and licenses for the use thereof as required hereunder;
(5) Expenses for all equipment, computers, software, land line telephones, mobile phones, or other communication needs, all operating supplies and consumable, and other office facilities, including the cost of relocation thereof to the Sites for the duration of this Agreement;

(6) All costs related to administration of costs; and

(7) All costs of travel and subsistence in the performance of this Agreement; Design-Build Firm Personnel’s travel outside of San Antonio or their respective Home Office-bases in the performance of this Agreement shall require advance Approval and shall be in conformity to Owner’s published reimbursement policies.

D. Time for Submission of Design-Build Firm’s Final GMP Proposal. Upon completion of the Construction Documents Phase, or earlier if the Parties agree that the design of the Project is sufficiently developed to enable Design-Build Firm to do so, the Design-Build Firm shall submit its final Control Estimate. Once all required items are submitted in accordance with Section III.B(1)(e) and all such items are reviewed and Approved by the Owner and Program Manager, the Design-Build Firm shall, within 20 Days thereafter in accordance with Exhibit 11 (Contract Data Requirements List), submit the Design-Build Firm’s Final GMP Proposal to Owner, which shall be based on competitive bids received from Subcontractors for the Project and which shall not exceed the Initial GMP established by this Contract.

E. Time for Evaluation and Acceptance of Design-Build Firm’s Final GMP Proposal. Design-Build Firm shall state in the GMP Proposal any schedule constraints or assumptions that may be impacted with the passage of time pending Owner’s evaluation of and negotiations related to the GMP Proposal. Design-Build Firm’s GMP Proposal shall be provided to Owner such that Owner shall have at least 10 days of time for evaluation and negotiation of a Contract Amendment related to the GMP Proposal without impacting the scheduling constraints or assumptions stated in the GMP Proposal.

F. Negotiation of the Final GMP Proposal. The Final GMP Proposal shall include the same level of detail as the Design-Build Firm’s prior Control Estimates, and shall also include proposed dates for Owner’s Notices to Proceed with each Stage of the Project, the Scheduled Date of Substantial Completion, and the Scheduled Date of Final Completion, and any proposed adjustments to the Project Schedule to take into account reasonable periods of time for Owner Approvals of the Construction Documents and approvals of governmental authorities. The Design-Build Firm’s Final GMP Proposal shall be presented in accordance with the requirements of Exhibit 7 (Form of Final GMP Proposal), and shall include all Drawings, Specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other supporting documents relevant to the establishment of the Final GMP at the time of the Final GMP Proposal, which shall fully describe the Project. The Final GMP Proposal and its supporting documents shall be deemed complimentary and any ambiguity or conflict between or among them shall be resolved by the interpretation that provides Owner the higher quality. The Design-Build Firm’s Final GMP Proposal shall constitute an offer to complete the Project in
accordance with this Agreement for the Final GMP proposed therein; such offer shall not be withdrawn for ninety (90) Days following its submission to Owner for negotiation. If the Parties cannot agree on a Final GMP within such period, or agree in writing to extend such period, the Parties shall proceed to close out all current obligations between them and terminate the further performance of this Agreement. If the Parties agree upon a Final GMP for the Project, then the agreed Final GMP shall be confirmed by Contract Amendment to supersede the Initial GMP, and to become the GMP for the Project, subject only to Owner’s issuance of Notice to Proceed for commencement of the Construction Phase.

G. Design-Build Firm’s Final GMP to be Maximum Compensation. The Final GMP shall constitute the limit on the Owner’s obligation to pay for the Cost of the Work, Fees, and other costs and expenses to be incurred by Design-Build Firm in the performance of this Agreement. The Final GMP shall supersede the Initial GMP, to become the GMP for the Project. Any costs that exceed the Final GMP shall be borne solely by the Design-Build Firm without reimbursement or additional compensation by the Owner. Following establishment of the Final GMP, Design-Build Firm shall document and report monthly to Owner the value of all subcontracts, purchase orders and other cost commitments affecting the actual Cost of the Work for comparison to that shown in the Final GMP. Owner shall be provided reasonable opportunity to examine and give input into Design-Build Firm’s evaluation and selection of bids and proposals for subcontracting packages and purchase orders. All supporting documentation reflecting the amount of Fees earned shall be reviewed with the Owner and Program Manager on a quarterly basis.

H. Allowances for Certain Materials and/or Equipment. To the extent the Initial GMP includes Allowances to supply certain materials and/or equipment to be installed in the Project:

1. Allowances in the Initial GMP shall include the actual cost to Design-Build Firm of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, and all labor and other costs to ship, unload and handle at the Site, and install such items, including all overhead, profit and other expenses therefor. If the actual cost for such items will exceed the Allowance therefor, the Design-Build Firm shall suspend the order for such items until it has obtained Owner’s determination of whether to issue a Construction Change Directive to adjust the Final GMP for such increased cost. Unless otherwise Approved, there shall be no Allowances in the Final GMP other than the Allowance relating to Owner’s dispute resolution costs, pursuant to Section IX.k, below.

2. Design-Build Firm shall obtain Owner’s Approval of orders for materials and equipment to be procured under an Allowance within such time as is specified by Design-Build Firm in writing to be reasonably necessary to avoid delay in the Work and to control the Cost of the Work.

3. Only Approved amounts of Allowances shall be part of the Cost of the Work and the GMP for the Project. At Final Completion, a Contract Amendment
shall be used to adjust the Final GMP to include only the amounts of Allowances that Owner has Approved to be expended in the performance of this Agreement, and exclude any amounts thereof that were not so Approved.

1. **Design-Build Firm’s Contingency to be Included in Final Guaranteed Maximum Price.** The Design-Build Firm’s Contingency proposed for the Work shall be separately designated as such in the Final Guaranteed Maximum Price Proposal as a reasonable allowance for any costs not constituting significant and material changes in the scope of the applicable Work and related costs that could not, in the exercise of the Standard of Care, be anticipated to arise out of further design development and completion of the Construction Documents at the time of the Design-Build Firm’s submission of the Final Guaranteed Maximum Price Proposal. Owner’s approval of the use of the Design-Build Firm’s Contingency shall not be unreasonably withheld; provided, however, Owner is entitled to withhold its approval if such costs must be incurred because the Design-Build Firm has negligently failed to fulfill its obligations to Owner under this Agreement, in which case the Design-Build Firm shall bear such costs at its expense. Only the amounts of Design-Build Firm’s Contingency that are expended with Owner’s approval shall be charged to Owner as a Cost of the Work. At Final Completion, a Contract Amendment shall be used to adjust the Final GMP to include only the amounts of the Design-Build Firm’s Contingency of any Allowances that Owner has Approved to be expended in the performance of this Agreement, and exclude any amounts thereof that were not so Approved.

J. **Limitation on Final GMP.** Design-Build Firm acknowledges and understands that, while Owner’s Board has appropriated funding only up to the Initial GMP, to cover all of Owner’s payment obligations in connection with the Project, in no event shall the Owner have any payment obligations in excess of the Final GMP, which is expected to be less than and shall supersede the Initial GMP. Design-Build Firm’s entitlement to any payment in excess of the Initial GMP is subject to and contingent upon appropriation of additional sums by the Owner’s Board in accordance with Section XX.H.

K. **Dispute Resolution Costs of Owner.** Design-Build Firm shall include in the Initial and Final GMP an Allowance of $25,000.00 to be available for Design-Build Firm to issue payment to the Dispute Review Board Members and/or Mediator for Owner’s share of any reasonable and necessary dispute resolution costs upon Design-Build Firm’s receipt of Approval of the invoice of the Dispute Review Board Members and/or Mediator, as applicable. Design-Build Firm shall promptly issue payment of such invoices for Owner’s share of such dispute resolution costs to the Dispute Review Board Members and/or Mediator, as applicable, upon Approval. Payment of Owner’s share of any such Approved dispute resolution costs shall be considered a reimbursable cost to be invoiced to Owner and paid by Owner in accordance with the terms of this Agreement. For the avoidance of doubt, such allowance does not represent funding the Design-Build Firm may claim it is entitled to use to offset any cost for performance of any Services or Work if the allowance is not require or used, such allowance being set aside exclusively for the Owner’s use and benefit.
L. Taxes. Design-Build Firm acknowledges and agrees that Owner is a local government entity that qualifies for exemption from state and local sales tax. Owner will, upon request by the Design-Build Firm, furnish the Design-Build Firm with a tax exemption certificate, whereupon Design-Build Firm shall appropriately obtain and fully utilize such certificate, and shall not invoice or charge Owner for taxes avoidable by exemption. It is the Design-Build Firm’s responsibility to claim exemption from payment of applicable state and local sales taxes by complying with such procedures as may be prescribed by the Texas State Comptroller of Public Accounts. This Agreement separates the cost of materials and tangible equipment from skill, labor and other associated costs of construction. This is in accordance with the Texas Tax Code to allow tax exemption on the Contract price for materials. Certain construction equipment that is owned or rented by the Design-Build Firm and its Design-Build Firm Personnel may be subject to State and Local Sales Tax. The Design-Build Firm has not included in the Initial GMP, and will not include in the Final GMP or any modification thereto, any amount for sales, use or similar taxes for which Owner is exempt.

X. Safety of Persons and Property

A. Design-Build Firm shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to property.

(1) Such precautions shall protect:

(a) Design-Build Firm Personnel on or in the vicinity of the Worksite and all other persons who may be affected thereby;

(b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Design-Build Firm and the Design-Build Firm Personnel, and including any portion of the Work that may be occupied or used by Owner prior to Final Completion and transfer of the risk of loss to Owner; and

(c) Other property at the Worksite or adjacent thereto, such as trees, shrubs, lawns, walks, groundwater sources, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(2) Design-Build Firm shall give notices and comply with Applicable Laws bearing on safety of persons or property or their protection from damage, injury or loss.

(3) The Design-Build Firm shall, in accordance with Approved site plans and Applicable Laws pertaining to construction safety on the Worksite, erect and maintain reasonable safeguards for safety and protection, including posting of danger signs and other warnings or barriers to protect against, and to appropriately notify owners and users of adjacent sites and utilities of, safety hazards. The Design-Build Firm shall also be responsible for all measures necessary to protect any property adjacent to the Project and improvements
therein against loss or damage that may arise from the Design-Build Firm’s operations, the reasonable cost of which shall be included in the Cost of the Work. Any damage to such property or improvements shall be promptly repaired by the Design-Build Firm at its expense.

4. Use or storage of explosives or other hazardous materials or equipment or unusual methods that are necessary for execution of the Work shall require advance Approval, in which event the Design-Build Firm shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Design-Build Firm shall give the Owner and Program Manager reasonable advance notice of the presence or use of such materials, equipment, or methods.

5. The Design-Build Firm shall, in addition to any other of its obligations with respect thereto, promptly remedy any damage and loss to property caused in whole or in part by Design-Build Firm or Design-Build Firm Personnel, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

6. Design-Build Firm shall be responsible for institution and enforcement of appropriate safety measures for the prevention of accidents at the Worksite.

7. The Design-Build Firm shall not endanger the safety of the construction or the Worksite while conducting or permitting others to conduct loading or off-loading activities.

8. When all or a portion of the Work is suspended for any reason, the Design-Build Firm shall do all things necessary to protect the Project, the Owner’s premises and all persons from damage and injury.

9. The Design-Build Firm shall promptly report in writing to the Owner and Program Manager all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Program Manager. Design-Build Firm shall at its own expense cooperate with Owner’s request to consider the appropriateness of and establish as appropriate a joint defense agreement to enable the Parties to conduct joint investigation of such an accident.

10. Design-Build Firm may, by written subcontract, delegate primary safety responsibility to its Design-Build Firm Personnel; provided, however, such delegation shall in no way diminish Design-Build Firm’s responsibility for safety on the Project, the Design-Build Firm’s duty to immediately and at all times require its Design-Build Firm Personnel to comply with applicable safety requirements, the Design-Build Firm’s regulatory responsibility under the Occupational Safety and Health Act or the regulations promulgated to enforce the same, or Design-Build Firm’s obligations to indemnify, defend and hold the
Owner Indemnitees harmless from liability arising out the Work in accordance with Article XI.

(11) Design-Build Firm is responsible for reviewing all emergency management plans included in the Safety Policy prepared for the Project and for obtaining Approval prior to commencing any Work in any area that Design-Build Firm knows or should know to contain asbestos or other hazardous materials. Design-Build Firm agrees that it shall not transport to, use, generate, dispose of, or install at the Worksite any Hazardous Substance, except in accordance with applicable environmental laws. Further, in performing the Work, Design-Build Firm and Design-Build Firm Personnel shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable environmental laws. In the event Design-Build Firm wishes to conduct any inspection or testing at the Project, it shall ensure that Owner is properly notified and gives Approval thereof.

(12) Owner may, in its sole discretion, at any time, order in writing a temporary stand-down of Design-Build Firm’s performance of the Services (“Safety Stand-Down Order”) as a result of any one or more Safety Incidents, whereupon Design-Build Firm shall immediately direct all Design-Build Firm Personnel to stop all Services and Work and to require Design-Build Firm to conduct a comprehensive review of Design-Build Firm’s safety management plan and any Site conditions affecting safety at any Project Site, for the purpose of (i) identifying any safety hazards and unsafe working conditions, (ii) conducting safety training of the Design-Build Firm Personnel involved in performance of the Services who were or may have been exposed to harm in connection with such Safety Incident(s), and (iii) taking any corrective action that Design-Build Firm determines to be necessary and appropriate to fulfill its obligations in accordance with this Agreement. Upon receipt of Owner’s Safety Stand-Down Order, Design-Build Firm shall not resume performance of the Services and Work until it has issued to Owner a written report, which shall be due within forty-eight (48) hours of the receipt of Owner’s Safety Stand-Down Order, detailing the course of action that Design-Build Firm has taken, or plans to take, to resolve the Safety Incident(s) described therein, and to prevent the recurrence thereof. After reviewing such course of action with Owner, Design-Build Firm shall, in the exercise of the Design-Build Firm’s reasonable judgment, propose the date by which Design-Build Firm will complete all corrective action. Services and Work shall resume only upon Owner’s delivery of further written notice to Design-Build Firm withdrawing the Owner’s Safety Stand-Down Order, which notice of withdrawal shall not be issued until the Owner is reasonably satisfied that Design-Build Firm has sufficiently implemented all appropriate corrective action as necessary to enable Design-Build Firm to safely resume Services and Work, fulfill its contractual obligations set forth in this Agreement, and thereby avoid recurrence of the Safety Incident(s). Design-Build Firm shall not be entitled to an adjustment of the Design-Build Firm’s compensation, or the Project Schedule, as the result of
Owner’s issuance in good faith of a Safety Stand-Down Order. If Design-Build Firm fails to implement the corrective action in the manner proposed by Design-Build Firm and determined by Owner to be reasonably acceptable, such failure shall be deemed a material breach of this Agreement and Owner may, without further notice, terminate this Agreement for cause. In responding to any Safety Stand-Down Order, Design-Build Firm’s evaluation of the need for, and its plan of, corrective action shall be undertaken as an independent contractor, pursuant to this subsection, and nothing herein shall be construed or interpreted to mean that Owner has assumed or agreed to assume any duty of care to the Design-Build Firm Personnel, or to provide guidance or instruction as to the Design-Build Firm’s means and methods for managing safety as required by this Agreement. Any action taken by Owner hereunder to enforce Owner’s rights to require Design-Build Firm to fulfill its safety obligations under this Agreement shall be deemed to be undertaken solely for the purpose of fulfilling Owner’s contractual expectation of results in terms of delivery of the Projects without causing injury or harm to persons or property.

(13) In the event Design-Build Firm encounters on the Worksite any significant Worksite Finds or Hazardous Substances, or what Design-Build Firm may reasonably believe to be Hazardous Substances existing on, at or near the Worksite, or at risk of being introduced into the environment as a result of the performance of the Work, and the presence of which is contrary to Design-Build Firm’s site evaluation, Design-Build Firm shall immediately stop the Work in the area affected and report the condition to Owner and Program Manager in writing, and, if required by Applicable Law, to the appropriate governmental regulatory authorities. The Work in the affected area shall not thereafter be resumed except by written authorization of Owner and Program Manager if in fact Worksite Finds or Hazardous Substances have been encountered, the presence of which have not been resolved, managed or rendered harmless, as applicable. Design-Build Firm shall be responsible for the consequences of any failure to stop Work under this Section X.A(13).

(14) Design-Build Firm shall be responsible to resolve, manage, remediate and/or render harmless any Worksite Finds or Hazardous Substances, the presence of which it knew or should have known prior to execution of this Agreement, or any Contract Amendment establishing the Final Guaranteed Maximum Price, and shall not resume Work in any area affected by Worksite Finds or Hazardous Substances until such time as the same have been resolved, managed and/or remediated and/or rendered harmless, as applicable.

(15) It is the Design-Build Firm’s responsibility to comply with all requirements of this Agreement relating to any Worksite Finds or Hazardous Substances based on Applicable Law in effect at the time the Services and Work are rendered and to comply with any amendments to Applicable Law pertaining to such matters for all Services and Work rendered after the Effective Date.
XI. Indemnity, Insurance and Liability

A. General Indemnity. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN EFFECT AS OF THE EFFECTIVE DATE, DESIGN-BUILD FIRM AND ALL DESIGN-BUILD FIRM PERSONNEL SHALL FULLY DEFEND, INDEMNIFY AND SAVE HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, BOARD MEMBERS, EMPLOYEES AND AGENTS (HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS “OWNER INDEMNITEES”) FROM AND AGAINST ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, FOR INJURY TO OR DEATH OF ANY THIRD PARTY PERSONS (INCLUDING BUT NOT LIMITED TO THE DESIGN-BUILD FIRM PERSONNEL AND EMPLOYEES OF OWNER INDEMNITEES) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO THE DESIGN-BUILD FIRM PERSONNEL AND OWNER INDEMNITEES AND/OR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW), INCLUDING ALL COSTS OF DEFENSE, ATTORNEY’S FEES AND SETTLEMENTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH DESIGN-BUILD FIRM’S AND/OR ALL DESIGN-BUILD FIRM PERSONNEL’S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF ITS OBLIGATIONS HEREUNDER, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES AND WORK OR THE PERFORMANCE OR FAILURE TO PERFORM THE SERVICES AND WORK, INCLUDING ALL OF THE FOREGOING TO THE EXTENT CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE CONCURRENT, BUT NOT SOLE, NEGLIGENCE OF AN OWNER INDEMNITEE. THE OBLIGATIONS OF DESIGN-BUILD FIRM HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THE FOREGOING NOTWITHSTANDING, IT IS AGREED THAT, WITH RESPECT TO ANY STATUTORY RESTRICTIONS AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN, IT SHALL BE SUBJECT TO SUCH RESTRICTIONS, AND THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SHALL BE DEEMED TO BE AMENDED, TO THE MINIMUM EXTENT NECESSARY TO CONFORM THERewith, AND SHALL OTHERWISE CONTINUE IN FULL FORCE AND EFFECT.

B. Other Indemnity and Defense Obligations of Design-Build Firm Personnel. Design-Build Firm shall notify Owner and Program Manager immediately upon knowledge of circumstances indicating a Claim has arisen, or is likely to arise, out of Design-Build Firm’s operations related to the performance of this Agreement. In addition Design-Build Firm shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims due to or arising out of the duty of the Design-Build Firm,
hereby assumed, and the Design-Build Firm Personnel, who shall be required to the duty to their failure to:

(1) Observe, and to not infringe upon, misappropriate, or violate any trade secret, copyright, trademark, trade name, service mark, patent or other intellectual or intangible property right in connection with this Agreement. Design-Build Firm shall, at its sole cost and expense, defend the Owner Indemnitees against, hold them harmless from, and indemnify, pay and discharge them in all suits, actions and proceedings for any actual or alleged infringement caused or permitted by Design-Build Firm’s acts or omissions and shall pay and discharge any and all judgments or decrees which may be rendered therein against them or any of them arising from such infringement;

(2) Timely pay any Pending Third Party Claims for materials and equipment furnished and/or work and/or labor performed hereunder, or to prevent the imposition or attempted imposition or filing of any lien or encumbrance affecting the Project or other property associated therewith, failing in which Design-Build Firm shall also be liable for and pay promptly upon demand any cost Owner incurs to remove it;

(3) Obtain and pay for all permits, licenses and official inspections necessary to the performance of the Work, failing in which Design-Build Firm shall also be liable for and shall pay promptly to Owner upon written demand, all costs required to overcome such failure (in addition to any actual damages for resulting delay that may be assessed hereunder);

(4) Comply with all laws, ordinances and regulations bearing on the conduct of the Work, including any state or federal anti-discrimination law, or any anti-harassment policy (failing in which Design-Build Firm shall also be liable for and shall pay promptly to Owner upon written demand, all costs, including costs of any penalties, fines, levies, or sanctions, resulting from such failure); or

(5) Comply with any other provision or covenant of this Agreement.

C. Actual Damages of Owner. Design-Build Firm acknowledges, understands and agrees that the Owner will incur significant costs and damages if the Design-Build Firm fails to achieve Substantial Completion and Final Completion by the applicable dates established by Contract Amendment, including but not limited to the following types of damages in the event of Owner’s termination of Design-Build Firm for default:

Maintaining Owner’s personnel at another site;

Temporary relocation costs for displaced operations and personnel;

Increased costs related to additional permitting costs, temporary facilities, additional public relations costs, additional legal costs, extended costs for Owner’s staff, including
but not limited to personnel of Owner (including senior management) and the Program Manager and its subconsultants, financing and accounting personnel;

Extended or additional costs for Owner’s design team, consultants, engineers and inspectors;

Extended or additional costs for Owner’s facilities trailer, equipment rental, on-site computers, and related technology charges; and

Extended or additional vehicle, gasoline, and maintenance costs.

D. **Insurance.** Design-Build Firm shall provide insurance coverage in accordance with the Owner’s Requirements of Insurance (Exhibit 14). Design-Build Firm shall not commence Services under the Agreement until it has obtained all required insurance and until such insurance has been reviewed and Approved. Approval of such insurance shall not relieve nor decrease the liability of the Design-Build Firm hereunder. Prior to commencing any of the Services, Design-Build Firm shall provide evidence satisfactory to Owner that all insurance coverages for the limits and forms of coverage required under Owner’s Requirements of Insurance (Exhibit 14) are in full force and effect.

1. **Maintenance of Insurance.** Design-Build Firm shall not cause or allow any of its insurance to be cancelled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

2. **Right to Review Policies.** Owner reserves the right at any time to review the policies of insurance required hereunder, and all endorsements thereto. Owner may request reasonable adjustments to the insurance coverages and the limits of coverage on such policies when deemed necessary and prudent by the Owner, including endorsement for the deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation to be binding upon either of the Parties to such policies. If Owner determines that any policy of insurance required hereunder is deficient, Design-Build Firm shall reimburse Owner, or cause Owner to be reimbursed, for all costs Owner incurs, including fees of outside counsel, to evaluate and resolve such deficiencies, and Owner may withhold from payment due hereunder all such costs. Actual losses not covered by insurance as required by this Section XI.C shall be paid by the Design-Build Firm. The reasonable additional premium cost of any insurance requested by Owner to be borne by Design-Build Firm that is in addition to the coverages stated in the Insurance Requirements (Exhibit 14) shall be reimbursed by Owner.

3. **Pre-Condition to Commencement of Services.** The Design-Build Firm shall not knowingly, except by specific agreement or instruction of the Owner in writing, commence Services or Work prior to the date Design-Build Firm has fulfilled the Insurance Requirements (Exhibit 14).
E. Owner’s Right to Approve Counsel and Participate in Defense of Claims. Except to the extent that a pre-existing policy condition precludes Design-Build Firm’s right to approve legal counsel appointed by its insurer to defend a Claim against an Owner Indemnitee, the Design-Build Firm shall confer upon the Owner Indemnitee the right to approve such appointed counsel. If an Owner Indemnitee does not have the right to approve of such appointed legal counsel, the Owner Indemnitee shall have the right, at its sole cost and expense, to have independent legal counsel of its own choice participate with the appointed legal counsel in the defense of the Claim. In addition to the foregoing, an Owner Indemnitee shall have the right to assert against any third party any and all cross claims and counterclaims that an Owner Indemnitee has against the third party claimant, and to attend and participate in all conferences concerning the defense and or settlement of the Claim against the Owner Indemnitee through the Owner Indemnitee’s independent counsel and/or its own designated management representative; however, to the extent such participation is not otherwise required or requested by appointed counsel for the defense of the Claim, such participation shall be at Owner’s expense.

XII. Processing of Payments

A. Apportionment of Payments.

(1) Fees. Owner shall pay Design-Build Firm the Fees for performing Design Services and Construction Services as delineated in Section IX.A, the sum of which shall constitute a lump sum fee. Within each applicable monthly Application for Payment to Owner, Design-Build Firm shall specifically itemize and include appropriate documentation of the payment requested for Services.

(2) Payments for Construction. Within fourteen (14) Days after Owner approves the Final Guaranteed Maximum Price for the Project, the Design-Build Firm shall submit to the Program Manager for review and Approval an updated Schedule of Values fairly allocating payment of the Final Guaranteed Maximum Price, less amounts included in the Final Guaranteed Maximum Price for contingency.

(a) The Schedule of Values will be prepared in such form and supported by such data to substantiate its accuracy as is reasonably required by the Owner and Program Manager. The Schedule of Values shall not overvalue early Work activities. Once established, the Schedule of Values having been reviewed and Approved and in conformance with the Final GMP, shall not change throughout the completion of the Project.

(b) The Approved Schedule of Values shall not be considered evidence of market or other value, but shall also be used as the basis for reviewing the Design-Build Firm’s Applications for Payment.

(c) In determining the percentage of completion of the Work and Services, Design-Build Firm shall use the lesser of the percentage of the Work and Services actually completed for each classification on the Approved Schedule of Values, or the percentage of the Final Guaranteed Maximum
Price allocable to that item that has been actually incurred and demonstrated as a cost incurred by the Design-Build Firm, in either case not to exceed the line item value for such Work included in the Final Guaranteed Maximum Price. The Schedule of Values shall be maintained based on the Approved values therein for each Work and Service classification line item. The format, tracking method, and adjustment of the Schedule of Values shall be subject to Approval. If at any time, the amount shown on the Schedule of Values exceeds the Final Guaranteed Maximum Price the amount payable to Design-Build Firm by Owner shall exclude the amount of such excess. The total of all sums to become payable according to the Schedule of Values to perform the uncompleted and unpaid portion of the Work and Services (including applicable amounts of Fee) shall not exceed the unpaid balance of the Final Guaranteed Maximum Price (less retainage on Work previously completed) for the Project.

(3) **Retainage.** Retainage of 5% will be withheld on each Application for Payment until Final Completion has been achieved for the Work and Services or portion thereof and the Owner issues Final Payment to the Design-Build Firm. In addition, (i) Owner may withhold the value recommended by Program Manager for all Punch List Work, plus an additional amount necessary to protect Owner, in Owner’s sole discretion, against any loss or damage which may result from negligence by Design-Build Firm or failure of Design-Build Firm to perform Design-Build Firm’s obligation under this Agreement, and (ii) in no event shall retainage withheld by Owner at any given time be less than 5% of the value of the Work completed and materials stored to date but not yet installed, until Design-Build Firm has achieved Final Completion of the Project.

B. **Applications for Payment.**

(1) On or before the tenth (10) Day of each month during the performance of the Services and the Work, Design-Build Firm shall submit to Owner and Program Manager a monthly Progress Report and a complete and accurate Application for Payment for any Services and Work referenced in the Approved Schedule of Values that has been completed during the previous calendar month. Each Application for Payment shall have attached a sworn certification by Design-Build Firm that:

(a) the applicable activities have been achieved;

(b) the quality of all Services and Work for which payment is requested is in accordance with this Agreement;

(c) Design-Build Firm is entitled to payment of the amount invoiced less Retainage;
(d) title to all materials and equipment invoiced has passed or will pass to Owner in accordance with this Agreement;

(e) all Design-Build Firm Personnel have been paid in full or will be paid in accordance with the terms of their subcontracts, purchase orders or other agreements from the proceeds of the amount invoiced; and

(f) upon receipt of the amount invoiced, the Worksite will be free of liens for the Services and Work invoiced.

(2) Tasks for which payment is requested must be 100% complete or the task must be quantified into verifiable increments for partial payment to be due. Applications for Payment shall be prepared to include any modifications authorized by a Construction Change Directive under Section VII.K. Applications for Payment must reference any applicable Purchase Order Number. Each Application for Payment shall be submitted by the Design-Build Firm with the following supporting documentation:

(a) Summary of control milestones and items from Schedule of Values fully completed (100%) during the applicable payment period;

(b) Issues requiring resolution, including outstanding RFI’s, Construction Change Directives and 'ball-in-court' items;

(c) Two week look-ahead schedule;

(d) Earned Value analysis report;

(e) Any Design-Build Firm Personnel arrivals, departures, or substitutions;

(f) Safety report and project cumulative metrics (lost time, injuries);

(g) Quality control report (findings, corrective actions, metrics by MasterFormat division);

(h) Updated Project Schedule with status date matching pay request date and summary describing any logic changes, activity additions/deletions, or negative float at control milestones or potential impact to Scheduled Date of Substantial Completion; and

(i) Signed by authorized executive of the DB Firm, Partial or Final Claim Release, as applicable, by Design-Build Firm and all Design-Build Firm Personnel in the form required by Exhibit 18.

(3) Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the Design-Build Firm with procedures satisfactory to the Owner to establish the Owner’s title to such materials and Equipment or otherwise protect the Owner’s interest, and shall include applicable
insurance, storage and transportation to the Site for such materials and Equipment stored off the Site.

(4) The Design-Build Firm warrants that title to all Work covered by a payment will pass to the Owner no later than the time of payment. The Design-Build Firm further warrants that upon submittal of a payment, all Services and Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Build Firm’s knowledge, information and belief, be free and clear of liens, claims for payment of compensation, security interests or encumbrances in favor of the of the Design-Build Firm and Design-Build Firm Personnel, and other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Project. However, a Certificate for Payment or partial or entire use or occupancy of the Project by the Owner shall not constitute Owner’s acceptance of the Work.

C. Payment by Owner.

(1) Design-Build Firm’s monthly Applications for Payment shall be complete and accurate to be certified by the Program Manager or Architectural Representative. The Program Manager or Architectural Representative shall within (10) business days after receipt certify on the Application for Payment whether it has been determined to be properly due and payable under this Agreement, resulting in a certified Application for Payment. If the Program Manager, Architectural Representative and/or Owner believe payment should be withheld in whole or in part, the Design-Build Firm shall be so notified that it shall be required to correct and resubmit the corrected Application for Payment, upon which the Program Manager or Architectural Representative shall within (10) business days review and certify on the Application for Payment whether it has been determined to be properly due and payable under this Agreement.

(2) The issuance of a certified Application for Payment will not constitute a representation to Design-Build Firm that the Program Manager or Architectural Representative has:

(a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(b) reviewed construction means, methods, techniques, sequences or procedures;

(c) reviewed copies of requisitions received from Design-Build Firm Personnel and other data requested by the Owner to substantiate the Design-Build Firm’s right to payment; or
(d) made examination to ascertain how or for what purpose the Design-Build Firm has used money previously paid on account of the Cost of the Work and/or Design-Build Firm’s compensation.

The issuance of the certified Application for Payment shall only constitute a recommendation to the Owner in respect to the amount to be paid, which is not binding on the Owner if Owner knows of other reasons why payment should be withheld under this Agreement.

(3) Upon certification of the Application for Payment, the Program Manager or Architectural Representative shall forward to Owner the certified Application for Payment. Upon such certification, the Design-Build firm shall enter that data into the CIP-Aces, as a request for payment on a certified Application for Payment. Design-Build Firm expressly agrees that such Application for Payment shall be deemed submitted and received only upon Design-Build Firm’s entry thereof into CIP-Aces for processing of payment.

(4) Within thirty (30) Days after Owner’s receipt of the certified Application for Payment and the Design-Build Firm’s entering the pay request data into CIP-Aces, the Owner shall pay Design-Build Firm the amount set forth therein, less amounts withheld in accordance with this Agreement. Owner shall withhold an amount equal to five percent (5%) of the amount invoiced (“Retainage”) which shall be released as set forth in Section XII.A(3). Amounts shall be paid via electronic means (i.e., ACH or Federal Reserve Wire transfer of funds). The electronic payment shall be sent to Design-Build Firm’s account designated by Design-Build Firm in writing to Owner within the time stated above.

D. Decisions to Withhold Certification or Payment.

(1) The Owner and/or Program Manager may withhold issuance of a certified Application for Payment in whole or in part, or to withhold payment thereon, to the extent reasonably necessary to protect Owner, if in the Owner’s or Program Manager’s opinion, the representations to Owner in connection with the Design-Build Firm’s Application for Payment are not correct.

(2) The Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the request for Final Payment submitted by the Design-Build Firm:

(a) The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by the Owner. Upon completion of the Work or when no longer required, Design-Build Firm shall either credit the Owner for the fair market value (as approved by the Owner) for all surplus tools, construction equipment and materials retained by the Design-Build Firm or, at Owner’s option, use commercially reasonable efforts to sell the surplus tools, construction
equipment and materials for the highest available price and credit the proceeds to the Owner’s account.

(b) Discounts earned by the Design-Build Firm through advance or prompt payments funded by the Owner. The Design-Build Firm shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. The Design-Build Firm shall purchase materials for the Project in quantities that provide the most advantageous prices to the Owner.

(c) Rebates, discounts, or commissions obtained by the Design-Build Firm from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Design-Build Firm shall make provisions and take such actions so that they can be obtained.

(d) Deposits made by Owner and forfeited due to the fault of the Design-Build Firm.

(e) Balances remaining on any allowances, the Design-Build Firm’s Contingency, or any other identified contract savings.

(3) If the Program Manager or Architectural Representative are unable to certify payment in the amount shown on the Application for Payment, the Program Manager will notify the Design-Build Firm to revise the Application for Payment. If the Design-Build Firm and Program Manager or Architectural Representative cannot agree on a revised amount, the Owner will cause Program Manager or Architectural Representative to promptly issue a certified Application for Payment for that amount the Program Manager is able to certify to the Owner. The Program Manager may also withhold a certified Application for Payment because of subsequently discovered evidence, or Owner’s reports of dissatisfaction with the Work, which may nullify the whole or a part of a previously certified Application for Payment, to such extent as may be necessary in the Program Manager’s or Architectural Representative’s opinion to protect the Owner from loss for which the Design-Build Firm is responsible, including loss resulting from acts and omissions because of:

(a) Defective Work not remedied;

(b) Third Party Claims filed or reasonable evidence indicating probable filing of such Claims unless security acceptable to the Owner is provided by the Design-Build Firm;

(c) Failure of the Design-Build Firm to make payments properly to Design-Build Firm Personnel or for their labor, materials or equipment;
(d) Persistent and uncured Design-Build Firm non-compliance with the administrative provisions of the Contract Documents including, but not limited to, failure to electronically submit monthly subcontractor payment information utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) system;

(e) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Final Guaranteed Maximum Price;

(f) Damage to the Owner or to the Work of a Separate Contractor;

(g) Reasonable evidence that the Work will not be completed on time, or that the unpaid balance would not be adequate to cover actual damages and any Delay Liquidated Damages for an anticipated delay;

(h) Delay Liquidated Damages accrued pursuant to Article VII;

(i) Substantial failure to carry out the Work in accordance with the Contract Documents;

(j) Persistent and uncured Design-Build Firm non-compliance with the administrative provisions of the Contract Documents including, but not limited to, failure to obtain and properly maintain certified payrolls from Design-Build Firm Personnel, which shall be submitted bi-weekly in accordance with Section V III.A(17).

Any applicable Delay Liquidated Damages shall be deducted and offset from and against any amount otherwise due on a certified Application for Payment.

(4) When Owner agrees the above reasons for withholding payment are removed, the Application for Payment shall be resubmitted to the Program Manager, for re-certification within ten (10) Days after resubmission for amounts previously withheld due to such reasons.

(5) If the Owner is entitled to reimbursement or payment from the Design-Build Firm under or pursuant to the Contract Documents, such payment shall be made as soon as reasonably practicable, but in no event later than thirty (30) Days after written demand by the Owner. Sums not reimbursed or paid to Owner when due shall accrue interest at the maximum rate allowed by Applicable Law. Notwithstanding anything contained in this Agreement to the contrary, Owner shall have a right to offset such amount against payment otherwise due to the Design-Build Firm if Design-Build Firm fails to promptly make such payment to Owner or if Owner incurs any cost and expense to cure a default of the Design-Build Firm or to correct defective Work. In such event, the Owner will deduct an amount equal to that which the Owner is entitled to deduct from any payment then or thereafter due to Design-Build Firm.
E. Payments to Design-Build Firm Personnel.

(1) The Design-Build Firm shall, in accordance with Chapter 2251 of the Texas Government Code, upon receipt of payment from the Owner, promptly pay the payments to Design-Build Firm Personnel, in the amount to which they are entitled out of the amount paid to the Design-Build Firm on account of their Services and Work, reflecting any retainage withheld from Design-Build Firm on account of their portion of the Work. The Design-Build Firm shall require each of its Design-Build Firm Personnel to similarly make and record payments to their sub-subcontractors and suppliers.

(2) The Design-Build Firm shall report the actual payments to all Design-Build Firm Personnel and electronically submit monthly Design-Build Firm Personnel payment information utilizing the Owner’s Subcontractor Payment and Utilization Reporting (S.P.U.R.) system, beginning with the first payment for Services or Work under the Contract, and with every payment thereafter (for the duration of the Contract). Electronic submittal of monthly Design-Build Firm Personnel payment information will be accessed through a link on Owner’s “Business Center” web page. The Design-Build Firm and Design-Build Firm Personnel will be provided a unique log-in credential and password to access the Owner’s S.P.U.R. system. The link may also be accessed through the following internet address: [https://saws.smwbe.com/](https://saws.smwbe.com/). Training on the use of the system will be provided by Owner. After the Design-Build Firm receives payment from Owner, Design-Build Firm shall electronically enter the amount paid to each Design-Build Firm Personnel listed on the Design-Build Firm’s Good Faith Effort Plan (Exhibit 12). This information will be utilized for subcontractor participation tracking purposes, and any inexcusable failure by Design-Build Firm to comply with the committed SWMB levels may be considered a breach of this Agreement. Notwithstanding the foregoing, Owner is not obligated to monitor payments to Design-Build Firm Personnel, and nothing in this Section shall create any right on the part of Design-Build Firm or its Design-Build Firm Personnel against Owner, Program Manager, or the Architectural Representative.

(3) The Program Manager will, upon request, furnish to Design-Build Firm information regarding percentages of completion or amounts applied for by the Design-Build Firm on account of Work done by any of its Design-Build Firm Personnel.

(4) Neither Owner nor Program Manager shall have any obligation to pay or see to the payment of any money to any of Design-Build Firm Personnel.

(5) Certificates for Payment, progress payments, and partial or entire use or occupancy of the Project by Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

(6) Design-Build Firm shall not withhold or permit the withholding from any Design-Build Firm Personnel retainage of a greater percentage on their payments than the
percentage Owner is entitled to withhold as retainage from payments to the Design-Build Firm.

(7) Design-Build Firm shall thoroughly review and submit using LCP tracker, as described in Section VIII.A(17), the certified payrolls of each of the Design-Build Firm Personnel who is an independent contractor to confirm such Design-Build Firm Personnel’s payment records support its certifications related to payment of at least the General Prevailing Wages required by Exhibit 17.

XIII. Substantial Completion and Final Completion of the Work

A. Substantial Completion of the Work.

(1) The Services and Work with respect to the Project, including each Service Center and its applicable facilities (including any areas on a Site within the designated limits of construction), shall be considered to have achieved Substantial Completion when:

(a) all Project systems included therein are operational;

(b) all required governmental inspections and certification required therefore have been made and posted;

(c) any required initial instruction of Owner’s personnel in the operation of the systems has been completed;

(d) all the finishes required therefore are in place;

(e) Owner has received Commissioning Agent’s report that all exceptions have been resolved and all systems and equipment are in proper operating order;

(f) Design-Build Firm has provided Owner confirmation of the submission of all documentation necessary to obtain the Minimum Certification Level for the applicable facilities of the Project; and

(g) A Certificate of Substantial Completion for the Project, Service Center, or any of its related facilities, as applicable, has been certified and is fully executed by signed by the Owner, the DPOR, and also signed by the Program Manager or the Architectural Representative, confirming that the Substantial Completion thereof has been achieved.

(2) The only remaining Work to achieve Final Completion shall be Punch List Work only, so that the Owner may occupy the applicable portions of the Project, pending the completion of the Punch List Work by the Design-Build Firm, the completion of which shall not materially interfere with or hamper the Owner’s operations. As a further condition of Substantial Completion of the Work or designated portion thereof, the Design-Build Firm shall certify that all remaining
Punch List Work with respect thereto will be completed within the time required for Final Completion.

(3) When the Design-Build Firm considers that the Project, or a Service Center and its applicable facilities (including any areas of a Site within the designated limits of construction), is Substantially Complete, the DPOR shall prepare for Program Manager’s review and approval a comprehensive list of items to be completed or corrected as Punch List Work prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Build Firm to complete all Work in accordance with the Contract Documents.

(4) When the Work or designated portion thereof has achieved Substantial Completion, the Program Manager or Architectural Representative will prepare a Certificate of Substantial Completion as soon as reasonably practicable thereafter, establishing the date of Substantial Completion, as Approved by Owner, and the respective responsibilities of the Owner and Design-Build Firm for security, maintenance, heat, and utilities, transfer of the risk of loss and insurance, and stating the time within which the Design-Build Firm shall finish all items on the Punch List accompanying the Certificate. The Design-Build Firm shall keep all required insurance in full force at least until the Certificate of Final Completion is issued, or any later date as otherwise required by this Agreement or Construction Change Directive.

(5) The Work will not be considered suitable for tender as having achieved Substantial Completion until all mechanical, electrical, plumbing and other building systems included in the Work are operational as designed and scheduled, all designated or required inspections and certifications by governmental authorities have been made and posted, designated instruction of Owner’s personnel in the operation of systems has been completed, and all final finishes required by the Contract Documents are in place. In general, the only remaining Work shall be minor in nature, so that Owner’s partial use or occupancy thereof, and the Design-Build Firm’s completion of the remainder of the Work therein, would not materially interfere or hamper the Owner’s operations.

(6) Notwithstanding the foregoing, the Owner may refuse to make payment on any Certificate of Substantial Completion or any Application for Payment (including, without limitation, the final Application for Payment) for any default of the Design-Build Firm. The Owner shall not be deemed in default by reason of withholding payment or exercising its right to require correction of any defect or deficiency in the Services and Work as a condition of any acceptance of the Project, or a Service Center or any of its applicable facilities.

B. Partial Occupancy or Use.

(1) The Owner may, as hereinafter provided, occupy or use any completed or partially completed portion of the Project, or a Service Center or any of its related facilities (including any areas of a Site within the designated limits of
construction) at any stage when such portion is sufficiently complete to enable Owner to commence such occupancy or use, provided such occupancy or use is consented to by the Owner’s insurer as required under Section XIII.C(1) and Exhibit 14 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete. Any modification in the responsibilities of Owner and Design-Build Firm with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, or the period for correction and Final Completion of the Work required by the Contract Documents shall be established either by Contract Amendment or Owner’s Construction Change Directive.

(2) When the Project, a Service Center or any of its related facilities (including any areas of a Site within the designated limits of construction) are sufficiently complete, or considered to have achieved Substantial Completion, Owner or Design-Build Firm may notify Program Manager and/or Architectural Representative, as appropriate, to schedule a site visit to confirm whether Owner may commence to make partial use or occupancy thereof. The scheduling of such a site visit with respect to a Service Center or any of its related facilities shall be limited to the extent to which Owner desires to assume partial use or occupancy thereof prior to Substantial Completion of the entire Project. If, following completion of a site visit of a Service Center or any of its related facilities for partial use or occupancy, Substantial Completion thereof has been determined to have been achieved, a Certificate of Substantial Completion shall be processed in accordance with this Contract. Owner’s partial use or occupancy of a Service Center or any of its related facilities prior to Substantial Completion of the entire Project and issuance of Final Payment shall not be deemed an acceptance of the Services and Work as finally complete nor shall such occupancy create an independent obligation of Owner to make Final Payment. If Owner elects to make partial use of a Service Center or any of its related facilities prior to Substantial Completion of the rest of the Project, the two-year warranty period shall commence to run in accordance with Section XV.B, below.

(3) If, as a result of the inspection of any portion of the Project to determine whether Owner may commence partial use or occupancy thereof or that it has achieved Substantial Completion, the Program Manager and/or Architectural Representative identify any item, whether or not included on the list of Punch List Work, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Build Firm shall complete or correct such item and following correction Design-Build Firm shall submit such Work for another site visit by the Program Manager and/or Architectural Representative, as appropriate, to determine whether the Owner may commence partial use or occupancy thereof, whether same may have achieved Substantial Completion. Design-Build Firm shall, upon demand, pay or reimburse Owner the amount of any additional fees, and/or other damages that Owner incurs or
sustains by reason of Design-Build Firm’s failure to promptly correct and/or complete any items determined to be deficient by inspection to determine whether the Work has achieved Substantial Completion or Final Completion.

C. Final Completion of the Work.

(1) Upon receipt of written notice that the Project has achieved Final Completion and upon receipt of a final Application for Payment, the Program Manager and/or Architectural Representative, as appropriate, will promptly make a site visit and review the completeness of the Project. The Work shall be considered to have achieved Final Completion when the Owner and Program Manager find the Services and Work, including all Punch List items, to have been completed in accordance with the Contract Documents, all data deliverables made and accepted, and the Contract fully performed, and all close out procedures and requirements have been met, as described below. Owner has Approved the termination of coverage under the Builders’ Risk Insurance and the transfer of the risk of loss to the Project to Owner as described in Exhibit 14 Section 1.05, and as described in Exhibit 14 Section 1.05. Thereafter, the Program Manager or Architectural Representative will prepare Certificate of Final Completion stating that to the best of the Program Manager’s or Architectural Representative’s knowledge, information and belief, and on the basis of the Program Manager’s on-site visits, the Services and Work have been completed in accordance with terms and conditions of the Contract Documents and that the balance found to be due the Design-Build Firm is correctly stated on the final Application for Payment, and it is certified to be due and payable. Payment of the Design-Build Firm’s final Application for Payment shall occur within thirty (30) Days after the Certificate of Final Completion has been signed by the Owner, Program Manager, and Design-Build Firm, confirming that Design-Build Firm has achieved Final Completion of the Project as of such date and Design-Build Firm has entered the final pay request in CIP-Aces.

(2) The Design-Build Firm shall follow the Owner’s Approved process for Project close-out, which shall include the following:

(a) Inform Owner and Program Manager when Substantial Completion of the Project, or completion of Work for significant Project components has been achieved in relation to the schedule milestones established therefor;

(b) Arrange for final inspections or tests of the Work of service providers for the Projects, and receive, review and comment on all certificates of inspections, tests and approvals required by applicable Laws and Regulations or the applicable contracts for the Project;

(c) Participate with Owner and Program Manager in Substantial Completion inspections and preparation of consolidated Punch Lists” of items needed for Final Completion for the Project;
(d) Cooperate with the Program Manager and Owner’s commissioning agent to complete all commissioning activities, including submission of all commissioning reports, plans and other verification documents needed to facilitate Owner’s taking of possession of the Project or completed portions thereof.

(e) Complete all Punch List items and participate in Final Completion inspections

(f) Tender to Owner in writing Design-Build Firm’s confirmation of Final Completion of the Project.

(g) Conduct all required training of Owner management personnel responsible for operation and maintenance of the Project in accordance with the Approved training plan.

(h) Deliver all warranties and guarantees, and Project Manuals related to the Project and all equipment and products incorporated therein.

(i) Manage the warranty protocol included in Exhibit 19 throughout the warranty period to identify, enforce and promptly resolve all warranty claims in consultation with the Owner. If Design-Build Firm, within a seventy-two (72) hour period after its receipt of notice of a defect covered by warranty, fails to correct or commence to the reasonable satisfaction of Owner diligent action on site to correct the defect, the warranty period for such item shall be extended, day-for-day, for each day beyond of such period until Design-Build Firm has commenced such appropriate corrective efforts.

(j) Cause and facilitate the transfer of operation of the Project to Owner, including the acquisition and transfer of ownership of all Work Product, Record Documents, project documentation, and BIM models from Project Team members to Owner.

(k) Prepare and timely submit, and obtain certifications or approvals from all utilities operators and local, state, and federal authorities as required for Owner’s use and operation of the Project.

(l) Develop and submit any documentation required to certify the Project is asbestos-free.

(3) Neither final payment nor any remaining retained percentage shall become due until the Design-Build Firm submits to the Program Manager:

(a) a notarized affidavit in the form of affidavit included herewith as Exhibit 18.1 stating under oath that all subcontractors, vendors, and other persons or firms who have furnished or performed labor or furnished materials for
the Work have been fully paid or satisfactorily secured and that payrolls, bills for materials and equipment, and other indebtedness connected with the Services and Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, and all accrued Delay Liquidated Damages have been paid (whether by direct payment from the Design-Build Firm or by deduction and offset from and against any amount otherwise due on an Application for Payment);

(b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 Days’ prior written notice has been given to the Owner;

(c) a written statement that the Design-Build Firm knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

(d) consent of surety to final payment in a form acceptable to Owner, signed by the surety company who provided the Payment Bond for the Work, to the effect that such surety company consents to Final Payment to the Design-Build Firm; and

(e) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

(4) As a condition precedent to issuance of Final Payment, the Design-Build Firm shall simultaneously furnish to Owner and Program Manager:

(a) Design-Build Firm’s Application for Final Payment, resolving to the Owner’s reasonable satisfaction any charges determined by audit to be contrary to the provisions of this Agreement;

(b) Certificate of Final Completion signed by the Owner, Program Manager and Design-Build Firm, certifying that the Project is finally complete and that all Punch List Work has been satisfactorily performed;

(c) As-Builts produced by updating the BIM, accurately showing the Project as constructed in the format designated by the Owner. Such As-Builts shall be rendered so as to show all pre-existing conditions remaining as a part of the Project, and all modifications to existing conditions incorporated into the Project, and all new construction;

(d) Six (6) hard copy sets of As-Built Drawings and Specifications;
(e) Certified copies of reports of all tests performed by or for the Design-Build Firm and the Design-Build Firm Personnel, as applicable;

(f) All warranties, guarantees and bonds required by and in compliance with the Contract Documents shall remain in effect and shall be managed throughout the warranty period to identify, enforce and resolve all warranty claims in consultation with the Owner in accordance with the warranty protocol included in Exhibit 19;

(g) All operations and maintenance data and/or other data and “closeout” documents required under the Contract Documents or otherwise reasonably required by Owner;

(h) Design-Build Firm’s written confirmation that all operations and maintenance training has been completed;

(i) Other data establishing payment or satisfaction of obligations such as receipts, final releases and waivers of liens, claims, and security interests or encumbrances arising out of the Agreement, including final releases of Design-Build Firm Personnel, all of which shall be in the form set forth in Exhibit 18.3. Provided, however, Design-Build Firm may submit its final Application for Payment with provision for Pending Third Party Claims that Owner has previously approved to leave pending after issuance of Final Payment, which agreement shall include acceptable provisions for Owner Indemnitees to be fully defended, indemnified, and held harmless from such Pending Third Party Claims;

(j) The surety’s or sureties’ written consent with respect to the release of such final payment for purposes of the release of each Payment Bond and Performance Bond securing the obligations to perform the Services and Work related to the Project;

(k) Receipt of evidence of the submission of complete documentation necessary to be prepared and submitted by Design-Build Firm in order to enable Program Manager to confirm in writing to Owner that the applicable facilities of the Project are capable of achieving no less than the Minimum Certification Level;

(5) Acceptance of Final Payment by the Design-Build Firm shall constitute a waiver of Claims by Design-Build Firm except for any Pending Third Party Claims then pending in accordance with Section XIII.G.

(6) Suppliers, any subcontractors, and persons claiming to have performed any labor, or to have supplied any equipment and materials toward the performance of this Contract, and who claim not to have received proper compensation from Design-Build Firm or Design-Build Firm Personnel for same, shall be instructed by Design-Build Firm that written and documented claims must be sent directly to
Design-Build Firm and its surety in accordance with Chapter 2253, Texas Government Code. Upon written request by a claimant to Owner pursuant to Chapter 2253, Texas Government Code, a copy of the Design-Build Firm’s Payment Bond and Contract will be furnished to claimant. *The Owner shall further furnish a statement to claimants that claimants are cautioned that no legal or equitable lien exists on Owner’s funds yet unpaid to Design-Build Firm, and that reliance on notices sent only to the Owner may result in loss of claimant’s rights to timely perfect recovery against Design-Build Firm and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any unauthorized representation by any agent or employee of Owner to the contrary.*

D. Owner’s Right to Withhold Final Payment. Any provision hereof to the contrary notwithstanding, Owner shall, to the extent reasonably required to protect Owner, be entitled to withhold Final Payment if any one or more of the following conditions exists:

1. Design-Build Firm is in breach or default under this Agreement;

2. Any part of the Final payment is attributable to Services or Work not performed strictly in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof performed strictly in accordance with this Agreement; or

3. Release of the Final Payment would exceed the Final Guaranteed Maximum Price for the Project, which shall in no event be more than the Guaranteed Maximum Price for the Project.

E. Final Payment Subject to Final Accounting. In addition to the procedures contained in other provisions of this Agreement, Owner shall have no obligation to make Final Payment until Owner and Program Manager have received and verified the accuracy of the Design-Build Firm’s final accounting of the entire Cost of the Services and Work and all Fees as within the Guaranteed Maximum Price for the Project. Owner will complete the process of verifying the Design-Build Firm’s final accounting of the Cost of the Work and Fees within a reasonable time after the Design-Build Firm has submitted it to the Program Manager and Owner. The aggregate total of all payments to Design-Build Firm for all Services and Work under this Agreement, including all Fees, shall be limited to the Final GMP, which is expected to be less than, and shall in no event be more than, the Initial Guaranteed Maximum Price. Owner shall be entitled to recover any savings realized between the Final GMP and the buyout price for subcontracted work, provided however, that Design-Build Firm may, with the Owner’s consent (which consent will not be unreasonably withheld) use such savings to offset other buyout packages that exceed the amounts identified in the Initial GMP, so long as the excess is not due to fault or negligence of the Design-Build Firm, and the total Cost of the Work included in the Final GMP does not increase and does not cause the Final GMP to be exceeded. If any payments are made to Design-Build Firm that exceed the Final GMP, then Design-Build
F. Owner’s Right to Audit Design-Build Firm’s Books and Records. The Design-Build Firm shall keep full, auditable and detailed accounts and exercise such cost controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to Owner, provided Owner’s Approval shall not be unreasonably withheld if the same conform to generally approved accounting practices. Owner, Owner’s accountants, Owner’s agents, or its authorized representative shall be afforded reasonable access upon Owner’s request, at reasonable times, as determined by Owner, to all of Design-Build Firm’s records relating to the Project, and the Design-Build Firm shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law. In addition to the foregoing:

1. The Design-Build Firm’s records shall include: accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; Contract Amendment files (including documentation); general ledger entries detailing cash and trade discounts earned; insurance rebates and dividends; and any other supporting evidence necessary to substantiate charges related to this Agreement. All such records shall be opened to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of Design-Build Firm’s compliance with this Agreement.

   Those records which relate solely to the cost of items included in Design-Build Firm’s Fees that are fixed by this Agreement will not be subject to audit; provided, however, Design-Build Firm’s records necessary to evaluate and verify the Cost of the Services and Work and the allocations of Design-Build Firm’s Fees as they may apply to the Cost of the Work, shall be subject to audit;

2. Such audits may require inspection and copying from time-to-time and at reasonable times and places of any and all such information, materials and data as set forth above of every kind and character;

3. Owner’s agent or its authorized representative shall have reasonable access at reasonable times to the Design-Build Firm’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, may contact Design-Build Firm Personnel or other vendors related to the Project, shall have access to all necessary records, shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Section, and will be provided support from the Design-Build Firm’s staff as required. In the event that Design-Build Firm does not provide such access and/or all necessary records or support upon reasonable
notice to Design-Build Firm by Owner (at least 7 business days), Design-Build Firm shall be responsible for the reasonable actual cost of Owner’s fees and any associated expenses for any attempted audit which cannot be completed for such reasons;

(4) Owner shall, subject to the provisions of Section XIII.E, above, be entitled to recognize and recover 100% of any savings identified by cost review or audit at any time, before or after Final Payment; and

(5) If at the conclusion of any audit performed as set forth herein, the audit discloses overcharges by the Design-Build Firm to the Owner that are:

(a) proven; and

(b) in excess of one half percent (0.5%) of the total Cost of the Work;

then the reasonable actual cost of the Owner’s audit shall be reimbursed to the Owner by the Design-Build Firm within thirty (30) Days of submission. Any adjustments and/or records due to the overcharges shall be made within a reasonable amount of time (not to exceed 90 Days) from presentation of Owner’s findings to Design-Build Firm.

G. Acceptance of Final Payment Constitutes Release. Design-Build Firm’s or Design-Build Firm’s successors’ acceptance of Final Payment under this Agreement, shall constitute a full and complete release of Owner from any and all Claims whatsoever, which Design-Build Firm or Design-Build Firm’s successors or assigns have or may have against Owner under the provisions of this Agreement, except for any Pending Third Party Claims that Owner has Approved to leave pending pursuant to Section XIII.C(4)(i), above.

XIV. Uncovering and Correction of Work

A. Uncovering of Work.

(1) If a portion of the Work is covered contrary to the Program Manager’s request or the requirements specifically expressed in the Contract Documents, it must, if required in writing by the Program Manager, be uncovered for the Owner’s, Program Manager’s and/or Architectural Representative’s examination and be replaced at the Design-Build Firm’s expense without change in the Scheduled Date of Substantial Completion.

(2) If a portion of the Work has been covered which the Program Manager has been notified of, but not specifically requested, the opportunity to examine a portion of the Work prior to its being covered, the Program Manager may request to see such Work and it shall be uncovered by the Design-Build Firm. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall be at the Owner’s expense and shall be added to the Final GMP. If such
Work is not in accordance with the Contract Documents, correction shall be at the Design-Build Firm’s expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs. All nonconforming Work shall be retested after it has been corrected at the Design-Build Firm’s expense. Reasonable architectural or engineering services required to analyze and correct nonconforming Work shall be at the Design-Build Firm’s expense.

B. Correction of Work.

(1) **Before or After Substantial Completion.** The Design-Build Firm shall promptly correct Work rejected by the Program Manager for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections and architectural or engineering services made necessary thereby, shall be at the Design-Build Firm’s expense.

(2) **After Substantial Completion.**

(a) Pursuant to the Design-Build Firm’s warranty obligations under Article XV, if, within two (2) years after:

   (i) the date of Substantial Completion of the Project, or Substantial Completion of any Service Center (if Owner elects to occupy such Service Center or any of its related facilities), or

   (ii) the date of commencement of warranties established under Article XV,

for any special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of this Agreement the Design-Build Firm shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Build Firm Approval of such non-conforming condition. The Owner shall give such notice promptly after discovery of the nonconforming condition. If the Design-Build Firm fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Program Manager, the Owner may correct it in accordance with Article XV. The foregoing notwithstanding, nothing in this Agreement shall be construed as a waiver by Owner of its right to assert a claim for breach of contract with respect to any breach hereof, including any latent defect in Design-Build Firm’s Services and Work, if the same was not actually discovered by Owner in sufficient time to report the same to Design-Build Firm during the applicable warranty period.
(b) The two (2) year warranty period (or other applicable warranty period) shall be extended with respect to portions of Services and Work performed after the Scheduled Date of Substantial Completion by the period of time between Scheduled Date of Substantial Completion and the date that Substantial Completion is actually achieved with respect to such portions.

(c) The two (2) year warranty period (or other applicable warranty period) shall be extended for a like period from the date of correction to apply to any corrective warranty Services and Work performed by the Design-Build Firm, pursuant to Section XV.C.

(3) The Design-Build Firm shall remove from the Worksite portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Design-Build Firm nor Approved by the Owner.

(4) The Design-Build Firm shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or Separate Contractors caused by the Design-Build Firm’s alteration of such construction contrary to the requirements of the Contract Documents. Nonconforming construction of Owner or Separate Contractors shall be corrected by Design-Build Firm at its expense, if such nonconforming construction was the result of, Design-Build Firm’s failure to perform its obligations under this Agreement.

(5) Nothing contained in this Article shall be construed to establish a period of limitations with respect to any of Owner’s rights in connection with this Agreement. Nothing contained in this Article is intended to limit or modify any of Design-Build Firm’s obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

C. Acceptance of Nonconforming Work. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Design-Build Firm’s compensation will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made for such Work.

XV. Design-Build Firm’s Warranty Obligations

A. Design-Build Firm’s Warranty for Services and Work. Design-Build Firm warrants all Services rendered and Work performed hereunder shall be performed in accordance with Design-Build Firm’s Standard of Care, all Applicable Laws, and the requirements of this Agreement and any Contract Amendment or Construction Change Directive. Except as otherwise provided in Section XV.B, below, with respect to Owner’s partial use or occupancy of a Service Center or any of its related facilities prior to Substantial Completion of the rest of the Project, Design-Build Firm shall re-perform, at no cost to Owner, any Services and Work in accordance with this Agreement as required to correct any error, omission, defect or deficiency arising within a period of two (2) years (or such other longer warranty period as required by the Contract Documents), following Final
Completion of all Services and Work required hereunder to the extent any such error, omission, defect or deficiency arises as a result of Design-Build Firm’s failure to so perform the Services and Work as required hereunder. Owner shall have the right to reject any defective design Services or other defective Work on the Project of which Owner becomes aware and the Design-Build Firm shall promptly correct any such defect at the Design-Build Firm’s expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by the Design-Build Firm, the Design-Build Firm shall promptly correct any such damage or defect at no additional cost to the Owner. Should the Design-Build Firm refuse or neglect to correct any such damage or defect within a reasonable time after notice, Owner may cause the damage or defect to be corrected and withhold payment or collect monetary damages equal to the cost of replacing or repairing the defective Work.

B. Design-Build Firm’s Warranty and Warranty Period. The Design-Build Firm warrants to the Owner the Services and Work will be performed and completed in a good and workmanlike manner and in accordance with the Contract Documents. For a period of two (2) years from Substantial Completion (or such other longer warranty period of time as required by the Contract Documents, the Work, and all materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, and will be free from defects and will conform to the requirements of, and reasonably inferable from, the Contract Documents. If, pursuant to Section XIII.B, above, Owner elects or agrees to assume partial use or occupancy of a Service Center or any of its related facilities prior to Substantial Completion of the entire Project, the two-year warranty period shall commence to run with respect to the Service Center and all of its related facilities upon Substantial Completion thereof, and such warranty period shall run independently of the two-year warranty period with respect to the rest of the Project, and neither of such warranty periods shall be reduced or diminished by Owner’s partial use or occupancy. If Owner elects to issue to Design-Build Firm a Certificate of Final Completion and/or Final Payment for the Work prior to Design-Build Firm’s delivery of all of the documents required as a condition precedent to issuance of Final Payment under Section XIII.C(3) and (4), the issuance of either of the foregoing shall not relieve Design-Build Firm of its obligation or be deemed to waive its duty to deliver all such documents, which shall remain a continuing obligation and duty until fulfilled; furthermore, and notwithstanding the Design-Build Firm’s failure to have earlier delivered such documents, commencing on the expiration of thirty (30) days after issuance of the Certificate of Substantial Completion, the warranty periods established by this Agreement for the Work and for any item of equipment or component of the Work, shall be deemed to be extended day for day for each day following the issuance of the Certificate of Substantial Completion until such documents have been delivered to Owner.

C. Design-Build Firm’s Duty to Remedy Defects and Warranty of Repaired or Replaced Work. The Design-Build Firm shall, at the Owner’s reasonable election, either repair or replace any defects in any of the Design-Build Firm’s Work, Services or
related deliverables as soon as the Design-Build Firm becomes aware of such defects or is notified of such defects. Should the Design-Build Firm refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial warranty Work, then the Owner shall be entitled to make good such defective Work, Services or related deliverables at the Design-Build Firm’s expense. Design-Build Firm’s obligation hereunder is in addition to, and not in substitution of, any other remedy the Owner may have hereunder, or at law or in equity. Any warranty repair or replacement shall comply with the requirements of this Agreement and shall be verified by the Design-Build Firm’s performance of testing as Owner may require. All costs incidental to such repair, replacement, and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access to concealed areas, shall be borne by the Design-Build Firm. Design-Build Firm warrants such repaired or replaced Work against defective materials, and workmanship for a like period of warranty from the Owner’s acceptance thereof. Should Design-Build Firm fail to promptly make the necessary repair, replacement, and testing, Owner may perform or cause to be performed the same at Design-Build Firm’s expense. Design-Build Firm shall be liable for the satisfaction and full performance of the warranties required by the Contract Documents. The foregoing notwithstanding, if this Agreement has been terminated for any reason hereunder, Design-Build Firm shall remain liable to Owner for all reasonable costs Owner incurs to repair or replace defective Work discovered after termination, including reasonable fees and costs of SAWS’ staff, its attorneys and consultants to determine the nature of and to correct such defective Work, inclusive of all material and labor costs to remedy such defective work, which liability shall survive termination hereof for any reason and shall be a continuing obligation covered by the Performance Bond.

D. Design-Build Firm’s Ancillary Warranty Obligations. All warranties include all Services and Work, and shall be in writing signed by the Design-Build Firm and countersigned by the Design-Build Firm Personnel performing the same and/or the manufacturer thereof, as applicable, and delivered to Owner prior to final payment. All original Shop Drawings, warranties, and operation manuals as required by the Specifications shall be electronically included in the BIM model six (6) months prior to completion of the Work for all new construction, or as soon thereafter as is reasonably practicable. As of the time of Final Completion of the Work, the Design-Build Firm agrees to assign to Owner any and all Design-Build Firm Personnel’s and any manufacturers’ warranties relating to labor, equipment and materials installed in the Work. Design-Build Firm further agrees to perform the Work in such manner so as to preserve any and all such manufacturers’ warranties. In addition to the foregoing, the Design-Build Firm shall comply with all other warranties referred to in any other provision of the Contract Documents. Where more than one warranty obligation applies hereunder, the more stringent warranty obligation shall govern.

XVI. Design-Build Firm’s Bonds

A. Security Bond Required Pending Establishment of Final Guaranteed Maximum Price. Within ten (10) Days of the Effective Date of this Agreement, Design-Build Firm
shall provide a Security Bond (Exhibit 8.3) in the form of such Exhibit for an amount not less than the Initial GMP less the amount of the Design Services Fee, which amount is the construction budget for the Project that is specified in the DCP. The Security Bond shall meet the same requirements as set forth for Payment Bond and Performance Bond. Owner shall be entitled to retain the Security Bond, which shall remain in effect, until issuance of the Payment and Performance Bonds based upon the Final GMP, as provided in Section XVI.B, below. If the Security Bond is cancelled, Design-Build Firm shall replace the Security Bond, or provide other financial security under terms substantially the same as the Security Bond and otherwise acceptable to Owner, in Owner’s sole discretion, within thirty (30) Days of Owner’s receipt of the surety’s notice of cancellation, failing which, Design-Build Firm shall be deemed to be in default of its obligations hereunder and to have committed a material breach of this Agreement, and Owner may proceed in accordance with the provisions of Section XVII.A, and/or be entitled to enforce any other remedy or right the Owner may have hereunder in relation to a breach of this Agreement by Design-Build Firm.

B. Payment and Performance Bonds Required Upon Establishment of Final Guaranteed Maximum Price. Payment and Performance Bonds shall be delivered to Owner within ten (10) Days after execution of the Contract Amendment establishing the Final GMP for the Project and prior to the commencement of any Work. The Payment and Performance Bonds shall be in the form and amount required by Texas Government Code § 2269.311 and as further required herein, which Bonds shall be issued in the forms prescribed in Exhibit 8. Such Bonds shall be:

1. Issued with the Owner as the named obligee;

2. Executed by a corporate surety company authorized to do business in the State of Texas with such financial standing to have a rating from A.M. Best Company (or other equivalent rating company) equal to or better than “A–” and on the current list of sureties published by the United States Department of Treasury and shall have a Power of Attorney attached. If the A.M. Best Company rating for a surety issuing either of said bonds falls below “B+,” Design-Build Firm shall replace the original bonds with bonds from a surety meeting the requirements of this Section XVI.B;

3. Issued in compliance with Texas Government Code § 2269, et seq.;

4. Issued each with the penal sums equal to the portion of the Final Guaranteed Maximum Price that applies to the sum of the Cost of the Work and the Construction Services Fee, but excludes the Design Services Fee, for the Project;

5. Maintained for the benefit of the Owner;

6. Furnished before any Work in the performance of the Construction Services is commenced; and
(7) Bond premiums shall be included in and charged as part of the General Administrative Fee at no more than the best rate available to Design-Build Firm for a project of similar magnitude, but in any event not to exceed 2.5% of the penal sum for the bonds established below.

C. Performance Bond Requirements. Performance Bonds shall be provided for one hundred percent (100%) of the Final GMP established for the Project, less any amount contained in the Control Estimate for the Design Services Fee. Without limiting any other requirements or obligations of the surety, the Performance Bond shall cover Design-Build Firm’s warranty obligations for a period not to exceed two (2) years from the Scheduled Date of Substantial Completion set within the Contract Amendment establishing the Final Guaranteed Maximum Price for the Project. Owner shall have no obligation to pay or to reimburse to Design-Build Firm for performance bond premiums for the issuance of subcontractor default insurance or bonds of subcontractors for the performance of the Services and the Work, which shall not be charged as a Cost of the Work.

D. Payment Bond Requirements. Design-Build Firm’s Payment Bond shall be provided for one hundred percent (100%) of the value of the Final Guaranteed Maximum Price established for the Project. Owner shall have no obligation to pay or to reimburse to Design-Build Firm for any additional costs for subcontractor payment bond premiums, which shall not be charged as a Cost of the Work. Owner shall not be charged for payment bonds of Design-Build Firm’s subcontractors if required by Design-Build Firm.

E. Subcontractor Bond and Security Costs. If the Design-Build Firm chooses to purchase subcontractor default insurance, or to require bonds of its subcontractors, the Design-Build Firm shall pay for such insurance and bonds out of its Fees. Performance by a surety of any of the obligations of Design-Build Firm set forth in the Agreement shall not relieve Design-Build Firm of any of its obligations hereunder.

F. Additional Security. If Owner receives notice of a Pending Third Party Claim that the third party claimant has acquired by assignment the right to receive payment of the Design-Build Firm’s receivables as they become due and payable under this Agreement, Design-Build Firm agrees that, as a condition of its right to continue to perform under this Agreement, Design-Build Firm shall furnish to Owner as security for the performance of its obligations hereunder an irrevocable standby letter of credit in favor of Owner issued by a national bank in form reasonably acceptable to Owner, in an amount equal to the sum of the current unpaid balance of the Contract plus any amounts in excess thereof that may be owed to Owner as a result of Design-Build Firm’s delay, deficiency, or failure to perform its obligations hereunder.

XVII. Suspension and Termination

A. Right of Either Party to Terminate for Cause. This Agreement may be terminated for cause by either Party for material breach by the other Party to perform (through no fault of the terminating Party) in accordance with the terms of this Agreement.

(1) Design-Build Firm’s Default.
(a) Material breach by Design-Build Firm shall include, but is not limited to the following:

(i) Design-Build Firm has made, or allows to be made, any material misrepresentation with respect to the Agreement;

(ii) Design-Build Firm materially fails to timely perform any obligation or duty of Design-Build Firm under this Agreement;

(iii) Design-Build Firm materially fails to timely cure any default or breach in accordance with the terms of this Agreement;

(iv) Design-Build Firm assigns its rights and/or obligations under this Agreement without the prior written consent of the Owner;

(v) Design-Build Firm ceases to continue to do business as a going concern employing the personnel performing Services on the Project; or

(vi) Design-Build Firm violates any rule, regulation or law applicable to the Project and/or the Agreement and fails to timely correct such violations following receipt of notice by Owner.

(b) When any of the reasons described herein exist, Owner may, without prejudice to any other rights or remedies, and after giving Design-Build Firm the notice required hereunder, and Design-Build Firm’s failure to cure, terminate this Agreement in whole or in part and do any one or more of the following, at the sole discretion of the Owner:

(i) take possession of all Work Product, including all documents and materials related to the Project or this Agreement that is in the possession of the Design-Build Firm;

(ii) accept assignment of contracts relating to the Design-Build Firm’s Services on terms and conditions acceptable to Owner;

(iii) finish the Design-Build Firm’s Services and Work by whatever reasonable method Owner may deem expedient, in which event, upon written request of the Design-Build Firm, Owner will furnish the Design-Build Firm with an accounting of the costs incurred by Owner in finishing Design-Build Firm’s Services; or

(iv) recover from the Design-Build Firm, or deduct from any sums then owed to the Design-Build Firm, the losses, costs and damages incurred by Owner, directly or indirectly arising from Design-Build Firm’s default, including attorneys’ fees.
If Owner terminates this Agreement for cause as set forth above, any amounts due for Services and Work performed shall be subject to offset in satisfaction of all amounts and damages due Owner.

(2) **Owner’s Default.** Design-Build Firm may terminate this Agreement by written notice to Owner upon Owner’s failure to cure default as hereinafter provided, if:

(a) Owner fails to timely pay Design-Build Firm any sums due under the Agreement, which are not then the subject of a good faith dispute;

(b) the Owner fails to timely cure any noticed default or breach under this Agreement; or

(c) the Owner fails to timely perform any obligation or duty of the Owner under this Agreement, which is not then the subject of a good faith dispute between Owner and Design-Build Firm.

(3) **Notice and Opportunity to Cure Default.** The Party not in default of this Agreement shall send the defaulting Party written notice of the alleged default. The Party alleged to be in default shall have a period of fifteen (15) business days from the date notice is received to cure the default. If the default is not cured within the fifteen (15) business day period, then the other Party may thereafter terminate the Agreement by sending the defaulting Party notice of termination, which termination is effective upon sending of the notice.

B. **Right of Owner to Terminate for Convenience.** The Owner reserves the right to terminate this Agreement in whole or in part for the convenience of the Owner by issuing a signed, written notice of termination for convenience, which termination shall become effective on the twentieth (20th) Day following receipt of notice, or upon the scheduled completion date of the milestone, task, or phase or stage of the Project in which Design-Build Firm is then currently authorized to perform Services, whichever occurs first.

C. **Right of Owner to Suspend Services.** The Owner reserves the right to suspend Services under this Agreement in whole or in part at any time and from time-to-time for the convenience of the Owner by issuing a written notice of suspension (citing this paragraph), which notice outlines the reasons for the suspension and the then estimated duration of the suspension. The Owner’s estimated duration of the suspension shall in no way constitute a representation or guarantee of the total number of days of suspension. Such suspension shall take effect immediately upon the date specified in the notice and if no date is specified, then the date the notice of suspension is received by the Design-Build Firm. Upon receipt of a notice of suspension in excess of one hundred twenty (120) consecutive Days, the Design-Build Firm shall have the right as its sole and exclusive remedy, to terminate this Agreement by written notice to the Owner. Design-Build Firm may exercise this right to terminate any time after a suspension has continued for more than one hundred twenty (120) consecutive Days, but before the Owner gives Design-Build Firm written notice to resume the Services. Termination (under this
paragraph) by Design-Build Firm shall be effective immediately upon the Owner’s receipt of written notice from Design-Build Firm.

D. Legal Prohibition. If any state or federal law, rule or regulation is enacted, promulgated or interpreted to prohibit or preclude completion of the Project under normal expectations, then either Party may terminate this Agreement by giving the other Party not less than twenty (20) Days prior written notice of the effective date of termination. Design-Build Firm shall, to the extent permitted by Applicable Law, be paid for the portion of the Services completed through date of termination.

E. Procedures Design-Build Firm shall Follow upon Notice of Termination.

(1) Upon receipt of any notice of termination, unless the notice otherwise directs, Design-Build Firm shall immediately begin the phase out and the discontinuance of all Services and Work in connection with the performance of this Agreement and, unless otherwise directed by Owner, shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the Owner under this Agreement. Within thirty (30) Days after receipt of such notice of termination, the Design-Build Firm shall submit a statement showing in detail the Services and Work performed under this Agreement prior to the effective date of termination. The Owner shall have the option to grant a written extension to the time period for submittal of such statement.

(2) All completed or partially completed designs, plans, specifications and reproducibles prepared under this Agreement, as well as all other documents, property records, tests, charts, reports and other materials, or information pertaining to the Project and/or Design-Build Firm’s Services and Work hereunder, including the Design-Build Firm’s most current documents stored on the CPMS (the “Project Documents”), shall be delivered to the Owner without further cost or charge to the Owner. Further payment to the Design-Build Firm is conditioned upon delivery of all such documents to the Owner.

(3) Upon the above conditions being met and Application for Payment being Approved, the Owner shall pay the Design-Build Firm in the event of a termination for convenience within thirty (30) Days following receipt of certified Application for Payment. Payment shall be limited to the unpaid portion of the Contract Price certified by the Program Manager or Architectural Representative to be due for Services and Work actually performed in accordance with the terms and provisions this Agreement to the date of the termination for convenience. If the termination is by the Owner for cause, further payment may be offset as provided above, or withheld, in whole or in part, until the Owner has achieved Final Completion of the Project by other means, paid all costs to achieve Final Completion, provided Design-Build Firm written notice of such costs, and determined whether the total of all costs and damages to achieve Final Completion following the termination is less than the amount withheld from Design-Build Firm’s payments due on Design-Build Firm’s prior Approved Applications for Payment.
(4) Failure of the Design-Build Firm to comply with the above requirements in this Section XVII.E, shall constitute a waiver by the Design-Build Firm of any and all rights or claims to collect monies that Design-Build Firm may rightfully be entitled to for services performed under this Agreement.

F. Procedures Design-Build Firm shall Follow upon Notice of Suspension.

(1) Upon receipt of written notice of suspension the Design-Build Firm shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all Services and Work in connection with the performance of this Agreement and proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the Owner under this Agreement.

(2) Design-Build Firm shall prepare a statement showing in detail the Services and Work performed by Design-Build Firm under this Agreement prior to the effective date of suspension and deliver the same to Owner within thirty (30) Days after the date of the suspension.

(3) Copies of all completed or partially completed designs, plans, specifications, RFI’s, ASKs, submittals, O&M manuals, warranties, and reproducibles prepared under this Agreement, prior to the effective date of suspension, and all other Project Documents shall be prepared for delivery to the Owner but shall be retained by the Design-Build Firm until such time as Design-Build Firm or the Owner may exercise the right to terminate this Agreement.

(4) In the event that Design-Build Firm exercises the Design-Build Firm’s right to terminate this Agreement for cause or following a suspension, Design-Build Firm shall submit to the Owner an updated final statement showing in detail the Services and Work performed under this Agreement prior to the effective date of suspension.

(5) Upon the above conditions being met, and the final determination that Design-Build Firm has the right to terminate for cause or as a result of such suspension, which final determination, to the extent possible, will be made within sixty (60) Days following the effective date of termination, the Owner shall promptly pay the Design-Build Firm the unpaid proportion of the Contract Price for the Services and/or Work actually performed in accordance with the terms and provisions of this Agreement. Final payment shall be made within thirty (30) Days of delivery of all Project Documents, the delivery of which shall be a precondition to final payment.

G. Remedies. The Owner’s termination of this Agreement, whether for cause or otherwise, shall not be an election of remedies. In addition to any right of termination, the Owner shall be entitled to pursue and enforce any other right or remedy available by contract, law or at equity, including the right to pursue damages. No termination of this Agreement shall relieve or excuse Design-Build Firm or any of Design-Build Personnel of its obligations and liability for violations of this Agreement, or for any act or omission,
or negligence of Design-Build Firm with respect to the Services performed prior to the date of termination. The remedies of the Owner set forth in this Agreement shall not be restrictive but shall be cumulative and in addition to all other remedies of Owner hereunder and under applicable state laws, including all laws related to fraud or latent defects. Nothing herein shall restrict, limit or otherwise diminish in any way the liability of the Design-Build Firm for errors, omissions, defects or deficiencies under the statutory and common laws of the State of Texas. Notwithstanding anything in this Agreement to the contrary, Design-Build Firm shall not be entitled to lost or anticipated profits should the Owner choose to exercise its option to terminate this Agreement for cause or convenience.

H. Owner, as a public entity, has a duty to document the expenditure of public funds. Design-Build Firm acknowledges this duty on the part of the Owner. To this end, Design-Build Firm understands that failure of Design-Build Firm to substantially comply with the requirements of this Agreement for the preparation and submittal of statements and documents required by this Agreement shall constitute a waiver by the Design-Build Firm of any portion of its Fees applicable to the preparation and submittal thereof.

XVIII. Equal Employment Opportunity Requirements

A. The Design-Build Firm agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment; and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political beliefs or affiliation. Specifically, the Design-Build Firm agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small and Minority Business Advocacy Clause as contained in the City of San Antonio’s current Affirmative Action Plan on file in the City Clerk’s Office. In the event non-compliance occurs, the Design-Build Firm shall, upon written notification by the Owner, commence compliance procedures within thirty (30) Days.

B. Design-Build Firm confirms for itself and all Design-Build Firm Personnel that Design-Build Firm and each of the Design-Build Firm Personnel who is an employer has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that Design-Build Firm and each of such Design-Build Firm Personnel maintain no employee facilities segregated on the basis of race, color, national origin, sex, age, religion or handicap.

XIX. Dispute Resolution Procedures

A. Dispute Resolution Generally. The Design-Build Firm shall continue to timely and properly perform all Services and Work, and Owner will continue to pay for all Services and Work properly performed, in accordance with the requirements of this Agreement during the pendency of dispute resolution proceedings. The Parties agree that, except as provided in Section XIX.B, below, they shall attempt to resolve any dispute arising out of or related to this Agreement in accordance with the Dispute Resolution Procedures (Exhibit 20).
B. Exceptions to Dispute Resolution Procedures. The foregoing notwithstanding, the Dispute Resolution Procedures may be discontinued or disregarded by Owner at any time for the purposes of taking any action, including seeking immediate judicial relief, in order to pursue, enforce, enjoin or otherwise take action in regard to:

1. Liens filed or threatened against the Project or the Worksite;
2. Insurance claims for any loss or liability of Owner or an Owner Indemnitee;
3. Obligations to indemnify or defend an Owner Indemnitee against Pending Third Party Claims;
4. Warranty Claims;
5. Termination for default for failure to deliver documents required to be furnished to Owner hereunder;
6. Claims for fraud, trespass, conversion, intentional destruction of property or violation of trade secrets;
7. Claims for abandonment; and
8. Unsafe or illegal conduct of the Design-Build Firm or those for whom Design-Build Firm is responsible.

C. Prevailing Party. In any dispute arising under this Agreement, the following shall apply in the determination of which Party is the prevailing Party. If a Party claiming a right to payment of an amount is awarded all or substantially all of such disputed amount, then such claiming Party shall be the prevailing Party. If a Party defending against such claim is found to be not liable to pay all or substantially all of the disputed amounts claimed by the claiming Party, then the Party so defending against such claim shall be the prevailing Party. If both Parties prevail with respect to different claims by each of them, then the Party who prevails with respect to the substantially greater monetary sum shall be deemed the prevailing Party; otherwise, if both Parties prevail with respect to monetary sums on different claims, neither of which sums is substantially greater than the other, the tribunal having jurisdiction over the controversy, claims or actions shall in rendering the award determine in its discretion whether and to what extent either Party should be entitled to recover any portion of its attorney fees. The prevailing Party shall be entitled to recover reasonable attorney fees and costs to the extent provided in the Dispute Resolution Procedures (Exhibit 20.)

XX. Miscellaneous

A. Applicable Law. All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of the State of Texas, disregarding any conflict of law rules which may dictate the application of the laws of any other jurisdiction. Venue for any action or proceedings arising under or pertaining to this Agreement shall be in Bexar County, Texas.
B. Work Product. Design-Build Firm assigns, and shall cause Design-Build Firm Personnel to assign, to Owner without limitation the entire right, title and interest in and to the exclusive use or reuse of all Work Product, which shall be and remain the exclusive property of Owner; however, Design-Build Firm shall have no liability to Owner for Owner’s reuse of Work Product by others without the involvement of Design-Build Firm. Upon request of Owner, Design-Build Firm shall execute, assign to and assist Owner to pursue, apply for, obtain, register and enforce for Owner’s benefit all patents, copyrights, and other intellectual property rights, and all applications therefore, in and to the Work Product in any and all countries. Work Product shall be and remain Owner’s exclusive property, and shall not be used by Design-Build Firm or Design-Build Firm Personnel, except in connection with the Project or except as expressly provided further below, without the Owner’s prior written consent. If Design-Build Firm is selected to provide Design Services for a future project for the Owner based upon the Design Services developed by the Design-Build Firm for this Project, the Design-Build Firm agrees that it will only charge Owner Fees related to and reasonably necessary to modify its Work Product for the future development of the design criteria, scope of work, and or designs for the future project.

(1) The Owner acknowledges and agrees that Design-Build Firm shall, subject to the conditions in Subparagraph (2) below, have a right of co-ownership allowing Design-Build Firm to generally use, display or make reference to designated and identifiable design features or concepts included in the Work Product for the Project that Design-Build Firm has prepared and that are not specially unique to Owner’s Project, but rather are design features or concepts that are ordinary and customary, and generally used in the construction of industrial facility projects, and as to which disclosure will not reveal information or details that could in any way jeopardize security in the construction, operation and use of the Project, or reveal information that could compromise, diminish or impair the value of any aspect of Owner’s operations. Design-Build Firm shall not release or distribute to any third party copies of any design or design related information in digital form or other format that contain any references identifying the Owner and/or the Project without Owner’s full and express prior written consent, including but not limited to any Work Product used in marketing documents, press releases, brochures, websites, and all other documents or information sent to or accessed by third parties.

(2) The Design-Build Firm’s right of co-ownership in the Work Product described in Subparagraph (1) above shall, however, be subject to Design-Build Firm’s remaining in compliance with, and not defaulting in, its obligations to Owner under this Agreement. In addition, Design-Build Firm shall defend, indemnify and hold Owner Indemnified Parties harmless from and against all claims arising from use of such Work Product by Design-Build Firm, Design-Build Firm Personnel, or any third party to whom Design-Build Firm distributes the Work Product, for any purposes unrelated to this Project.
C. Authority to Execute Contract. Each Party represents to the other that it has the power and authority to enter into this Agreement, and that the person executing this Agreement on its behalf has to power to do so and to bind it to the terms of this Agreement.

D. Notices. Any notice, approval, or other communication or directive provided for or required of the Parties pursuant to this Agreement shall be in writing and shall be deemed to have been properly given and effective upon receipt, if such notice shall have been:

(1) delivered by hand; or

(2) mailed, postage prepaid, registered or certified, addressed to the following individuals, or any other person designated by either Party’s written notice to the other Party, each of whom shall be the Parties’ respective authorized agents:

To Owner and Program Manager, as follows:

Julie Valadez, RA, AIA
Project Manager
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

Steve Gatto
Senior Project Manager
APSI Construction Management, Inc.
12900 Elmington Drive
Cypress, Texas 77429

With a copy to:

Nancy Belinsky
Vice President and General Counsel
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

Genoveva G. Gomez
Vice-President, Engineering & Construction
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

To Design-Build Firm:

Teal Construction Company
Attn: Thad Miner
19915 FM 2252 – Suite 3
Garden Ridge, Texas 78266

thadminer@tealcon.com

With copies to:

Teal Construction Company
Attn:  Jason Hogue
       Roy Botard
       Patricia Parker
1335 Brittmoore Rd.
Houston, Texas 77043

jasonhogue@tealcon.com
roybotard@tealcon.com
triciaparker@tealcon.com

E. Third Party Beneficiaries. No provision of this Agreement shall confer or be construed to create any right or benefit in any third party, including any Design-Build Firm Personnel or any other entity which has assumed any of Design-Build Firm’s obligations hereunder, or in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. Design-Build Firm shall be solely responsible for all contractual obligations to the Design-Build Firm Personnel, and shall pay for the Services and Work of its Design-Build Firm Personnel in accordance with Applicable Laws. Design-Build Firm shall provide that the Owner, the San Antonio Water System, may, at its election, assume the status of a third party beneficiary to any contracts, subcontracts, consulting agreements, purchase orders and other agreements executed by Design-Build Firm in connection with this Agreement and/or the Project, which election may be exercised as to any such agreement by Owner’s issuance of written notice of such election to the other party or parties to such agreement.

F. Non-Waiver. Failure of Owner to insist upon strict performance of any of the terms and conditions hereof, or Owner’s failure or delay to exercise any rights or remedies provided herein or to properly notify Design-Build Firm in the event of breach, or the acceptance of or payment for any of the Services and Work hereunder, or approval of any design or work product, shall not release Design-Build Firm of any of Design-Build Firm’s warranties, responsibilities or other obligations under this Agreement and shall not be deemed a waiver of any right of Owner to insist upon strict performance hereof or any of its rights or remedies as to the Services and Work, regardless when performed or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by Owner operate as a waiver of any of the terms hereof. Design-Build Firm agrees that Owner does not waive sovereign immunity except to the extent required by the laws of Texas in effect as of the time of any claim or dispute hereunder.
G. **Severability.** Except as otherwise expressly provided in this Agreement, if any provision in this Agreement is held to be unenforceable, the remainder of this Agreement, shall continue in full force and effect and, to the maximum extent permitted by Applicable Law. This Agreement shall be interpreted so as to give the effect to the original written intent of the Parties. If any portion of a provision is held to be unenforceable, the remainder shall be reformed to provide Owner the greatest rights allowed by Applicable Law, and thereafter enforced to the maximum extent allowed by Applicable Law to give effect to the original written intent of the Parties.

H. **Non-Appropriation.** Design-Build Firm agrees that the Owner has projected costs for this Agreement and Owner expects to pay all obligations of this Agreement from projected revenues of the Owner. All obligations of the Owner are subject to annual appropriations by its Board. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that the Owner should fail to appropriate funds to pay any of Owner’s obligations under the terms of this Agreement, then the Owner’s obligations under this Agreement shall terminate, this Agreement shall be rendered null and void to the extent funds are not available, the Design-Build Firm’s sole option and remedy shall be to terminate this Agreement by written notice to Owner, and neither the Owner nor the Design-Build Firm shall have any further duties or obligations hereunder, except those which expressly survive. Owner agrees to use good faith efforts to provide written notice to Design-Build Firm when funds have been appropriated for expenditure under this Agreement, and if expected funds are requested and not appropriated, Owner agrees to use good faith efforts to provide written notice to the Design-Build Firm of the non-appropriation. Owner has obtained approval from its Board for funding for this Agreement, to the extent set forth in Owner’s Confirmation of Funding, attached hereto as Exhibit 21.

I. **Security Procedures.** Design-Build Firm shall comply with all security procedures set forth in Owner’s Security Procedures, attached hereto as Exhibit 22.

J. **Approval Not Release.** Approval by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Design-Build Firm, or the Design-Build Firm Personnel for the accuracy and competency of the Services, Work and Work Product; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in the Services, Work or Work Product or other documents prepared by Design-Build Firm, Design-Build Firm Personnel, or their employees, subcontractors, agents and consultants. Owner’s approval or acceptance of Design-Build Firm’s tasks and/or Services or Work will not release Design-Build Firm from any liability for such tasks and/or Services or Work because Owner is, at all times, relying upon Design-Build Firm’s skill and knowledge in performing the Services and Work.

K. **Entire Agreement and Amendments.** This Agreement has been the result of joint negotiation of the Parties, each of whom has experience in the evaluation and assumption of risks and liabilities of the nature provided for herein, and each of whom has been represented and advised by legal counsel. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and shall not be
This Agreement supersedes all prior or contemporaneous agreements and negotiations between them, and may not be modified orally or otherwise, other than by written instrument executed on behalf of each Party by its duly authorized representatives. Owner shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not expressly set forth herein and Design-Build Firm agrees it not acting in reliance on any such extraneous matters.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the day and year first written above.

Executed and Binding as of the Effective Date stated Above.

OWNER: San Antonio Water System

By: _________________________________
   Robert R. Puente,
   President and CEO

DESIGN-BUILD FIRM:

By: _________________________________
   Its: ____________________________
Exhibit 1

Design Criteria Package
EXHIBIT 1

DESIGN CRITERIA PACKAGE

The Design Criteria Package may be accessed at the following temporary link:

https://clients.projectmates.com/Projectmates/Core/DownloadFile.aspx?AccessType=ANONYMUSEMAILVIEW&userId=5924&anl=3187B756790C0F5E9DEAA8FB848A96BA48781290CF6091E6770E0B218E05300E&ForceDialog=1&download=1&SecureToken=7BBA34412CB5C46D771196FBDD9F01CE200F265C02C47F9ED030EE2D21E946AF&projectId=3121&Id=459800pdf,

after which a Projectmates license will be issued to permit further access the Design Criteria Package at the following link:

https://clients.projectmates.com/Projectmates/Core/login.aspx?AccessType=EMAILVIEW&ProjectId=3121&download=1&Id=459800
Exhibit 2

Building Information Modeling Protocols
EXHIBIT 2
BUILDING INFORMATION MODELING (BIM) PROTOCOLS

1. General Principles

1.1 This Exhibit does not effectuate or require a restructuring of contractual relationships or shifting of risks between or among the Project Participants, except as otherwise set forth in the Governing Contract and this Exhibit.

1.2 This Exhibit is not intended to create privity of contract among any Project Participants beyond that which otherwise exists at law or by the terms of the Governing Contract.

1.3 Each Party to the Governing Contract shall append or incorporate, and shall cause each Project Participant with which it is in privity to append or incorporate, this identical Exhibit in all contracts for which any other Project Participants are to perform obligations to be modeled. All such contracts shall contain flow-down provisions requiring that the provisions of this Exhibit be passed downstream to subconsultants and subcontractors, as applicable.

1.4 Nothing in this Exhibit shall relieve the Design Professional of Record (“DPOR”) from its obligation, nor diminish the role of the DPOR, as the person responsible for and in charge of the design of the Project.

1.5 Participation of the Design-Build Firm, or its subcontractors and suppliers in Contributions to a Model shall not constitute the performance of design services.

1.6 Unless otherwise agreed in the BIM Execution Plan, a Design Model is not intended to provide the level of detail needed in order to extract precise material or object quantities.

1.7 In the event of a conflict between the contents of a Design Model and any other Model, the Design Model shall take precedence.

1.8 If any Project Participant becomes aware of a discrepancy between a Model and either another Model or another Contract Document, such Project Participant shall promptly notify the other Party or Parties to that Project Participant’s Governing Contract and the Information Manager (IM).

1.9 Unless otherwise agreed in the BIM Execution Plan, the dimensional tolerances provided by the Contract Documents in the Governing Contract shall apply to dimensions in a Model.

1.10 In the event of an inconsistency between this Exhibit and the Governing Contract, the Governing Contract shall take precedence.
II. Definitions

2.1 Affiliated Contract means any contract relating to the Project to which an identical Exhibit is attached and in which that identical Exhibit is incorporated, other than the Governing Contract.

2.2 Construction Model means a Model that (a) consists of those aspects of the Project that are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Exhibit; (b) utilizes data imported from a Design Model or, if none, from a designer’s Construction Documents; and (c) contains the equivalent of shop drawings and other information useful for construction.

2.3 Contract Documents, as defined in the Governing Contract, is modified to include all Design Models, unless otherwise specified in the BIM Execution Plan.

2.4 Contribution means the expression, design, data or information that a Project Participant (a) creates or prepares, and (b) incorporates, distributes, transmits, communicates or otherwise shares with other Project Participant(s) for use in or in connection with a Model for the Project.

2.5 Contributor means a Project Participant who makes a Contribution.

2.6 Design Model means a Model of those aspects of the Project that (a) are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Exhibit and (b) have reached the state of completion that would customarily be expressed by an architect/engineer in two-dimensional Construction Documents. This shall not include Models such as analytical evaluations, preliminary designs, studies, or renderings. A Model prepared by an architect/engineer that has not reached the stage of completion specified in this definition is referred to as a Model.

2.7 Drawings means (a) those two-dimensional plans, sketches or other drawings that are Contract Documents under the Governing Contract and are created separately from, and are not derived from, a Model and (b) those two-dimensional projections derived from a Model supplemented with independent graphics and annotations specified by the Parties to be Contract Documents.

2.8 Federated Model means a Model consisting of linked but distinct component Models, drawings derived from the Models, texts, and other data sources that do not lose their identity or integrity by being so linked, so that a change to one component Model in a Federated Model does not create a change in another component Model in the Federated Model.

2.9 Full Design Model means a Model consisting of coordinated structural, architectural, MEP and other Design Models designated in the BIM Execution Plan to be produced by the design team.
2.10 **Governing Contract** means the agreement to which this Exhibit is attached and in which it is incorporated, but excludes an Affiliated Contract.

2.11 **Information Management** means measures that protect and defend information and information systems with respect to their availability, integrity, authentication, confidentiality, and nonrepudiation. These measures include providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

2.12 **Information Manager** or IM means one or more individuals responsible for the BIM’s Information Management program.

2.13 **MEP** means mechanical, electrical and plumbing.

2.14 **Model** means a three-dimensional representation in electronic format of building elements representing solid objects with true-to-scale spatial relationships and dimensions. A Model may include additional information or data.

2.15 **Project Model** means a Model consisting of the federation of a Full Design Model and one or more Construction Models designated in the BIM Execution Plan, or the Governing Contract, to be produced by Project Participants.

2.16 **Project Participant** shall be, and Project Participants shall include, each Party to the Governing Contract and each Party to an Affiliated Contract.

III. **Information Management**

3.1 The DPOR shall serve as the IM as part of the Design-Build Firm’s Basic Services. The Owner and Program Manager may, in their sole discretion, replace the IM.

3.2 The role and responsibility of the IM with respect to a Federated Model of the Project, including the Project Model, shall be to perform or procure from a third party acceptable to the Owner the following functions:

3.2.1 Create, delete, modify and maintain user accounts;

3.2.2 Assign, delete and modify access rights to users;

3.2.3 Apply access controls to users so that only authorized users of the Model can access only the data they are authorized to access;

3.2.4 If appropriate, establish and maintain encryption-at-rest measures and encryption-during-transmissions measures;

3.2.5 Record, at a minimum, the following information about each data entry by Model users in the Federated Model (including downloading of Models to the Federated Model):

(a) User name;
(b) User role;
(c) Contact information;
(d) Date/time entered
(e) Any additional information required to be recorded for each data entry as set forth in the BIM Execution Plan;

3.2.6 Backup and restore data;

3.2.7 Routinely run information system scans to maintain Model security;

3.2.8 Maintain and monitor information system logs so that only authorized users are accessing the Model and to ensure that there are no functional problems associated with the Model;

3.2.9 Install patches to close documented vulnerabilities in the Model;

3.2.10 Document and report any incident relating to the Model (including but not limited to an incident originating outside the Model that results in the Model being the victim of an attack) and take action to protect the Model;

3.2.11 Transfer unconditionally to a successor IM, at such times as directed by the Owner, all tangible and intangible property and information that came into its possession, custody or control in its capacity as IM;

3.2.12 Provide authorized users with access instructions and system requirements;

3.2.13 Respond to requests by authorized users for assistance in maintaining access; and

3.2.14 Perform any and all other responsibilities or functions as required of the IM in the BIM Execution Plan.

IV. BIM Execution Plan

4.1 As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and Design-Build Firm, the Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. When agreed upon, the BIM Execution Plan and any modifications shall become an amendment to this Exhibit.

4.2 Unless otherwise agreed, the IM shall schedule and chair all such meetings.

4.3 The BIM Execution Plan shall address the following elements, but may include additional elements:

4.3.1 Contact information for each Project Participant
4.3.2 Identification of what Models are to be created, the purpose(s) each Model is intended to serve, and which Project Participant(s) is (are) responsible for creating each Model;

4.3.3 A definition of what Design Model or Models, if any, shall not constitute Contract Documents;

4.3.4 The spatial portions or areas of the Project to be modeled in each Model and the spatial portions or areas of the Project not to be modeled;

4.3.5 The expected content of each Model and the required level of detail at various Project milestones, which content includes:

   a. geometric and spatial data;
   b. object property data;
   c. object constitution data;
   d. provision for object parameters or place holders for cost and schedule data; or
   e. authoritative source information;

4.3.6 A schedule for initial delivery of each Model to the IM;

4.3.7 A schedule for updating of each Model and preservation of versions of each Model and its constituent Models;

4.3.8 A definition of what Model or Models shall constitute part of the record documents for the Project;

4.3.9 Procedures and protocols for submission, for approval of Models including electronic stamping for designating a Model as a Design Model, and for notification of action on a request for approval;

4.3.10 Procedures and protocols for designating two-dimensional projections derived from a Model as Contract Documents;

4.3.11 Establishment of a common coordinate system;

4.3.12 Establishment of conventions as to units;

4.3.13 Conventions for defining critical dimensions and critical Model content;

4.3.14 File format to be used;
4.3.15 File-naming and object-naming conventions to be used;

4.3.16 File structure to be used;

4.3.17 Software to be utilized;

4.3.18 Measures needed to achieve interoperability of applications;

4.3.19 Two-dimensional reference Drawings;

4.3.20 Utilization of BIM for the RFI process, response protocol and timing, incorporation of responses into any Model;

4.3.21 Utilization of BIM for the Change Order process, response protocol and timing, incorporation of responses into any Model;

4.3.22 A schedule for BIM development, coordination and clash detection meetings among the Project Participants;

4.3.23 Engagement of the IM in these processes;

4.3.24 Utilization of a Project BIM website;

4.3.25 Procedures and protocols for confirmation of field changes through an as-built Project Model; and

4.3.26 Specification of Project close-out and final deliverables.

V. Risk Allocation

5.1 Each Party shall be responsible for any Contribution that it makes to a Model or that arises from that Party's access to that Model, and shall fully defend, indemnify and save harmless the Owner and its affiliates for all damages or claims that arise out of or are connected in any way to that Party's Contribution or access to a Model in accordance with the indemnification provisions of the Governing Contract. Such responsibility includes any Contribution or access to a Model by a Project Participant in privity with that Party and of a lower tier than that Party.

5.2 Contributor's Dimensional Accuracy Representation. Contributors make no representation with respect to the dimensional accuracy of the Contributor's Contribution to a Model. A Model can be used for reference only and all dimensions must be retrieved from the Drawings;

5.3 With respect to the issue of a waiver of consequential damages:

(a) The Governing Contract shall govern the issue of any waiver of consequential damages arising from a Contribution; and
(b) Each Party waives claims against the other Parties to the Governing Contract for consequential damages arising out of or relating to the use of or access to a Model, including but not limited to damages for loss of use of the Project, rental expenses, loss of income or profit, costs of financing, loss of business, principal office overhead and expenses, loss of reputation or insolvency.

5.4 To the extent that any or all Design Models are included as Contract Documents, Project Participants may rely upon the accuracy of information in those Design Models.

5.5 The standard of care applicable to each Party regarding that Party’s Contributions to or use of a Model shall be in accordance with that Party’s Governing Contract.

5.6 Each Party shall use its best efforts to minimize the risk of claims and liability arising from the use of or access to its Model or the Project Model. Such efforts shall include promptly reporting to the relevant Project Participants any errors, inconsistencies, or omissions it discovers in its Model or the Project Model; however, nothing in this paragraph shall relieve any Party of liability it would otherwise bear under Section 5.1.

5.7 No Party involved in creating a Model shall be responsible for costs, expenses, liabilities, or damages which may result from use of its Model beyond the uses set forth in this Exhibit.

5.8 Design-Build Firm shall procure and maintain insurance acceptable to Owner to cover the risk of loss to electronic data, with minimum limits no less than those required by Owner, which insurance must cover all of the Design-Build Firm’s and Design-Build Firm Personnel’s Contributions or intended Contributions. Such insurance must, at a minimum, provide coverage for electronic vandalism to electronic data, including coverage for willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations. Design-Build Firm shall include this requirement in its contract with any other Project Participant and provide Owner with the coverage forms demonstrating compliance with this paragraph.

5.9 A defect in the software used in the creation, modification, federation or other use of a Model, including the Project Model, may, at the Owner’s discretion, entitle a Party to a time extension or other excuse from performance, but only to the extent that the Party could not have avoided any delay or loss by the exercise of reasonable care. In addition, a Party has the duty to mitigate any such delay or loss.

VI. Intellectual Property Rights in Models

6.1 Each Party represents and warrants to the Owner that, at the time the Governing Contract was executed, the Party was the owner of all copyrights in all of that Party’s Contributions. Subject to waiver of subrogation clauses, if any, contained in the Governing Contract, each Party agrees to indemnify and hold the Owner harmless for claims of third parties arising
out of, or relating to, claims or demands relating to infringement or alleged infringement of expression contained in that Party’s Contribution as set forth in the Governing Contract.

6.2 Each Project Participant, including the Party to the Governing Contract, assign to the Owner without limitation the entire right, title and interest in and to the exclusive use or reuse of all of that Project Participant’s Contributions in a Model, Design Model, Project Model, Federated Model, and the Full Design Model, which all aforementioned models shall be and remain the exclusive property of Owner as set forth in the Governing Contract.

6.3 Subject to the Governing Contract and the provisions of Section 6.1, the Owner grants to the other Party or Parties to the Governing Contract (a) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use that Party’s contribution for purposes of this Project only; (b) a limited, non-exclusive sublicense to reproduce, distribute, display, or otherwise use, for purposes of this Project only, the Contributions of the other Project Participants; and (c) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use any Model containing such Contributions, or any other Model with which the Model containing such Contributions is federated or otherwise related, in each case for the sole purpose of carrying out the Project Participants’ respective duties and obligations relating to this Project. This limited license shall include any archival purposes permitted hereunder or in the Governing Contract, but does not allow the licensee to reproduce, distribute, display, or otherwise reuse all or part of that Party’s Contributions or any other Party’s Contributions except as permitted herein or in the Governing Contract.

6.4 Unless otherwise limited herein or by express license-limiting terms in the Governing Contract, the non-exclusive license granted in this BIM Exhibit shall remain in effect as permitted by law. In addition, after final completion of the Project, the non-exclusive license shall be solely limited to keeping an archival copy of the Project-related Contributions.

6.5 Each Party in privity with the Owner shall require all other parties with whom that Party is in privity, that may be a Contributor to any model, to agree to all provisions of Section VI.
Exhibit 3

Design-Build Firm’s Pricing Schedule
## Design Services Fee

<table>
<thead>
<tr>
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<th>Item Description</th>
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<td>NWOC Final GMP and Project Schedule</td>
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## Construction Services Fee - ESOC

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Exhibit 3 - Design Build Firm's Pricing Schedule
Design-Build Services Agreement (Contract No. PS-00036-01)
<table>
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**01 02 20 Site Conditions**

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<td>Temporary Power hookup &amp; meters</td>
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<td>Temporary Heating &amp; Cooling</td>
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### Exhibit 3
Design-Build Firm’s Pricing Schedule

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<tr>
<th>Numbers</th>
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<th>Cost</th>
<th>Subtotals</th>
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**End List of Allowable General Conditions**

**SUBTOTAL List of Allowable General Conditions**

**SUBTOTAL Construction Services Fee: Fixed Price and Contingency**

**TOTAL Construction Services Fee**

**Cost of the Work - ESOC**

**Subtotals**
### Exhibit 3
Design-Build Firm's Pricing Schedule

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Title</th>
<th>Quantity</th>
<th>UOM</th>
<th>Cost</th>
<th>Subtotals</th>
</tr>
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<tbody>
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### ESOC SAWs Training Renovation

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<th>Subtotals</th>
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<tbody>
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### ESOC SAWs Supply Building

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### ESOC Supporting Facilities

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### Design-Build Firm's Contingency - ESOC

- $606,077

### TOTAL Cost of the Work: Fixed Price and Contingency - ESOC

- **$11,218,246**

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**Construction Services Fee - NWOC**
## Exhibit 3
### Design-Build Firm’s Pricing Schedule

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<tr>
<td>Incidental Construction Equipment, Fuel &amp; Drayage</td>
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<td>Project Expeditor</td>
<td>1 LS</td>
</tr>
<tr>
<td>Assistant Superintendent(s)</td>
<td>1 LS</td>
</tr>
<tr>
<td>Commissioning (support of)</td>
<td>1 LS</td>
</tr>
<tr>
<td>Commissioning Agent per Commissioning Plan</td>
<td>1 LS</td>
</tr>
<tr>
<td>Material Testing - 3rd Party</td>
<td>1 LS</td>
</tr>
<tr>
<td>01 02 20</td>
<td>Site Conditions</td>
</tr>
<tr>
<td>Temporary Power consumption</td>
<td>1 LS</td>
</tr>
<tr>
<td>Temporary Power hookup &amp; meters</td>
<td>1 LS</td>
</tr>
<tr>
<td>Temporary Water and Sewer consumption</td>
<td>1 LS</td>
</tr>
<tr>
<td>Service Description</td>
<td>LS</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>----</td>
</tr>
<tr>
<td>Temporary Water Hookup, Distribution &amp; Meters</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Telephone &amp; Network System Installation</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Telephone &amp; Internet Consumption Fees</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Fire Protection</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Heating &amp; Cooling</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Fencing</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Walkways</td>
<td>LS</td>
</tr>
<tr>
<td>SWPPP Measures</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Entries and Truck Washes</td>
<td>LS</td>
</tr>
<tr>
<td>Street Cleaning (by G.C.)</td>
<td>LS</td>
</tr>
<tr>
<td>Traffic Control Measures</td>
<td>LS</td>
</tr>
<tr>
<td>Traffic Control Maintenance</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Barricades &amp; Signage</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Roads</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Lighting</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Partitions</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Toilets/Sanitary Measures</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Laydown (prep and restoration)</td>
<td>LS</td>
</tr>
<tr>
<td>Security</td>
<td>LS</td>
</tr>
<tr>
<td>Examination &amp; Preparation</td>
<td>LS</td>
</tr>
<tr>
<td>Pre-construction Photo Documentation</td>
<td>LS</td>
</tr>
<tr>
<td>Progress Photos</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Protection (in-place work/adjacent structures)</td>
<td>LS</td>
</tr>
<tr>
<td>Temporary Weather Protection/Enclosures</td>
<td>LS</td>
</tr>
<tr>
<td>Trash Chutes</td>
<td>LS</td>
</tr>
<tr>
<td>Dumpsters (site and field offices) and trash removal</td>
<td>LS</td>
</tr>
<tr>
<td>Bonds (excluding any for sub-consultants)</td>
<td>LS</td>
</tr>
<tr>
<td>Professional Liability insurance</td>
<td>LS</td>
</tr>
<tr>
<td>Commercial General Liability Insurance</td>
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</tr>
<tr>
<td>Commercial Auto insurance</td>
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<tr>
<td>Workman’s Comp &amp; Employee Liability Insurance</td>
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<tr>
<td>Umbrella Policy</td>
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</tr>
<tr>
<td>Other general Project insurance</td>
<td>LS</td>
</tr>
<tr>
<td>Security, Payment &amp; Performance Bonds</td>
<td>LS</td>
</tr>
<tr>
<td>General Home Office support</td>
<td>LS</td>
</tr>
<tr>
<td>END List of Allowable General Conditions</td>
<td>LS</td>
</tr>
</tbody>
</table>

**Total**

$466,408
## Exhibit 3
### Design-Build Firm's Pricing Schedule

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Title</th>
<th>Quantity</th>
<th>UOM</th>
<th>Cost</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 93 00</td>
<td>Facility Maintenance (prior to Partial Occupancy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NWOC Admin building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NWOC Fleet building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NWOC Supply building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NWOC Site, Parking and Fuel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Facility Maintenance (prior to Partial Occupancy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| SUBTOTAL Construction Services Fee: Fixed Price - NWOC | | | | | $605,299.00

### Cost of the Work - NWOC

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Title</th>
<th>Quantity</th>
<th>UOM</th>
<th>Cost</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 00 00</td>
<td>Concrete</td>
<td>1</td>
<td>LS</td>
<td>$357,000</td>
<td>$357,000</td>
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<tr>
<td>04 00 00</td>
<td>Masonry</td>
<td>1</td>
<td>LS</td>
<td>$20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>05 00 00</td>
<td>Metals</td>
<td>1</td>
<td>LS</td>
<td>$35,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>06 00 00</td>
<td>Wood, Plastics, and Composites</td>
<td>1</td>
<td>LS</td>
<td>$70,900</td>
<td>$70,900</td>
</tr>
<tr>
<td>07 00 00</td>
<td>Thermal and Moisture Protection</td>
<td>1</td>
<td>LS</td>
<td>$191,680</td>
<td>$191,680</td>
</tr>
<tr>
<td>08 00 00</td>
<td>Openings</td>
<td>1</td>
<td>LS</td>
<td>$165,072</td>
<td>$165,072</td>
</tr>
<tr>
<td>09 00 00</td>
<td>Finishes</td>
<td>1</td>
<td>LS</td>
<td>$189,500</td>
<td>$189,500</td>
</tr>
<tr>
<td>10 00 00</td>
<td>Specialties</td>
<td>1</td>
<td>LS</td>
<td>$75,000</td>
<td>$75,000</td>
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<tr>
<td>11 00 00</td>
<td>Equipment</td>
<td>1</td>
<td>LS</td>
<td>$24,000</td>
<td>$24,000</td>
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<tr>
<td>12 00 00</td>
<td>Furnishings</td>
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<td>LS</td>
<td>$2,500</td>
<td>$2,500</td>
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<td>13 00 00</td>
<td>Special Construction</td>
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<td>LS</td>
<td>$222,800</td>
<td>$222,800</td>
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<tr>
<td>21 00 00</td>
<td>Fire Protection</td>
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<td>LS</td>
<td>$20,650</td>
<td>$20,650</td>
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<tr>
<td>22 00 00</td>
<td>Plumbing</td>
<td>1</td>
<td>LS</td>
<td>$82,600</td>
<td>$82,600</td>
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<tr>
<td>23 00 00</td>
<td>Heating, Ventilating, and Air Conditioning (HVAC)</td>
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<td>LS</td>
<td>$277,300</td>
<td>$277,300</td>
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<td>26 00 00</td>
<td>Electrical</td>
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<td>LS</td>
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<td>27 00 00</td>
<td>Communications</td>
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<td>LS</td>
<td>$59,000</td>
<td>$59,000</td>
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<tr>
<td>28 00 00</td>
<td>Electronic Safety and Security</td>
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<td>LS</td>
<td>$35,400</td>
<td>$35,400</td>
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<tr>
<td>33 00 00</td>
<td>Utilities (within 4 ft line)</td>
<td>1</td>
<td>LS</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
| SUBTOTAL Cost of the Work: Fixed Price - NWOC Admin Building | | | | | $2,029,002

### NWOC Supporting Facilities

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Title</th>
<th>Quantity</th>
<th>UOM</th>
<th>Cost</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 00 00</td>
<td>Earthwork</td>
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<td></td>
<td>$200,107</td>
<td>$200,107</td>
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<tr>
<td>32 00 00</td>
<td>Exterior Improvements</td>
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<td>LS</td>
<td>$33,910</td>
<td>$33,910</td>
</tr>
<tr>
<td>33 00 00</td>
<td>Utilities (outside 4ft line)</td>
<td>1</td>
<td>LS</td>
<td>$48,000</td>
<td>$48,000</td>
</tr>
<tr>
<td></td>
<td>Demolition</td>
<td>1</td>
<td>LS</td>
<td>$71,590</td>
<td>$71,590</td>
</tr>
<tr>
<td></td>
<td>Utility Assessment Fees</td>
<td>1</td>
<td></td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
| SUBTOTAL Cost of the Work: Fixed Price - NWOC Supporting Facilities | | | | | $378,607

### TOTAL Cost of the Work: Fixed Price and Contingency - NWOC

$2,555,296

### Owner's Additive Alternate Allowance

$699,001

### TOTAL Design Services Fee

$922,299

### TOTAL ESOC - Construction Services Fee and Cost of Work

$12,929,032

### TOTAL NWOC - Construction Services Fee and Cost of Work

$3,160,599

### Initial Guaranteed Maximum Price (IGMP) for Project

$17,710,927
Exhibit 4

Form of Contract Amendment
EXHIBIT 4
FORM OF CONTRACT AMENDMENT

AMENDMENT No. ___
DESIGN-BUILD SERVICES AGREEMENT

THIS AMENDMENT TO THE ORIGINAL AGREEMENT ("Amendment") with ______________ is made and entered into on this ____ day of ___________ 20___ by and between San Antonio Water System, a public water utility created pursuant to the provisions of Ordinance No. 75686 of the City of San Antonio, Texas, and Texas Local Government Sections 402.141 et seq., in the State of Texas, hereinafter called “Owner” and___________, a Texas corporation, having its principal place of business located at __________Texas ________________ (“Design-Build Firm”).

RECITALS

WHEREAS, the Owner and Design-Build Firm ("Parties") entered into an Agreement on the _____ day of _________, 20______, (the "Agreement" or “Contract") wherein the Owner engaged the Design-Build Firm to provide design and construction services for the Project, the terms and conditions of which are all incorporated by reference herein;

WHEREAS, both Parties agree that all capitalized terms herein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations contained herein and in the Agreement, it is hereby agreed to amend the Agreement as follows:

I. Amendments.

[USE SECTION 1 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO MODIFICATIONS TO LANGUAGE IN THE CONTRACT.]

1. Section ______

The terms of Section _____ of the Agreement are hereby amended to now read as follows: [SHOW REVISIONS TO CONTRACT LANGUAGE AS INDICATED BELOW IN EXAMPLE TEXT.]

“The quick brown red fox jumps over the lazy dog pig.”
2. **Final Guaranteed Maximum Price Number _____**.
   
   A. For Final Guaranteed Maximum Price Number _____ and in accordance with Article IX, the Parties agree to a Final Guaranteed Maximum Price of ____________________________ for the Services and Work to be performed by the Design-Build Firm (as further described in the Elements of Final Guaranteed Maximum Price No. ____ [Attachment A to Amendment ____]) for the Project.
   
   B. The Parties agree that Substantial Completion for the Project must occur on or before __________________, as set forth in the Project Schedule.
   
   C. The Parties agree that Final Completion for the Project must occur on or before __________________, as set forth in the Project Schedule.
3. **Adjustments to Design-Build Firm’s Initial GMP.** The amount of Design-Build Firm’s Initial GMP, which includes all Design-Build Firm’s Fees, is amended in accordance with the schedule below:

<table>
<thead>
<tr>
<th>DESCRIPTION OF ADJUSTMENTS</th>
<th>AMOUNT</th>
<th>APPROVALS</th>
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</thead>
<tbody>
<tr>
<td>Initial GMP</td>
<td>$_______</td>
<td>Accepted:</td>
</tr>
<tr>
<td>Final GMP</td>
<td>$_______</td>
<td>By: ______</td>
</tr>
<tr>
<td>Net Amount of Any Adjustments to Final GMP by Contract Amendments or Construction Change Directives Preceding this Amendment (+/-)</td>
<td>$_______</td>
<td>By: ______</td>
</tr>
<tr>
<td>Adjustment to Final GMP by this Amendment # _____ or Construction Change Directive # _____ (+/-)</td>
<td>$_______</td>
<td>By: ______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDED FINAL GMP AMOUNT</th>
<th>$_______</th>
<th>Approved:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>By: ______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>By: ______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>By: ______</td>
</tr>
</tbody>
</table>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Adjustments to the Scheduled Dates of Completion. The Scheduled Dates of Substantial and/or Final Completion shall be adjusted in accordance with the schedule listed below:

<table>
<thead>
<tr>
<th>DESCRIPTION OF DATE</th>
<th>SCHEDULED DATE OF SUBSTANTIAL COMPLETION</th>
<th>SCHEDULED DATE OF FINAL COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Scheduled Dates for the Project</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>Revised Scheduled Dates for the Project</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

II. Special Exceptions.

This Contract Amendment addresses all aspects of the Services and Work added by such Contract Amendment except as approved by Owner below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
III. **Full and Final Satisfaction.** Except as specifically described above or as expressly otherwise stated in the Agreement, Design-Build Firm accepts the terms of this Amendment as full and final satisfaction to all claims, adjustments, and Contract revisions associated with such Amendment, and acknowledges that no further adjustment to the Design-Build Firm’s compensation or time for performance shall be allowed. Design-Build Firm otherwise waives any and all rights to future claims for additional adjustments to such compensation or time for performance and/or revisions to the Contract arising under, associated with, or in any way related to this Contract Amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and made effective as of the day and year first written above.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE

OWNER:

San Antonio Water System: ______________________:

By: __________________________
Name: _______________________
Title: ________________________

DESIGN-BUILD FIRM:

______________________________:

By: __________________________
Name: _______________________
Title: ________________________
ATTACHMENT A TO AMENDMENT

ELEMENTS OF FINAL GUARANTEED MAXIMUM PRICE NO. ___

[USE ATTACHMENT “A” ONLY IF CONTRACT AMENDMENT IS FOR THE FINAL GMP.]
Exhibit 5

Design-Build Firm’s Staffing Plan
EXHIBIT 5
DESIGN-BUILD FIRM’S STAFFING PLAN

Owner
San Antonio Water System

Preconstruction
Construction Consultants

Thad Miner
Project Executive

Construction

DeWayne Lucas
Preconstruction Director

Jason Hogue
Project Manager Scheduler

Tyler Killion
Asst. Project Manager QAQC

Project Administration

DESIGN TEAM

Gabriel Durand-Hollis
Principal

James Carleton
Project Manager

Robert Moritz
Lead Designer

Engineers Consultants

Jason Hogue
Project Manager Scheduler

Tyler Killion
Asst. Project Manager QAQC

Safety Manager

Project Administration

Wes Chapman
General Superintendent ESOC & NWOC

Edward Vargas
Superintendent NWOC

Asst. Superintendent ESOC
| Teal Construction Company | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Thad Miner, Project Executive | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| DeWayne Lucas, Director of Preconstruction | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Jason Hogue, Project Manager | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Tyler Killion, Asst. Project Manager | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Wes Chapman, General Superintendent | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Edward Vargas, Superintendent | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

**Design Consultants**

| DHR Architects, Architects | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Pape-Dawson, Civil Engineers | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| TTG, MEP Engineers | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Lundy & Franke, Structural Engineers | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Bender Wells Clark Design, Landscape Architects | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
Exhibit 6

Project Schedule
EXHIBIT 6

PROJECT SCHEDULE

1.0 DESIGN STAGE

Completion of ESOC & NWOC Design
21 November 2017
(Issue of 100% approved CDs for permitting)

2.0 EAST SIDE OPERATIONS CENTER CONSTRUCTION (ESOC CONSTRUCTION STAGE)

Substantial Completion of Construction
7 February 2019
(sufficient for move-in)

Final Completion of Construction
15 March 2019

3.0 NORTH WEST OPERATIONS CENTER CONSTRUCTION (NWOC CONSTRUCTION STAGE)

Substantial Completion of Construction
6 November 2018
(sufficient for move-in)

Final Completion of Construction
18 December 2018
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Notice to Proceed Issued</td>
<td>0 days</td>
<td>Wed 7/5/17</td>
<td>Wed 7/5/17</td>
</tr>
<tr>
<td>2</td>
<td>Initial Meetings with Owner and PM</td>
<td>1 day</td>
<td>Wed 7/5/17</td>
<td>Wed 7/5/17</td>
</tr>
<tr>
<td>3</td>
<td>DCP Acceptance and Design Approach Submittal Report Due</td>
<td>15 days</td>
<td>Tue 9/19/17</td>
<td>Tue 9/19/17</td>
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<tr>
<td>4</td>
<td>Owner Review of the Design Approach Submittal</td>
<td>10 days</td>
<td>Thu 10/11/17</td>
<td>Thu 10/11/17</td>
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<tr>
<td>5</td>
<td>80% CD’s Notice To Proceed Letter Issued by Owner</td>
<td>10 days</td>
<td>Tue 11/21/17</td>
<td>Tue 11/21/17</td>
</tr>
<tr>
<td>6</td>
<td>80% CD’s</td>
<td>15 days</td>
<td>Wed 11/8/17</td>
<td>Wed 11/8/17</td>
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<tr>
<td>7</td>
<td>Submittal</td>
<td>5 days</td>
<td>Thu 9/27/17</td>
<td>Thu 9/27/17</td>
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<tr>
<td>8</td>
<td>Design Estimate</td>
<td>5 days</td>
<td>Wed 9/19/17</td>
<td>Wed 9/19/17</td>
</tr>
<tr>
<td>9</td>
<td>Project Schedule</td>
<td>5 days</td>
<td>Wed 9/26/17</td>
<td>Wed 9/26/17</td>
</tr>
<tr>
<td>10</td>
<td>Owner Review &amp; Comments on 80% CD’s</td>
<td>10 days</td>
<td>Wed 10/18/17</td>
<td>Wed 10/18/17</td>
</tr>
<tr>
<td>11</td>
<td>100% CD’s</td>
<td>34 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>12</td>
<td>NTP For 100% CD’s</td>
<td>10 days</td>
<td>Wed 10/31/17</td>
<td>Wed 10/31/17</td>
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<tr>
<td>13</td>
<td>Submittal</td>
<td>5 days</td>
<td>Wed 11/1/17</td>
<td>Wed 11/1/17</td>
</tr>
<tr>
<td>14</td>
<td>Design Estimate</td>
<td>5 days</td>
<td>Wed 11/8/17</td>
<td>Wed 11/8/17</td>
</tr>
<tr>
<td>15</td>
<td>Project Schedule</td>
<td>5 days</td>
<td>Wed 11/15/17</td>
<td>Wed 11/15/17</td>
</tr>
<tr>
<td>16</td>
<td>Owner Review &amp; Comments on 100% CD’s</td>
<td>10 days</td>
<td>Wed 11/22/17</td>
<td>Wed 11/22/17</td>
</tr>
<tr>
<td>17</td>
<td>Design Team 100% CD’s Comments Review and Response</td>
<td>3 days</td>
<td>Thu 12/13/17</td>
<td>Thu 12/13/17</td>
</tr>
<tr>
<td>18</td>
<td>Develop and Submit FGMP</td>
<td>3 days</td>
<td>Fri 12/14/17</td>
<td>Fri 12/14/17</td>
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<td>19</td>
<td>Owner review of FGMP</td>
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<td>Sat 12/15/17</td>
<td>Sat 12/15/17</td>
</tr>
<tr>
<td>20</td>
<td>Construction Notice To Proceed Letter Issued by Owner</td>
<td>10 days</td>
<td>Wed 12/20/17</td>
<td>Wed 12/20/17</td>
</tr>
<tr>
<td>21</td>
<td>Issue 100% CD’s for Permit</td>
<td>30 days</td>
<td>Fri 1/12/18</td>
<td>Fri 1/12/18</td>
</tr>
<tr>
<td>22</td>
<td>Procurement (Purchasing Plan)</td>
<td>4 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>23</td>
<td>Reinforcing Steel</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
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<tr>
<td>24</td>
<td>Teal Hire Surveyor</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>25</td>
<td>Building Steel - Structure</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
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<tr>
<td>26</td>
<td>Earthwork Sub</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>27</td>
<td>Erosion Control &amp; SWPPP Permit</td>
<td>1 day</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>28</td>
<td>Concrete Sub or Concrete Supplier</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>29</td>
<td>Storefront / Window Sub</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>30</td>
<td>MEP Sub</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>31</td>
<td>Roofing Sub</td>
<td>2 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
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<tr>
<td>32</td>
<td>Submittal Prep and Review (Plan)</td>
<td>75 days</td>
<td>Fri 2/9/18</td>
<td>Fri 2/9/18</td>
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<tr>
<td>33</td>
<td>Reinforcing steel</td>
<td>15 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
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<tr>
<td>34</td>
<td>Reinforcing steel SD’s Prep &amp; submit</td>
<td>5 days</td>
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<td>Mon 10/30/17</td>
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<tr>
<td>35</td>
<td>Rein. Steel review &amp; return</td>
<td>5 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
</tr>
<tr>
<td>36</td>
<td>Rein. Steel Fab &amp; Ship</td>
<td>5 days</td>
<td>Mon 10/30/17</td>
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<tr>
<td>37</td>
<td>Pre-Engineered Metal Building</td>
<td>75 days</td>
<td>Fri 2/9/18</td>
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<td>38</td>
<td>Procure PEMB</td>
<td>15 days</td>
<td>Mon 10/30/17</td>
<td>Mon 10/30/17</td>
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<tr>
<td>39</td>
<td>Arch. / Structural Coordination</td>
<td>5 days</td>
<td>Mon 11/13/17</td>
<td>Mon 11/13/17</td>
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<td>40</td>
<td>Prepare Column Reactions</td>
<td>5 days</td>
<td>Mon 11/13/17</td>
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<td>41</td>
<td>PEMB SD’s SD’s prep &amp; submit</td>
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<td>Fri 12/21/18</td>
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<tr>
<td>42</td>
<td>PEMB Review &amp; Return</td>
<td>10 days</td>
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<td>Fri 12/21/18</td>
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<tr>
<td>43</td>
<td>PEMB Fab &amp; Ship</td>
<td>20 days</td>
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<td>44</td>
<td>North West Operation Center</td>
<td>208 days</td>
<td>Mon 11/13/17</td>
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<tr>
<td>45</td>
<td>Construction</td>
<td>280 days</td>
<td>Sat 11/11/17</td>
<td>Sat 11/11/17</td>
</tr>
<tr>
<td>46</td>
<td>Permanent Electrical Power</td>
<td>33 days</td>
<td>Mon 11/13/17</td>
<td>Mon 11/13/17</td>
</tr>
<tr>
<td>47</td>
<td>Switch Gear Submittals</td>
<td>10 days</td>
<td>Sat 11/11/17</td>
<td>Sat 11/11/17</td>
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<tr>
<td>48</td>
<td>Poles, Service Rack, Weather-head</td>
<td>5 days</td>
<td>Thu 12/14/17</td>
<td>Thu 12/14/17</td>
</tr>
<tr>
<td>49</td>
<td>Secondary Duct Bank</td>
<td>5 days</td>
<td>Thu 12/14/17</td>
<td>Thu 12/14/17</td>
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<tr>
<td>50</td>
<td>Inspections</td>
<td>1 day</td>
<td>Fri 12/15/17</td>
<td>Fri 12/15/17</td>
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<td>51</td>
<td>Temporary Cut-In Form Submitted</td>
<td>1 day</td>
<td>Fri 12/15/17</td>
<td>Fri 12/15/17</td>
</tr>
<tr>
<td>52</td>
<td>Meters set &amp; Energized</td>
<td>1 day</td>
<td>Fri 12/15/17</td>
<td>Fri 12/15/17</td>
</tr>
<tr>
<td>53</td>
<td>Mobilization</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Thu 11/19/17</td>
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<tr>
<td>ID</td>
<td>Task Name</td>
<td>Duration</td>
<td>Start</td>
<td>Finish</td>
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<tr>
<td>55</td>
<td>Project Field Office Set Up</td>
<td>5 days</td>
<td>Thu 1/18/17</td>
<td>Wed 1/18/17</td>
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<tr>
<td>56</td>
<td>Temporary Power</td>
<td>5 days</td>
<td>Thu 1/18/17</td>
<td>Wed 1/18/17</td>
</tr>
<tr>
<td>57</td>
<td>Telephone &amp; Fax</td>
<td>5 days</td>
<td>Thu 1/18/17</td>
<td>Wed 1/18/17</td>
</tr>
<tr>
<td>58</td>
<td>Site Work</td>
<td>191 days</td>
<td>Thu 1/19/17 - Thu 8/2/18</td>
<td>11/19 Buildings</td>
</tr>
<tr>
<td>59</td>
<td>Property Corner &amp; TBM</td>
<td>5 days</td>
<td>Thu 1/18/17</td>
<td>Wed 1/18/17</td>
</tr>
<tr>
<td>60</td>
<td>Property Entrance</td>
<td>1 day</td>
<td>Thu 1/18/17</td>
<td>Thu 1/18/17</td>
</tr>
<tr>
<td>61</td>
<td>Demolition of Existing Paving where buildings are to be located</td>
<td>5 days</td>
<td>Thu 1/16/17</td>
<td>Wed 1/17/17</td>
</tr>
<tr>
<td>62</td>
<td>Set Up Temp Location for Owners IT/Control Units</td>
<td>10 days</td>
<td>Thu 1/16/17</td>
<td>Wed 1/17/17</td>
</tr>
<tr>
<td>63</td>
<td>Remove Owner Items from Existing Building</td>
<td>10 days</td>
<td>Thu 1/13/17</td>
<td>Wed 1/17/17</td>
</tr>
<tr>
<td>64</td>
<td>Demol Existing NWOC Building</td>
<td>30 days</td>
<td>Fri 1/19/17</td>
<td>Thu 2/2/17/17</td>
</tr>
<tr>
<td>65</td>
<td>Building Pad</td>
<td>25 days</td>
<td>Fri 12/8/17</td>
<td>Thu 1/11/18</td>
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<tr>
<td>66</td>
<td>Tie-In Utilities</td>
<td>15 days</td>
<td>Thu 12/7/17</td>
<td>Wed 1/17/17</td>
</tr>
<tr>
<td>67</td>
<td>Sidewalks</td>
<td>5 days</td>
<td>Fri 6/15/18</td>
<td>Thu 6/21/18</td>
</tr>
<tr>
<td>68</td>
<td>Curb &amp; Gutter</td>
<td>5 days</td>
<td>Fri 6/22/18</td>
<td>Thu 6/28/18</td>
</tr>
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<td>69</td>
<td>Irrigation</td>
<td>5 days</td>
<td>Fri 6/22/18</td>
<td>Thu 6/28/18</td>
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<tr>
<td>70</td>
<td>Landscape</td>
<td>10 days</td>
<td>Fri 6/29/18</td>
<td>Thu 7/26/18</td>
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<tr>
<td>71</td>
<td>Exterior Railing</td>
<td>5 days</td>
<td>Fri 7/13/18</td>
<td>Thu 7/19/18</td>
</tr>
<tr>
<td>72</td>
<td>Striping &amp; Painted Islands</td>
<td>5 days</td>
<td>Fri 7/20/18</td>
<td>Thu 7/26/18</td>
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<td>73</td>
<td>Fencing</td>
<td>5 days</td>
<td>Fri 7/27/18</td>
<td>Thu 8/2/18</td>
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<td>74</td>
<td>Building</td>
<td>234 days</td>
<td>Fri 1/12/18 - Wed 12/5/18</td>
<td>11/18 Buildings</td>
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<tr>
<td>75</td>
<td>Pier or Foundation Reinforcing Steel</td>
<td>1 day</td>
<td>Fri 1/12/18</td>
<td>Fri 1/12/18</td>
</tr>
<tr>
<td>76</td>
<td>Lay-Off Foundation</td>
<td>5 days</td>
<td>Fri 1/12/18</td>
<td>Thu 1/18/18</td>
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<td>77</td>
<td>Drill Piers or Foundation Excavation</td>
<td>18 days</td>
<td>Fri 1/19/18</td>
<td>Tue 2/13/18</td>
</tr>
<tr>
<td>78</td>
<td>MEP Underground Rough-in</td>
<td>10 days</td>
<td>Wed 2/14/18</td>
<td>Wed 2/20/18</td>
</tr>
<tr>
<td>79</td>
<td>Slab Prep and Pour</td>
<td>10 days</td>
<td>Wed 2/26/18</td>
<td>Thu 3/5/18</td>
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<td>80</td>
<td>Slab Cure</td>
<td>5 days</td>
<td>Wed 3/14/18</td>
<td>Thu 3/20/18</td>
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<td>81</td>
<td>Slabs Prep and Pour</td>
<td>5 days</td>
<td>Wed 3/21/18</td>
<td>Thu 3/27/18</td>
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<td>82</td>
<td>PEBS Stsl Delivery</td>
<td>5 days</td>
<td>Fri 2/28/18</td>
<td>Fri 3/6/18</td>
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<tr>
<td>83</td>
<td>Erect PEBS</td>
<td>30 days</td>
<td>Mon 2/12/18</td>
<td>Mon 3/15/18</td>
</tr>
<tr>
<td>84</td>
<td>Exterior HFM Frames &amp; Doors</td>
<td>5 days</td>
<td>Wed 3/28/18</td>
<td>Tue 4/4/18</td>
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<tr>
<td>85</td>
<td>Storefront &amp; Glazing Installation</td>
<td>10 days</td>
<td>Wed 3/28/18</td>
<td>Tue 4/7/18</td>
</tr>
<tr>
<td>86</td>
<td>Overhead Door Installation</td>
<td>5 days</td>
<td>Wed 3/28/18</td>
<td>Tue 4/7/18</td>
</tr>
<tr>
<td>87</td>
<td>Canopies at Exterior of Building</td>
<td>2 days</td>
<td>Wed 4/4/18</td>
<td>Wed 4/6/18</td>
</tr>
<tr>
<td>88</td>
<td>MEP Overhead</td>
<td>15 days</td>
<td>Wed 3/29/18</td>
<td>Wed 4/14/18</td>
</tr>
<tr>
<td>89</td>
<td>Set Mechanical Units</td>
<td>1 day</td>
<td>Wed 4/1/18</td>
<td>Wed 4/1/18</td>
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<tr>
<td>90</td>
<td>Wall MEP Rough-in</td>
<td>10 days</td>
<td>Wed 4/1/18</td>
<td>Tue 4/10/17</td>
</tr>
<tr>
<td>91</td>
<td>Fire Suppression Installation</td>
<td>5 days</td>
<td>Wed 4/3/18</td>
<td>Wed 4/3/18</td>
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<tr>
<td>92</td>
<td>Interior wall layout and framing</td>
<td>15 days</td>
<td>Wed 3/28/18</td>
<td>Wed 4/12/18</td>
</tr>
<tr>
<td>93</td>
<td>CMO Interior Walls</td>
<td>10 days</td>
<td>Wed 3/28/18</td>
<td>Wed 4/12/18</td>
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<tr>
<td>94</td>
<td>MEP Rough-in Wall</td>
<td>10 days</td>
<td>Wed 4/18/18</td>
<td>Wed 5/2/18</td>
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<td>95</td>
<td>Security, Communications, &amp; Fire Alarm Rough-in</td>
<td>5 days</td>
<td>Wed 4/18/18</td>
<td>Tue 4/24/18</td>
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<td>96</td>
<td>Gyp Bd with Wall Inspections</td>
<td>22 days</td>
<td>Wed 4/25/18</td>
<td>Thu 5/24/18</td>
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<td>97</td>
<td>Tape &amp; Felt</td>
<td>10 days</td>
<td>Fri 5/25/18</td>
<td>Thu 6/1/18</td>
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<td>98</td>
<td>Prime &amp; Paint - First Coat</td>
<td>5 days</td>
<td>Fri 6/18/18</td>
<td>Thu 6/24/18</td>
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<td>99</td>
<td>Ceramic Tile and Floor Tile</td>
<td>5 days</td>
<td>Fri 6/18/18</td>
<td>Thu 6/24/18</td>
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<td>Install Interior Door Frames</td>
<td>5 days</td>
<td>Fri 6/15/18</td>
<td>Thu 6/21/18</td>
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<td>101</td>
<td>Plumbing Fixtures</td>
<td>10 days</td>
<td>Fri 6/15/18</td>
<td>Thu 6/22/18</td>
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<td>102</td>
<td>Division 10 Items</td>
<td>15 days</td>
<td>Fri 6/29/18</td>
<td>Fri 7/10/18</td>
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<td>103</td>
<td>Millwork installation</td>
<td>10 days</td>
<td>Fri 6/15/18</td>
<td>Thu 6/28/18</td>
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<td>104</td>
<td>Ceiling Grid</td>
<td>10 days</td>
<td>Fri 6/29/18</td>
<td>Thu 7/6/18</td>
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<tr>
<td>105</td>
<td>Lighting and Mechanical Devices</td>
<td>10 days</td>
<td>Fri 7/13/18</td>
<td>Thu 7/23/18</td>
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<td>106</td>
<td>Overhead Inspection</td>
<td>1 day</td>
<td>Thu 7/17/18</td>
<td>Thu 7/17/18</td>
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<td>Commissioning</td>
<td>40 days</td>
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<td>Fri 9/21/18</td>
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<td>108</td>
<td>Acoustical Ceiling Installation</td>
<td>15 days</td>
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<td>Fri 9/28/18</td>
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<td>Task Name</td>
<td>Duration</td>
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<td>Predecessors</td>
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<tr>
<td>Final Paint</td>
<td>5 days</td>
<td>Mon 10/11/18</td>
<td>Fri 10/18/18</td>
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<td>Flooring</td>
<td>10 days</td>
<td>Mon 10/8/18</td>
<td>Fri 10/26/18</td>
<td>011</td>
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<td>5 days</td>
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<td>Fri 10/26/18</td>
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<td>10 days</td>
<td>Mon 10/29/18</td>
<td>Fri 11/11/18</td>
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<td>5 days</td>
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<td>Fri 11/11/18</td>
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<td>1 day</td>
<td>Mon 10/28/18</td>
<td>Fri 10/29/18</td>
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<td>5 days</td>
<td>Mon 10/29/18</td>
<td>Fri 11/2/18</td>
<td>014</td>
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<tr>
<td>Punch List</td>
<td>23 days</td>
<td>Mon 11/5/18</td>
<td>Wed 12/5/18</td>
<td>016</td>
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<tr>
<td>Owner Punch List Walk</td>
<td>2 days</td>
<td>Mon 11/5/18</td>
<td>Tue 11/6/18</td>
<td>117</td>
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<tr>
<td>Incomplete Work Directives Issued To Subs</td>
<td>1 day</td>
<td>Wed 11/1/18</td>
<td>Fri 11/2/18</td>
<td>118</td>
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<td>Subs Complete Task List</td>
<td>10 days</td>
<td>Thu 11/8/18</td>
<td>Fri 11/11/18</td>
<td>119</td>
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<tr>
<td>Final Clean</td>
<td>5 days</td>
<td>Thu 11/22/18</td>
<td>Fri 11/24/18</td>
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<td>Final Punchlist Inspection</td>
<td>5 days</td>
<td>Thu 11/29/18</td>
<td>Fri 12/1/18</td>
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<td>NWOC SUBSTANTIAL COMPLETION</td>
<td>0 days</td>
<td>Tue 11/13/18</td>
<td>Tue 11/13/18</td>
<td>122</td>
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<td>Owner FF&amp;E Install</td>
<td>15 days</td>
<td>Wed 11/17/18</td>
<td>Tue 11/27/18</td>
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<td>Owner Move In</td>
<td>5 days</td>
<td>Wed 11/28/18</td>
<td>Fri 12/1/18</td>
<td>124</td>
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<tr>
<td>Close Out &amp; Turnover</td>
<td>30 days</td>
<td>Wed 11/17/18</td>
<td>Tue 12/18/18</td>
<td>125</td>
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<tr>
<td>Review and Mark-up As-Build Plans</td>
<td>15 days</td>
<td>Wed 11/17/18</td>
<td>Tue 11/27/18</td>
<td>126</td>
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<td>Review and Mark-up As-Build Specs</td>
<td>15 days</td>
<td>Wed 11/17/18</td>
<td>Tue 11/27/18</td>
<td>127</td>
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<td>Prepare Closeout Documents</td>
<td>15 days</td>
<td>Wed 11/17/18</td>
<td>Tue 11/27/18</td>
<td>128</td>
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<td>Issue As-Buils and Closeout Documents For Review</td>
<td>10 days</td>
<td>Wed 11/28/18</td>
<td>Tue 12/11/18</td>
<td>129</td>
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<td>Issue Letter to Owner- Job Complete</td>
<td>5 days</td>
<td>Wed 12/12/18</td>
<td>Tue 12/18/18</td>
<td>130</td>
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<td>NWOC FINAL COMPLETION</td>
<td>0 days</td>
<td>Tue 12/18/18</td>
<td>Tue 12/18/18</td>
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<tr>
<td>East Side Operation Center</td>
<td>352 days</td>
<td>Thu 11/19/17</td>
<td>Fri 3/15/19</td>
<td>132</td>
</tr>
<tr>
<td>Construction</td>
<td>352 days</td>
<td>Thu 11/19/17</td>
<td>Fri 3/15/19</td>
<td>132</td>
</tr>
<tr>
<td>Mobilization</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Wed 11/24/17</td>
<td>133</td>
</tr>
<tr>
<td>Project Field Office Set Up</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Wed 11/24/17</td>
<td>135</td>
</tr>
<tr>
<td>Temporary Power</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Wed 11/24/17</td>
<td>136</td>
</tr>
<tr>
<td>Telephone &amp; Fax</td>
<td>6 days</td>
<td>Tue 11/19/17</td>
<td>Tue 11/26/17</td>
<td>137</td>
</tr>
<tr>
<td>Site Work</td>
<td>350 days</td>
<td>Thu 11/19/17</td>
<td>Wed 3/9/19</td>
<td>138</td>
</tr>
<tr>
<td>Site Utilities</td>
<td>65 days</td>
<td>Tue 11/14/17</td>
<td>Mon 2/19/18</td>
<td>139</td>
</tr>
<tr>
<td>Administration Building</td>
<td>289 days</td>
<td>Thu 11/19/17</td>
<td>Thu 3/13/19</td>
<td>140</td>
</tr>
<tr>
<td>Property Comers &amp; TBM</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Thu 11/24/17</td>
<td>141</td>
</tr>
<tr>
<td>Property Entrance</td>
<td>1 day</td>
<td>Mon 11/19/17</td>
<td>Mon 11/20/17</td>
<td>142</td>
</tr>
<tr>
<td>Demolition of Existing Paving where buildings are to be located</td>
<td>5 days</td>
<td>Mon 11/27/17</td>
<td>Wed 12/2/17</td>
<td>143</td>
</tr>
<tr>
<td>Building Pad</td>
<td>7 days</td>
<td>Thu 11/30/17</td>
<td>Fri 12/2/17</td>
<td>144</td>
</tr>
<tr>
<td>Sidewalks (Mechanical Yard)</td>
<td>5 days</td>
<td>Mon 12/10/17</td>
<td>Fri 12/22/17</td>
<td>146</td>
</tr>
<tr>
<td>Sidewalks (Typical)</td>
<td>5 days</td>
<td>Mon 10/18/17</td>
<td>Fri 11/18/17</td>
<td>147</td>
</tr>
<tr>
<td>Curb &amp; Gutter</td>
<td>6 days</td>
<td>Mon 10/22/17</td>
<td>Fri 11/24/17</td>
<td>148</td>
</tr>
<tr>
<td>Irrigation</td>
<td>20 days</td>
<td>Mon 10/29/18</td>
<td>Fri 11/11/18</td>
<td>149</td>
</tr>
<tr>
<td>Landscape</td>
<td>10 days</td>
<td>Mon 11/26/18</td>
<td>Fri 12/7/18</td>
<td>150</td>
</tr>
<tr>
<td>Striping &amp; Painted Islands</td>
<td>2 days</td>
<td>Mon 12/10/18</td>
<td>Tue 12/11/18</td>
<td>151</td>
</tr>
<tr>
<td>Fencing</td>
<td>6 days</td>
<td>Wed 12/12/18</td>
<td>Tue 12/18/18</td>
<td>152</td>
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<tr>
<td>Supply Building</td>
<td>190 days</td>
<td>Thu 11/19/17</td>
<td>Wed 8/1/18</td>
<td>153</td>
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<tr>
<td>Property Comers &amp; TBM</td>
<td>5 days</td>
<td>Thu 11/19/17</td>
<td>Wed 11/24/17</td>
<td>154</td>
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<tr>
<td>Property Entrance</td>
<td>1 day</td>
<td>Mon 11/13/17</td>
<td>Mon 11/13/17</td>
<td>155</td>
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<td>Demolition of Existing Paving where buildings are to be located</td>
<td>5 days</td>
<td>Thu 11/16/17</td>
<td>Wed 11/22/17</td>
<td>156</td>
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<tr>
<td>Building Pad</td>
<td>5 days</td>
<td>Thu 11/23/17</td>
<td>Wed 11/29/17</td>
<td>157</td>
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<tr>
<td>Demolition of Paving, Curbs, Fencing</td>
<td>5 days</td>
<td>Thu 11/23/17</td>
<td>Wed 11/29/17</td>
<td>158</td>
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<tr>
<td>Pour new paving (Next to Guard Booth)</td>
<td>5 days</td>
<td>Mon 7/4/18</td>
<td>Fri 7/8/18</td>
<td>159</td>
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<tr>
<td>Sidewalks</td>
<td>5 days</td>
<td>Mon 7/9/18</td>
<td>Fri 7/13/18</td>
<td>160</td>
</tr>
<tr>
<td>Curb &amp; Gutter</td>
<td>3 days</td>
<td>Mon 7/16/18</td>
<td>Wed 7/18/18</td>
<td>161</td>
</tr>
<tr>
<td>Striping &amp; Painted Islands</td>
<td>3 days</td>
<td>Mon 7/16/18</td>
<td>Wed 7/18/18</td>
<td>162</td>
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<tr>
<td>ID</td>
<td>Task Name</td>
<td>Duration</td>
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<tr>
<td>163</td>
<td>Fencing</td>
<td>5 days</td>
<td>Thu 7/28/18</td>
<td>Wed 8/1/18</td>
</tr>
<tr>
<td>164</td>
<td>Training Building</td>
<td>349 days</td>
<td>Feb 3/19</td>
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<td>165</td>
<td>Demolition of Existing Paving where buildings are to be located</td>
<td>10 days</td>
<td>Fri 11/10/17</td>
<td>Thu 11/13/17</td>
</tr>
<tr>
<td>166</td>
<td>Demolition of Paving, Curbs, Fencing</td>
<td>10 days</td>
<td>Fri 11/24/17</td>
<td>Thu 12/17/17</td>
</tr>
<tr>
<td>167</td>
<td>Pour new paving (Old Admin Area)</td>
<td>7 days</td>
<td>Wed 1/19/18</td>
<td>Thu 1/20/18</td>
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<tr>
<td>168</td>
<td>Sidewalks</td>
<td>6 days</td>
<td>Thu 2/22/19</td>
<td>Wed 2/27/19</td>
</tr>
<tr>
<td>169</td>
<td>Curb &amp; Gutter</td>
<td>2 days</td>
<td>Fri 3/1/19</td>
<td></td>
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<tr>
<td>170</td>
<td>Irrigation</td>
<td>5 days</td>
<td>Thu 2/28/19</td>
<td>Wed 3/6/19</td>
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<tr>
<td>171</td>
<td>Landscape</td>
<td>10 days</td>
<td>Thu 3/2/19</td>
<td></td>
</tr>
<tr>
<td>172</td>
<td>Striping &amp; Painted Islands</td>
<td>2 days</td>
<td>Thu 2/28/19</td>
<td>Wed 3/1/19</td>
</tr>
<tr>
<td>173</td>
<td>Fencing</td>
<td>5 days</td>
<td>Mon 3/4/19</td>
<td>Fri 3/8/19</td>
</tr>
<tr>
<td>174</td>
<td>Permanent Electrical Power</td>
<td>33 days</td>
<td>Thu 11/19/17</td>
<td>Mon 12/25/17</td>
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<tr>
<td>175</td>
<td>Switch Gear Submittals</td>
<td>10 days</td>
<td>Thu 11/19/17</td>
<td>Mon 12/17/17</td>
</tr>
<tr>
<td>176</td>
<td>Switch gear install</td>
<td>10 days</td>
<td>Thu 11/23/17</td>
<td>Mon 12/17/17</td>
</tr>
<tr>
<td>177</td>
<td>Poles, Service Rack, Weather-head</td>
<td>5 days</td>
<td>Thu 12/17/17</td>
<td>Mon 12/24/17</td>
</tr>
<tr>
<td>178</td>
<td>Secondary Duct Bank</td>
<td>5 days</td>
<td>Thu 12/14/17</td>
<td>Mon 12/21/17</td>
</tr>
<tr>
<td>179</td>
<td>Inspections</td>
<td>1 day</td>
<td>Thu 12/22/17</td>
<td>Mon 12/29/17</td>
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<td>180</td>
<td>Temporary Cut-In Form Submitted</td>
<td>1 day</td>
<td>Fri 12/22/17</td>
<td>Mon 1/3/18</td>
</tr>
<tr>
<td>181</td>
<td>Meters set &amp; Energized</td>
<td>1 day</td>
<td>Mon 12/25/17</td>
<td>Mon 1/2/18</td>
</tr>
<tr>
<td>182</td>
<td>Administration Building</td>
<td>292 days</td>
<td>Mon 11/20/17</td>
<td>Tue 1/19/18</td>
</tr>
<tr>
<td>183</td>
<td>Pier or Foundation Reinforcing Steel</td>
<td>1 day</td>
<td>Mon 11/20/17</td>
<td>Mon 11/27/17</td>
</tr>
<tr>
<td>184</td>
<td>Lay-out Foundation</td>
<td>5 days</td>
<td>Mon 12/14/17</td>
<td>Fri 12/18/17</td>
</tr>
<tr>
<td>185</td>
<td>Drill Piers or Foundation Excavation</td>
<td>20 days</td>
<td>Mon 12/11/17</td>
<td>Fri 12/18/17</td>
</tr>
<tr>
<td>186</td>
<td>MEP Underground Rough In</td>
<td>15 days</td>
<td>Mon 1/18/18</td>
<td>Fri 1/23/18</td>
</tr>
<tr>
<td>187</td>
<td>Slab Prep and Pour</td>
<td>5 days</td>
<td>Mon 1/26/18</td>
<td>Fri 2/1/18</td>
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<td>188</td>
<td>Slab Cure</td>
<td>5 days</td>
<td>Mon 2/18/18</td>
<td>Fri 2/23/18</td>
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<td>189</td>
<td>Building Steel Delivery</td>
<td>0 days</td>
<td>Fri 2/28/18</td>
<td>Fri 3/2/18</td>
</tr>
<tr>
<td>190</td>
<td>Erect Structure / Second Floor Deck</td>
<td>21 days</td>
<td>Mon 2/19/18</td>
<td>Mon 3/10/18</td>
</tr>
<tr>
<td>191</td>
<td>Pour Second Floor Concrete</td>
<td>1 day</td>
<td>Tue 3/13/18</td>
<td>Tue 3/14/18</td>
</tr>
<tr>
<td>192</td>
<td>Erect Roof Deck and Framing</td>
<td>10 days</td>
<td>Mon 3/2/18</td>
<td>Tue 3/13/18</td>
</tr>
<tr>
<td>193</td>
<td>MEP Overhead</td>
<td>55 days</td>
<td>Mon 3/13/18</td>
<td>Mon 5/18/18</td>
</tr>
<tr>
<td>194</td>
<td>Polish Concrete - First Floor</td>
<td>15 days</td>
<td>Mon 3/13/18</td>
<td>Mon 4/28/18</td>
</tr>
<tr>
<td>195</td>
<td>Exterior Framing - Second Floor</td>
<td>10 days</td>
<td>Mon 3/28/18</td>
<td>Mon 5/1/19</td>
</tr>
<tr>
<td>196</td>
<td>Exterior Framing - First Floor</td>
<td>10 days</td>
<td>Tue 4/4/19</td>
<td>Mon 4/14/19</td>
</tr>
<tr>
<td>197</td>
<td>Exterior Sheathing</td>
<td>25 days</td>
<td>Wed 4/4/19</td>
<td>Tue 4/24/19</td>
</tr>
<tr>
<td>198</td>
<td>Roofing &amp; Accessories</td>
<td>25 days</td>
<td>Wed 4/4/19</td>
<td>Tue 5/19/19</td>
</tr>
<tr>
<td>199</td>
<td>Set Chiller &amp; AHUs</td>
<td>2 days</td>
<td>Tue 5/29/19</td>
<td>Wed 6/1/19</td>
</tr>
<tr>
<td>200</td>
<td>Waterproofing</td>
<td>25 days</td>
<td>Wed 4/11/19</td>
<td>Tue 5/16/19</td>
</tr>
<tr>
<td>201</td>
<td>Brick Installation</td>
<td>15 days</td>
<td>Wed 5/8/19</td>
<td>Tue 6/3/19</td>
</tr>
<tr>
<td>202</td>
<td>Storefront &amp; Glazing Installation</td>
<td>15 days</td>
<td>Wed 5/8/19</td>
<td>Tue 6/22/19</td>
</tr>
<tr>
<td>203</td>
<td>Metal Panel Installation</td>
<td>15 days</td>
<td>Wed 6/13/19</td>
<td>Tue 7/18/19</td>
</tr>
<tr>
<td>204</td>
<td>Exterior Wall Insulation</td>
<td>10 days</td>
<td>Wed 6/25/18</td>
<td>Wed 7/2/18</td>
</tr>
<tr>
<td>205</td>
<td>Exterior Frames &amp; Doors</td>
<td>10 days</td>
<td>Wed 5/16/19</td>
<td>Wed 6/2/19</td>
</tr>
<tr>
<td>206</td>
<td>Exterior Wall MEP Rough In</td>
<td>10 days</td>
<td>Mon 4/17/19</td>
<td>Mon 5/18/19</td>
</tr>
<tr>
<td>207</td>
<td>Fire Suppression Installation</td>
<td>10 days</td>
<td>Mon 4/11/19</td>
<td>Mon 5/11/19</td>
</tr>
<tr>
<td>208</td>
<td>Interior wall layout and framing</td>
<td>25 days</td>
<td>Mon 4/13/19</td>
<td>Mon 5/18/19</td>
</tr>
<tr>
<td>209</td>
<td>MEP Rough in Wall</td>
<td>15 days</td>
<td>Tue 5/8/19</td>
<td>Mon 5/28/19</td>
</tr>
<tr>
<td>210</td>
<td>Security, Communications, &amp; Fire Alarm Rough-in</td>
<td>10 days</td>
<td>Tue 5/8/19</td>
<td>Mon 5/21/19</td>
</tr>
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<td>211</td>
<td>Gyp Bd w Wall Inspections</td>
<td>20 days</td>
<td>Tue 5/29/19</td>
<td>Mon 6/25/19</td>
</tr>
<tr>
<td>212</td>
<td>Tape &amp; Floor</td>
<td>20 days</td>
<td>Tue 6/18/19</td>
<td>Mon 7/23/19</td>
</tr>
<tr>
<td>213</td>
<td>Prime &amp; Paint - First Coat</td>
<td>10 days</td>
<td>Tue 7/24/19</td>
<td>Mon 8/6/19</td>
</tr>
<tr>
<td>214</td>
<td>Install Interior Door Frames</td>
<td>5 days</td>
<td>Tue 8/7/19</td>
<td>Mon 8/12/19</td>
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<tr>
<td>215</td>
<td>Ceramic Tile and Floor Tile</td>
<td>10 days</td>
<td>Tue 7/24/19</td>
<td>Mon 8/12/19</td>
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<td>216</td>
<td>Millwork installation</td>
<td>10 days</td>
<td>Tue 8/7/19</td>
<td>Mon 8/21/19</td>
</tr>
<tr>
<td>ID</td>
<td>Task Name</td>
<td>Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
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<td>--------------------------------------------</td>
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<tr>
<td>217</td>
<td>Plumbing Fixtures</td>
<td>10 days</td>
<td>Tue 8/2/18</td>
<td>Mon 9/3/18</td>
</tr>
<tr>
<td>218</td>
<td>Ceiling Grid</td>
<td>15 days</td>
<td>Tue 8/2/18</td>
<td>Mon 9/10/18</td>
</tr>
<tr>
<td>219</td>
<td>Lighting and Mechanical Devices</td>
<td>20 days</td>
<td>Fri 8/3/18</td>
<td>Thu 9/27/18</td>
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<td>220</td>
<td>Overhead Inspection</td>
<td>1 day</td>
<td>Fri 9/28/18</td>
<td>Fri 9/28/18</td>
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<td>221</td>
<td>Commissioning</td>
<td>40 days</td>
<td>Mon 10/1/18</td>
<td>Fri 11/23/18</td>
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<td>222</td>
<td>Acoustical Ceiling Installation</td>
<td>10 days</td>
<td>Mon 10/1/18</td>
<td>Fri 10/18/18</td>
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<td>223</td>
<td>Division 10 Items</td>
<td>5 days</td>
<td>Mon 10/1/18</td>
<td>Fri 10/15/18</td>
</tr>
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<td>224</td>
<td>Final Paint</td>
<td>15 days</td>
<td>Mon 10/1/18</td>
<td>Fri 10/19/18</td>
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<tr>
<td>225</td>
<td>Final Concrete Polish</td>
<td>10 days</td>
<td>Mon 10/1/18</td>
<td>Fri 10/19/18</td>
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<td>226</td>
<td>Flooring</td>
<td>10 days</td>
<td>Mon 10/1/18</td>
<td>Fri 10/19/18</td>
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<tr>
<td>227</td>
<td>Door, Interior Glazing, Hardware</td>
<td>5 days</td>
<td>Mon 10/15/18</td>
<td>Fri 10/19/18</td>
</tr>
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<td>228</td>
<td>Test and Balance</td>
<td>10 days</td>
<td>Mon 10/22/18</td>
<td>Fri 11/2/22</td>
</tr>
<tr>
<td>229</td>
<td>Demonstrations</td>
<td>5 days</td>
<td>Mon 10/22/18</td>
<td>Fri 10/26/18</td>
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<tr>
<td>230</td>
<td>Pre-Final Clean</td>
<td>5 days</td>
<td>Mon 10/22/18</td>
<td>Fri 10/26/18</td>
</tr>
<tr>
<td>231</td>
<td>Building Finals</td>
<td>5 days</td>
<td>Mon 10/22/18</td>
<td>Fri 10/26/18</td>
</tr>
<tr>
<td>232</td>
<td>Punch List</td>
<td>21 days</td>
<td>Mon 10/25/18</td>
<td>Mon 11/26/18</td>
</tr>
<tr>
<td>233</td>
<td>Owner Punch List Walk</td>
<td>2 days</td>
<td>Mon 10/29/18</td>
<td>Tue 10/30/18</td>
</tr>
<tr>
<td>234</td>
<td>Incomplete Work Directives Issued To Subs</td>
<td>1 day</td>
<td>Wed 10/31/18</td>
<td>Wed 10/31/18</td>
</tr>
<tr>
<td>235</td>
<td>Subs Complete Test List</td>
<td>10 days</td>
<td>Thu 11/1/18</td>
<td>Wed 11/14/18</td>
</tr>
<tr>
<td>236</td>
<td>Final Clean</td>
<td>3 days</td>
<td>Thu 11/15/18</td>
<td>Mon 11/18/18</td>
</tr>
<tr>
<td>237</td>
<td>Final Punchlist Inspection</td>
<td>5 days</td>
<td>Tue 11/20/18</td>
<td>Mon 11/26/18</td>
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<tr>
<td>238</td>
<td>ADMIN SUBSTANTIAL COMPLETION</td>
<td>0 days</td>
<td>Tue 10/30/18</td>
<td>Tue 10/30/18</td>
</tr>
<tr>
<td>239</td>
<td>Owner FF&amp;E Install</td>
<td>15 days</td>
<td>Wed 10/31/18</td>
<td>Tue 11/20/18</td>
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<tr>
<td>240</td>
<td>Owner Move In</td>
<td>5 days</td>
<td>Wed 10/31/18</td>
<td>Tue 11/18/18</td>
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<tr>
<td>241</td>
<td>Remove Owner Items from Existing Building</td>
<td>10 days</td>
<td>Wed 11/1/18</td>
<td>Tue 11/19/18</td>
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<tr>
<td>242</td>
<td>Demo Existing Admin bldg.</td>
<td>30 days</td>
<td>Wed 11/2/18</td>
<td>Wed 11/30/18</td>
</tr>
<tr>
<td>243</td>
<td>Close Out &amp; Turnover</td>
<td>35 days</td>
<td>Wed 10/31/18</td>
<td>Tue 12/18/18</td>
</tr>
<tr>
<td>244</td>
<td>Review and Mark-up As-Built Plans</td>
<td>15 days</td>
<td>Wed 10/31/18</td>
<td>Tue 11/20/18</td>
</tr>
<tr>
<td>245</td>
<td>Review and Mark-up As-Built Specs</td>
<td>15 days</td>
<td>Wed 10/31/18</td>
<td>Tue 11/20/18</td>
</tr>
<tr>
<td>246</td>
<td>Prepare Closeout Documents</td>
<td>15 days</td>
<td>Wed 10/31/18</td>
<td>Tue 11/18/18</td>
</tr>
<tr>
<td>247</td>
<td>Issue As-Bult and Closeout Documents For Review</td>
<td>10 days</td>
<td>Wed 11/21/18</td>
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<td>Wed 12/12/18</td>
<td>Tue 12/18/18</td>
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<td>Pier or Foundation Reinforcing Steel</td>
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<td>Mon 11/27/17</td>
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<td>252</td>
<td>Drill Plans or Foundation Excavation</td>
<td>15 days</td>
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<td>Mon 12/18/17</td>
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<td>253</td>
<td>MEP Underground Rough In</td>
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<td>Mon 11/15/17</td>
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<td>Slab Prep and Pour</td>
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<td>Mon 11/25/17</td>
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<td>255</td>
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<td>Mon 1/18/18</td>
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<td>256</td>
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<td>257</td>
<td>EncP PEMB including Mezzanine</td>
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<td>258</td>
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<td>Storefront &amp; Glazing Installation</td>
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<td>Fri 4/13/18</td>
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**SAWS Design Build Phase II Master Schedule**

**Teal Construction Company**
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<thead>
<tr>
<th>Task Name</th>
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<th>Finish Date</th>
<th>Duration</th>
<th>Predecessors</th>
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<td>1 day</td>
<td>Fri 2/28/19</td>
<td>Fri 2/28/19</td>
<td>347</td>
</tr>
<tr>
<td>349</td>
<td>Owner Move In</td>
<td>1 day</td>
<td>Mon 2/11/19</td>
<td>Mon 2/11/19</td>
<td>348</td>
</tr>
<tr>
<td>350</td>
<td>Close Out &amp; Turnover</td>
<td>26 days</td>
<td>Fri 3/1/19</td>
<td>Fri 3/15/19</td>
<td>349</td>
</tr>
<tr>
<td>351</td>
<td>Review and Mark-up As-Built Plans</td>
<td>15 days</td>
<td>Fri 3/1/19</td>
<td>Thu 3/28/19</td>
<td>350</td>
</tr>
<tr>
<td>352</td>
<td>Review and Mark-up As-Built Spaces</td>
<td>15 days</td>
<td>Fri 3/1/19</td>
<td>Thu 3/28/19</td>
<td>351</td>
</tr>
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<td>353</td>
<td>Prepare Closeout Documents</td>
<td>15 days</td>
<td>Fri 3/1/19</td>
<td>Thu 3/28/19</td>
<td>352</td>
</tr>
<tr>
<td>354</td>
<td>Issue As-Buils and Closeout Documents For Review</td>
<td>11 days</td>
<td>Fri 3/1/19</td>
<td>Fri 3/15/19</td>
<td>353</td>
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<td>355</td>
<td>Issue Letter to Owner-Job Complete</td>
<td>1 day</td>
<td>Fri 3/15/19</td>
<td>Fri 3/15/19</td>
<td>354</td>
</tr>
<tr>
<td>356</td>
<td>Relocation of Fuel Pumps</td>
<td>62 days</td>
<td>Wed 1/17/18</td>
<td>Thu 1/31/18</td>
<td>355</td>
</tr>
<tr>
<td>357</td>
<td>Coordination &amp; Planning Meetings</td>
<td>7 days</td>
<td>Wed 1/17/18</td>
<td>Mon 1/21/18</td>
<td>356</td>
</tr>
<tr>
<td>358</td>
<td>Demolition of Paving</td>
<td>10 days</td>
<td>Fri 1/18/19</td>
<td>Thu 1/24/19</td>
<td>357</td>
</tr>
<tr>
<td>359</td>
<td>Connection to existing tanks</td>
<td>15 days</td>
<td>Fri 1/25/19</td>
<td>Thu 2/21/19</td>
<td>358</td>
</tr>
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<td>360</td>
<td>Miscellaneous concrete work</td>
<td>15 days</td>
<td>Fri 1/25/19</td>
<td>Thu 2/21/19</td>
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<td>361</td>
<td>Installation of new fuel pumps</td>
<td>5 days</td>
<td>Fri 1/25/19</td>
<td>Thu 1/31/19</td>
<td>360</td>
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<td>362</td>
<td>Canopies</td>
<td>10 days</td>
<td>Fri 1/18/19</td>
<td>Thu 1/31/19</td>
<td>361</td>
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<td>363</td>
<td>ESOC SUBSTANTIALLY COMPLETE</td>
<td>0 days</td>
<td>Thu 2/7/19</td>
<td>Thu 2/14/19</td>
<td>362</td>
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<td>ESOC FINAL COMPLETION</td>
<td>0 days</td>
<td>Fri 3/15/19</td>
<td>Fri 3/15/19</td>
<td>363</td>
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</table>
Exhibit 7

Form of Final GMP Proposal
EXHIBIT 7

FORM OF GUARANTEED MAXIMUM PRICE PROPOSAL

Contract Number: _______________________
Contract Date: _______________________

Date:
Owner: San Antonio Water System
Construction Manager: _______________________

GMP Work Description: _______________________
GMP Tracking Number: _______________________
Design Package(s): _______________________

Construction Manager hereby proposes to Owner, pursuant to the provisions of Section ____ of the Construction Manager at Risk Agreement ("Agreement") with Contract Number and Date as listed above, a Guaranteed Maximum Price ("GMP") for the Design Package(s) referenced above as follows:

1. The proposed not-to exceed amount for the Cost of the Work (including Allowance items approved by Owner, and excluding General Requirements costs which are to be included in the next item below) is: $ ___________________

2. The proposed not-to exceed amount for the General Requirements costs pursuant to the Agreement is: ___________________

3. The portion of the Construction Services Fee (as shown on the Elements of Construction Manager’s Fees, in the Pricing Schedule Exhibit 3) that will be allocated to the Guaranteed Maximum Price on a monthly basis is: ___________________

4. The proposed not-to exceed amount for the Construction Manager's Contingency pursuant to the Agreement is: ___________________

5. TOTAL PROPOSED GMP IS: $ ___________________

(Each line item amount above must exactly match the corresponding summary shown in the TAB 6 GMP Proposal Compensation Breakdown described in Attachment A)

6. Control Estimate established for this GMP $ ___________________
7. Construction Schedule:
   
   a. The date of Substantial Completion for this GMP is ________________.
   
   b. The Scheduled Date of Substantial Completion for the Project is ________________.
   
8. Savings, totaling $______________, that are expected to be realized by Owner as a result of Value Analysis and/or substitution items recommended by Construction Manager under Tab 14.

Construction Manager hereby represents, warrants and guarantees that (i) the amount Owner shall pay for the Work and Services required in and/or reasonably inferable from the Design Package(s) referenced above shall not exceed the GMP amount listed in Line 5 above, and (ii) such Work and Services shall be completed by the proposed date of Substantial Completion for this GMP as listed in Line 6a above.

CONSTRUCTION MANAGER

__________________________________________

By: ______________________________________
Name: [Insert name] (print or type)
Title: [Insert title]

DRAFT
ATTACHMENT A TO EXHIBIT 7

GUIDELINES FOR THE PREPARATION OF THE
GUARANTEED MAXIMUM PRICE PROPOSAL

1. CONTRACT REQUIREMENTS

A) Refer to Section ___ of the Agreement. The provisions of the GMP are defined here and other related requirements are included throughout the Agreement. In the event of irreconcilable conflict between the GMP Proposal and the Agreement, or Construction Documents the interpretation that provides for the higher quality of material and/or workmanship shall prevail.

B) The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Agreement. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by the Owner. In general, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

2. PRE-SUBMITTAL REQUIREMENTS

A) Scope Definition. Prior to submission of the GMP, the Construction Manager shall thoroughly review the Design Package with the Owner, Program Manager and Project Manager to determine if the scope is sufficiently defined and to identify those areas in the Design Package requiring additional scope definition.

B) Schedule. The anticipated Notice to Proceed and Substantial Completion dates for Construction shall be coordinated and approved by Owner.

C) Value Analysis (VA). Proposed Value Analysis items included in the GMP Proposal shall be updated from previously submitted Value Analysis items. The VA schedule shall identify current acceptance and the date of acceptance in an adjacent column. VA items must be resolved and accepted by the Owner at the time of Owner’s acceptance of the GMP Proposal.

D) Pre-submittal Conference. As a part of the Pre-Construction Services Schedule the Construction Manager shall schedule Pre Submittal conferences with the Owner for each required GMP as required to meet Project objectives. Issues regarding the required information to be included in the GMP shall be reviewed to ensure there is a clear understanding of the format and contents of each division of Work to be submitted. Additionally, a review of acceptable General Requirements items, as defined in the Agreement, is required.

3. CONSOLIDATION OF REVIEW COMMENTS
The Owner will provide review comments, if any, in writing on the Construction Manager’s GMP Proposal within five (5) days. The Construction Manager shall, within ten (10) days, provide a response to the Owner’s comments in writing and schedule a conference with the Project Manager and Owner to reach agreement on all discrepancies and finalize a mutual understanding of the GMP to be submitted for Owner’s approval.

4. GENERAL REQUIREMENTS

The GMP Proposals shall be submitted in accordance with the Project Schedule as agreed between the Owner, Project Manager and Construction Manager at the phase specified by the Owner. The GMP Proposals shall be submitted in the format described below. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the Construction Manager and will not be the basis for extending the Scheduled Date of Substantial Completion.

5. GMP PROPOSAL PACKAGE - GENERAL

A) The GMP Proposal shall be bound in 3-ring notebook or spiral notebook (8-1/2" x 11" paper only). The cover and spine of the notebook are to be labeled to clearly show the Project, Design Package and Date of the proposal and is to be entitled “Guaranteed Maximum Price Proposal.” In addition to the bound notebooks, provide two (2) original executed copies secured with a binder clip and not bound into spiral notebooks.

B) In the event that a GMP Proposal is revised and resubmitted, the original date of submission is to be annotated with the word “Revised” and the new submission date indicated below it.

C) All pages within each tab shall be numbered.

6. ORGANIZATION AND CONTENT OF GMP PROPOSAL PACKAGE

The proposal shall be organized in the order described below:

TABLE OF CONTENTS AND GMP PROPOSAL

- List all the following items. Provide a brief summary of the major components within each Tab.
- Guaranteed Maximum Price Proposal (Exhibit __).

TAB 1- Individual’s Authority to Execute GMP Proposal

- Provide a cover sheet affirming or denying that the individual signing the GMP Proposal is the same individual who signed the Agreement.
• If a denial, provide evidence of the individual’s authority as required in Section XIV of the Agreement.

TAB 2 - Summary of GMP Related Work and Services

• Provide a brief summary defining the scope of the Design Package(s) issued for this GMP Proposal.
• Include the description of building type, size, character and general materials.
• Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions affected by other governmental agencies (i.e. right-of-way issues)
• State the proposed Date of Substantial Completion as listed in the GMP Proposal.

TAB 3 - Project Team

• List the various teams and the team members, in graphic and written form, including names, titles, job responsibilities, and contact information.
• Identify all consultants, Subcontractors and major Suppliers on whose bid(s) any portion of the GMP is based.
• Submit Exhibit ____, List of Construction Manager’s Key Personnel, as it relates to the overall project staffing plan.

TAB 4 - List of Documents

• Drawings Index - Drawings shall be organized by listing each sheet number, sheet title and current revision date.
• Specification Index:
  1. Provide a detailed listing of all Specification sections describing the Project.
  2. Each specification shall be organized by CSI Division format listing each Specification section number, title and current revision date.

TAB 5 - Qualifications and Exclusions

• Qualifications - A summary of all qualifications and assumptions organized by Drawing sheet number or by Specification sections to match those in TAB 4.
• Exclusions - A summary of exclusions organized by Drawing sheet number or by Specification section.

TAB 6 - GMP Proposal Compensation Breakdown

• Provide a compensation breakdown in separate subsections for each of the following:
1. Cost of the Work less General Requirements costs based on anticipated subcontracts organized by subcontract bid package and within each bid package by CSI Division.
2. Cost of allowable General Requirements Line Items with estimated quantities, unit cost and extended amounts for each item.
   - Provide a comparison of the GMP proposal to the Control Estimate illustrating each affected line item, GMP cost, Control Estimate Cost, variance, and comment.

TAB 7 - Master Project Schedule (Summary Level)

- The summary level schedule shall be submitted electronically on a CD as a Gantt chart report showing the activity identification, activity name, original duration, early start, early finish, late start and late finish column titles, and shall be a complete Primavera P-6 compatible file within the GMP Proposal.

- Schedule Requirements
  1. The schedule shall comply with the requirements of the Specifications.
  2. The schedule shall be a computer generated CPM schedule developed in Primavera Version P-6 software.
  3. The schedule shall include detailed, logic driven activities for all construction activities.

TAB 8 - Bid/Proposal Package Strategy

- The Construction Manager shall provide a written bid/proposal package strategy for procuring subcontracts, including self-performance Work.

TAB 9 – Schedule of Values

- The Construction Manager shall provide a Schedule of Values in accordance with the Agreement.

TAB 10 - SMWBE Plan

- Complete the attachments required by Exhibit ____ of the Contract.
- For all first and second tier subcontractors currently under contract or anticipated to be contracted with, provide the information required in Exhibit ____.
- A completed SMWBE Subcontracting Plan shall be delivered to Owner at the time of final subcontracting buyout.

TAB 11 - Labor Burden Rates

- Provide Labor Burden Rates for Construction Manager’s General Requirements labor and for each trade category for each Subcontractor and Sub-subcontractor.
TAB 12 - Payment and Performance Bonds

- Provide fully executed Payment and Performance Bonds in the form required in Exhibit __.

TAB 13 - Responses to Review Comments

- For resubmitted GMP Proposals, include all review comments provided by the Owner regarding the GMP or GMP re-submittal.
- For each submittal the Construction Manager shall provide a written response below each original comment, stating the appropriate response to the issue and include that documentation in this section. A re-submittal may not be forwarded to Owner without responses to the previous review comments, which shall be included under this TAB 13.
- Any proposed deviations from the provisions or processes described in the Contract, contained in this Proposal, must be approved in writing by the Owner and included herein.

TAB 14 - Additional Value Analysis (VA) and/or Substitution Proposals

- The Construction Manager may include an additional list of unapproved VA items that, if accepted, would result in a reduction of the GMP. Each item is to include a description and related cost savings as well as describe any impact on the scheduled Date of Substantial Completion, and shall also stipulate a date by which the Owner must accept such item without causing delay or reduction of the savings.
- Provide a detailed description and estimated cost savings for substitutions related to the Work included in the GMP that have not been approved through the substitution approval process. Include a schedule for review and approval of each substitution item as required to maintain the Project Schedule.
Exhibit 8

Bond Forms
EXHIBIT 8

PAYMENT, PERFORMANCE AND SECURITY BOND FORMS

Owner’s Payment Bond (2 Pages), Performance Bond (2 Pages) and Security Bond (2 Pages) Forms are attached to this coversheet.
EXHIBIT 8.1

PAYMENT BOND

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF _______________ §

THAT WE, __________________________, as Principal, hereinafter called “Principal” and the other subscriber hereto, a corporation organized and existing under the laws of the State of ______________, licensed to business in the State of Texas and admitted to write bonds, as Surety, hereinafter called “Surety,” do hereby acknowledge ourselves to be held and firmly bound to the San Antonio Water System, “Owner,” in the sum of _________________ ($_______) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has on _________________, executed Contract No. _________________ in writing with Owner for construction of Phase 2 of Owner’s Service Center Project in San Antonio, Texas (the “Project”), which Contract is hereby referred to and made a part thereof as fully and to the same extent as if copied at length herein, including but not limited to the dispute resolution procedures provided therein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.
IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation) __________________________________________
WITNESS: (if not a corporation) ____________________________ (Name of Contractor)

By: _______________________________ By:______________________________
Name: _______________________ Name: _______________________
Title: _______________________ Title: _______________________
Date: _______________________ Date:  _______________________

ATTEST/WITNESS (SEAL)

_____________________________________(Full Name of Surety)

By:________________________________ ____________________________________
Name:  _______________________ (Mailing Address of Surety for Notice)
Title:  _______________________ ____________________________________
Date:  _______________________ ____________________________________

______________________________________
(Physical Address of Surety)

______________________________________
______________________________________
______________________________________

Phone Number of Surety: __________________________

By:________________________________
Name: __________________________
Title: __________________________
Date: __________________________
EXHIBIT 8.2

PERFORMANCE BOND

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF _______________

THAT WE, ________________________________, as Principal, hereinafter called “Contractor,” and the other subscriber hereto ________________________________, as Surety, do hereby acknowledge ourselves to be held and firmly bound to San Antonio Water System, “Owner,” in the sum of _________________ ($_______) for the payment of which sum, well and truly to be made to Owner and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on _________________, executed Contract No. _________________ in writing with Owner for Phase 2 of Owner’s Service Center Project in San Antonio, Texas (the “Project”), in which such work to be done as set out in full in said Contract Documents therein referred to are adopted by the Owner, all of which are made a part of this instrument as fully and completely as set out in full herein, including but not limited to the dispute resolution procedures provided therein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents, including but not limited to the plans and specifications contained therein referred to herein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more fully set forth herein. The Surety understands and agrees that the provision in the Contract that Owner shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Owner’s benefit, and Owner shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree. Provided, however, the preceding sentence shall not affect the surety’s rights to collect such sums as are actually retained by the Owner, to the extent such sums are due under the Contract and applicable law. It is further expressly agreed by Surety that Owner or its representatives are at
liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. It is further expressly agreed an understood that the Contractor and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense (including attorneys fees), or damage arising out of or in connection with the work done by the Contractor under the Contract.

This bond and all obligations created hereunder shall be performable in _____________ County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation) __________________________________________
WITNESS: (if not a corporation) ____________________________ (Name of Contractor)

By: _______________________________ By: _______________________________
Name: _______________________ Name: _______________________
Title: _______________________ Title: _______________________
Date: _______________________ Date: _______________________

ATTEST/WITNESS (SEAL) __________________________________________
(Full Name of Surety)

By: __________________________________________
Name: _______________________ (Mailing Address of Surety for Notice)
Title: _______________________ Date: _______________________

(Physical Address of Surety)
Phone Number of Surety:
(____)________________

By: _____________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________
Surety Bond No. ______________________

STATE OF TEXAS §

COUNTY OF ______________________ §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, ________________________________________________, as Principal, and hereinafter called the Principal, and ________________________________________________, as Surety, and hereinafter called the Surety, are held and firmly bound unto San Antonio Water System, as Obligee, and hereinafter called the Obligee in the penal sum amount of $______________, the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has entered into a Design-Build Services Agreement (“Agreement”) with Obligee in connection with the Service Center, Phase 2 (the “Project”), under the terms of which said Principal is obligated to timely submit to the Obligee one or more Guaranteed Maximum Price Proposal(s) to establish one or more Guaranteed Maximum Prices (“GMP(s)”) for all Services and Work required under the Agreement, the total of which shall result in a final GMP for the Project, and

WHEREAS, upon the Obligee’s Approval(s) of the Principal’s GMP Proposal(s), and Principal’s receipt thereof, Principal is obligated to execute one or more GMP Amendment(s) establishing the GMP(s), and a Final GMP pursuant to the Approved GMP Proposal(s), and to thereafter to submit to the Obligee statutory payment and performance bonds for the total amount of the Final GMP in a timely manner, as required under the Agreement;

NOW THEREFORE, if Principal shall, in a timely manner and as required under the Agreement:

(i) submit one or more GMP Proposals as required by the Agreement for all Services and Work required under the Agreement; and

(ii) execute and deliver to the Obligee, within ten (10) days after receipt of Obligee’s Approval of each such GMP Proposal, a GMP Amendment in the same form as required by the Agreement to establish each such GMP and a Final GMP for all Services and Work required under the Agreement; and
(iii) thereafter submits to the Obligee the statutory payment and performance bonds for the Project based on the Final GMP, as required by the Agreement, or

(iv) if the Principal shall subsequently cure any failure on the part of said Principal to timely execute and deliver to Obligee the foregoing GMP Proposal(s) and GMP Amendment(s) and Payment and Performance Bonds, within ten (10) days after Obligee’s written notice of such default to the Principal and Surety, then,

this obligation shall be null and void, otherwise to remain in full force and effect. Principal’s failure either to perform in a timely manner or remedy any default within the cure period referenced herein shall entitle Obligee to immediate payment of the full penal sum of this Security Bond without further notice.

SIGNED, SEALED and DATED this _________ day of __________________________ in the year.

(SEAL) Principal

ATTEST:
By: ____________________________ By: ____________________________
(Typed Name and Title) (Typed Name and Title)

(SEAL) Surety

ATTEST:
By: ____________________________ By: ____________________________
(Typed Name and Title) (Typed Name and Title)
Exhibit 9

Project Management Plan
Service Center Facilities Program
For
San Antonio Water System
San Antonio, TX

Project Management Plan (PMP)
For
Phase II: Design/Build ESOC and NWOC

Version 1.2
November 2016

Program Manager
Central Area Office
12902 Elmington Drive
Cypress, TX 77429
281-376-2190, fax 281-376-2178
www.apsicm.com
TABLE OF CONTENTS

TABLE OF CONTENTS 3

SECTION 1 - OVERVIEW 5

SECTION 2 - SCOPE OF WORK 6
  2.1 SAWS Service Centers Facilities Program 6
  2.2 Program Manager 6

SECTION 3 - COMMUNICATIONS PLAN 8
  3.1 Contacts 8
  3.2 Initial Meetings with Owner and Program Manager 8
  3.3 Other Contractors 9

SECTION 4 - PROGRAM MANAGER TEAM ORGANIZATION 10
  4.1 Organizational Chart 10
  4.2 Roles, Responsibilities and Authorities of Organization 10
  4.3 KEY Staff Responsibilities 11

SECTION 5 - RESERVED FOR INTERNAL USE 15

SECTION 6 - REQUIREMENTS, PROCEDURES AND PLANS FOR DB FIRM'S PERFORMANCE OF SERVICES AND WORK 16
  Requirements, CPM S, CAD/BIM and Plans 16
  Procedure A: Construction Change Directives 25
  Procedure B: applications FOR PAYMENT 25
  Procedure C: Monthly Reporting & Schedule Updating 26
  Procedure D: Correspondence & Transmittals 27
  Procedure E: Requests for Information 27
  Procedure F: Submittals 28
  Procedure G: Actions and Issues Tracking 28
  Procedure H: As-Builts Document Management 29
  Procedure I: Quality Control 30
  Procedure J: Safety Procedures 32
SECTION 7 - RESERVED FOR INTERNAL USE

SECTION 8 - APPENDIX
A  Program WBS 35
B  Definitions 36
C  Reports and Forms 37
1.  Project/CWBS Variance Report (XL template form) 37
2.  Pay Request Form (XL template form) 38
3.  Design-Build Firm's contingency Request Form (W template form) 41
5.  Construction Change Directive Form 42
SECTION 1 - OVERVIEW

Objective and Purpose
The objective of the Project Management Plan (“PMP”) is to provide uniformity in the application of project management practice, from the top owner level, for each project within the SAWS Service Centers Facilities program. APSI, SAWS’ Program Manager, has developed this PMP based on the Project Management Institute’s “Guide to the Project Management Body of Knowledge” (PMBOK® Guide) to provide broad overarching guidance for the development of Design-Build Services Agreement-specific PMPs and staff training in the general management of programs and projects.

This tailored SAWS Service Centers Facilities PMP applies to all projects managed by, subcontracted and/or performed by Program Manager on this program, to Program Manager team personnel, and third party contractors who join the program via specific project contract awards for services by SAWS.

This PMP delineates the project organization, the elements of Owner’s and Program Manager’s team, organizational and systems tools/support, and provides guidance on the management processes and procedures for this specific Design Build Services Agreement. This PMP will be updated in the future as additional contractors are added by SAWS for program works. At that time those members, roles, responsibilities, and authorities will be added to this document.

Definitions of terms not already defined in the Design-Build Services Agreement but that are used in this PMP are contained in Appendix B. In the event there is any inconsistency or disagreement between the Design-Build Services Agreement and this PMP, the Design-Build Services Agreement shall control. For purposes of clarification any process or procedure provided for in this PMP is to be considered as being in addition to the requirements of the Design-Build Services Agreement and shall not in any way supplant the requirements of the Design-Build Services Agreement.
SECTION 2 – SCOPE OF WORK

2.1 SAWS SERVICE CENTERS FACILITIES PROGRAM

The Service Center Facilities Program (as defined herein) includes all aspects of the Owner’s Program for the planning, development, engineering and design, procurement, demolition, renovation and construction of facilities and improvements related to the Projects, including but not limited to all program management services, project management services, architectural and engineering services, geotechnical, environmental, commissioning and other consulting services, and construction services in support of the Service Center Facilities Program.

The Program is a multi-year progressive development of 6 service center facility sites which is anticipated to be performed in five sequential project phases. The second phase, Phase II, is as follows:

Phase II – East Side Operations Center and North West Operations Center Projects

(a) East Side Operations Center Project. The East Side Operations Center ("ESOC") is to be designed and constructed in Phase II. It consists of a service center operations facility located on an existing site of Owner. The ESOC will be comprised of a minimum of two (2) new buildings and the renovation of an existing crew quarters area, parking, and other site improvements, all of which are to be described and depicted with more particularity in the ESOC DCP.

(b) North West Operations Center Project. The North West Operations Center ("NWOC") is to be designed and constructed in Phase II. It consists of a service center operations facility located on an existing site of Owner. The NWOC will be comprised of a minimum of one (1) new building, parking, and other site improvements all of which are to be described and depicted with more particularity in the NWOC DCP.

Phase II shall be designed and constructed in accordance with LEED 2009 New Construction and Major Renovations, such that these Program Phases achieve at least an equivalency of “Silver” certification by the USGBC and GBCI.

Phase II will undergo third party commissioning, performed by Program Manager, supported by the DB firm. In accordance with the Design-Build Services Agreement, a certificate of Final Completion shall not be issued until all that third party commissioning is successful.

2.2 PROGRAM MANAGER

The Program Manager has the obligation to assist the Owner in the oversight and management of the Service Center Facilities Program, and has authority to manage and communicate with the DB firm on Owner’s behalf in accordance with the Program Management Services Agreement. Unless otherwise directed by Owner, the communications of the DB firm with respect to the Services and Work shall be directed to the Program Manager, who shall be the single point of contact to Owner for the DB firm and DB Firm Personnel provided, however, nothing in this PMP shall be construed to limit or restrict the right of Owner to communicate directly with a DB firm at any time. All communications from the Program Manager or the Owner that direct any revisions to schedule cost, or scope in the DCP, or previously approved drawings or construction documents, or material changes or substitutions, shall be logged in a log called the “Program refinement Log” by the DB firm.
Firm and reviewed by the Owner prior to acceptance or implementation of any such directive by the DB Firm.
SECTION 3 – COMMUNICATIONS PLAN

3.1 CONTACTS
Following are the main contacts on the project team. This list should be updated as necessary.

Owner:
San Antonio Water System (SAWS)
2800 US Hwy 281 North
San Antonio, TX 78212

- SAWS Project Manager: Julie Valadez, RA, AIA, Julie.Valadez@saws.org, (210) 233-3078

Program Manager:
APSI Construction Management
12902 Elmington Drive, Cypress, TX 77429

- Project Executive: Robert Morse, robert.morse@apsicm.com, 713-301-9157
- Sr. Project Manager (SPM): Steve Gatto, steve.gatto@apsicm.com, 830-431-1116
- Architectural Representative: Jim Sterner, RA, AIA, jsterner@munoz-co.com, 210-349-1163

DB Firm:
Teal Construction Company
19115 FM 2252 Ste.3
Garden Ridge, TX 78266

- Project Executive: Thad Miner, thadminer@tealcon.com, 210-714-5482
- Design Lead: Robert Moritz, robertmoritz@dhrarchitects.com, 210-308-0080
- ESOC Site Manager: Wes Chapman, weschapman@tealcon.com, 281-761-9883
- NWOC Site Manager: Eddie Vargas, edwardvargas@tealcon.com, 210-389-8264
- QC Lead: Jason Hogue, jasonhogue@tealcon.com, 832-578-9093
- Project Controls/Schedule Lead: Jason Hogue, jasonhogue@tealcon.com, 832-578-9093

3.2 INITIAL MEETINGS WITH OWNER AND PROGRAM MANAGER

Within seven (7) days of Notice to Proceed with Design Services, the DB firm shall meet with the Owner and PM to introduce all key personnel, become familiar with the communication protocol for the Project, and receive training in access and use of the CPMS. The communication protocol process/procedure shall be provided in writing and the DB firm staff shall receive training on it, specifically:

- the process for oral and written communications,
- proper points of contact and copies for major topics,
- CPMS use to further the communication process and to automatically perform proper distribution,
- Reviewing and establishing drawing exchange protocols CAD & BIM standards,
- Process to upload Project correspondence, documentation, and submittals in the project records (document control within the CPMS)
- formal plans and processes to be developed and followed in the Project,
• Tracking of any deviation from the DCP in the Program Refinement Log

PROJECT and DCP REVIEW MEETINGS

Within seven (7) days of Notice to Proceed, the DB firm shall attend initial meetings with Program Manager and Owner as necessary to fully understand the Owner’s scope and DCP. In connection with such efforts, the Design-Build Firm shall provide the following:

- cost savings opportunities such as costs of alternative materials or designs, that would benefit the Project
- methods of verification for determining that the requirements and responsibilities of the DB Firm and all Program requirements in the DCP are accurately incorporated into the IGMP and Drawings and Specifications
- Subcontracts and any other Design-Build Services Agreement documents associated with the performance of Work in connection with the Project.
- Template and schedule for the next deliverable: DCP Acceptance and Design Approach Submittal Report

3.3 OTHER CONTRACTORS

As additional contractors are added to the Project or to the program by SAWS, the PM or the DB firm (such as for FF&E, specialty contractors, etc.), the contact information shall be provided to the APSI Senior Project Manager (SPM) within 10 days and this contact information shall be added by the SPM or Program Manager team as the SPM authorizes and directs. This shall be updated in Projectmates so that the Project contact list is current and relevant.
SECTION 4 - PROGRAM MANAGER TEAM ORGANIZATION

4.1 ORGANIZATIONAL CHART

4.2 ROLES, RESPONSIBILITIES AND AUTHORITIES OF ORGANIZATION

The project team key/lead personnel and functional assignments are shown below.

<table>
<thead>
<tr>
<th>KEY PERSONNEL</th>
<th>PROJECT ROLE</th>
<th>FIRM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Valadez</td>
<td>SAWS Project Manager</td>
<td>SAWS</td>
</tr>
<tr>
<td>Steve Gatto</td>
<td>Senior Project Manager (SPM)</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Jim Sterner</td>
<td>Architectural Representative</td>
<td>Munoz &amp; Co.</td>
</tr>
<tr>
<td>Jason Hogue</td>
<td>DB firm Project Manager</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Robert Moritz</td>
<td>DPOR Project Manager</td>
<td>DHR Architects</td>
</tr>
<tr>
<td>Ed James Carleton</td>
<td>DPOR Project Architect</td>
<td>DHR Architects</td>
</tr>
<tr>
<td>Wes Chapman</td>
<td>ESOC Superintendent</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Eddie Vargas</td>
<td>NWOC Superintendent</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Jason Hogue</td>
<td>CPMS/Document Control Coordinator</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Jason Hogue</td>
<td>ESOC QC Lead</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Jason Hogue</td>
<td>NWOC QC Lead</td>
<td>Teal Construction</td>
</tr>
<tr>
<td>Ziggy Garcia</td>
<td>Safety Officer</td>
<td>Teal Construction</td>
</tr>
</tbody>
</table>
4.3 **KEY STAFF RESPONSIBILITIES**

**Program Manager SPM – Steve Gatto**

The SPM is the senior program manager staff member at the Project sites, responsible for the performance of all Program Manager team personnel on the Project and for proper planning, coordination, and successful completion of all Design-Build Services Agreement activities for SAWS. The SPM is designated as the primary liaison of Program Manager team personnel with Project Manager or Owner and other SAWS groups, especially security and operations. As the primary liaison between the DB firm and SAWS, at a minimum, the SPM is directly responsible to the SAWS Project Manager and to the SAWS Contracting Officer for:

- Timely and accurate delivery of all DB Design-Build Services Agreement deliverable
- Design/construction and quality oversight
- Developing, managing and maintaining the Program master schedule
- Performing managing and reporting on all Owner’s inspections
- CPMS setup, oversight and operation and ensures formal submittals are filed in CPMS by DB firm and only proper parties are allowed access
- Deciding, with Owner input, when CPMS material can be archived
- Ensuring that all RFI’s, ASKs, Submittals, Change Requests, Orders/RFPs, Application for Payments and other key documents are processed through CPMS
- Assisting the SAWS SMWB office with the firm’s compliance with SMWB goals
- Coordinating and distributes meeting agendas and action item/decision result memos and posts on CPMS
- Coordinating and distributes meeting agendas and action item/decision result memos for CCB meetings
- Managing Construction Change Directives including CCD tracking, recording, analysis, and reporting.
- Producing Program Manager’s Monthly Report and Overall progress reports
- Ensuring receipt of and providing review/approval of DB firm’s schedule submissions
- Ensures receipt of and provides review/approval of DB firm’s pay requests
- Performing regular safety compliance review and reporting on field efforts and issuing stop notices as appropriate
- Supporting briefings to senior SAWS executives, EMT, CCB and Board by Project Manager or Owner
- Overseeing and coordinates Substantial completion inspections and prepares and monitors “punch list”
- Developing, managing and maintaining the Commissioning Plan and oversees commissioning and PM’s commissioning agent for the Program
- Conducting a Final Completion inspection, and submits a report to Owner confirming Final Completion of the Project.
- Developing, managing and maintaining the Warranty Plan for the Program
- Coordinating of FF&E installation
- Developing plan for move logistics, sequencing, and completion and coordination of all moves
- Providing ongoing implementation recommendations to SAWS.

And all other items as required by the Program Management Services Agreement with the Owner

**DB firm Project Executive – Thad Miner**

- Overall responsibility for the project.
- Coordinate, oversee and manage the design team during the project design.
• Develop and oversee the Quality Control Program.
• Ensure timely and accurate delivery of all Design Build Services Agreement deliverables.
• Work in conjunction with the Project Superintendents to develop and manage the Project Schedule.
• Oversee the Project Safety Program.
• Prepare and submit all applications for payment.
• Ensure all closeout requirements are submitted in a timely manner.
• Develop and implement all required Project Management plans.
• Ensure timely and accurate delivery of all required reports.
• Oversee all procurement activities to include selection and award of all subcontracts and purchase orders.
• Manage job cost controls and monitor the project budget to ensure it is maintained.
• Conduct monthly Project Manager meetings with all subcontractors.
• Serve as the primary point of contact between SAWS, APSI, DPOR and all subcontractors.
• Spearhead all Value Engineering efforts on the project.

DB firm Project Manager - Jason Hogue
• Overall responsibility for the project.
• Coordinate, oversee and manage the design team during the project design.
• Develop and oversee the Quality Control Program.
• Ensure timely and accurate delivery of all Design Build Services Agreement deliverables.
• Work in conjunction with the Project Superintendents to develop and manage the Project Schedule.
• Oversee the Project Safety Program.
• Prepare and submit all applications for payment.
• Ensure all closeout requirements are submitted in a timely manner.
• Develop and implement all required Project Management plans.
• Ensure timely and accurate delivery of all required reports.
• Oversee all procurement activities to include selection and award of all subcontracts and purchase orders.
• Manage job cost controls and monitor the project budget to ensure it is maintained.
• Conduct monthly Project Manager meetings with all subcontractors.
• Serve as the primary point of contact between SAWS, APSI, DPOR and all subcontractors.
• Spearhead all Value Engineering efforts on the project.

DPOR Project Architect - Ed James Carleton
The DPOR Project Manager is the lead day to day manager of the design consultants and design activities. The
DPOR PM reports to the DB firm Project Manager and is the primary liaison with the construction team. The
DPOR PM is responsible for:
• Managing and maintaining the schedule for design activities and deliverables.
• Schedule planning and coordination work sessions with design consultants. Coordinate participation
  with DB team and Owner representatives as appropriate.
• Oversight of all design and design/construction related activities.
• Develop recommended agenda for design presentations and reviews.
• Responsible for accurate delivery of drawings and specifications for review sessions and project
delivery milestones.
• Ensures that all project process documents (RFI’s, ASKs, ASIs, Submittals, DB-internal change orders,
etc.) are properly prepared and submitted for processing.
• Coordinate Design Team activities regarding constructability review with the SPM.
• Manage Design Team cost control activities with the SPM.
• Lead preliminary plan review meetings and permit response activities – coordinate with the SPM.
• Prepare Design Team progress reports.
• Participate in briefings to SAWS representatives as directed by the SPM.
• Coordinates and checks action item/decision memos with design team consultants for compliance.
• Attends all design and construction coordination conferences and schedules design team consultant
participation as requested by SPM.
• Manages sustainability design efforts and coordinates with construction team.
• Oversees FF&E related activities.
• Provides recommendations as requested to SPM and SAWS representatives on design and project process.
• QC coordination during the design phase
• Participate in all LEED Workshops, perform all LEED services and prepare LEED Equivalency Plan in accordance with the Design Build Services Agreement.
• Ensures that all shop drawings and submittals are reviewed for compliance with the DCP.

DPOR Lead Designer - Robert Moritz
The DPOR Lead Architect is the lead day to day architect focused on the design of the project in terms of program adherence, compliance with DCP criteria, aesthetics and cost effectiveness. The DPOR Lead Architect reports to the DPOR Project Manager and coordinates with the design and construction team staff. The DPOR Lead Architect is responsible for:
• Supporting the DPOR PM in the effort to thoroughly understand the functional program requirements for the project and confirm with Design Team consultants.
• Overall design of the project to comply with program requirements and DCP criteria.
• Design leadership to integrate and coordinate building design with building systems and materials.
• Development of design strategies to control the cost of the project in coordination with Design-Build Team members.
• Preparation and participation in presentations on design to Owner representatives.
• Management of contract document preparation in coordination with DPORPM.
• Coordinates sustainability goal implementation in design of project components.
• Participate in all LEED Workshops and coordinate with the Project Architect to prepare LEED Equivalency Plan in accordance with the Design Build Services Agreement.
• Participates in design questions and coordination related to but not limited to RFI’s, ASKs, ASIs, Submittals, DB-internal change orders, Owner initiated CCDs in support of Design Team construction inspector and Construction Team personnel.
• Supports Design Team Quality Control Lead in project reviews, checks and constructability reviews.
• Assists in final punch lists and completion activities of project.

DB firm’s Superintendents - Wes Chapman (ESOC) & Eddie Vargas (NWOC)
• Manage the day-to-day operations of the project.
• Responsible to get the job built efficiently, on time and in a safe manner for all involved, consistent with the quality of work expected by SAWS.
• Ensure the constant flow of personnel and materials.
• Planning and implementing site mobilization and utilization; establishing site services, temporary utilities, trash removal, survey and security services.
• Direct the activities of the field engineering personnel.
• Coordinating and managing subcontractors.
• Managing the labor force, including accurately coding on-site costs and controlling them. Focusing on man-hours as well as overall budget cost.
• Planning the whole construction process with the project manager from start-up to completion and establishing the schedule with him.
• Directing and controlling all construction means and methods so the job is constructed according to the objectives in terms of quality, time, safety and budget.
• Responsible for the job site safety and quality control programs.
• Conducting jobsite meetings, including but not limited to weekly superintendent’s meetings with subcontractors and weekly safety meetings.
• Maintaining a daily log of major activities and problems and keeping the project manager aware of them, especially noting unusual events.
• Timely updating of on-site hardcopy project record drawings as needed (for end of contract incorporation by DPOR into an electronic set for submittal to Owner).
• Establishing a cooperative atmosphere with subcontractors, as well as the owner, architect and engineer.
• Conduct constructability reviews during the design phase.

DB firm CPM S/Document Control Coordinator - Jason Hogue
SAWS PM Services  
Service Centers Facilities  
Project Management Plan  
Phase II: Design/Build ESOC and NWOC

- Solely responsible for all updates to and management of the DB Firm’s documentation in the CPMS and shall coordinate with the SPM and ensure accurate and timely processing and updating to the CPMS of all Project documentation throughout both the Design and Construction Phases.
- Updates shall include all requirements of the DB contract as well as, but not limited to: project progress photos; DPOR deliverables and approvals, cost reporting; project schedules; cost budget management; resource allocation; RFI/ASK/ASI submittal transaction recording, CCD tracking, pay request tracking, shop drawing submittals, quality management; and all other documentation associated with the Projects, Cost and schedule performance reporting in Owner-provided CPMS such as Earned Values for Services and Work against the Approved Schedule of Values, with status updates to the Approved Project Schedule, and cost/time responses.

DB firm Quality Control Lead - Jason Hogue

- Responsibilities will include the administration of the quality control program.
- Ensures personnel and subcontractors assigned to quality control are in place to guarantee a correctly constructed product.
- Interfaces with SAWS or architects, quality control staff and project supervision to ensure specification and document requirements are adhered to.
- Directs the Request for Information (RFI) procedure to achieve timely answers to subcontractor and vendor
SECTION 6 – REQUIREMENTS, PROCEDURES AND PLANS FOR DB FIRM’S PERFORMANCE OF SERVICES AND WORK

Notwithstanding any process described below, if the DB firm desires to make a substitution for whatever reason that significantly alters or does not conform with approved CD documentation and/or the DCP, they must submit the substitution to SAWS for permission via the Action ad Issues Tracking procedure G, but otherwise should process via the RFI/ASK/submittals procedures (but still flagging substitutions when proposed or approved).

REQUIREMENTS, CPMS, CAD/BIM AND PLANS

Table A: PLAN AND MANUAL DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>Para number</th>
<th>Plan/Manual</th>
<th>Initial due date</th>
<th>Update date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1.5</td>
<td>Quality Control Plan</td>
<td>For negotiations</td>
<td>Prior to construction NTP</td>
</tr>
<tr>
<td>6.1.6</td>
<td>Cost Control Plan</td>
<td>With CDRL 2</td>
<td>Updated with Final GMP</td>
</tr>
<tr>
<td>6.1.7</td>
<td>Materials &amp; Equipment Mgmt Plan</td>
<td>With Final GMP</td>
<td>If required during construction</td>
</tr>
<tr>
<td>6.1.8</td>
<td>Health &amp; Safety Plan</td>
<td>For negotiations</td>
<td>Prior to construction NTP</td>
</tr>
<tr>
<td>6.1.9</td>
<td>Emergency Response Plan</td>
<td>With Final GMP</td>
<td>If required during construction</td>
</tr>
<tr>
<td>6.1.10</td>
<td>Project Site Logistical Plan</td>
<td>With IGMP, initial proposed plan to be included during negotiations, Final with the Final GMP</td>
<td>With Final GMP and as required during construction</td>
</tr>
<tr>
<td>6.1.11</td>
<td>Permitting Plan</td>
<td>With CDRL 2</td>
<td>Updated each design submittal</td>
</tr>
<tr>
<td>6.1.12</td>
<td>Risk Mgmt &amp; Mitigation Plan</td>
<td>With Final GMP</td>
<td>Prior to construction NTP</td>
</tr>
<tr>
<td>6.1.13</td>
<td>DB firm Procedures Manual</td>
<td>With CDRL 2</td>
<td>Updated each design submittal</td>
</tr>
<tr>
<td>Exhibit 10</td>
<td>LEED Equivalency Plan</td>
<td>Per Design Build Services Agreement</td>
<td>Per Design Build Services Agreement</td>
</tr>
</tbody>
</table>

6.1 Project Management. The DB firm will perform its Services and Work and manage the Project in accordance the Design-Build Services Agreement and with the following plans, procedures, guidelines and protocols:

6.1.2 Project Management Plan. DB firm will comply with the requirements and processes/procedures of the PMP, as developed and updated by Program Manager and approved by the Owner, for the organized and proper management of the Project. DB firm shall cooperate with Program Manager in the implementation of the PMP as it relates to the Project, with the objective of maintaining orderly and proper communication, proper document control, and compliance with the scope of the plans listed in Table A., for quality, expedited delivery of the Project.

6.1.3 Use of the CPMS. The DB firm and DB firm Personnel shall use the CPMS, as specified by the Owner and implemented by Program Manager, to provide Owner, Program Manager, and their representatives real time access to all Project information, oversight of all Project data, and general communications throughout the completion of the Project. DB firm has included in its General Conditions the cost of licenses for the appropriate number of users (seats) for its use of the CPMS as required by the Design-Build Services Agreement. DB Firm shall comply with the requirement of Article III.B.(1)(d)(vii) of the Design-Build Services Agreement regarding CPMS Meeting and Training.
Program Manager will oversee and review all Project documentation in this system.

The DB firm and other contractors shall use the CPMS maintained by Program Manager. The DB firm shall, without exception, process and track prior to final approval and throughout final sign off, all RFIs, submittals, ASIs, ASKs, official correspondence, pay requests, complete design submittals, and current construction drawings and specifications through the CPMS. Responses from within the DB team, from the DPOR, from the Program Manager, Architectural Representative, and/or from SAWS will be transmitted via the CPMS.

6.1.4 Use of CAD and BIM Technology. The DB firm shall use and apply computer-aided design (CAD) standards, symbology, and compatibility requirements and building information modeling (BIM) shared file systems, and shall submit their firm’s CAD/BIM manual, which shall be a referenced supporting document of the PMP, once the DB firm is awarded. DB firm shall provide to the Project Team, free of charge, electronic access to use and make copies of BIM data and electronic files of Construction Documents, subject to their prior execution and compliance with the BIM Protocols (Exhibit 2 to the Design-Build Services Agreement), with respect to such data and electronic files, in accordance with the confidentiality restrictions set forth in Section VII.A.5 (Confidentiality) of the Design-Build Services Agreement.

The DB firm shall comply with the BIM Protocols (Exhibit 2 to the Design-Build Services Agreement), and maintain and make available to the Project Team, at no additional cost, access to and the use of the data maintained in the BIM, to expedite, manage and coordinate the transfer and exchange of technical data, construction cost estimating and scheduling information among the Project Team with a view toward early identification and resolution of design conflicts, inconsistencies, and interface issues, to update the Control Estimate and Project Schedule where shown in Exhibit 11 (Contract Data Requirements List) and for the Final GMP.

DB firm shall use the CPMS system to coordinate and facilitate transfer to Owner of the complete BIM model and As-Built Drawings in electronic native CAD format and in PDF printable format, in accordance with the Design-Build Services Agreement.

6.1.5 Quality Control Plan. The DB firm will develop and submit its comprehensive Quality Control Plan to the Program Manager for review and Approval which must be obtained and Approved before issuance of the Owner’s Notice to Proceed. The DB firm shall make such improvements in its Quality Control Plan as required by Program Manager and as necessary to comply with the PMP and the Design-Build Services Agreement prior to issuance of Owner’s Notice to Proceed with the Design or Construction Phases. This plan will at a minimum describe and/or include:

a) DB firm’s key personnel, as designated in DB firm’s Staffing Plan (Exhibit 5 of the Design-Build Services Agreement), responsible for Quality Control during the Design and Construction Phases of the Project.

b) Performance of quality control of documents during the design stage including timing/ frequency and all parties involved in internal peer review sessions.

c) Process in which and frequency that drawing/spec discipline coordination is reviewed, monitored, and reported in both Design and Construction Phases, and the corrective
action to remedy any conflicts between disciplines while maintaining the Project Schedule;

d) Process in which and frequency that errors are reported, and how corrections are accomplished and confirmed in both Design and Construction Phases, and the corrective action to remedy such errors while maintaining the Project Schedule;

e) Process in which standard drawing symbols, specification terms, and discipline drawing coordination/conformance will be established, maintained and achieved in deliverables in both Design and Construction Phases;

f) Process(es) used to ensure compliance with quality and test requirements contained in the CD documents

g) Process in which quality of submittals and shop drawings and drawing/sec cross discipline coordination/conformance, and identification of any errors therein, will be established, maintained and achieved in deliverables in the Construction Phase, and the corrective action to remedy any such errors while maintaining the Project Schedule;

h) List of compliance and corrective action reports that are produced and available to the Program Manager and Owner in both Design and Construction Phases

i) List all responsible personnel, outside training groups, scheduling Owner witnessing events at least 2 weeks in advance, all tasks, applicable procedures, interfaces (including witness hold and inspection points) and documents recording attainment of quality, coordination and delivery of such items within the Project Schedule.

j) The process of timely delivery of QC reports together with field personnel’s completed forms as backups to such reports each month with the PM and Owner, to be more fully described in the QC Plan, and the availability of all QC reports and records for audit by the PM upon request

k) Methods to reconcile identified quality control items with project requirements, the current GMP and the Project Schedule

l) Procedure for incorporating subcontractor QC processes, procedures, and reporting into the DB firm’s QC Plan, and

m) Process for maintaining the quality of any inspections or tests of the Work of DB Firm Personnel as required by the Design-Build Services Agreement, and the corrective action to address any deficiencies in the Work identified by such inspections or tests while maintaining the Project Schedule;

n) Process to address construction observation issues throughout construction as noted by the Owner or PM

o) Process for Design-Build Firm’s key project manager and design manager to comprehensively and continuously review all Drawings and Specifications and to monitor the Services and Work of the DB firm, for determination of compliance with Design-Build Services Agreement (Contract No. PS-00036-01)
the Project requirements, the Approved Construction Documents, the DCP, the GMP, and the Project Schedule. (Such reviews, and the acceptance or rejection of any of the foregoing, by DB firm’s senior management shall be communicated to the Program Manager in a DCP Compliance communique via CPMS.)

p) Process for DPORs internal punch list, delivery of this to Owner and PM, and remedy of those items prior to scheduling Owner punch list walkthroughs.

The Owner and PM shall be notified of all updates to the Quality Control Plan, and supplemental logs and reports and progress logs associated with the Quality Control Plan, and these shall be properly identified, logged, dated and provided by the DB Firm to the Program Manager and posted in the CPMS.

Upon Notice to Proceed, DB firm shall implement the Approved Quality Control Plan for performance of the Services and the Work, and consider all aspects of quality from code and functional space program compliance, permitting, adherence to the DCP, through Final Completion of the Project.

DB firm shall support on-call quality inspections, reviews, audits, commissioning and requests by the Program Manager or Owner through Final Completion of the Project in support of the PM’s scope to implement, coordinate and manage the quality control and quality assurance processes and all related plans and documents in accordance with the PM’s Program Manager Services Agreement with the Owner.

DB firm shall follow all processes and procedures described in its Approved Quality Control Plan, including delivery of a detailed monthly QC reports with supporting field forms, but separate from, the monthly summary report required in Procedure C.

6.1.6 Cost Control Plan. DB firm will implement, coordinate, and manage the approved Project cost and schedule control processes as described in the PMP, and shall provide each of the following:

a) Estimating: cost reporting including a comprehensive system for tracking and predicting the cost of all items whether in the design or construction process; independently formulated cost estimates and Applications for Payment projections from NTP through final completion;

b) Cost Control Measures: Ongoing cost control measures that include the identification of methods to reduce cost, shorten schedule, and/or utilize substitute materials and systems; These measures shall be tracked through a VE log

c) Cost Estimating: During the Design Phase, the DB firm will prepare updates to the Control Estimate for each design submittal reflecting the anticipated Cost of the Work. All Control Estimates must follow the same template as the IGMP, and indicate change from the IGMP and/or from previous submittals, including use of DB Firm’s contingency and shall be submitted as an updated Exhibit 3. In addition, the DB firm shall include a narrative attached to each Control Estimate to include a general summary of how the development of the designs have resulted in any significant increases or decreases (i.e. greater than 5% of previous estimates) as well as the impact to the overall line item amount of the DB Firm’s contingency line item. Each Control Estimate submittal shall be within the IGMP as required by the Design Build Services Agreement.
d) **Earned Value analysis report**: During the Construction Phase, in the event the Earned Value analysis report indicates the Estimate at Completion (EAC) will exceed the GMP, DB firm shall:

(i) Promptly notify the Owner and Program Manager of the variance in cost; and
(ii) Identify cost control measures to conform the EAC to the GMP for Owner’s review prior to implementation of any such cost control measures.

e) **Contingency Control**: DB Firm shall provide monthly logs updating status of the DB Firm’s contingency, and cataloging all approved Contingency requests to date.

This Plan will be submitted to the Program Manager in accordance with Table A of this PMP. Any updates will be promptly provided to the Program Manager and posted in the CPMS.

6.1.7 **Materials and Equipment Management Plan.** DB firm will establish a Materials Management Plan in accordance with requirements and procedures set forth by the PM. The Materials Management Plan shall be specific to construction and installation activities at each Operations Center Project site that covers all activities associated with materials and equipment (M&E) supplied by DB firm and DB firm Personnel, as appropriate.

The DB firm must, as a task of the Materials and Equipment Management Plan, coordinate with the Program Manager’s procedures and list any additional procedures they will follow for their general M&E activities in a logical order and include reference to applicable procedures, plans and documents/reports to be maintained for delivery, receiving, lead times, submittals, substitutions, and inventory protection/management of materials and equipment at the Project Site, or stored off-site, including without limitation records for material receipt, secure and insured storage, issue and surplus. The location on site of the materials and equipment, shall be coordinated within the Site Logistics plan. The Materials and Equipment Management Plan will be updated by the DB firm at the Program Manager’s request or as circumstances require in order to remain current with site conditions and activities so as to not impact construction limits or interfere with any ongoing SAWS operations.

Receipt of Materials and procedure and billing for “Materials on Hand” but not installed shall be coordinated prior to construction in a meeting with the SAWS Contracting Manager and the SAWS PM.

This plan will be submitted to the Program Manager in accordance with Table A of this PMP. Any updates will be promptly provided to the Program Manager and posted in the CPMS.

6.1.8 **Health and Safety Plan.** The DB firm shall develop a Health and Safety Plan for the Project that describes the means by which DB firm will provide for the protection of persons and property in accordance with Article X (Safety of Persons and Property) of the Design-Build Services Agreement. This plan shall be compatible with all Owner Safety, Security and Emergency plans, and shall describe the DB firm’s safety management system and safety documents to include but not be limited to safe work practices, traffic control protocol, material handling and storage, environmental protections, excavation/trenching/demolition, heavy and critical lifts.

The Health and Safety Plan must include:

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Design-Build Services Agreement (Contract No. PS-00036-01)
1) a safety procedure and reporting process which is a tabulation of the procedures to follow in all potential anticipated tasks and hazards for the Project that require a safety procedure, and accident reporting protocol.

2) a comprehensive manual on the DB firm’s safety Training and Personal Protective Equipment (PPE) given to all employees, including but not limited to Rules and Regulations of the United States Department of Labor, pertaining to Occupational Safety and Health Administration standards as presently existing or as may be modified or amended.

3) Staffing plan as part of the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement), whereas the DB firm identifies all individuals and their roles in the Health and Safety Plan, to include their duties, response effort, reporting requirements and preventative measures.

The DB firm must obtain acceptance of its Safety Plan before Owner's issuance of written Notice to Proceed for design and in accordance with Table A of this PMP. This may include, at the Owner's request, a meeting with the SAWS Risk and Safety Managers and the SAWS PM.

Any updates to the Health and Safety Plan will be promptly provided to the Program Manager and posted in the CPMS.

6.1.9 Emergency Response Plan. The DB firm shall develop an Emergency Response Plan which shall be compatible with all Owner safety, security and emergency plans and procedures and which shall include but not be limited to emergency and incident response procedures, first aid and medical procedure, fire protections, evacuation, egress routes. The Emergency Response Plan must include Emergency Incident List which includes a spreadsheet of all anticipated events and procedure for each. DB firm shall as part of the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement) identify all individuals and their roles in the Emergency Response Plan, to include their duties, response effort, reporting requirements and preventative measures, and where Owner staff is onsite, include for their evacuation, safety and muster points.

The DB firm must obtain acceptance of its Emergency Response Plan before Owner’s issuance of written Notice to Proceed for design and in accordance with Table A of this PMP. This may include, at the Owner’s request, a meeting with the SAWS Risk and Safety Managers and the SAWS PM.

Any updates to the Health and Safety Plan will be promptly provided to the Program Manager and posted in the CPMS.

6.1.10 Project Site Logistical Plan- The DB firm will develop a Project Site Logistical Plan evaluating the logistical use during construction of each of the Worksites and all areas within the construction limits. This plan must be approved by SAWS and coordinated with the Project Schedule, the Materials and Equipment Management Plan, procurements, deliveries and sequencing, and at a minimum, must clearly describe and depict the following:

1) staging and mobilization
2) Construction/ delivery entrances
3) Ingress / egress for DB firm and for all SAWS operations
4) Parking areas for DB Firm and for all SAWS operations
5) permanent and temporary fencing.
6) silt fencing and erosion control,
7) wash out pits
8) crane locations (if applicable) and lay down areas
9) security and safety requirements and measures, emergency entrances,
10) location of construction trailer, storage containers and trash dumpsters
11) sequencing of construction and a series of sequenced site plans as needed to correspond with each construction sequence. The plan must minimize construction traffic by identifying clear controls of methods of delivery, removal of waste and all other environmental considerations.

The plan will be reviewed by the Program Manager and shall be subject to Owner approval. The proposed plan shall be presented to SAWS stakeholders and SAWS PM in a PowerPoint briefing. The plan must be finalized and accepted prior to Notice to Proceed for construction and in accordance with Table A of this PMP. Any proposed updates must be promptly provided to the Program Manager and Owner for review and approval at least 15 days prior to any impact to the site or proposed implementation. Once approved, updates to the Project Site Logistical Plan shall be posted in the CPMS.

6.1.11 Permitting Plan - The DB firm shall develop a Permitting Plan describing how the DB firm intends to ensure that all required permits and approvals, including Accessibility compliance, are obtained for every permit that is required for the Project. At a minimum, the plan must include:

1) procedures for managing all communications and submittals to the regulatory agencies, including consultation, formal applications, and the review process through to the receipt of all permits;
2) quality control and quality assurance procedures to ensure that the above procedures followed and verified through to the receipt of all permits;
3) roles and responsibilities of the DB firm Personnel tied to the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement) that identifies all individuals and their roles in the permitting process;
4) a listing of any risks the DB firm foresees in performing the permitting process and securing all required permits;
5) detailed description of the scope and timing from the Owner that the DB firm requires to complete the permitting process;
6) a format for tracking the permitting process in a report format to be reviewed in conjunction with monthly status meetings.

This plan shall be coordinated with the Project Schedule, Substantial Completion, and Owner’s move sequencing. The Permitting Plan shall be reviewed by the Program Manager and is subject to the approval of the Owner.

The plan must be submitted per Table A, i.e. submitted with CDRL 2 and approved prior to submittal of CDRL 3.

6.1.12 Risk Management and Mitigation Plan - The DB firm shall prepare a Risk Management Plan which describes the system to be used for identifying, evaluating, assessing and mitigating all site risks of all types (e.g. financial, technical, safety, environment.). The Risk Management Plan must also describe how risk management is integrated and implemented into planning, work prioritization, and decision-making. The Risk Management Plan must include:
1) List of each identified risk
2) appropriate action items and innovative technologies used to mitigate the risks,
3) risk control methods and measure of each identified risk.
4) The Risk Management Plan must include a Risk Management Event Log which is a spreadsheet of all anticipated events and procedures for each event and/or successful mitigation of events and who is the assigned individual for each Risk mitigation.

The DB firm must obtain acceptance of its Risk Management and Mitigation Plan before Owner’s issuance of written Notice to Proceed for design and in accordance with Table A of this PMP.

6.1.13 DB firm Procedures Manual. The DB firm shall develop a Procedures Manual establishing and detailing the DB firm’s standard procedures and formats for subcontracting, purchasing, progress reporting and report formats, documenting meetings, field reports, RFI/ASK/submittal development & review, invoicing procedures, and other matters that require uniformity with the Project Manager and Project implementation. The Procedures Manual shall be reviewed by the Program Manager and shall be subject to the approval of the Owner.

The Procedures Manual must be submitted with CDRL 2 and approved prior to CDRL 3 submittal.

Any proposed updates must be promptly provided to the Program Manager and Owner for review and approval at least 15 days prior to any impact to the Project. Once approved, updates to the Procedures Manual shall be posted in the CPMS.

6.1.14 Support for Implementation of Commissioning Plans. Program Manager in accordance with the Program Manager Services Agreement with the Owner shall establish and implement all commissioning protocols and commissioning plans for all Phases and for all impacted facilities. Enhanced Commissioning as described by LEED 2009 Energy and Atmospheric Credit 3, is not required as part of the Program Manager’s scope of Basic Services. Separate Commissioning Plans are developed for each site during the Design Phase II in consultation with the DB firm. Each Commissioning Plan shall document activities in chronological order from the initial drawings of the Design Phase through the Construction Phase II including manufacturing/construction, process controls, final testing, and documentation/certification, in accordance with the Program Manager Services Agreement. The Program Manager shall develop the Commissioning Plan. The DB Firm shall be actively coordinating with the DB Firm on these efforts and shall provide input as required.

The first draft plan of the Commissioning Plan shall be developed after receipt of the Design Phase 80% CD deliverable, a second draft plan developed after receipt of the Design Phases 100% CD deliverable, and a final plan developed shortly after NTP for construction based upon the DB firm’s approved GMP and Project schedule.

A Warranty Plan shall be developed by the DB Firm and shall be updated after issuance of Substantial Completion certificates. DB firm will update the Plan after Final Completion.

Program Manager shall perform functional testing and startup of all Project components in accordance with the commissioning plan and as required by the Program Manager Services Agreement. DB firm shall cooperate with the Program Manager in its duty to have the PM’s commissioning agent implement the PM’s commissioning protocols and plans. The DB firm shall
support the PM’s commissioning services for the Project, in accordance with LEED 2009 New Construction and Major Renovations requirements.

DB firm must contract with a third party independent testing and balancing services for mechanical, electrical and plumbing systems and other equipment installed in the Project, and provide schedule of proposed testing to the PM and documentation of all test results to Owner and Program Manager, for the Program Manager’s preparation of a commissioning report in matrix format for each equipment item installed in the Project.

DB firm must cooperate with Program Manager in its performance of commissioning of the Project to enable Program Manager to timely complete all commissioning activities, including submission of all items for inclusion in Program Manager’s commissioning reports, plans and other verification documents.

A completed and approved Final commissioning report is required prior to the issuance of the certificate of Final Completion. It is incumbent upon the DB Firm to allow for adequate time in the Close out schedule for any remedies to their own, and the PM’s third party testing and commissioning.

6.1.15 Warranty Plans. The DB Firm shall develop the Warranty plan, in accordance with the Design Build Firm’s Services Agreement, with input from the Program Manager and Owner, with a first draft plan developed after SAWS receipt of the 80% CDD Design Phase deliverable, a second draft plan developed after receipt of the 100% CDD Design Phase deliverable, and a final plan developed shortly after NTP for construction based upon the DB firm’s approved GMP and Project schedule. The Warranty Plan shall be updated after completion of commissioning services and issuance of Substantial Completion certificates. Separate Warranty plans are developed for each site during the Design Phase II in consultation with the DB firm.

The Warranty plan, shall include each of the following:

(i) A comprehensive spreadsheet listing all Project items, systems, equipment, and materials under warranty, whether items were part of Commissioning Plan; any testing performed or required on equipment, installer and install date, warranty expiration date, follow-up date prior to warranty expiration;

(ii) Records/documentation produced for such warranted items; and

(iii) Approval signatures by Program Manager, DB firm and others as required.

(iv) Process for Owner to notify DB firm of warranty requests, completion and approval signatures that work was completed.

(v) Form for each Warranty request with description and signatures

(vi) A log of all warranty requests with requested date, description, completion date and status/remedy.

6.2 Requirements for Street, Parking area, Site, and Drainage Work. Design-Build Firm shall provide cut sheets, for review and coordination purposes, to the Owner and Program Manager, fourteen (14) calendar days prior to construction of any site utility work, street and drainage work, and shall not proceed with any such utility or street work without Owner’s prior approval.

Design-Build Firm shall establish the necessary offsets, hubs and guards marked showing control designation and offsets for all required utility Work, including SAWS, CPS Energy and other
utilities, and including sewer profiles and water profiles, as applicable. Design-Build Firm shall provide staking and preparation of cut sheets after receiving notice to proceed from Owner. Design-Build Firm shall be responsible for maintaining and preserving baseline and temporary benchmarks indicated on the drawings for duration of construction. If such marks are destroyed, Design-Build Firm shall replace them at its own expense. At the end of construction of the Project, Design-Build Firm shall provide Owner a grade certificate prepared by a Registered Professional Land Surveyor. This certificate shall state that the infrastructure is constructed in accordance with the Construction Documents, as prepared by the DPOR, and approved by Owner.

6.3 Testing by Owner. Through the Program Manager, the Owner shall provide independent testing of the Work as required by Applicable Law and the specifications. Owner may also designate one or more construction inspectors of its own who shall be given access to the Work as requested or needed. DB firm shall not be relieved of its obligations, responsibilities or duties to perform the Services and Work in strict accordance with the Design-Build Services Agreement either by any activities or duties of Owner in Owner’s administration of the Design-Build Services Agreement by tests, inspections or approvals required or performed by Owner or any person other than the Design-Build Firm.

6.4 Use of Design Build Firm’s Contingency.

Prior to FGMP and during the Design phase – In accordance with the Design Build Services Agreement, Owner shall Approve Design-Build Firm’s reasonable requests to allocate the Design-Build Firm’s Contingency to the final cost of items in the Cost of the Work for the Final GMP. The Design-Build Firm’s Contingency shall be kept in a separate line item according to Exhibit 3 – Pricing Schedule. Any changes in the Design-Build Firm’s Contingency shall be indicated with each Control Estimate submittals and described in narrative form as indicated herein in Section 6.1.6 Cost Control Plan and logged and tracked throughout the Project in a comprehensive spreadsheet, with the starting amount being the amount as listed on the FGMP.

Upon Approval of the FGMP and throughout the Construction Phase or in reference to expending cost for Early Work Packages:

1) DB Firm shall submit Exhibit 3 - Pricing schedule with the FGMP for Owner review and Approval prior to NTP into the Construction Phase II in accordance with the Design Build Services Agreement. This Exhibit 3- shall show the DB Firm’s Contingency allocated amongst each correlating line item in a separate “Contingency” columns.

2) DB Firm shall prepare and submit the DB Firm’s Contingency Request form (Appendix C.3) prior to shifting or applying any funds during the Construction Phase or during any approved Early Work Packages from the DB Firm’s Contingency Column in Exhibit 3 Cost of Work to any other line item in Exhibit 3. This form shall be fully completed by the DB Firm and submitted to the Program Manager who will review and submit with recommendations to the Owner.

3) DB Firm shall record any Approved DB Firm’s Contingency Requests on all subsequent Application for Payments.
4) DB Firm’s Contingency funds shall remain unchanged on Exhibit 3 if a DB Firm’s Contingency Request is rejected.

5) DB Firm shall number, date and track all DB Firm’s Contingency Requests and keep a comprehensive numerical log that is current and accessible to the Project Team on the CPMS.
PROCEDURES
The procedures below apply to all transactions of participants within the DB firm and DB firm personnel as well as to interactions of the DB firm with other parties such as Owner, Program Manager, and governmental authorities, particularly interactions between the DB firm’s executives, DPOR, and DB firm personnel.

PROCEDURE A: CONSTRUCTION CHANGE DIRECTIVES

In accordance with the Design Build Services Agreement, the Owner may issue a CCD to the DB Firm. The Owner will use the Construction Change Directive (CCD) form (Appendix C.3). The DB firm shall confirm receipt on the form and return within one day. If the DB firm determines the CCD necessitates an adjustment in Design Build Services Agreement time or schedule they must indicate so in this form, attach justification for adjustment, and return to the Program Manager within 10 days or the DB firm’s option to obtain adjustment will be waived per the DB Design Build Services Agreement. DB Firm shall number, date and track all Construction Change Directives (CCDs) and keep a numerical log that is current and accessible to the Project Team on the CPMS.

Owner may request a preliminary estimate from the DB Firm in the Owner’s internal preparation of a proposed CCD. DB Firm shall provide the preliminary estimate in a timely manner for the Owner’s use, and prior to the Owner issuing an approved CCD to the DB Firm.

PROCEDURE B: APPLICATIONS FOR PAYMENT

DB firm shall make progress payment applications in accordance with Article XII.B of the Design-Build Services Agreement.

Additional supporting info to that described in the Design-Build Services Agreement is:

VII.B.(1) The format of the Application for Payment is an Excel spreadsheet version of the form shown in Section D Reports and Forms.

XII.B.(1).(d) Should be CSSR format

XII.B.(1).(h) Must be provided in one hardcopy (11x17 format) and complete electronic copy in native format (MS Project or Primavera) plus one pdf version

XII.B.(2) Shall be in accord with DB firm’s approved Materials and Equipment Mgmt Plan and such stored materials not yet installed must be witnessed by Program Manager within 3 days of receipt of Application for Payment

Payment by Owner will be in accordance with Article XII.C of the Design-Build Services Agreement.

Additional procedures:
- DB firm will submit two original signed copies of their applications for payment and copies of all subcontractors and vendors applications for payment.
- For materials’ applications for payments where the material is not yet installed, copies of vendor invoices shall be included with the pay request and all paperwork shall be included and Approved and signed in accordance with the Materials Management Plan.
- A monthly payment meeting including DB Firm and PM, will be held, at least five days prior to issuing applications for payment, to discuss the amount of prospective payment and review the

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Design-Build Services Agreement (Contract No. PS-00036-01)
supporting documentation. Schedule activity dates, percent complete and applications for payment amounts will be confirmed or revised at this meeting. The Program Manager will review the documentation and witness the claimed material but not installed, that is listed in the applications for payment. All documentation shall be submitted in accordance with the Design Build Services Agreement and the Materials Management Plan.

- If required, DB firm will promptly revise & resubmit their schedule update and cost reports as necessary to reflect those dates and amounts agreed to in the payment meeting prior to submitting applications for payment.
- In accordance with the Design-Build Services Agreement, DB firm shall ensure proper data is filed in SAWS SWMB system.

PROCEDURE C: MONTHLY REPORTING & SCHEDULE UPDATING

The DB firm shall in accordance the Design-Build Services Agreement submit to Owner and Program Manager a Monthly Progress Report and an Application for Payment for any Services and Work referenced in the approved Schedule of Values that has been completed during the previous calendar month.

All requirements of reporting and schedule updates, shall be copied into the CPMS, without exception, using the full WBS referenced in the document, and shall be within the CPMS RFI/submittal system or placed in the appropriate WBS enumerated project folder under document.

The monthly Progress Report shall be in accordance with the Design-Build Services Agreement Section XIIB and shall address the status of the work, cost/schedule performance to plan, issues and accomplishments, quality control, and arrival/departure of major subcontractors for the work by each site.

Specifically, this Progress Report shall include all items per the Design Build Services Agreement as well as:

- **Summary Report.** A not more than 4 page narrative summary of the Project works to date, near term forecast, and any key personnel changes from the project executive. This summary report shall at a minimum, also include the following supporting documents (beyond the 4 page narrative):
  - The SAWS Variance Report (in section D Reports and Forms, an Excel file to be provided by Program Manager)
  - The total project schedule, showing planned and current progress on both bars in a Gantt format and columns with start and finish dates and showing total float for:
    - Design submittals, or
    - Construction works, delineated by site, each building and all site works (collectively) as well as all control milestones as per Design-Build Services Agreement to at least the division level of Masterformat
  - Time scaled cost curves from the current cost loaded schedule showing PCWS, BCWP and ACWP
  - Industry standard CSSR report format
  - Quality control issues found, to be corrected and corrected, and
  - A separate safety report of safety training and any incident reports.
  - Action Items Log and status of each item from the OAC meeting from the previous month.
Report by Each Site. A structured set of information for each site, each building and overall siteworks, and, if active, major Masterformat divisions within those buildings or siteworks using:
  - The SAWS Variance Report
  - Industry standard CSSR report format, and
  - Quality control issues found, to be corrected and corrected

Electronic submission in CPMS. A pdf version of the complete report will be filed in the CPMS at the same time as hardcopy delivery to the Program Manager (2 copies) and PROJECT MANAGER OR OWNER (1 copy).

PROCEDURE D: CORRESPONDENCE & TRANSMITTALS

All correspondence and transmittals, including full distribution lists, shall be copied into the CPMS, without exception; using the full WBS referenced in the documents and shall be within the CPMS RFI/submittal system or placed in the appropriate WBS enumerated project folder under document control.

E-Mails: Significant Incoming and Outgoing E-mails shall be filed in the applicable WBS enumerated correspondence file under document control. This includes any emails regarding change in cost, change in schedule, change in scope, emails directed to the AR, actual or possible delays, any personnel changes of DB Firm or DPOR, and any onsite accident reports, Design Build Services Agreement discussions or disputes, SMWB discussions, or any other items significant in nature that resulted in the items appearing in the Action Items Log from the OAC meeting.

Transmittals: Transmittals are memos or cover letters that accompany project documents or items, such as material samples. Use transmittals to: accompany items to indicate what, when, and why they were forwarded; communicate efficiently with vendors and contractors; create a permanent record of the action taken; understand an issue; trace an item if it is lost, misplaced, misdirected; and track the status of items that are the responsibility of others.

All Transmittals including full distribution lists of parties sending or sent to, shall be managed, transmitted and logged via the CPMS, without exception, using the full WBS which shall be referenced in each document and shall be within the CPMS Transmittal subsystem.

  - Transmittals are to be produced for all items sent, except for general correspondence.
  - Transmittals shall be sequentially numbered.
  - Transmittals shall clearly identify all items being sent, the method(s) of delivery, the quantity of items being delivered, the date sent and any specific information the recipient may need to know about the items.

PROCEDURE E: REQUESTS FOR INFORMATION

All Requests for Information (RFIs), including full distribution lists of parties sending or sent to, shall be managed, transmitted and approved via the CPMS, without exception, using the full WBS which shall be referenced in each document and shall be within the CPMS RFI subsystem.
All RFI's shall be addressed to a particular named party for action and recorded in the CPMS Ball-in-Court log with a desired response date from that particular party. If there is a cost or time impact if a response is not received by that response date, the impact shall be described in the RFI request. If an RFI comes to the PM or Owner- the proposed solution by the DB Firm and/or DPOR, and cost/schedule impact, if known, must be included.

- RFIs shall be sequentially numbered, dated and a brief description with outcome given in a spreadsheet “RFI log” that can be queried
- An Approved RFI form and log shall be added to this PMP upon selection of the DB Firm and no later than acceptance of the final GMP.

**PROCEDURE F: SUBMITTALS**

All submittals, including full distribution lists of parties sending or sent to, shall be made via the CPMS, without exception, using the full WBS referenced in the document and shall be within the CPMS submittal. If supporting material is too large for loading as attachments to the submittal itself, then those attachments must be uploaded into the appropriate WBS delineated document control folder and referenced as such in the submittal document.

Any substitution requests to the DPOR must be processed as a submittal, flagging that it includes a substitution request, and requires formal acceptance by the DPOR.

Document deliverables, such as design deliverables and plans, shall be uploaded in full in both pdf and native file modes. For submittals that include physical samples, the shipping label/airbill shall be included with the submittal overview/description paper and will show when shipped, recipients, and other relevant data.

- Submittals shall be sequentially numbered, dated and a brief description with outcome given in a spreadsheet “Submittal log” that can be queried

An Approved Submittal form and log shall be added to this PMP upon selection of the DB Firm and no later than acceptance of the final GMP.

**PROCEDURE G: ACTIONS AND ISSUES TRACKING**

Issues, or action items, including issues between the DB firm’s design and construction teams, will be recorded and tracked in the CPMS Ball-in-Court system. Issues can be originated by any party to/in the CPMS system.

**General Definition:** An issue is any occurrence that may have an impact on project cost, time, deliverables or goals or working out how to fulfill and comply with the DCP.

Issue tracking numbers and files are created as a method to document and organize all applicable information concerning the issue, into one easy to reference file. Examples of issues are:

- Answers needed from the structural engineer on placement of HVAC equipment
- Request for pre-review layout of rooms by PROJECT MANAGER OR OWNER prior to a submittal
- Delivery of incorrect material/equipment
• Rework/correction of improper construction or QC discovery
• Requests for time extension for non-compensable or non-excusable delays.
• Delays caused by poor coordination or scheduling of subcontractors
• Supplier delays
• Failure to aggressively prosecute the work
• Weather delays

If the issue has potential cost or time impact to the approved project baseline, the Project participant must give written notice to the SPM and PROJECT MANAGER OR OWNER in addition to the party from whom action/response is being requested.

**Issue Process and Issues Log:** Upon noticing a potential Issue, create an Issue Tracking Number in the CPMS and, if necessary, create a new Issue file to collect all relevant documentation related to that issue.

- Issue files should contain the following:
  - Detailed Description of the issue
  - Date(s) of occurrence
  - Parties involved
  - All related correspondence, drawings, photos, and other relevant documentation

- Following the identification of an issue during the actual work in the field, the DB firm should pay close attention to the affected area. This may involve videos/photos and notification of field inspectors to watch the site.

- When logged into the CPMS Ball-in-Court system, action/response dates should be established according to the following guidance:
  - If life or public safety is in flux, the DB firm shall proceed in accordance with Article X of the Design-Build Services Agreement.
  - For issues that have the potential to affect the current project budget, control estimate, IGM, or GMP by 10% or more, or cause schedule delay in excess of 1 month, the Owner and PM shall be notified in writing and via the CPMS within 24 hours of the DB firm’s knowledge of the issue and the response by the involved parties shall be reported via the CPMS within 3 business days.
  - Typical response times shall be no more than 5 business days.
  - All issues shall be resolved or moved to an RFI or other procedures within 10 business days.
  - If there are any questions about adequate response time, ask the SPM for guidance.

Any issues tracking log sheets internally generated by contractor(s) shall be appended to their Monthly Report to the Program Manager.

**Meeting Minutes:** For all OACs and quarterly executive review meetings on the project, the DB firm will develop the meeting agendas, take minutes and issue the draft minutes to attendees within one business day. After a two day time period for receipt of comments, the DB firm shall post the final minutes in the CPMS.

**PROCEDURE H: AS-BUILT DOCUMENT MANAGEMENT**

**As-Built Drawings and Specifications:** The DB firm will update drawings (as-built drawings) and specifications (as-built specifications), at least monthly, to document changes that occur during
construction. As part of the Closeout Phase, the DB firm will update CAD & BIM construction drawings and electronic specifications to document changes that occurred during construction (such drawings will be provided in native BIM format and pdf as B-size drawings) along with one hardcopy set.

DB firm will maintain current as-built record documents on the site at the DB Firm’s site trailer during construction, making the as-builds available to the Program Manager, SAWS and/or Architectural Representative personnel on that project, upon request. Such documents will be maintained in a current status by implementing the following procedures.

- **Bulletins** - All drawing sheets revised and issued by the DPOR as Bulletins, are to be incorporated into the final set of drawings by the DB firm.
  - Highlight all of the items that were changed on the revised sheets included in the Bulletin.
  - Insert the revised Bulletin sheets into the final set of drawings by placing the new sheet on top of the old sheet, so the most current plan sheet is always on top. Fold the bottom right-hand corner of the old sheet over and note “Superseded by Bulletin #XX”.
  - Update the Drawings Log to note the latest changes to each drawing sheet.
  - Note any changes to the Specifications - use a red pencil to cloud the changed specification sections and reference the applicable Bulletin or RFI.

- **Post RFI’s** – any changes made through the RFI process should be noted on the final set of documents by the DB firm.
  - If the change made in the RFI can be easily noted on the drawings, such as a dimension change, simply use a red pencil and make the change to the final set. Cloud the changes made and reference the applicable RFI.
  - If the changes made on the RFI are too extensive to clearly transfer, or if a sketch has been provided in the RFI response, make a copy of the RFI (reduced by 50%) and tape it to the back of the sheet adjacent to the one you are updating for quick and easy reference to the RFI. The changed areas should still be clouded on the drawing and the applicable RFI referenced.
  - Posted RFI’s / Modifications Log – keep a log of all RFI’s and modifications that have been posted to the final set to ensure that all are incorporated.

- **Submittals** – any changes made through the submittal process should be noted on the final set of documents by the DP firm.
  - If the change made on the submittal can be easily noted on the drawings, such as a dimension change, simply use a red pencil and make the change to the final set. Cloud the changes made and reference the applicable submittal.
  - If the changes made on the submittal are too extensive to clearly transfer, or if a sketch has been provided in the submittal response, make a copy of the submittal (reduced by 50%) and tape it to the back of the sheet adjacent to the one you are updating for quick and easy reference to the submittal. The changed areas should still be clouded on the drawing and the applicable submittal referenced.
  - Posted submittal’s / Modifications Log – keep a log of all submittals and modifications that have been posted to the final set to ensure that all are incorporated.

**PROCEDURE I: QUALITY CONTROL**

The PM shall develop, implement, manage, and enforce a state of the art Quality Plan in accordance with the Program Manager Services Agreement and with Section 6.1.5 of this PMP. This Quality
Plan shall include project and site specific quality assurance processes that considers all aspects of quality from code and functional space program compliance through Project completion for all Phases and all impacted facilities.

DB firm shall, in coordination with the PMs Quality Plan, develop implement manage and enforce a state of the art Quality Control Plan. This Quality Control Plan is separate from the PMs Quality Plan, but shall be coordinated with and shall follow the processes and procedures developed in the PM’s Quality Plan. The DB Firms Quality Control Plan shall also include at a minimum the following:

1. Identification of Project team, the Quality Control Manager and their role and tasks related to Quality.
2. Specifically define each function of the plan. Determine the role of each individual performing accountability evaluations for DB Firm’s Quality Control. Describe their credentials and responsibility. Determine corrective measures and who will evaluate and correct deficiencies.
3. Review of the specifications, and determine what materials will be tested and the physical location where they will be tested. Specify the frequency with which the tests will be conducted.
4. A list of testing equipment. Describe the equipment and how it is capable of determining the properties of the materials. Describe how the equipment will be calibrated, maintained and used for the duration of the Project.
5. Incorporate testing procedures. Attach any relevant procedures used to report contractor compliance.
6. Incorporate performance monitoring procedures during design and construction. Attach any relevant procedures used to report performance for all DB firm personnel, DPOR and Subcontractors.
7. Incorporate permitting and code compliance requirements and process for measuring performance of those plans.
8. Define the processes and activities in place for verification of the DCP during design phases to include 1) internal QC and QA processes of the DPOR 2) intermittent and continuous inspections by the DB firm of DPOR processes, 3) reviews prior to major deliverable or design phase benchmarks.
9. Define the procedures for inspections and verification activities during construction phases to include 1) intermittent and continuous inspections by the DB firm, 2) inspections prior to major deliverable or construction phase benchmarks 3) QC and QA testing.
10. Describe the Quality Control record-keeping system and documentation. Define the types of reports generated and the frequency of reporting, to include documentation of QC and QA in daily reports and in inspection and testing report forms.
11. Production and implementation of Quality Control Reports which shall be a detailed monthly report with field forms at the same time, but separate from, the Monthly Report of Procedure C.
12. Methodology to incorporate Quality Control Plan to all Subcontracts.
13. Process for identification of deficiencies to include deficiency identification, non-conformance reporting, deficiency correction and preventative actions.

Once Approved, the PMs Quality Plan and the DB’s Quality Control Plan shall be referenced as a supporting document to the PMP in accordance with TABLE A of this PMP. Any updates will be promptly provided to the Program Manager and posted in the CPMS.
The PM shall audit and oversee the DB firms’ Services and Work for adherence to the Approved Quality Control Plan, this oversight by the PM include the receipt and review of the DB firms’ QC reports and exceptions, the PM’s witnessing efforts and review the DB’ 3rd party testing services, the PM’s assurance of coordinated and completed commissioning efforts in accordance with both the PM and DB firm’s contracts. The PM shall provide SAWS with a total start to finish QA process, ensuring all was provided properly through construction, FF&E installation, and commissioning.

PROCEDURE J: SAFETY PROCEDURES

The DB firm shall enact and follow the processes and procedures described in its accepted Health and Safety plan, and in accordance with article X of the Design-Build Services Agreement. The Monthly Report of Procedure C shall include a separate safety report of safety training and any incident reports.

PROCEDURE K: CLOSEOUT PROCEDURES

Substantial Completion and Final Completion shall be in accordance with Article XIII. of the Design-Build Services Agreement.
SECTION 7 - RESERVED FOR INTERNAL USE
SECTION 8 - APPENDIX

A  Program WBS
B  Definitions
C  Forms and Templates
# PROGRAM WBS

Following is the major levels of the Program Work Breakdown Structure (WBS) that will be used to manage the document control, cost, schedule, and communications throughout the program execution. New contracts will originate at these levels or lower. If a new professional services or design/build contract is executed later, then the WBS number will be assigned.

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1.1</td>
<td>Total Program</td>
</tr>
<tr>
<td>1.2</td>
<td>Program Manager Services</td>
</tr>
<tr>
<td>1.3</td>
<td>Reserved</td>
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<tr>
<td>1.4</td>
<td>Reserved</td>
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<tr>
<td>1.5</td>
<td>Reserved</td>
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<tr>
<td>1.6</td>
<td>Reserved</td>
</tr>
<tr>
<td>1.7</td>
<td>Reserved</td>
</tr>
<tr>
<td>1.8</td>
<td>Phase II ESOC/NWOC</td>
</tr>
<tr>
<td>1.8.1</td>
<td>ESOC/NWOC Design-Build</td>
</tr>
<tr>
<td>1.8.1.1</td>
<td>Design Phase</td>
</tr>
<tr>
<td>1.8.1.2</td>
<td>ESOC Construction</td>
</tr>
<tr>
<td>1.8.1.3</td>
<td>NWOC Construction</td>
</tr>
<tr>
<td>1.8.2</td>
<td>ESOC/NWOC FF&amp;E and Move-in</td>
</tr>
<tr>
<td>1.8.2.1</td>
<td>ESOC FF&amp;E</td>
</tr>
<tr>
<td>1.8.2.2</td>
<td>ESOC Move-in</td>
</tr>
<tr>
<td>1.8.2.3</td>
<td>NWOC FF&amp;E</td>
</tr>
<tr>
<td>1.8.2.4</td>
<td>NWOC Move-In</td>
</tr>
<tr>
<td>1.9</td>
<td>Reserved</td>
</tr>
<tr>
<td>1.10</td>
<td>Reserved</td>
</tr>
</tbody>
</table>
B  DEFINITIONS

Refer to the Design-Build Services Agreement and the Program Manager Services Agreement for primary Definitions.

1. “Projectmates” a form of construction project management software (CPMS) that is a web-based collaborative sharing, project communication and information management system that will be used by Owner and the Design-Build Firm for the Project, having the following features: communications and ‘ball-in-court’ tracking; collaboration capabilities allowing for upload and repository of CAD and BIM deliverables, submittals and Project progress photos; cost reporting; scheduling; cost budget management; resource allocation; RFI/ASK/submittal transaction recording, change request tracking, pay request tracking, quality management; and all other documentation associated with the Projects, all as more fully described in the PMP. For the avoidance of doubt, Projectmates also includes all Work Product, Final As-Builts, and other Project-related information and data that is stored therein.

2. “CIP-Aces” is a form of construction project management software that will be used by Owner and the Design-Build Firm to manage the Project via an Owner’s Project-specific website used to make all such records continuously available to Owner to view or print in electronic form from Owner’s offices and at the Site, including invoices for payment for Work and Services that the Design-Build Firm is required to perform on the project.

3. “Program” means the Service Center Facilities Program, which is the Program to be developed by the Program Manager and approved by Owner in conjunction with development of the individual Projects, including development of the Program Management Plan (PMP) and Project Implementation Plan (PIP), which will include all appropriate components for the implementation of each Project.

4. “Program Master Schedule” shall mean a comprehensive schedule prepared by the Program Manager for the Owner, incorporating the Project Schedules for each of the Project(s)(to include but not limited to the New Service Center Project), and integrating all major Project activities, including the following: (i) phasing and alternatives for accelerating completion based on detailed phasing plans developed by the Program Manager; and (ii) establishment of schedule milestones and procedure relationships to a level of detail acceptable to the Owner.

5. “Project” means the design and construction of the East Side Operations Center (“ESOC”) and the North West Operations Center (“NWOC”), each of which are located on different sites as described in the DCP (Exhibit 1). As used in this Agreement, “Project” means and refers to the design and construction of the Operations Centers on both of these Sites and may refer to the whole or a part of the Project.
C  REPORTS AND FORMS
1. PROJECT/CWBS VARIANCE REPORT (XL TEMPLATE FORM)

SAWS Variance Report

| WBS: | Title: | Contractor: | Report Date:
|------|--------|-------------|------------------

<table>
<thead>
<tr>
<th>Overall</th>
<th>Green</th>
<th>Yellow</th>
<th>Red</th>
<th>Schedule Start:</th>
<th>BCWS:</th>
<th>CUM To Date:</th>
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<tbody>
<tr>
<td>Technical</td>
<td>Green</td>
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<td></td>
<td>Actual Start:</td>
<td>BCWP:</td>
<td></td>
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<tr>
<td>Cost:</td>
<td>Green</td>
<td>X</td>
<td></td>
<td>Registered Finish:</td>
<td>ACWP:</td>
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<tr>
<td>Schedule:</td>
<td>X</td>
<td></td>
<td></td>
<td>Sched % Complete:</td>
<td>CV:</td>
<td></td>
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</tbody>
</table>

<table>
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<tr>
<th>Schedule EAC:</th>
<th>Cost % Complete:</th>
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</thead>
</table>

Prime Plus O/H
<table>
<thead>
<tr>
<th>Original Budget</th>
<th>Design Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirects and Fee</td>
<td>Direct Construction Costs</td>
</tr>
<tr>
<td>Approved SAWS CDs</td>
<td>Current Cost Total</td>
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<tr>
<td>Est Cost to Completion</td>
<td></td>
</tr>
<tr>
<td>Pending SAWS CDs</td>
<td></td>
</tr>
</tbody>
</table>

Accomplishments, Milestones, Decisions

Variance Discussion

Corrective Actions

Open Issues, Actions for Next Month

Gzj kdlv: \"ÇRqmg\"O cpci go gpv\"Rw\"v

Design-Build Services Agreement (Contract No. PS-00036-01)
2. PAY REQUEST FORM (XL TEMPLATE FORM)
### APPLICATION AND CERTIFICATE FOR PAYMENT

**To (Owner):**

**Project:**

**Application Period:***

**Application Date:***

**From (Design-Build Firm):** Via DPOR:

**Contract No.:**

**Contract Date:**

**Owner's Project No.:**

**D-B Firm's Project No.:**

**Distribution to:**

**Owner:**

**Design-Build Firm:**

**DPOR:**

**Program Manager:**

#### DESIGN-BUILD FIRM'S APPLICATION FOR PAYMENT

**Change Order Summary**

**Approved Change Orders**

<table>
<thead>
<tr>
<th>Number</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**TOTAL NET CHANGES BY CHANGE ORDER:***

**DESIGN-BUILD FIRM'S CERTIFICATION**

The undersigned Design-Build Firm certifies that:
1. all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Design-Build Firm's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all claims, liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such claims, liens, security interests or encumbrances); and
2. Application for Payment has been completed in accordance with the Contract Documents and is not defective.

**DESIGN-BUILD FIRM:**

**1. ORIGINAL CONTRACT SUM (Line 1):***

**2. NET CHANGES BY CHANGE ORDER (Line 2):***

**3. CONTRACT SUM TO DATE (Line 1 +/- 2):***

**4. TOTAL EARNED ON WORK COMPLETED & STORED TO DATE (Column G Total on Continuation Sheet):***

**5. RETAINAGE:**

a. 5% of Completed Work

(% RET x Columns D+E Total on Continuation Sheet)

b. 5% of Stored Material

(% RET x Column F Total on Continuation Sheet)

Total Retainage (Column I Total on Continuation Sheet)

**6. TOTAL EARNED LESS TOTAL RETAINAGE WITHHOLD TO DATE (Line 4 Less Line 5 Total):***

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate):***

**8. CURRENT PAYMENT DUE (Line 7 Less Line 6):***

**9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 8):***

---

#### APPROVAL OF CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, the undersigned hereby certifies to the Owner that to the best of the undersigned’s knowledge, information and belief the Design-Build Firm is entitled to payment of the AMOUNT CERTIFIED.

**PROGRAM MANAGER or ARCHITECTURAL REPRESENTATIVE:**

**BY:_________________ Date:_________________**

**DESIGN PROFESSIONAL OF RECORD:**

**BY:_________________ Date:_________________**

---

**AMOUNT CERTIFIED: $____________________________**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are charged to conform with the amount certified.)

**DESIGN PROFESSIONAL OF RECORD:**

**BY:_________________ Date:_________________**
## CONTINUATION SHEET OF APPLICATION FOR PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Design-Build Firm's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION OF WORK</th>
<th>CUM SCHEDULED VALUE</th>
<th>CURRENT SCHEDULED VALUE</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D+E)</th>
<th>TOTAL EARNED ON WORK COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>PERCENT COMPLETE (D+C)</th>
<th>BALANCE TO FINISH (C-G)</th>
<th>RETAINAGE 5%</th>
</tr>
</thead>
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</tbody>
</table>

- OWNER'S PROJECT NO: 0
- DESIGN-BUILD FIRM'S PROJECT NO: A B C D E F G H I

APPLICATION NUMBER:
APPLICATION DATE:
PENDING TO:
OWNER'S PROJECT NO: 0

TOTA EARNED ON WORK COMPLETED AND STORED TO DATE (D+E+F) | PERCENT COMPLETE (D+C) | BALANCE TO FINISH (C-G) | RETAINAGE 5%

$0 | 0% | $0.00 | $0.00
3. DESIGN-BUILD FIRM’S CONTINGENCY REQUEST FORM (W TEMPLATE FORM)

Design Build Firm’s Contingency Request Form

<table>
<thead>
<tr>
<th>New Service Center Project</th>
<th>Request No.</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBS Number</td>
<td>Service Center</td>
<td>Building/Site Segment</td>
</tr>
</tbody>
</table>

Contingency Request

Cost of Work Line Items Related to this Request

Summary Justification For Request
[Describe why implementing this change is appropriate or necessary]

Impact of Not Approving the Request
[Describe what would happen if this request was not approved]

Attach additional pages and reference documents as needed

DB Firm’s Analysis of this Request (as it applies to both Service Centers)

- Approval will not alter the DCP requirements.
  - Yes  □ No  □ If no, provide explanation.

- Approval will not alter Project Schedule.
  - Yes  □ No  □ If no, provide explanation.

- Approval will not cause costs to exceed the current forecast for the final Cost of Work or the Final GMP.
  - Yes  □ No  □ If no, provide explanation.

- Alternatives if this Request is disapproved

Program Manager’s Review of above Request and Analysis

Program Manager’s Comments:

<table>
<thead>
<tr>
<th>Scope Recommendation</th>
<th>Cost Recommendation</th>
<th>Schedule Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Approve  □ Revise  □ Deny</td>
<td>□ Approve  □ Revise  □ Deny</td>
<td>□ Approve  □ Revise  □ Deny</td>
</tr>
<tr>
<td>DCP Compliance Review By:</td>
<td>Cost Compliance Review By:</td>
<td>Schedule Compliance Review By:</td>
</tr>
<tr>
<td>Name: Date:</td>
<td>Name: Date:</td>
<td>Name: Date:</td>
</tr>
</tbody>
</table>

Owner’s Decision

- □ Approved  □ Revise & Resubmit  □ Denied

Decision Date:

Owner Comments:

Owner’s Representative – Printed Name: __________________ Signature: __________________

(Attach additional pages if necessary.)
6. CONSTRUCTION CHANGE DIRECTIVE FORM

Construction Change Directive

New Service Center Project

To Design-Build Firm: Spaw Glass Contractors, Inc.
9331 Corporate Drive, Selma, Texas 78154

<table>
<thead>
<tr>
<th>WBS Number</th>
<th>Service Center</th>
<th>Building/Site Segment</th>
</tr>
</thead>
</table>

1. Design-Build Firm shall perform the Services and/or Work described above.

Attach additional pages and reference documents as needed.

2. Owner authorizes the following adjustments to the GMP and/or Project Schedule in connection with this CCD:

GMP presently is $____________

This CCD will result in (check one of the following):

___ increase ___ decrease ___ change to the GMP in the amount of $____________

The GMP, as adjusted by this CCD, will be $____________

The Date of Substantial Completion prior to this CCD is ____________ , 20__

The Date of Final Completion prior to this CCD is ____________ , 20__

The Project Schedule will be adjusted by this CCD to (check one of the following): __ increase ___ decrease ___ make no change to] the

time to perform, as shown below, by ________________ Calendar Days

This CCD will result in a Date of Substantial Completion of ____________ , 20__

This CCD will result in a Date of Final Completion of ____________ , 20__

Issued by:

SAWS Project Manager

Name

Signature Date

Receipt Acknowledged by

Design-Build Firm:

Name

Signature Date

Acceptance of Above CCD Adjustments Confirmed by

Design-Build Firm:

Name

Signature Date
Exhibit 10

Scope of Design-Build Firm’s LEED Services and Work
EXHIBIT 10

SCOPE OF DESIGN-BUILD FIRM’S LEED® SERVICES AND WORK

Capitalized terms used herein shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

Section 1 - General LEED® Requirements

1.1 Design-Build Firm acknowledges that the Owner has advised the Design-Build Firm of the Owner’s requirement that the Project achieve no less than the minimum credits necessary to attain the Minimum Certification Level. Accordingly, the Design-Build Firm's performance of the Services and Work shall be conducted and completed in accordance with all applicable requirements of these credits related to design and construction in order for the Project to achieve no less than the minimum credits necessary to attain the Minimum Certification Level.

1.2 The Design-Build Firm represents and warrants that, as part of its LEED® Services and Work, it (i) will coordinate with the Project Team, including the Program Manager’s Commissioning Agent, throughout all phases of the Project, and (ii) implement the LEED® credits necessary to demonstrate achievement of the Owner's Minimum Certification Level in accordance with the requirements of the Design-Build Services Agreement (the “Agreement”) and this Exhibit as further set forth herein.

Section 2 - LEED® Equivalency Services

2.1 The Design-Build Firm’s DPOR shall review applicable criteria for achieving the Minimum Certification Level and shall advise the Owner with regard to achieving such Certification Level. The DPOR’s LEED® Coordinator, as designated in Design-Build Firm’s Staffing Plan (Exhibit 5), shall schedule and conduct meetings during the Design and Construction Phases, communicate with members of the Project Team, and issue progress reports on a monthly basis to manage and facilitate the process of achieving LEED® equivalency for the Project.

2.2 The Design-Build Firm shall manage and coordinate the LEED® Services provided by the DPOR and the other Design-Build Firm Personnel’s with those services provided by the Owner and the Owner's consultants, including the Program Manager, Architectural Representative and the Program Manager’s Commissioning Agent. The Design-Build Firm shall verify the accuracy and completeness of any services and information furnished by the Owner and the Owner's consultants related to demonstration of the LEED® equivalency of the Project. The Design-Build Firm shall provide prompt written notice to the Owner if the Design-Build Firm becomes aware of any error, omission or inconsistency in such services or information related to the LEED® equivalency of the Project.
2.3 NOT USED.

2.4 LEED® Equivalency Workshop

No later than the conclusion of the Schematic Design Phase, the Design-Build Firm and its DPOR shall conduct a LEED® Equivalency Workshop with the Owner, the Program Manager, the Architectural Representative, the Program Manager’s Commissioning Agent and the Owner's other consultants, during which the attendees will: (1) review the LEED® Green Building Rating System; (2) examine LEED® credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED® points associated with those credits; (3) examine strategies for implementation of the targeted LEED® credits; and (4) discuss the potential impact of the targeted LEED® credits on the Project schedule and Owner's program and budget. Design-Build Firm shall evaluate and inform Owner and Program Manager of the costs, benefits and return-on-investment analysis or each potential LEED® credit, and prepare cost estimates for achievement of each such credit.

2.5 LEED® Equivalency Plan

2.5.1 Following the LEED® Equivalency Workshop, the DPOR shall prepare a LEED® Equivalency Plan based on the targeted LEED® credits. The LEED® Equivalency Plan shall consist of, at a minimum: (1) the appropriate Green Building Rating System Project Checklist indicating the targeted LEED® credits; (2) the Owner's Minimum Certification Level requirement; (3) information describing the Design-Build Firm’s, the Design-Build Firm Personnel’s, and the Commissioning Agent’s responsibilities for each LEED® requirement, prerequisite and credit; (4) a list of the LEED® documentation required from each of them; and (5) all information required by the criteria established for the LEED Equivalency Report, which criteria is attached hereto and incorporated by reference herein as Attachment A. The Design-Build Firm shall submit the updated LEED® Equivalency Plan to the Owner and Program Manager for the Owner's approval with each Design Phase submittal. The Design-Build Firm shall update and submit to the Owner the LEED® Equivalency Plan, in accordance to this Agreement, at regular intervals for the duration of the Project to reflect any Approved changes thereto.

2.5.2 Following the Owner's approval of the LEED® Equivalency Plan, the Design-Build Firm and Design-Build Firm Personnel shall provide the services identified as the responsibility of the Design-Build Firm in the LEED® Equivalency Plan, as may only be changed by the Design-Build Firm after receipt of Owner’s written approval of any changes to the LEED® Equivalency Plan. The Design-Build Firm shall make adjustments to the LEED® Equivalency Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner. Throughout the Design and Construction Phases, the DPOR shall conduct monthly LEED® status work sessions with the Owner and Program Manager to: (i) review, evaluate, and update as
necessary the LEED® Equivalency Plan; (ii) and confirm each applicable Project participant is fulfilling its responsibilities pursuant to the LEED® Equivalency Plan.

2.5.3 The DPOR shall prepare Construction Documents that incorporate the requirements of the LEED® Equivalency Plan.

2.6 NOT USED.

2.7 LEED® Services during Construction

2.7.1 The DPOR shall review, and respond in writing to, written requests by the Design-Build Firm, Design-Build Firm Personnel, Program Manager or Owner for additional information about the Construction Documents related to LEED® equivalency and shall include the Owner and Program Manager on all such correspondence. The DPOR shall include the Owner and Program Manager on any such correspondence with the Design-Build Firm.

2.7.2 The DPOR shall prepare supplemental Drawings, Specifications and other information in response to requests for information (RFIs) by the Design-Build Firm or any Design-Build Firm Personnel related to LEED® equivalency, and shall submit copies of such documents to the Program Manager.

2.7.3 The DPOR’s designated LEED® professional, as a representative of the Owner, shall visit the site at the intervals required by the Agreement, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED® equivalency, and shall submit a field report of each visit verifying that the Project is being constructed in accordance with the LEED® Equivalency Plan.

2.7.4 The DPOR shall review and approve or take other appropriate action upon the Design-Build Firm’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with applicable LEED® credit requirements. The DPOR’s action shall be taken with such reasonable promptness as to cause no delay in the Work, in the Project Schedule or in the activities of the Owner, Program Manager, Owner’s consultants or Design-Build Firm, and in no event shall exceed the amount of time for review of submittals allowed by the Agreement.

2.7.5 The DPOR shall review requests by the Owner, Design-Build Firm, Design-Build Firm Personnel, Program Manager, Commissioning Agent, or Owner’s or Program Manager’s subcontractors or consultants for changes in the Work that may affect LEED® equivalency. The DPOR shall be responsible for making a determination whether the requested changes in the Work are materially different from the requirements of the LEED® Equivalency Plan. If the DPOR determines that implementation of a requested change in the Work would result in a material effect on achievement of the Minimum Certification Level, the DPOR shall notify the Owner and Program Manager, who may
authorize further investigation of such change. Based upon the DPOR’s investigation and information furnished by the Project participant requesting the changes, if any, the DPOR shall make recommendations to the Owner regarding the implementation of the requested changes.

Section 3 - Project Commissioning

3.1 The Parties agree that the Program Manager’s Commissioning Agent shall act as Commissioning Authority (CxA) to lead, review, and oversee the completion of all commissioning process activities for LEED® equivalency. The CxA shall conduct, consistent with the review requirements of the LEED® rating system, the necessary commissioning design reviews of the DPOR’s Basis of Design Documents and design documents prior to completion of the Construction Documents, and back-check the review comments in the DPOR’s subsequent design submissions. The CxA shall also review the Design-Build Firm’s submittals applicable to systems being commissioned for compliance with the DPOR’s LEED® Basis of Design Documents. Without impacting the GMP, the Design-Build Firm and its DPOR shall cooperate with the CxA and make revisions to design documents throughout the design and construction phases of the Project, as required by the CxA to comply with the LEED® Equivalency Plan.

Section 4 - Miscellaneous Provisions

4.1 The Design-Build Firm represents and warrants, which representation and warranty shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion of the Work, that it has the expertise, experience and knowledge to construct the Project in accordance with the USGBC’s LEED® 2009 for New Construction and Major Renovations in order for the Project to achieve the minimum credits necessary to attain the Minimum Certification Level.

4.2 Design-Build Firm acknowledges and understands the Owner will suffer irreparable financial and other harm unless the Project achieves the minimum credits necessary to attain the Minimum Certification Level.

4.3 The Design-Build Firm hereby represents and warrants to the Owner that the Design-Build Firm accepts responsibility for the coordination and implementation of all LEED® credits required by the LEED® Equivalency Plan and the Design-Build Firm further guarantees to undertake its best efforts in order to achieve the minimum credits necessary to attain the Minimum Certification Level.

4.4 Notwithstanding anything contained herein or in the Agreement to the contrary, Owner and Design-Build Firm agree that any additional construction interest and financing costs, lost rental income, lost property value, and increased construction costs incurred by
Owner as a result of Design-Build Firm’s default under the Contract Documents with respect to LEED® requirements shall constitute actual damages and shall not be considered consequential damages.

4.5 It shall be a condition precedent to Final Completion that the DPOR shall have submitted to the Program Manager the Approved LEED® Equivalency Report in accordance with the requirements of Attachment A, evidencing that the Project has achieved the minimum credits necessary to attain the Minimum Certification Level. The issuance of a Certificate of Final Completion shall be subject to revocation by Owner if it is determined within two (2) years of Substantial Completion that Design-Build Firm failed to demonstrate achievement of the minimum credits necessary to attain the Minimum Certification Level in accordance with Attachment A.
The final version of the LEED® Equivalency Plan shall be submitted to the Owner prior to Final Completion as a LEED® Equivalency Report in a three-ring binder with a table of contents, section dividers, and all documentation and information required hereunder and by Exhibit 10. The report shall include information supporting each of the LEED® referenced credits that have been incorporated into the Project pursuant to the LEED® Equivalency Workshop. The supporting information included in the report will include the following for each prerequisite and credit as applicable.

1. USGBC credit or prerequisite name.

2. USGBC reference guide intent.

3. USGBC reference guide requirements.

4. A general description of implementation of each credit into the Project and a narrative explaining how compliance with the credit requirements has been achieved, based on the Design Build Firm’s interpretation and experience, with such requirements.

5. For credits and prerequisites requiring calculations to determine achievement (for example, water use reduction, optimize energy performance, minimum energy performance, maximize open space), calculations will be included.

6. For credits requiring certain types of materials (for example, recycled content, low-emitting materials), the report will reference specifications and shop drawings/submittals for materials incorporated into the Project, with verification those materials were installed by Design-Build Firm.

7. For credits where USGBC documentation would require diagrams, drawings or photography prepared specifically for USGBC format/templates (for example, daylighting, views), the report will reference Drawings included in the Construction Documents.

8. For Sustainable Site credits requiring offsite drawings for identification of adjacent services, the report will indicate that compliance has been evaluated and determined and will, in narrative form, define specific services and distances that confirm this evaluation.

9. For credits requiring the Owner to adopt certain processes (for example, use of “green cleaning products”), report will include recommended process/procedure/
implementation.

10. For credits requiring sustainability programs, report will identify recommended Owner exhibits or education programs (“green education exhibits” to be posted in building as an example).

11. During construction, Design-Build Firm will track and submit information required to obtain credits from USGBC. Credits requiring contractor input include:
   a. SS Pre. 1 SWPPP.
   b. MR 2 Construction Waste Management.
   c. MR 4 Recycled Content.
   d. MR 5 Regional Materials.
   e. MR 7 Certified Wood.
   f. IEQ 3.1 IAQ During Construction.
   g. IAQ 3.2 IAQ Before Occupancy.
   h. IAQ 4.1-4.5 Low Emitting Materials.

All construction-related LEED® credits will be documented and verified in accordance with the requirements set forth herein, as applicable.

12. The Design-Build Firm shall collect and include with the report any documentation required of the Commissioning Agent or Owner’s other consultants such that all documentation related to LEED® compliance is included in the LEED® Equivalency Report.

13. As part of Design-Build Firm’s Final Pay Application, Design-Build Firm shall prepare and submit a final report for all of the above, demonstrating how the Project satisfies the requirements to attain the Minimum Certification Level. Design-Build Firm shall include in the final report the following certification of the information to be contained in such report:

“The Design-Build Firm and the DPOR hereby certify that (i) each portion of this report prepared by any Design-Build Firm Personnel that are design professionals has been sealed by such professional as a duly licensed design professional, (ii) all information contained in this report is accurate, true and correct, and (iii) it is the professional opinion of the DPOR and as such the professional opinion of the Design-Build Firm, that the Project is in compliance with the Minimum Certification Level.”
Exhibit 11

Contract Data Requirements List
## EXHIBIT 11
### CONTRACT DATA REQUIREMENTS LIST

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CDRL</th>
<th>Sub</th>
<th>Description</th>
<th>Completion By (calendar days)</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>ESOC/NWOC Design</td>
<td>Dates below based on NTP for design</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Initial Meetings with Owner and PM</td>
<td>7 DANTP</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>DCP Acceptance and Design Approach Submittal Report</td>
<td>30 DA CDRL 1</td>
<td></td>
</tr>
<tr>
<td>3 A</td>
<td></td>
<td></td>
<td>ESOC/NWOC 80% CD Submittal</td>
<td>45 DA Accept CDRL 2</td>
<td>a</td>
</tr>
<tr>
<td>3 B</td>
<td></td>
<td></td>
<td>ESOC/NWOC 80% CD Design Estimate</td>
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<td>b</td>
</tr>
<tr>
<td>3 C</td>
<td></td>
<td></td>
<td>ESOC/NWOC 80% CD Project Schedule</td>
<td></td>
<td>c</td>
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<tr>
<td>4 A</td>
<td></td>
<td></td>
<td>ESOC/NWOC 100% CD Package</td>
<td>25 DA Accept CDRL 3</td>
<td>a</td>
</tr>
<tr>
<td>4 B</td>
<td></td>
<td></td>
<td>ESOC/NWOC 100% CD Design Estimate</td>
<td></td>
<td>b</td>
</tr>
<tr>
<td>4 C</td>
<td></td>
<td></td>
<td>ESOC/NWOC 100% CD Project Schedule</td>
<td></td>
<td>c</td>
</tr>
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<td>5</td>
<td></td>
<td></td>
<td>ESOC/NWOC Final GMP and Project Schedule</td>
<td>10 DA Accept CDRL 4</td>
<td>b &amp; d</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>Final GMP and Schedule for ESOC</td>
<td></td>
<td>b &amp; d</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>Final GMP and Schedule for NWOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>Meeting Minutes</td>
<td>Within 24 hours of mtg</td>
<td>e</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td>Weekly Project Reports</td>
<td>By COB on last work day of each week</td>
<td>f</td>
</tr>
<tr>
<td>8 A</td>
<td></td>
<td></td>
<td>Monthly Progress Reports</td>
<td>Within 3 days of last day of month</td>
<td>c</td>
</tr>
<tr>
<td>8 B</td>
<td></td>
<td></td>
<td>Monthly Schedule Status</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2 ESOC Construction

<p>| 1 A  |      |     | Permit Plan &amp; Status | Within 2 DANTP |            |
| 1 B  |      |     | Work Staging, Sequencing Plan(s) | Within 5 DANTP |            |
| 1 C  |      |     | Initial Meetings with Owner and PM | 7 DANTP |            |
| 1 D  |      |     | Erosion Control Layout | Within 10 DANTP |            |
| 2 A  |      |     | Meeting Minutes | Within 24 hours of mtg | e          |
| 2 B  |      |     | Weekly Project Reports | By COB on last work day of each week | f          |
| 2 C  |      |     | Monthly Progress Reports | Within 3 days of last day of month | c          |
| 2 D  |      |     | Monthly Schedule Status |         |            |
| 2 E  |      |     | Monthly Pay Request |         |            |
| 2 F  |      |     | Startup Plan | NLT 2 weeks prior to first startup |            |
| 3    |      |     | As-Built Plans and specifications | Within 4 weeks of substantial completion |            |
| 4 A  |      |     | O&amp;M Manuals | 1 month prior to substantial completion |            |
| 4 B  |      |     | O&amp;M/Operating Training | Within 3 weeks of substantial completion &amp; not less than 10 days |            |</p>
<table>
<thead>
<tr>
<th>CLIN</th>
<th>CDRL</th>
<th>Sub</th>
<th>Description</th>
<th>Completion By (calendar days)</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>AJH Occupancy Permits</td>
<td>Within 5 DA substantial</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>completion</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>LEED Submission</td>
<td>At substantial completion</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td>Lessons Learned Report</td>
<td>Within 3 months after</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>substantial completion</td>
<td></td>
</tr>
</tbody>
</table>

3 NWOC Construction

1 A Permit Plan & Status Within 2 DANTP
B Work Staging/Sequencing Plan(s) Within 5 DANTP
C Initial Meetings with Owner and PM 7 DANTP
D Erosion Control Layout Within 30 DANTP

2 Reports

A Meeting Minutes Within 24 hours of mtg
B Weekly Project Reports By COB on last work day of each week
C Monthly Progress Reports Within 3 days of last day of month
D Monthly Schedule Status
E Monthly Pay Request
F Startup Plan NLT 2 weeks prior to first startup

3 As-Built Plans and specifications Within 4 weeks of substantial completion

4 A O&M Manuals 1 month prior to substantial completion
B O&M/Operational Training Within 3 weeks of substantial completion & not less than 10 days before substantial completion

5 AJH Occupancy Permits Within 5 DA substantial completion

6 LEED Submission At substantial completion

7 Lessons Learned Report Within 3 months after substantial completion

**Additional Services** (if required – CDRLS to be defined in Task Order)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CDRL #</th>
<th>Ref</th>
<th>Description</th>
<th>Completion By</th>
</tr>
</thead>
</table>

**Reference Notes**

a. Submittal includes 4 hardcopies to Program Manager and 1 electronic package filed in the CPMS-Projectmates (all in pdf format except drawings to be in both pdf and native Autodesk)
file format). Hardcopies of drawings are to be B size, with one of the 4 in D size, in a separate package but drawings are to be developed to D size in electronic format. Remainder of submittal is to be in letter-sized 3-ring binder volume, with 11x17 folded inserts allowed. Document pages will have light gray, semi-transparent watermark stating SD submittal. Supporting analyses, material spec/cut sheets, reports, and calculations to be in separate bound 3-ring volume marked as SD supporting data. Text in documents (other than drawing volume) shall be Times New Roman not less than 11pt in document, 9 pt in any graphic, including notation in drawings.

b. Weekly updates shall be contractor format, filed in CPMS-Projectmates in pdf. Notice of filing shall be logged to PM staff as periodically directed by PM.

c. Schedule to be in Primavera or MS Project native file format with all matching WBS numbering, control milestones with IMS milestone item numbers, and area, responsibility, or other codes required by Program Manager and delivered at Initial Meeting with Owner and PM.

d. Estimate/GMP shall be in Excel 2010 format per the required estimate breakout format (Masterformat). Data, costing and quantities will be provided to at least 2 additional levels of Masterformat than that required by the SOW.

e. Meeting minutes shall use the standard format provided by PM, and will be filed in the CPMS-Projectmates with notice of filing and to make any corrections within 3 days sent to all attendees with CPMS-Projectmates logins.

f. Weekly updates shall be filed in CPMS-Projectmates in pdf and native Primavera or MS Project files. Notice of filing shall be logged to PM staff as periodically directed by PM.
Exhibit 12

Design-Build Firm’s
Good Faith Effort Plan
Attachment “E” - Good Faith Effort Plan (GFEP) for the Design-Build Firm’s (DB) Subcontracts

NAME OF PROJECT: Design Build Phase II Service Center Project – RFP

SECTION A - DESIGN-BUILD FIRM INFORMATION:

Name of Firm: TEAL CONSTRUCTION COMPANY

Address: 19115 FM 2252, SUITE 3

City: GARDEN RIDGE State: TEXAS Zip Code: 78266

Contact Person: THAD MINER Telephone No.: 210-754-5482

Email Address: THADMINER@TEALCON.COM Fax No.: 210-501-0170

Is your firm Certified? Yes ______ No X Certification Agency that has granted SMWB certificate/s:

Type of Certification: SBE MBE

SMWB Points will be earned as follows:

GFEP Section 1. DB’s Team of Design Services Subcontractors (Up to 6 Points)
- SMWB Participation Percentage between 0% to 9.99%: 1 Point
- SMWB Participation Percentage between 10% to 19.99%: 2 Points
- SMWB Participation Percentage between 20% to 24.99%: 3 Points
- SMWB Participation Percentage between 25% to 29.99%: 4 Points
- SMWB Participation Percentage between 30% to 34.99%: 5 Points
- SMWB Participation Percentage at 35% or greater: 6 Points

GFEP Section 2. DB’s Team of Pre-Construction Services Subcontractors (Up to 6 Points)
- SMWB Participation Percentage between 1% to 10.99%: 1 Point
- SMWB Participation Percentage between 11% to 19.99%: 2 Points
- SMWB Participation Percentage between 20% to 24.99%: 3 Points
- SMWB Participation Percentage between 25% to 29.99%: 4 Points
- SMWB Participation Percentage between 30% to 34.99%: 5 Points
- SMWB Participation Percentage at 35% or greater: 6 Points

GFEP Section 3. Situational Questions (Up to 3 Points)
- How do you envision calculating your organization’s SMWB goal for each design and/or bid package so as to meet the 30% overall goal, and how will you communicate the opportunities of the DB project to local SMWB firms? (1 Point)
• Do you have a policy for prompt payment and prompt release of retainage funds for small business subcontractors, or do you have a standard payment and retainage release policy that applies to all subcontractors, regardless of size? (1 Point)

• Identify a firm with whom you will establish a Mentor-Protégé relationship for the duration of the project, how your mentorship will benefit the protégé firm with measurable benchmarks, and how you will report the effects of the Mentor-Protégé relationship to the SAWS SMWB Program Manager. (1 Point)

1. SMALL, MINORITY, AND WOMAN-OWNED BUSINESS (SMWB) PARTICIPATION PERCENTAGE OF THE DB’S OWN TEAM OF DESIGN SERVICES SUBCONTRACTORS (UP TO 6 POINTS):

Please list all subcontractors/sub-consultants/suppliers, whether SMWB or not, in the chart below. Please include the subcontractors’ business name, address, point of contact, and what percentage of the overall project that they will perform. Do not include proposed goals for work packages that have yet to be solicited.

The listing of design team subcontractors/sub-consultants/suppliers in the Good Faith Effort Plan is solely for the DB’s exclusive team of design subcontractors/sub-consultants/suppliers. Please indicate whether design subcontractors/sub-consultants/suppliers have any SMWB certifications (WBE, MBE, SBE, WBE), and which entity they were certified by: South Central Regional Certification Agency, Texas Historically Underutilized Business "HUB", or the federal government.

- SMWB Participation Percentage between 1% to 9.99%: 1 Point
- SMWB Participation Percentage between 11% to 29.99%: 2 Points
- SMWB Participation Percentage between 30% to 49.99%: 3 Points
- SMWB Participation Percentage between 50% to 79.99%: 4 Points
- SMWB Participation Percentage between 80% to 99.99%: 5 Points
- SMWB Participation Percentage at 35% or greater: 6 Points

<table>
<thead>
<tr>
<th>Name, Address &amp; Point of Contact</th>
<th>Scope of Work/Supplies to be Performed/Provided by Firm</th>
<th>Estimated Contract (dollar) Amount on this Project</th>
<th>Certification Type &amp; Certification Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DHR ARCHITECTS</td>
<td>ARCHITECT DESIGN FIRM</td>
<td>UNKNOWN</td>
<td>DBE, MBE, SBE</td>
</tr>
<tr>
<td>2. DUE TO REGULATIONS IN THE RFP, WE ARE UNABLE FOR THE DESIGN PHASE OF THE PROJECT. OUR DESIGN CONTRACT WILL BE WITH DHR ARCHITECTS, WHO ARE DBE, MBE, SBE, AND HUB.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
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<td>4.</td>
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<td>5.</td>
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</tbody>
</table>

AS PER RFP, NO PRICING IS TO INVOLVED IN THIS PHASE OF THE PROPOSALS.
2. SMALL, MINORITY, AND WOMAN-OWNED BUSINESS (SMWB) PARTICIPATION PERCENTAGE OF THE DB'S OWN TEAM OF PRE-CONSTRUCTION SERVICES SUBCONTRACTORS (UP TO 6 POINTS):
Please list all pre-construction services subcontractors/sub-consultants/suppliers, whether SMWB or not, in the chart below. Please include the subcontractors' business name, address, point of contact, and what percentage of the overall project that they will perform. Do not include proposed goals for work packages that have yet to be solicited. The listing of pre-construction services subcontractors/sub-consultants/suppliers in the Good Faith Effort Plan is solely for the DB's exclusive team of pre-construction services subcontractors/sub-consultants/suppliers. Please indicate whether pre-construction services subcontractors/sub-consultants/suppliers have any SMWB certifications (AABE, MBE, SBE, WBE), and which entity they were certified by: South Central Regional Certification Agency, Texas Historically Underutilized Business "HUB", or the federal government.

- SMWB Participation Percentage between 1% to 10.99%: 1 Point
- SMWB Participation Percentage between 11% to 19.99%: 2 Points
- SMWB Participation Percentage between 20% to 24.99%: 3 Points
- SMWB Participation Percentage between 25% to 29.99%: 4 Points
- SMWB Participation Percentage between 30% to 34.99%: 5 Points
- SMWB Participation Percentage at 35% or greater: 6 Points

<table>
<thead>
<tr>
<th>Name, Address &amp; Point of Contact of Subcontractor/Supplier</th>
<th>Scope of Work/Supplies to be Performed/Provided by Firm</th>
<th>Estimated Contract (dollar) Amount on this Project</th>
<th>Certification Type &amp; Certification Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DUE TO THE PROJECT BEING PUBLIC, WE ARE UNABLE TO PROCURE ANY SUBCONTRACTORS FOR PRE-CONSTRUCTION AT THIS TIME WITHOUT ESTABLISHING A GMP. THE DB IS COMMITTED TO MEETING OR EXCEEDING THE 30% OVERALL GOAL FOR CONSTRUCTION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
3. Situational Questions (Up to 3 Points)

- How do you envision calculating your organization's SMWB goal for each design deliverable package so as to meet the 30% overall goal, and how will you communicate the opportunities of the DB project to local SMWB firms? Please provide your answer to this question as a narrative in the space provided below. (1 Point)

We have already chosen our design team per relationship and project/location expertise. Our design contract will be with DHR Architects who is DBE, MBE, SBE, and HUB. The contract should exceed the 30% overall goal, at this time we are unable to provide pricing for the proposal due to regulations stated in the RFP.

- Do you have a policy for prompt payment and prompt release of retention funds for small business subcontractors, or do you have a standard payment and retention release policy that applies to all subcontractors, regardless of size? Please provide your answer to this question as a narrative in the space provided below. (1 Point)

We do not have a prompt payment/retention funds for small business. There have been situations where we have had prompt payments, but it is as per project and subcontractor. teal is a paid when paid general contractor and in typical projects all subcontractors are treated the same regardless of size.

- Identify a firm with whom you will establish a Mentor-Protégé relationship for the duration of the project, how your mentorship will benefit the protégé firm with measurable benchmarks, and how you will report the effects of the Mentor-Protégé relationship to the SAWS SMWB Program Manager. Please provide your answer to this question as a narrative in the space provided below. (1 Point)

Teal doesn't not have a mentor-protégé relationship.
4. The undersigned proposer has satisfied the requirements of the RFP specification in the following manner (please check the appropriate space):

   X  The DB is committed to a minimum of 30% SMWB utilization on this contract.

   The DB, if exceeding the SMWB goal of 30%, is committed to ______% of SMWB utilization on this contract.
   The DB, if unable to meet the SMWB goal of 30%, is committed to ______% of SMWB utilization on this contract. (If contractor is unable to meet the goal, please fill out Section B and submit documentation demonstrating good faith efforts).

5. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

   Name: JENNIFER KING
   Title: DIRECTOR OF MARKETING
   Phone Number: 713-465-8306

IF THE SMWB GOAL WAS MET, PROCEED TO SECTION C. IF GOAL WAS NOT MET, PROCEED TO SECTION B.

SECTION B – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all subcontractor/sub-contractor/supplier firms that the DESIGN-BUILD contacted about opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. (Use additional sheets as needed)

<table>
<thead>
<tr>
<th>Name &amp; Address of Company</th>
<th>Scope of Work/Supplies to be Performed/Provided by Firm</th>
<th>Is Firm SMWB Certified?</th>
<th>Date Written Notice was Sent &amp; Method (Fax, Letter, E-Mail, etc.)</th>
<th>Reason Agreement was not reached?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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</tr>
</tbody>
</table>

In order to verify a proposer’s good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above-named project.
2. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB subcontractors/suppliers.

3. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

4. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

SECTION C - AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached hereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: LES CHIPMAN

Title: VICE PRESIDENT

Signature: [Signature] Date: 01/25/2017

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Susan Rodriguez, SMWB Program Specialist, at 210-233-2950.
Attachment “F”
Range of General Conditions Cost

Pursuant to Section 2269.307(e) of the Texas Government Code, the Respondent's proposed range of all items of cost for General Conditions is:

$839,936.00 to $1,026,588.00

Respondent represents and warrants that such range of cost is based, and covers all items listed, on the List of Allowable General Conditions items included herewith as Exhibit "A", List of Allowable General Conditions, which, for purposes of this RFP, Respondent considers to be all items of cost of General Conditions.

TEAL CONSTRUCTION COMPANY
Name of Respondent

LES CHIPMAN
Printed Name

Signature

VICE PRESIDENT
Title

01/25/2017
Date
Exhibit 13

Design-Build Firm’s Hourly Rate Schedule
## EXHIBIT 13

### DESIGN-BUILD FIRM’S HOURLY RATE SCHEDULE

<table>
<thead>
<tr>
<th>Labor/Price Category</th>
<th>UOM</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Executive</td>
<td>Day</td>
<td>$712.06*</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Day</td>
<td>$525.60*</td>
</tr>
<tr>
<td>Asst. Project Manager</td>
<td>Day</td>
<td>$365.00*</td>
</tr>
<tr>
<td>Administration</td>
<td>Day</td>
<td>$343.84*</td>
</tr>
<tr>
<td>Superintendent (per jobsite)</td>
<td>Day</td>
<td>$393.00*</td>
</tr>
<tr>
<td>Asst. Superintendent (per jobsite)</td>
<td>Day</td>
<td>$408.80*</td>
</tr>
<tr>
<td>QA Technician</td>
<td>Day</td>
<td>$365.00*</td>
</tr>
<tr>
<td>Estimator</td>
<td>Hour</td>
<td>$66*</td>
</tr>
<tr>
<td>DPOR Principal</td>
<td>Hour</td>
<td>$160*</td>
</tr>
<tr>
<td>DPOR Project Manager</td>
<td>Hour</td>
<td>$110*</td>
</tr>
<tr>
<td>DPOR Lead Project Architect</td>
<td>Hour</td>
<td>$120</td>
</tr>
<tr>
<td>DPOR Interior Designer</td>
<td>Hour</td>
<td>$100</td>
</tr>
<tr>
<td>DPOR Architect Intern III</td>
<td>Hour</td>
<td>$95</td>
</tr>
<tr>
<td>DPOR CAD tech/ Intern I</td>
<td>Hour</td>
<td>$75</td>
</tr>
<tr>
<td>DPOR Admin</td>
<td>Hour</td>
<td>$75*</td>
</tr>
<tr>
<td>Pipeworker (journeyman)</td>
<td>Hour</td>
<td>NA</td>
</tr>
<tr>
<td>Electrician (journeyman)</td>
<td>Hour</td>
<td>NA</td>
</tr>
<tr>
<td>Steelworker (journeyman)</td>
<td>Hour</td>
<td>NA</td>
</tr>
<tr>
<td>Common laborer</td>
<td>Hour</td>
<td>$30</td>
</tr>
</tbody>
</table>

Notes:

1. In the event of an Approved adjustment to the Initial or Final GMP, as applicable, these rates shall not be adjusted for escalation or for any other reason for the entire term of the Contract.

2. All salaried personnel of Design-Build Firm and Design-Build Firm Personnel are designated with an asterisk in the schedule above. For all such salaried personnel, Design-Build Firm shall use no more than 8 hours per day as the multiplier for the hourly rates of such salaried personnel.
Exhibit 14

Owner's Requirements of Insurance
EXHIBIT 14

OWNER’S REQUIREMENTS OF INSURANCE

1.01 Duty to Purchase Insurance. Commencing on the Effective Date (except as otherwise provided below, with respect to Builders’ Risk insurance coverage), Design-Build Firm shall, at its own expense, keep in full force and effect such lines of insurance coverage as Design-Build Firm considers necessary and adequate to protect Design-Build Firm and Owner from claims (other than claims asserting professional liability of the Owner or workers’ compensation claims of Owner’s employees), which may arise out of or result from Design-Build Firm’s Services or Work, regardless of whether the Services or Work are performed by Design-Build Firm, Design-Build Firm Personnel, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, at a minimum, the insurance coverages and limits stated below (or such other greater insurance coverage or limits expressly required under any other provision of the Contract Documents). Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. If Design-Build Firm maintains broader coverage and/or higher limits than the minimum limits set forth below, Owner requires and shall be entitled to the broader coverage and/or the higher limits of insurance maintained by Design-Build Firm.

1.02 Design-Build Firm’s Duty to Review Its Insurance. Design-Build Firm represents and acknowledges: (1) it has carefully reviewed its insurance program with its legal and risk advisors and (2) its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant therewith. Within 48 hours of a written request by Owner, Design-Build Firm shall direct Design-Build Firm’s broker, agent, or its applicable insurance carrier representative to submit true and complete copies of Design-Build Firm’s policies of insurance in Google Drive, and a signed letter certifying that the electronic copies of the policies as furnished are true and correct copies. If Owner’s consultants determine Design-Build Firm’s insurance policies contain deficiencies that cause such policies to fail to comply with the insurance requirements of this Agreement, Design-Build Firm agrees to reimburse Owner for all costs and fees of its consultants incurred in attempting to resolve such policy deficiencies. Owner’s review of Design-Build Firm’s policies of insurance shall not excuse Design-Build Firm from the requirements set forth herein. In the event Owner executes this Agreement with Design-Build Firm before all deficiencies are resolved, Owner does not waive, but explicitly reserves, the right to bring, after: (i) the occurrence of any loss or damage for which insurance is required hereunder; or (ii) after the denial of a claim for coverage for such loss or damage, an action or Claim against Design-Build Firm to recover directly from Design-Build Firm any damages, including attorney’s fees and other costs, Owner incurs as a result of Design-Build Firm’s failure to secure and maintain the insurance required hereunder. Design-Build Firm acknowledges and agrees that any period of limitations shall not begin to run or, alternatively, shall be tolled until the time of the later of such occurrence or denial.
1.03 **Statutory Worker’s Compensation and Employer’s Liability Insurance.** The policy must be in the name of Design-Build Firm and contain an endorsement naming Owner as the Alternate Employer.

a. **Design-Build Firm’s Certification.** By execution of the Agreement, Design-Build Firm thereby certifies, pursuant to Texas Labor Code, Section 406.096(a), that Design-Build Firm provides workers’ compensation and employers’ liability insurance for all employees employed on this public project with limits of not less than those required below.

b. **Subcontractor’s Certification.** Pursuant to Texas Labor Code, Section 406.096(b), Design-Build Firm shall require each Subcontractor to certify in writing to Design-Build Firm that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Design-Build Firm shall forward said certifications to Owner within ten (10) days of the Effective Date of the Agreement.

c. **Other States Endorsement.** The policy must include an Other States Endorsement to include the State of Texas if Design-Build Firm’s business is domiciled outside the State of Texas.

**Minimum Limits of Coverage:**

<table>
<thead>
<tr>
<th>Worker’s Compensation</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Bodily Injury by Disease Each Employee</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Bodily Injury by Disease Policy Limit</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

1.04 **Commercial General Liability (“CGL”) Insurance.** The CGL policy shall be written on the most current commercially available edition of the ISO CG 00 01 coverage form.

a. **CGL Minimum Coverages.** The CGL policy shall at a minimum include the following coverages: (i) Bodily Injury and Property Damage on an “Occurrence” basis; (ii) Premises & Operations Liability; (iii) Products/Completed Operations Liability (to be maintained for the later of ten years after Substantial Completion or until expiration of the statute of repose); (iv) Personal and Advertising Injury Liability; (v) Electronic Data Liability coverage under an endorsement equal to ISO CG 04 37 with a minimum sublimit of liability equal to the minimum amount required hereunder for the CGL policy; and (vi) the policy shall include ISO
endorsement CG 2503, Designated Construction Projects General Aggregate Limit, or its equivalent.

b. **CGL Prohibited Exclusions, Limitations, Endorsements, and Policy Forms.** The CGL policy shall not contain any exclusions, limitations, endorsements or policy forms unacceptable to Owner, including but not limited to the following coverage exclusions and limitations: (i) liability assumed by Design-Build Firm under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent; (2) explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse and Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent; (3) cross-liability on claims between any insureds, other than claims between named insureds; (4) injury to independent contractors and employees of independent contractors; (5) any exclusion relating to damage to work performed by Subcontractors on behalf of Design-Build Firm such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent; (6) any type of classification or business description limitation endorsement; (7) any type of endorsement excluding coverage for construction defects in the completed operations phase; (8) any type of endorsement modifying the employer’s liability exclusion; (9) any type of habitational or residential exclusion; (10) any type of punitive, exemplary or multiplied damages exclusion; and (11) any type of subsidence exclusion if Design-Build Firm is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains; and

Minimum Limits of coverage required:

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

1.05 **Builders’ Risk Insurance.** Before commencement of the construction and up until the time Owner has Approved the transfer of the risk of loss to the Project as further provided below, Design-Build Firm shall maintain, and shall be entitled to invoice Owner for reimbursement as a Cost of the Work the premium paid for “All-risk” Builders’ Risk Insurance, with a minimum limit of coverage not less than the amount of the Guaranteed Maximum Price to be established for the Project. Coverage shall be increased for the amount of any Change Orders or Amendments that increase the replacement value of the Project. Coverage shall also cover per occurrence the cost of debris removal equal to the lesser of: (i) 25% of the
amount of loss, or (ii) $5,000,000. The Coverage shall be written on the ISO CP 00 20 10 12 Builders’ Risk Coverage Form, or its equivalent, and an unmodified ISO Special Causes of Loss Form (ISO# CP 10 30 10 12). The Builders’ Risk Insurance shall include coverage for theft, collapse, flood and earthquake. Any exclusions to these Builders’ Risk coverage forms requires Owner Approval. Such insurance shall (a) designate the Owner, Design-Build Firm, all Subcontractors of any tier (as their interests appear), and all Loss Payees and Mortgagees (as their interests appear) as additional named insureds on the policy; and (b) be primary and non-contributing to any other insurance coverage available to the additional named insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by this Builders’ Risk Insurance. The Builders’ Risk Insurance shall not include any requirement that protective safeguards are in-place or maintained on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date on which termination of coverage has been Approved after Final Payment has been issued to and accepted by Design-Build Firm, as provided for in the Contract Documents; or (ii) the date on which the insurable interests in the covered property of all insureds other than the Owner have ceased. Such insurance shall cover at a minimum the following:

a. All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or fill.

b. All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;

c. All property including materials and supplies on site for installation;

d. All property including materials and supplies at other locations but intended for use at the site;

e. All property including materials and supplies in transit to the site for installation, by all means of transportation other than ocean transit; and

f. Other property for which an insured is liable in connection with the Project, including Owner furnished or assigned property.

g. Deductibles shall not exceed:

   (i) All Risks of Direct Damage, Per Occurrence, except $10,000.

   (ii) Delayed Opening Waiting Period: 5 days.

   (iii) Earthquake and Earthquake Sprinkler Leakage, Per Occurrence $100,000.
(iv) Flood. The deductible per occurrence shall be 5% of the value-at-risk-at-time-of-loss (“VARTOL”) with a minimum VARTOL of $250,000. If flood insurance is purchased through the National Flood Insurance Program, the deductible shall be the maximum amount of insurance purchased thereunder.

Coverage for each of the following shall be included in the policy with sub-limits or additional limits not less than those shown below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Sublimit/Additional Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Additional expenses due to delay in completion of project (where applicable)</td>
<td>To be determined via GMP Amendment</td>
</tr>
<tr>
<td>2. Agreed Value (not less than the most current GMP)</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>3. Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse and ensuing loss</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>4. Debris removal (additional coverage limit)</td>
<td>25% of loss or $5,000,000 whichever is less</td>
</tr>
<tr>
<td>5. Earthquake and Earthquake Sprinkler Leakage</td>
<td>$1,000,000 minimum</td>
</tr>
<tr>
<td>6. Flood</td>
<td>$10,000,000 minimum</td>
</tr>
<tr>
<td>7. Freezing</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>8. Mechanical breakdown including hot, introduction of feed stock, catalyst or similar media for processing &amp; handling or commencement of supply to a system and cold (hydrostatic, pneumatic, electrical, hydraulic or mechanical) testing, where applicable</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>9. Occupancy pre-completion</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>10. Ordinance or law</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>11. Pollutant clean up and removal</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>12. Preservation of property</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>13. Replacement cost</td>
<td>Included without sublimit</td>
</tr>
<tr>
<td>14. Theft</td>
<td>Included without sublimit</td>
</tr>
</tbody>
</table>

1.06 Business Automobile Insurance. Business Automobile Insurance with the limits of coverage shown below to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of: (i) any auto, including owned, hired and non-owned autos; and (ii) any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.

Minimum Limits of coverage required:

- Combined Single Limit Bodily Injury & Property Damage $1,000,000.00
1.07 **Excess Liability Insurance.** Excess Liability Insurance over Employers’ Liability, CGL, Commercial Automobile Liability Policies following form over and affording coverage no less broad than the coverage in such underlying policies, including, but not limited to electronic data liability and designated construction project(s) aggregate limit.

Minimum Limits of coverage required:

Excess Liability Insurance  $12,000,000.00

1.08 **Contractor’s Pollution Liability Insurance.** Contractor’s Pollution Liability Insurance, providing occurrence based coverage for all claims, liabilities, damages, costs, fees, and expenses of any kind or character, including but not limited to claims for bodily injury or death, property damage, environmental or natural resource damage, and any civil fines, fees, civil assessments or civil penalties or punitive, exemplary or multiplied damages assessed by any governmental department, agency, commission or court, arising out of any Pollution Condition(s) (as defined below) that is in any way related to Design-Build Firm’s or Design-Build Firm Personnel’s operations, actions, or omissions, or completed operations associated with any Work and Construction Services (other than Design Services) performed by Design-Build Firm or Design-Build Firm Personnel. If coverage is written on a Claims Made & Reported Policy form, the policy retroactive date for prior acts coverage shall be no later than the Contract Effective Date. The pollution liability policy shall be continuously maintained for a period of 10 years after completion of the project or termination of the agreement, whichever occurs later. Design-Build Firm’s purchase of an extended discovery period or an extended reporting period will not be sufficient to comply with Design-Build Firm’s obligations hereunder. The Pollution Liability policy shall provide coverage for “sudden & accidental” and gradual occurrences arising from the work performed under this Contract. The Business Automobile Liability policy shall either be endorsed to provide coverage under the ISO CA9948 endorsement (Broadened Pollution Liability Coverage) and Motor Carrier Endorsement (MCS-90), or Design-Build Firm’s Contractor’s Pollution Liability policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site, if Design-Build Firm’s activities involve hauling excavated spoil. The Contractor’s Pollution Liability policy shall also include coverage for:

1. the full scope of Design-Build Firm’s operations (on-going and completed), as described in the Agreement;
2. losses arising from pollutants, including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall;
3. third party liability for bodily injury, property damage, clean up expenses, and defense costs arising from Design-Build Firm’s operations;
4. diminution of value and natural resources damages;
5. contractual liability;
6. claims arising from Design-Build Firm’s use of any owned or non-owned disposal sites arising out of Design-Build Firm’s activities in connection with the Agreement;
7. bodily injury to include physical injury, sickness, disease, death, mental anguish, medical monitoring and emotional distress sustained by any person; and
8. all costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind, including attorney’s fees, expert witness fees, costs, charges and expenses of any kind or
character, that arise out of or that are related to a Pollution Condition(s). Coverage under this policy shall include a 7-day minimum occurrence period for emergency response costs. “Pollution Condition(s)” means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, mold, silt, sedimentation, low-level radioactive material and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

The Pollution Liability insurance policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (a) insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable); (b) impaired property that has not been physically injured; (c) materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the Owner’s review and approval; (d) property damage to the work performed by a contractor; (e) faulty workmanship as it relates to clean up costs; (f) punitive, exemplary or multiplied damages; (g) work performed by Subcontractors; or (h) contractual liability incurred as a result of an injury to an employee of the insured.

Minimum Limits of Insurance:

Pollution Liability Insurance $5,000,000.00 Occurrence/$5,000,000.00 Aggregate

1.09 Contractor’s Professional Liability Insurance. Contractor’s Professional Liability Insurance with the minimum limits of coverage not less than shown below shall be provided by Design-Build Firm to cover Design-Build Firm’s professional liability arising out of or in connection with any negligent act, error or omission of all Design-Build Firm Personnel, including all design professionals and any non-professional Design-Build Firm Personnel, and all members of any subconsultant firm or any joint venture or other firm of Design-Build Firm acting for, in combination with, on behalf of, or under the direction or control of Design-Build Firm in the performance of any Design Services required under this Agreement, or arising from or in connection with the coordination, management or oversight of such Design-Build Firm Personnel in the rendering of the Design Services. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of Design-Build Firm arising out of the negligence of Design-Build Firm Personnel; or (vi) design/build services.

Professional Liability Insurance $5,000,000.00 Occurrence/$5,000,000.00 Aggregate

1.10 Cyber/Privacy Liability Insurance Policy. Cyber/Privacy Liability Insurance shall be provided by Design-Build Firm to cover risk of loss to electronic data. The policy must
include coverage for electronic vandalism to electronic data, including coverage for a third party’s willful electronic alteration of data, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security, introduction of viruses which impact electronic data, unauthorized use or access to electronic data, or denial of service to Project-related website or email destinations. The policy shall provide coverage for data breach response costs, as well as regulatory fines and penalties (where allowed by law) with a limit of coverage shown below.

Cyber Liability Insurance $1,000,000 Claim/$1,000,000 Aggregate

1.11 Endorsements. Design-Build Firm’s commercial auto liability, CGL, excess liability, professional liability and pollution liability insurance policies shall be endorsed to provide that they are primary to and non-contributing with, any other insurance carried by, or for the benefit of Owner. The primary and non-contributing endorsement for Design-Build Firm’s Commercial General Liability Policy shall be written under the ISO CG 2010 04 13 coverage form and the Excess Policy shall follow form thereof. It is the specific intent of the parties to this Agreement that all such insurance policies shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Owner, with Owner’s insurance being excess, secondary and noncontributing. Within thirty (30) days following receipt of Owner’s request, Design-Build Firm shall furnish to Owner a letter issued by any insurer of Design-Build Firm confirming the extent to which the insurer’s coverage of Design-Build Firm is at risk of being reduced, diminished or exhausted by claims thereon.

1.12 Subrogation. Design-Build Firm’s workers’ compensation, employers’ liability, commercial automobile liability, CGL, excess liability, professional liability, builders’ risk and pollution liability insurance policies shall be endorsed to waive all rights of subrogation in favor of Owner. With respect to all such policies, Design-Build Firm waives any and all rights of recovery or subrogation against Owner.

1.13 Additional Insureds. Owner shall be named as an additional insured without limitation on Design-Build Firm’s Commercial general liability, commercial automobile liability and excess liability policies. Owner shall be named as an additional named insured on Design-Build Firm’s Builder’s Risk policy. Design-Build Firm shall include Owner as additional insured on its CGL and Excess Liability policies on a combination of unmodified ISO endorsements CG 2010 10 01 and CG 2037 10 01, or manuscripted endorsements identical thereto. Design-Build Firm represents and warrants that:

a. Maximum Extent Permitted. Design-Build Firm’s policies of liability insurance specified above name Owner as an additional insured (or additional named insured, in the case of the Builders’ Risk insurance policy) to the maximum extent permitted by applicable law, or as otherwise set forth herein, with respect to liability arising out of Work performed by or for Design-Build Firm, including ongoing and completed operations in connection with this Contract (and such coverage provides
for the protection of each insured against claims of liability by another insured under a separation of insureds clause).

b. **Third Parties.** Such policies of insurance shall have also been endorsed to cover as an additional insured any third party to the extent required by the Contract Documents.

c. **Indemnified Party.** Any additional insured endorsements required hereunder shall provide as to each additional insured coverage to the limits of the applicable endorsed policy for indemnity and defense of each Claim that is no less broad than the obligations of Design-Build Firm to indemnify, defend and hold harmless the additional insured as an Indemnified Party under the Contract.

d. **Original Policies.** Access to the original certified copies of required insurance policies will be provided to Owner for review upon request.

e. **Attachments.** Attached hereto are true and correct copies of the following:

   (i) Current certificates of insurance describing each of the policies of insurance required hereunder; and

   (ii) All policy endorsements required hereunder.

1.14 **Notification.** All policies shall obligate the insurer to notify the San Antonio Water System (Attn: Contract Administration, P.O. Box 449, San Antonio, Texas 78298-2449, of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, at least 30 days prior to any such non-renewal, cancellation or change. All policies shall require at least ten (10) days’ notice of cancellation to Owner in the event of non-payment of premiums by Design-Build Firm.

   a. **Material Change.** “Material change” means any of the following changes to the Policy during the term of the Policy:

      (i) a change in the policy period;

      (ii) a material revision to, or removal of, a coverage section;

      (iii) a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or

      (iv) an increase of the amount of any self-insured retention(s).

Design-Build Firm shall not cause or permit its insurance to be canceled, reduced, restricted, limited, or invalidated.
1.15 **Insurance Carriers.** All Design-Build Firm’s insurance shall be issued by insurance carriers authorized to do business in Texas at the time the policy is issued (and at all times during the term of this Agreement) and rated by A.M. Best Company as A-VII or better, confirmed by one or more insurance certificates conforming to the following requirements:

a. **Acord Form.** Certificates of insurance shall be prepared on an Acord 25 (2010/05) form, or any later edition of this form.

b. **Certificate Holder.** Certificates shall designate Owner as certificate holder, together with Owner’s mailing address.

c. **Name of Insured.** The named insured’s name must match Design-Build Firm’s name as shown in this Agreement.

d. **List of Insurance Companies.** Certificates shall list each insurance company producing each form of coverage, together with the applicable policy number and policy date.

e. **Contact Information of Issuing Producer.** Certificates shall include the name, address, phone number, fax number and email address of the issuing producer, and the signature of the authorized representative of the producer.

f. **Additional Insured/Additional Named Insured Endorsements.** Certificates for all applicable policies shall attach copies of all applicable additional insured/additional named insured endorsements.

g. **Deductibles.** All deductibles and self-insured retentions shall be disclosed on the certificate and shall be paid by, assumed by, for the account of, and at Design-Build Firm’s sole risk without any right of reimbursement. No deductible shall exceed $25,000, without prior written approval of Owner, except as otherwise specified herein. Any self-insured retentions must be approved by Owner. Owner may require Design-Build Firm to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any policy with a self-insured retention shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner. If Design-Build Firm elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding the foregoing deductible amounts, Design-Build Firm shall be obligated to grant Owner all rights against Design-Build Firm to the same extent as if Design-Build Firm had maintained the insurance required hereunder with a commercial insurer, including but not limited to additional insured status (as to liability policies other than Workers’ Compensation Insurance and Professional Liability Insurance), primary and non-contributory liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Design-Build Firm shall pay from its assets the costs,
expenses, damages, claims, losses and liabilities, including attorney’s fees and necessary litigation expenses at least to the same extent all of the foregoing would have been covered had Design-Build Firm maintained the insurance required hereunder with a commercial insurer.

h. General Aggregate Limit. Certificates of applicable policies shall disclose any designated construction project(s) general aggregate limit. Owner requires notice of replenishment and placement of supplemental coverage if any aggregate limit is exhausted during the applicable policy period.

i. Primary and Non-Contributory Endorsements. Certificates shall attach all primary and non-contributory endorsements required herein.

j. Waivers of Subrogation. Certificates shall attach waivers of subrogation applicable to all coverages required herein.

k. Notice of Cancellation Terms. Certificates shall attach copies of all notice of cancellation terms from all policies required herein.

l. Project Names. Name(s) of the Project(s) as described in this Contract shall be listed in the certificate.

m. Contractor’s Professional Liability Policy. Include in writing on the certificate the “Retroactive-date” for this coverage.

n. Project and Contract Number(s). Owner’s Project/Contract number(s) along with its descriptor caption must be listed in the Description of Operations section located in the bottom half of the certificate forms.

o. Certificate Holder. Owner shall be shown as the certificate holder in the certificate holder section located in the bottom half of the certificate form as follows:

San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212

p. Distribution of Completed Certificates. Completed Certificates shall be distributed by Design-Build Firm and shall be provided to Owner upon execution of this Contract and upon each renewal, replenishment, or supplementation of the coverage thereunder, and certificates, as follows:

Original shall be sent:

By Mail:
1.16 “Claims-Made” Policy Forms. With respect to any coverage maintained on a “claims-made” policy form, Design-Build Firm shall maintain such coverage for a minimum of ten (10) years after completion of the project or termination of the agreement, whichever occurs later. Coverage under any such policy form shall include a retroactive date based on the effective date of contract for the first performance of Work or Services for the Project. Design-Build Firm’s purchase of an extended discovery period or an extended reporting period on a “claims-made” policy will not be sufficient to comply with Design-Build Firm’s obligations hereunder.

1.17 Design-Build Firm’s Obligations. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Build Firm’s liability to perform and fulfill Design-Build Firm’s duties and obligations of indemnity and defense owed to any member of the Owner Group. Design-Build Firm’s obligations for loss or damage arising out of Design-Build Firm’s Services and Work or operations are not limited to the types or amounts of insurance set forth herein. Losses not covered by the insurance required hereunder shall be paid by Design-Build Firm.
1.18 **Attorney’s Fees.** To the extent Applicable Law allows recovery of attorney’s fees in any action or proceeding commenced to enforce the rights of Owner as an additional insured under this Contract, Design-Build Firm agrees to pay Owner as the prevailing party in any such action, in addition to any other relief granted, the actual reasonable attorney fees Owner has paid or is obligated to pay, and all costs and expenses to enforce such rights, not merely recoverable costs. This provision is independent and severable from any other provision of this Contract and shall be enforceable as a separate contractual agreement and applies to any limited liability company entity liable to Owner under this Contract.

1.19 **Compliance.** Owner shall not be under any duty to advise Design-Build Firm in the event that Design-Build Firm’s insurance is not in compliance with the Contract. Unless otherwise set forth herein, Design-Build Firm shall not cause or permit any required insurance to be cancelled or to lapse prior to the expiration of all common law, statutory and contractual warranty periods. Design-Build Firm shall require all Design-Build Firm Personnel to carry the types and limits of insurance coverage Design-Build Firm determines to be necessary and appropriate to protect Owner and Design-Build Firm from the risk of loss, taking into consideration the scope of services and work performed by each Design-Build Firm Personnel. Excepting only Workers’ Compensation and Professional Liability insurance policies, Design-Build Firm shall cause all Design-Build Firm Personnel to include Owner as an additional insured under each policy of insurance maintained by Design-Build Firm Personnel. Design-Build Firm will require evidence of this insurance and additional insured status to be provided to all Design-Build Firm Personnel prior to their commencement of any work or services, or entering onto any Site in connection with the Project, and copies of this evidence shall be provided to Owner by Design-Build Firm.

1.20 **Policy Limits.** Design-Build Firm is responsible for determining what policy limits in excess of the stated minimum limits of each line of insurance required herein are adequate, and the length of time each line of insurance coverage shall be maintained beyond any lengths of time set forth herein. The insurance requirements set out herein shall not be interpreted as any representation or warranty that the required insurance coverages and limits will necessarily be adequate to fully protect Design-Build Firm. Design-Build Firm is also responsible for determining and requiring appropriate and reasonable policy limits of professional liability insurance coverage from any design professional who is a subconsultant to Design-Build Firm.

1.21 **Erosion of Aggregate Limits.** Design-Build Firm shall provide Owner with thirty (30) days written notice of erosion of any aggregate limits below the minimum amounts required by the Agreement. If any insurance Design-Build Firm furnishes is reduced diminished or exhausted for any reason, Design-Build Firm agrees to supplement, increase and/or replace such insurance with other insurance to ensure that Design-Build Firm has available at all times the coverage required hereunder for the continuation of its Services or Work.

1.22 **Covenants.** Design-Build Firm covenants and agrees that: (i) the failure of Owner to demand certificates of insurance, or proof of compliance with the insurance requirement
herein, or failure of Owner to identify a deficiency in any policy required hereunder will not be construed as a waiver of Design-Build Firm’s obligation to maintain the insurance required under this Agreement; (ii) the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Design-Build Firm, nor shall the limits of coverage stated herein be deemed a limitation of Design-Build Firm’s liability to Owner in this Agreement; (iii) and Design-Build Firm may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance.

1.23 Release and Waiver. Design-Build Firm hereby waives all rights of recovery and releases, and shall cause its Design-Build Firm Personnel to release, Owner from any and all claims or causes of action whatsoever which Design-Build Firm and/or Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Design-Build Firm and/or its Subconsultants or Subcontractors pursuant to the Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING RELEASE AND WAIVER SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF OWNER.

1.24 Compliance with the Insurance Requirements. Certain of Design-Build Firm’s insurance policies (the “Policies”) will require the conforming endorsements in order to comply with the insurance requirements of this Agreement. Owner’s obligations under this Agreement are and shall remain expressly conditioned upon and subject to the issuance and receipt of valid, current and conforming Policies that comply with the insurance requirements of this Agreement, including any conforming endorsements, within 30 calendar days after the Effective Date hereof. Such conforming endorsements and policy forms shall be in form sufficient to enable Owner to receive the independent confirmation of its outside legal counsel that the Policies, as amended by such conforming endorsements, strictly comply with the insurance requirements of this Agreement, which insurance requirements shall remain in full force and effect, and shall not be deemed waived by the execution of this Agreement. The furnishing of such conforming endorsements and compliant policy forms shall be accomplished at no additional cost to Owner. Design-Build Firm acknowledges and agrees that Owner expressly reserves all rights to enforce the failure to comply with insurance requirements herein as a material default by Design-Build Firm under this Agreement.
Exhibit 15

Design-Build Firm’s Confidentiality Agreement
EXHIBIT 15

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made by and between the San Antonio Water System, an agency of the City of San Antonio in the State of Texas (“Owner”) and Teal Construction Company (“Design-Build Firm”), in connection with the Contract for design and construction services dated April 4, 2017 (the “Contract”), pursuant to which Design-Build Firm is to provide services for Owner’s benefit in connection with the architecture, engineering, design, procurement and construction of the Phase 2 Service Center Project to be located in San Antonio, Texas (the “Project”).

Capitalized term used in this Agreement shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

Design-Build Firm, in consideration of the sum of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assumes with respect to Confidential Information, the following duties and responsibilities:

1. Disclosure of Confidential Information. Owner will allow access to or may disclose the Confidential Information to Design-Build Firm, either orally, in writing, or through data transfer.

2. Protection of Confidential Information. Design-Build Firm agrees to take all steps reasonably necessary to hold in confidence the Confidential Information. Design-Build Firm shall bind its affiliates, employees, agents, consultants, contractors and other representatives to this Agreement before sharing Confidential Information with them, and to only provide them access to the Confidential Information to the extent reasonably necessary in the planning for or performance of Services and Work for Owner. Design-Build Firm agrees to use the Confidential Information solely to plan for the performance of and, if contracted to do so, to perform, Services and Work for the Project. Design-Build Firm’s obligations with respect to the Confidential Information also extend to any third party’s proprietary or confidential information disclosed to Design-Build Firm in the course of providing service to Owner. Design-Build Firm’s obligations hereunder shall survive the termination of the Contract and this Agreement. This confidentiality obligation will not apply to the extent that Design-Build Firm can demonstrate that:

(a) the Confidential Information of Owner is, at the time of disclosure, part of the public domain;
(b) the Confidential Information of Owner became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement;

(c) the Confidential Information of Owner can be established by written evidence to have been in the possession of Design-Build Firm at the time of disclosure;

(d) the Confidential Information of Owner is received by Design-Build Firm from a third party without similar restrictions and without breach of this Agreement;

(e) the Confidential Information of Owner was developed by employees or agents of Design-Build Firm independently of Design-Build Firm’s planning for the performance of Services and Work without reference to any Confidential Information of Owner (Design-Build Firm shall bear the burden of proving such independent development); or

(f) the Confidential Information of Owner is required to be disclosed by Design-Build Firm because of an order or ruling of a court or other government agency; provided, however, that Design-Build Firm will use its best efforts to minimize the disclosure of such information and will consult with and assist Owner in obtaining a protective order prior to such disclosure.

3. Materials. All materials, including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to or prepared for Owner by Design-Build Firm based upon Owner’s Confidential Information and any tangible embodiments of Owner’s Confidential Information created by Design-Build Firm shall remain the property of Owner. Design-Build Firm shall return to Owner or destroy such materials and all copies thereof upon the written request of Owner.

4. No License. This Agreement does not grant Design-Build Firm any license to use Owner’s Confidential Information.

5. Successors and Assigns. Design-Build Firm may not assign its rights or obligations arising under this Agreement without Owner’s prior written consent. Owner may assign its rights and obligations arising under this Agreement. This Agreement will be for the benefit of Owner’s successors and assigns, and will be binding on Design-Build Firm’s affiliates, employees, agents, legal representatives and permitted assignees. Design-Build Firm shall bind all Design-Build Firm Personnel to this Agreement.


(a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Texas.
(b) Notwithstanding any other dispute resolution provision in any agreement pertaining to the performance of Services, Owner shall have the right to obtain preliminary relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.

(c) Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this section. Such notice will be treated as having been received upon the earlier of actual receipt or five days after posting.

(d) Design-Build Firm agrees that the breach of the provisions of this Agreement by Design-Build Firm will cause Owner irreparable damage for which recovery of money damages would be inadequate. Owner will, therefore, be entitled to obtain timely injunctive relief to protect Owner's rights under this Agreement in addition to any and all remedies available at law.

(e) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(f) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to or waiver of, or excuse of any other, different, or subsequent breach by either party.

(g) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

(h) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party’s right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
(i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date this ___ day of _____, 2017.

DESIGN-BUILD FIRM: Teal Construction Company

By: ____________________________

Printed Name: ____________________________

Title: ____________________________
Exhibit 16

Resolution in Support of Design Build Services Agreement
EXHIBIT 16
RESOLUTION IN SUPPORT OF CONTRACT

RESOLVED, that ____________ is authorized, empowered, and directed, as the authorized representative of Teal Construction Company, to take all actions and to execute, deliver, and perform for or on behalf of Teal Construction Company, all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such authorized representative deems advisable in connection with the formation of that one Design-Build Agreement, dated April 4, 2017 (“the Contract”), by and between the San Antonio Water System (“Owner”) and Teal Construction Company.

FURTHER RESOLVED, that the president and each vice president of Teal Construction Company is authorized, empowered, and directed, as an authorized representative of the Teal Construction Company to take all actions and to execute, deliver, perform and consummate for or on behalf of Teal Construction Company the transactions contemplated by these resolutions and all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such authorized representative deems advisable in connection with the Contract.

FURTHER RESOLVED, that all actions by or on behalf of the officers, employees, members, agents or other representative of Teal Construction Company taken and performed up to the date hereof with respect to the formation of, and the preparation, execution, and delivery of the Contract, and all other actions taken directly or indirectly in connection with the transactions contemplated by the Contract, and any other related transactions or occurrences that are hereby are, approved, ratified and confirmed in all respects.

FURTHER RESOLVED, that the Assistant Secretary of Teal Construction Company is authorized, empowered, and directed and shall certify and attest to and deliver to Owner, the attached Certificate of Formation, Certificate of Fact, Certificate of Filing, and Certificate of Good Standing as being true and correct copies of such documents as are currently on file with the Texas Secretary of State and the Texas Comptroller, as applicable, to consummate the transactions contemplated pursuant to these Resolutions.

[SIGNATURES ON NEXT PAGE]
ATTACH SECRETARIAL CERTIFICATE WITH COPIES OF PUBLICLY FILED DOCUMENTS DESCRIBED IN LAST PARAGRAPH ABOVE
Exhibit 17

Prevailing Wage Rate Schedule
General Decision Number: TX170280 01/06/2017 TX280

Superseded General Decision Number: TX20160280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>ASBE0087-014 01/01/2016</td>
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<tr>
<td>BOIL0074-003 01/01/2014</td>
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<tr>
<td>ELEC0060-003 06/01/2016</td>
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<td>ELEC0060-004 06/01/2016</td>
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<td>ELEV0133-002 01/01/2016</td>
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<tr>
<td>ENGI0450-002 04/01/2014</td>
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</tr>
</tbody>
</table>

---

Footnote: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.


---

Exhibit 17 –Prevailing Wage Rate Schedule
Design-Build Services Agreement (Contract No. PS-00036-01)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
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<td>IRONWORKER, STRUCTURAL</td>
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<td>IRONWORKER, ORNAMENTAL</td>
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<td><strong>PLUM0142-009 07/01/2016</strong></td>
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<td>Rates</td>
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<td>HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only)</td>
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<td>HVAC MECHANIC (HVAC Unit Installation Only)</td>
<td>$30.25</td>
<td>11.35</td>
</tr>
<tr>
<td>PIPEFITTER (Including HVAC Pipe Installation)</td>
<td>$30.25</td>
<td>11.35</td>
</tr>
<tr>
<td>PLUMBER (Excludes HVAC Pipe Installation)</td>
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<td>11.35</td>
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<td><strong>SFTX0669-002 04/01/2016</strong></td>
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<td>Rates</td>
<td>Fringes</td>
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<td>SPRINKLER FITTER (Fire Sprinklers)</td>
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<td>Sheet metal worker</td>
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<tr>
<td>BRICKLAYER</td>
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<tr>
<td>CARPENTER (Form Work Only)</td>
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<td>Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation</td>
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<td>CAULKER</td>
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<td>$10.75</td>
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<tr>
<td>LABORER: Mason Tender - Brick</td>
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<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
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</table>
LABORER: Pipelayer .................. $ 11.00 0.00
LABORER: Roof Tearoff ............. $ 11.28 0.00
LABORER: Landscape and Irrigation .................... $ 8.00 0.00

OPERATOR: Backhoe/Excavator/Trackhoe .......... $ 15.98 0.00
OPERATOR: Bobcat/Skid steer/Skid Loader .... $ 14.00 0.00
OPERATOR: Bulldozer ..................... $ 14.00 0.00
OPERATOR: Drill .......................... $ 14.50 0.00
OPERATOR: Forklift ........................ $ 12.50 0.00
OPERATOR: Grader/Blade ................... $ 23.00 5.07
OPERATOR: Loader ......................... $ 12.79 0.00
OPERATOR: Mechanic ........................ $ 18.75 5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete) ... $ 16.03 0.00
OPERATOR: Roller ......................... $ 12.00 0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall
Finishing/Taping ................................ $ 13.07 0.00
ROOFER .................................. $ 12.00 0.00
TILE FINISHER ........................... $ 11.32 0.12
TILE SETTER ................................ $ 14.94 0.00
TRUCK DRIVER: Dump Truck ............... $ 12.39 1.15
TRUCK DRIVER: Flatbed Truck ........... $ 19.65 8.57
TRUCK DRIVER: Semi-Trailer Truck ........ $ 12.50 0.00
TRUCK DRIVER: Water Truck ............ $ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "Identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers
Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers
Classifications listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------
WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice materials, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Exhibit 18

Release of Claims Forms
EXHIBIT 18
RELEASE OF CLAIMS FORMS

[Release of Claims Forms Follow on the Next 7 Pages]
EXHIBIT 18.1

DESIGN-BUILD FIRM’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF __________

§

___________________ (hereinafter referred to as “Design-Build Firm”), pursuant to the Contract dated _______________, 20__, between the San Antonio Water System (hereinafter referred to as “Owner”) and Design-Build Firm for design and construction of the ________________ Project located at ________________________, hereby certifies and warrants on this ___ day of __________, 20___, acting by and through its undersigned representative, that, except as expressly listed by the Design-Build Firm below:

(1) payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design-Build Firm for damages arising in any manner in connection with the performance of the Contract referenced above for which a bond or the Owner’s property might in any way be encumbered, or for which a surety or the Owner might in any way be obligated or held responsible;

(2) true and correct copies of the Surety’s consent to final payment and all waivers and releases required by the Contract are attached hereto, inclusive of all waivers and releases of the Design-Build Firm, all Subcontractors, all Sub-Subcontractors, all suppliers of materials and equipment, and all performance of work, labor or services who have or may have claims, liens or encumbrances or the right to assert claims, liens or encumbrances against any bonds arising in any manner out of the performance of the Contract referenced above;

(3) TO THE MAXIMUM EXTENT PERMITTED BY LAW, DESIGN-BUILD FIRM SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO OWNER), AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, FEES OF ATTORNEYS AND CONSULTANTS) NOW OR HEREAFTER INCURRED OR PAID BY OR ASSERTED AGAINST OWNER WITH RESPECT TO THE CLAIMS, LIENS, AND RIGHTS HEREIN WAIVED AND RELEASED OR ARISING OUT OF ANY BREACH OR UNTRUTH OF ANY REPRESENTATION HEREIN MADE; and

(4) all of the provisions of this document shall bind the Design-Build Firm and the Design-Build Firm’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns and shall inure to the benefit of the Owner and the Owner’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns.

(5) the Design-Build Firm specifically waives and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this Affidavit, except as follows:

______________________________________________________________________________________________
______________________________________________________________________________________________
REQUIRED DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.

2. Design-Build Firm’s Waiver and Release on Final Payment.

3. Separate Waivers and Releases from Subcontractors, Sub-Subcontractors and Suppliers on Final Payment, accompanied by a list thereof.

DESIGN-BUILD FIRM: (Name and address)

BY: ______________________________________________
    (Signature of authorized representative)

____________________________________________
    (Printed name and title)

Subscribed and sworn to before me, the undersigned authority on this date:

Notary Public: __________________________________

My Commission Expires: ________________________

NOTICE OF POTENTIAL CRIMINAL AND PERSONAL LIABILITY: Funds paid to the Design-Build Firm may be trust funds under the Texas Trust Fund Act (the “Act”) and the Design-Build Firm’s failure to pay trust funds it owes its artisans, laborers, mechanics, contractors, subcontractors, or materialmen who labor or who furnish labor or material for this project may constitute a violation of the Act and may subject the Design-Build Firm and/or its owners, officers, directors, or agents to prosecution for a criminal misdemeanor or felony under the Act, as well as personal civil liability.
EXHIBIT 18.2

PARTIAL WAIVER AND RELEASE OF CLAIMS

THE STATE OF TEXAS §
COUNTY OF ___________ §

The undersigned is an original contractor who has furnished labor and/or material (“Work”) in the construction of improvements upon real property owned by San Antonio Water System, including its directors, managers, officers, employees, subsidiaries, heirs, legal representatives, affiliates, agents, successors, assigns, and parents (“Owner”) located at ________________ in the City of San Antonio, Bexar County, Texas (the “Property”).

The undersigned has furnished Work in connection with the Property as reflected in its current Application for Payment dated ________________, 20___ ("Current Payment Application") which covers Work furnished for the period ending on ________________, 20___ and is requesting payment in the amount of ($____________________________) on account of such Work.

For Work in connection with the Property, the undersigned has received $_______________________ for Work through _________________, 20___ (the “Release Date”), the receipt and sufficiency of which the undersigned acknowledges and agrees to be payment in full (less retainage, if any) for all Work provided through the Release Date, except as specifically identified in paragraph 5 below.

Therefore, in consideration of the payment to be received from Owner pursuant to the Current Payment Application and except as specifically identified in paragraph 5 below, the undersigned:

1. Waives and releases, all claims of every kind against Owner or the Property, including, but not limited to, all causes of action, demands, liens and claims of liens, whether statutory, at law, or under the Texas constitution, whether currently known or unknown, whether arising in tort, contract, or otherwise, which the undersigned may have as a result of or in connection with the Work reflected in the Current Payment Application;

2. Represents and warrants that all of its prior waivers and releases for the cumulative amount of sums previously invoiced in connection with the undersigned’s prior applications for payment are no longer conditional and are full and final (subject only to release of amounts withheld from the payment thereof as retainage), and that all persons and entities have been proportionately paid all amounts incurred by the undersigned, whether or not due and owing, for all work or labor performed, for all equipment rental, and for all materials, specially fabricated materials, services or supplies furnished in connection with the Work.

3. Has been paid in full (less retainage, if any) for all sums owed for Work concerning the Property through and including the Release Date;

4. Agrees to indemnify, defend, with counsel acceptable to Owner, and hold harmless Owner from and against all claims of every kind (including, but not limited to, all causes of action, demands, liens and claims of liens, whether statutory, at law, or under the Texas constitution, whether currently known or unknown, whether arising in tort, contract, or otherwise, which the undersigned may have as a result of or in connection with the Work reflected in the Current Payment Application).
constitution, whether currently known or unknown, whether arising in tort, contract, or otherwise), liability, loss, cost (including without limitation court costs and other dispute resolution costs), expense and fees (including, but not limited to, attorneys’ fees and witness fees, including those of experts and consultants) now or hereafter incurred, paid or suffered by or asserted against Owner or the Property because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims, liens and rights herein waived and released or arising out of any breach or untruth of any representation herein made.

5. Notwithstanding the foregoing to the contrary, the undersigned does not waive any of the following claims, causes of action, and demands for which the undersigned has given prior written notice to Owner:

[Identify specific unresolved matters of which Design-Build Firm has given written notice to Owner.]

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned original contractor.

All of the provisions of this document shall bind the undersigned original contractor and the undersigned’s directors, managers, officers, employees, subsidiaries, heirs, legal representatives, affiliates, agents, successors, assigns, and parents and shall inure to the benefit of Owner.

NOTICE: Funds paid to the Contractor may be trust funds under the Texas Trust Fund Act (the “Act”) and Contractor’s failure to pay trust funds owes its artisans, laborers, mechanics, contractors, subcontractors, or materialmen who labor or who furnish labor or material for the Project may constitute a violation of the Act and may subject Contractor and/or its owners, officers, directors, or agents to prosecution for a criminal misdemeanor or felony, as well as a civil suit for money damages, under the Act.

EXECUTED this ___ day of ____________, 20__.

________________________________________
By: 
Name: 
Title: 

THE STATE OF TEXAS §
COUNTY OF ____________ §

This instrument was acknowledged before me on the _____ day of _________________, 20__, by __________________, __________________ of __________________, a __________________, on behalf of said __________________.
EXHIBIT 18.3

FINAL WAIVER AND RELEASE OF CLAIMS

THE STATE OF TEXAS

COUNTY OF ______

The undersigned is an original contractor who has furnished labor and/or material ("Work") in the construction of improvements upon real property owned by San Antonio Water System, including its directors, managers, officers, employees, subsidiaries, heirs, legal representatives, affiliates, agents, successors, assigns, and parents ("Owner") located at ______________________ in the City of San Antonio, Bexar County, Texas (the "Property").

For Work in connection with the Property, the undersigned:

(i) Received $ _______________ through ______________, 20___; and

(ii) Is not owed any amounts, and no amounts have been retained.

Therefore, in consideration of the payment to be received from Owner pursuant to the final Application for Payment, the undersigned:

1. Represents and warrants to Owner that the Work has been completed;

2. Represents and warrants to Owner that the undersigned has been paid in full for all sums owed for Work concerning the Property;

3. Acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner or the Property, including, but not limited to, all causes of action, demands, liens and claims of liens, whether statutory, at law, or under the Texas constitution, whether currently known or unknown, whether arising in tort, contract, or otherwise, which the undersigned may have as a result of or in connection with the Work;

4. Represents and warrants to Owner that all persons and entities have been proportionately paid all amounts incurred by the undersigned, whether or not due and owing, for all work or labor performed, for all equipment rental, and for all materials, specially fabricated materials, services or supplies furnished in connection with the Work

5. Agrees to indemnify, defend, with counsel acceptable to Owner, and hold harmless Owner and its directors, managers, officers, employees, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all claims of every kind (including, but not limited to, all causes of action, demands, liens and claims of liens, whether statutory, at law, or under the Texas constitution, whether currently known or unknown, whether arising in tort, contract, or otherwise), liability, loss, cost (including without limitation court costs and other dispute resolution costs), expense and fees (including, but not limited to, attorneys' fees and witness fees, including those of experts and consultants) now or hereafter incurred,
paid or suffered by or asserted against any one or more of the Indemnitees or the Property because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims, liens and rights herein waived and released or arising out of any breach or untruth of any representation herein made.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned original contractor.

All of the provisions of this document shall bind the undersigned original contractor and the undersigned’s directors, managers, officers, employees, subsidiaries, heirs, legal representatives, affiliates, agents, successors, assigns, and parents and shall inure to the benefit of Owner and Owner’s heirs, legal representatives, successors, assigns and sureties.

NOTICE: Funds paid to the Contractor may be trust funds under the Texas Trust Fund Act (the “Act”) and Contractor’s failure to pay trust funds it owes its artisans, laborers, mechanics, contractors, subcontractors, or materialmen who labor or who furnish labor or material for the Project may constitute a violation of the Act and may subject Contractor and/or its owners, officers, directors, or agents to prosecution for a criminal misdemeanor or felony, as well as a civil suit for money damages, under the Act.

EXECUTED this ___________ day of ________________________, 20___.

By:
Name: ____________________________
Title: ____________________________

THE STATE OF TEXAS §
COUNTY OF ____________ §

This instrument was acknowledged before me on the _____ day of ____________________, 20__, by ________________, ________________ of ________________, a ________________, on behalf of said _________________.

_________________________________
Notary Public, State of Texas

My Commission Expires: ____________________________
Printed or Typed Name of Notary
Exhibit 19

Warranty Protocol
Please complete this form and email to warranty@tealcon.com. Please try to be as specific as possible with your request. Teal Construction will contact the appropriate subcontractor and schedule meeting with the Owner and the site's designated representative to go over the issue. At the time of the meeting Teal will provide an estimated schedule for getting the work completed.

WARRANTY WORK REQUEST

PROJECT: SAWS Project
Service Center Facilities
San Antonio, TX

SPECIFY CENTER: Northwest Operations Center
Eastside Operations Center

SUBSTANTIAL COMPLETION DATE:

WARRANTY EXPIRES:

We are experiencing a warranty problem (described below). Your immediate attention to correcting this problem is appreciated.

TO:
COMPANY NAME: Teal Construction
CONTACT: Warranty Department
PHONE NUMBER: 210-714-5482
EMAIL: warranty@tealcon.com

FROM:
COMPANY NAME: 17-5004 SAWS Project

STATEMENT OF PROBLEM:

ALL PARTIES AGREE THAT THE WARRANTY REQUEST WORK WAS COMPLETED ON THE FOLLOWING DATE

__________________________________  __________________________________
OWNER, Name & Title  SUBCONTRACTOR, Name & Title

TEAL CONSTRUCTION, Name & Title
Warranty Plan

Teal Construction provides close out documents with warranty protocol information at Final Completion of the project. These documents will include the subcontractor contact list, warranty protocol, and warranty work request. When a warranty request is made, the Owner will fill out the warranty work request and send it to Teal Construction to be forwarded to the subcontractor responsible for the work. Teal Construction will meet with the Owner Representative and Subcontractor, and any other responsible parties, on specified site to go over the warranty claim. The work will be scheduled with the subcontractor to work with the Owner's schedule.

Teal Construction will respond to Owner with 24 hours that the Warranty Requests has been received and communicate the plan to address the item. Teal Construction follows industry best practices to respond with a work order for all warranty requests within 5 business days, and to close out all outstanding warranty requests within 30 business days of the original request, pending any delays for parts or other reasonable delays.

If investigation of the warranty request is needed Teal Construction will contact Owner or designated site representative for approval prior to doing any investigation that will disrupt the sites day to day activities. Teal Construction will work with the Owner on putting a schedule together for the investigations.

Once work is complete the Warranty Work Request form will be signed by the Owner, Teal Construction and the Subcontractor and, if required, photo documentation and description of the work that was completed will be included by Teal Construction. All parties will receive a copy of the completed form. Teal Construction will log all requests and return to Owner at end of warranty period. One month prior to the warranty period being completed Teal Construction's Project Manager, Superintendent, and Owner will walk the project to document any outstanding warranty work requests.
Exhibit 20

Agreement to Adopt Dispute Resolution Procedures
This AGREEMENT TO ADOPT DISPUTE RESOLUTION PROCEDURES ("Agreement") is made and entered into this __ day of ______, 2017, (the "Effective Date") by and between the San Antonio Water System ("Owner") and Teal Construction Company, the Design-Build Firm. Owner and Design-Build Firm may be referred to individually herein as a "Party" and collectively as the "Parties."

The Parties enter into this Agreement pursuant to their contract, entitled Design-Build Services Agreement (the "Contract"), dated April 4, 2017, for the planning, development, engineering and design, procurement, demolition, renovation and/or construction of the East Side Operations Center ("ESOC") and the North West Operations Center ("NWOC"), constituting Phase 2 of the Owner’s New Service Center Project (referred to herein as the "Project").

In consideration of the terms, conditions, covenants and agreements contained both herein and in their Contract, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as hereinafter set forth. Except as expressly provided otherwise in Section XIX of the Agreement, the following procedures ("Dispute Resolution Procedures") shall apply to the resolution of any contested claim, controversy or demand, including any demand for damages, specific performance, or any other legal or equitable remedy, arising out of or relating to the Agreement, or the breach thereof, (hereinafter referred to as a "Dispute"): (A) First Step: Direct Negotiation of Parties’ Senior Executives. The Parties shall cause their senior executives to convene within five (5) days after the date that a Party invokes these Dispute Resolution Procedures in writing (the "Invocation Date") to attempt to resolve the Dispute by direct negotiation. Each senior executive who participates in the negotiation shall be deemed to have unlimited authority to bind his/her Party.

(B) Second Step: Non-Binding Mediation. If the Parties’ senior executives fail to convene such negotiations within such five (5) day period, or if the Parties’ senior executives fail to resolve the Dispute within fifteen (15) calendar days from the Invocation Date, the Dispute shall be deemed resolved unless one Party delivers to the other Party within such ten (10) day period a written request for mediation ("Mediation Request"). Submission of a Mediation Request within such ten (10) day period shall be a condition precedent to any further proceedings on the Dispute. Mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures. Mediation shall take place in San Antonio, Texas, with a Mediator approved by the Parties, who shall equally share the costs of Mediation. Attachment A to these Dispute Resolution Procedures is a listing of dispute resolution neutrals the Parties agree to consider appointing as Mediator, subject to disclosure and resolution of any conflicts of interest that may relate to a neutral’s impartiality. Any Mediator who is not listed on
Attachment A must be a duly licensed attorney who is an active member of the State Bar of Texas or other state bar of one of the United States or a Registered Professional Engineer or Architect who has not been subject to disciplinary action within the past ten years, and who has at least fifteen (15) years prior experience acting as a mediator, arbitrator and/or dispute review board member for construction contract disputes and the negotiation, interpretation and/or adjudication of contract rights and claims involving the design and construction of commercial construction projects having a value comparable to that of the Project. Upon Owner’s request, the Design-Build Firm shall arrange for third parties having a contractual relationship with the Design-Build Firm to participate in the Mediation if such third parties may have responsibility or liability in connection with the Dispute and their involvement in or connection with the Project may give rise to common or interrelated questions of fact, law and contract interpretation. The Mediation of the Dispute must be completed within thirty (30) days from the date a Mediation Request has been delivered to the other Party, unless the Parties and the Mediator agree in writing to extend the period to be allowed for the Mediation. Any Party may, at any time after delivery of a Mediation Request, elect to terminate the Mediation process by delivering to the other Party a written notice of such election, whereupon the Mediation step of these Procedures shall be deemed to have been completed, and either party may proceed to the next step in these Dispute Resolution Procedures, as provided in Subparagraph (iv), below.

(C) Third Step: Litigation. Any Dispute that is not otherwise resolved under these Dispute Resolution Procedures, as set forth above, shall be resolved by litigation.

Each Party shall bear its own costs arising out of or in connection with these Dispute Resolution Procedures. The Parties acknowledge that they have established a fixed allowance in the GMP for funding of Owner’s share of the costs of dispute resolution hereunder. Such costs remain subject to recovery by Owner if Owner is the prevailing party under Section XIX of the Contract.

Miscellaneous Provisions

Nothing in this Agreement shall alter the liability of either Party as provided under the Contract, or by law.

This Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]
<table>
<thead>
<tr>
<th>OWNER: San Antonio Water System</th>
<th>DESIGN-BUILD FIRM:</th>
</tr>
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<tbody>
<tr>
<td>By: ___________________________</td>
<td>By: ___________________________</td>
</tr>
<tr>
<td>Robert R. Puente, President and CEO</td>
<td>Teal Construction Company</td>
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<td>___________________________</td>
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<td>___________________________</td>
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<td>___________________________</td>
</tr>
<tr>
<td>Name</td>
<td>Contact Information</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| George Baldwin | Peckar & Abramson PC  
111 Congress Avenue, Suite 1010  
Austin, Texas 78701  
Tel: (512) 236-0009  
Email: gbaldwin@pecklaw.com | Attorney                  |
| Joe Canterbury | Canterbury, Stuber, Elder, Gooch & Surratt  
Occidental Tower 5005 LBJ Freeway #1000  
Dallas, Texas 75244  
Tel: (972) 239-7493  
Email: jcanterbury@canterburylaw.com | Attorney                  |
| Wes Johnson   | The Gardner Law Firm  
745 East Mulberry Avenue, Suite 500  
San Antonio, Texas 78212-3154  
Tel: (210) 733-8191  
Email: nwj@tglf.com  
Catherine Perez - cs@tglf.com | Attorney                  |
| Dean Kilgore  | 1301 West 25th Street, Suite 540  
Austin, Texas 78705  
Tel: (512) 478-6120  
Email: kilgorelaw@msn.com | Attorney                  |
| Dan Naranjo | Dan A. Naranjo, P.C.  
P.O. Box 781828  
San Antonio, Texas 78278  
Tel: (210) 344-9848  
Email: Dnaranjo@texas.net | Attorney                  |
| Richard O’Neill | Law Offices of Davidson & Troilo  
7550 W IH-10, Suite 800  
San Antonio, Texas 78229  
Tel: (210) 348-6484  
Email: roneil@davidsontroilo.com | Attorney                  |
| John Specia | Plunkett, Griesbeck & Mimari, Inc.  
1635 E. Lowe 410 Suite 900  
San Antonio, Texas 78209  
Tel: (210) 734-7092  
Email: jspecia@pg-law.com | Attorney                  |
| Phyllis Speedlin | Dykema Cox Smith  
112 E. Pecan, Suite 1800  
San Antonio, Texas 78205  
Tel: 210-554-5594  
Email: pspeedlin@coxsmith.com | Attorney                  |
| Robert Wachsmuth | Robert W. Wachsmuth & Associates  
9311 San Pedro, Suite 707  
San Antonio, Texas 78216  
Tel: (210) 342-2707  
Email: Bob@rwwattorneys.com | Attorney                  |
Exhibit 21

Owner’s Confirmation of Funding
EXHIBIT 21

OWNER’S CONFIRMATION OF FUNDING

DATE: ________________

OWNER: San Antonio Water System

DESIGN-BUILD FIRM:

PROJECT: Phase 2 Service Center Project (“Project”)

CONTRACT: Design-Build Services Agreement, Contract No PS-00036-01, dated April 4, 2017

1. Owner’s full legal name, physical and mailing address, and business telephone number:

   Philip C. Campos, Jr., CPA
   Director, Contracting
   San Antonio Water System
   2800 U.S. Hwy 281 North
   San Antonio, Texas 78212
   Phone: 210-233-3871

2. Owner has authorized and approved funding for the Project in the amount of $17,710,927.00 (the Initial Guaranteed Maximum Price), which includes funding available to pay for all Work and Services under and in accordance with the Agreement.

San Antonio Water System:

By: _________________________________
   Robert R. Puente,
   President and CEO

The name and address of Design-Build Firm’s Payment Bond Surety to whom a claim may be sent:

Chubb Group of Insurance Co.
1330 Post Oak Blvd.
Houston, TX 77056-3011
Exhibit 22

Owner’s Security Procedures
EXHIBIT 22

OWNER’S SECURITY PROCEDURES

Capitalized terms used in this exhibit shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

If Services or Work will be conducted on Owner’s property, or involve any Owner’s networks or any Owner facility, the Design-Build Firm shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by Owner Security) is properly completed for all employees performing Services or Work under this Agreement and is on file with SAWS Security prior to commencement of any Services or Work. Any person found to have an unacceptable background check will not be allowed to perform Services or Work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Owner’s Director of Security). Design-Build Firm Personnel performing Services or Work must be listed on the PCDF and the Background Screening Letter. Design-Build Firm shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the Services and Work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Design-Build Firm shall advise the Owner’s Project Manager and SAWS Inspector of any employee terminations or changes to personnel performing Services or Work under this Agreement and the Design-Build Firm shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing Services or Work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Design-Build Firm shall immediately notify the Owner’s Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Design-Build firm, its employees, and agents, and all Design-Build Firm Personnel shall obtain an Owner’s photo identification badge (Contractor's Badge) and parking tag, prior to commencement of any Services or Work on Owner’s property, which shall be used only for purposes necessary to perform the Services or Work under this Agreement. Owner’s Badge Office hours are Monday, Wednesday and Friday 8:00 AM to 12:00 PM excluding Owner’s holidays (hours are subject to change). Security staff can be contacted at (210) 233-3177 or (210) 233-3338. A replacement fee may be charged for lost or damaged badges or parking tags. As a condition of final payment, Design-Build Firm shall return all badges and parking tags to the Security Office. In the event Design-Build Firm fails to return all security badges and parking tags, in addition to any other rights or remedies to which Owner may be entitled at law or in equity, Owner may withhold from payment to the Design-Build Firm the sum of $500.00 dollars per badge or parking tag as liquidated damages. Design-Build Firm agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by Owner for failure to return the badges or parking tags.
Owner facilities require an Owner’s employee to physically escort Design-Build Firm at all times. Owner may, in its sole discretion, waive the escort requirements if the PCDF and a “clean” Background Screening Letter, signed by an authorized representative of Design-Build Firm are approved by Owner’s Security.

Design-Build Firm Personnel must always be under escort of the Design-Build Firm while performing Services or Work on any Owner designated primary facility (list with Owner’s Security). Design-Build Firm Personnel must display either a company photo badge, with name, or a valid driver’s license at all times while present on any Owner’s property. Design-Build Firm is solely responsible for the actions of its employees, agents, contractors and Design-Build Firm Personnel.

Design-Build Firm MUST be prepared for additional security requirements at its expense if violations of Owner’s Security Procedures set forth herein are noted. Some examples of additional requirements include hiring of Owner approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, these Security Procedures are for the exclusive benefit of Owner, and do not constitute an attempt by Owner to direct the Design-Build Firm in the performance of its Services or Work or in its own security measures, for all of which the Design-Build Firm remains solely and exclusively responsible.

Advance coordination by Design-Build Firm with Owner Security for these security requirements is necessary to ensure no delays with timely performance of the Services and Work. In the event Design-Build Firm fails to comply with Owner Security requirements, Owner may, with no penalty or claim against Owner:

- Issue a Work Stoppage Order until the security violation(s) are remedied
- Ask any unidentified or improperly identified person or equipment to leave Owner’s site immediately, and not return until items are remedied.
TO: San Antonio Water System Board of Trustees

FROM: Julie A. Valadez, Project Manager, AIA, PMP, Development, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 5 AND AUTHORIZATION OF ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR PHASE 2 OF THE SERVICE CENTER PROJECT

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 5 and amends Resolution No. 12-325 by authorizing additional funds to an existing Program Management Services contract with APSI Construction Management in the amount not to exceed $958,465.00 for additional Program Management Services related to Phase 2 of the Service Center Project.

- The Service Center Program’s concept was originally presented at the Policy and Planning meeting in December of 2010 and the Board of Trustees (the “Board”) directed staff to proceed with the Program.

- On January 9, 2012, a Request for Qualifications was issued for the required professional services. Nine qualification statements were received. APSI Construction Management was selected through the Professional Services selection process.

- On June 5, 2012, by Resolution No. 12-325, the Board approved the staff recommendation to enter into a contract with APSI Contraction Management in the amount of $3,643,635.00.

- On June 14, 2016, Phase 1 of the Service Center Project was completed and in full operation.

- Since the initial length of this Project was expected to end in 2014, additional services are required to ensure Program Management Services continue through February of 2019 to include the completion of the Phase 2 construction and occupancy.

- To date, APSI Construction Management has completed Program Management Services for the Design and Construction of Phase 1 and the Design phase portions of Phase 2.

Staff recommends that the Board approve this resolution.
Approval of Contract Amendment No. 5 and Authorization of Additional Funds for Program Management Services Service Center Project

FINANCIAL IMPACT:

The Project Fund will finance these expenditures included in the 2016 Capital Improvements Program. The work is included in the Water Delivery Core Business and Wastewater Core Business. The total contract amount will not exceed $4,602,100.00. The correlating job numbers are 16-7709 and 16-7710. Total value of this action is an amount not to exceed $958,465.00 for the additional Program Management Services.

<table>
<thead>
<tr>
<th>Original Contract Amount (Resolution No. 12-325)</th>
<th>Amount Authorized</th>
</tr>
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<tbody>
<tr>
<td>$3,643,635.00</td>
<td></td>
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</tbody>
</table>

| Contract Amendment No. 1 (No Board Action Required) | 0.00             |
| Contract Amendment No. 2 (No Board Action Required) | 0.00             |
| Contract Amendment No. 3 (No Board Action Required) | 0.00             |
| Contract Amendment No. 4 (No Board Action Required) | 0.00             |
| Proposed Contract Amendment No. 5                  | 958,465.00       |
| Revised Contract Amount                            | $4,602,100.00    |

SUPPLEMENTARY COMMENTS:

This contract was amended with the no-cost Contract Amendment No. 1 on August 23, 2013. Contract Amendment No. 1 was to add specific language to address the Design-Build delivery method, extended the completion date from February 2015 to September of 2017 and to remove Phase 3 North East Operations Center (NEOC) and North West Operations Center (NWOC) from their scope of work.

This contract was amended with the no-cost Contract Amendment No. 2 on February 14, 2014. Contract Amendment No. 2 was to extend the completion date of Phase 1 from September 2015 to March 2016.

This contract was amended with the no-cost Contract Amendment No. 3 on February 26, 2015. Contract Amendment No. 3 was to include the Northwest Operation Center into Phase 2.

This contract was amended with the no-cost Contract Amendment No. 4 on July 5, 2016. Contract Amendment No. 4 was to include Design Guide Illustrations into the Phase 2 Design Criteria Package, and to extend the completion date of Phase 2 from September 2015 to March 2016.
Approval of Contract Amendment No. 5 and Authorization of Additional Funds for Program Management Services Service Center Project

Julie A. Valadez, AIA, PMP
Project Manager
Development

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 CONTRACT AMENDMENT NO. 5 TO PROVIDE FOR ADDITIONAL PROGRAM MANAGEMENT SERVICES TO THE EXISTING CONTRACT WITH APSI CONSTRUCTION MANAGEMENT FOR ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $958,465.00 IN CONNECTION WITH THE SERVICE CENTER PROJECT; AMENDING RESOLUTION NO. 12-325 BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $958,465.00 FOR A TOTAL AUTHORIZATION AMOUNT NOT TO EXCEED $4,602,100.00 FROM THE PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO AN EXISTING CONTRACT WITH APSI CONSTRUCTION MANAGEMENT FOR PROGRAM MANAGEMENT SERVICES, AND TO PAY APSI CONSTRUCTION MANAGEMENT AN AMOUNT NOT TO EXCEED $958,465.00 TO PERFORM ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE PERIOD APRIL 5, 2017 THROUGH FEBRUARY 28, 2019 FOR THE SERVICE CENTER PROJECT; 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”) Board of Trustees approved a contract with APSI Construction Management on June 5, 2012 by Resolution No. 12-325 in an amount not to exceed $3,643,635.00 for Program Management Services related to the Service Center Project; and

WHEREAS, APSI Construction Management has provided quality Program Management Services to the System throughout the Service Center Project, Phase 1 and Phase 2 and additional Program Management Services are needed; and

WHEREAS, Contract Amendment No. 5 included additional Program Management Services in the amount of $958,465.00 for the total contract amount not to exceed $4,602,100.00; and
WHEREAS, the Project Funds are required and available in an amount not to exceed $958,465.00 for services from April 5, 2017 through February 28, 2019; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 5 by amending the existing contract with APSI Construction Management for additional funds in an amount not to exceed $958,465.00 for Program Management Services for the Service Center Project, (ii) to authorize that expenditures in an amount not to exceed $958,465.00 be expended from the Project Fund, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the contract with APSI Construction Management for Program Management Services for the period of April 5, 2017 through February 28, 2019, in an amount not to exceed $958,465.00, and to pay APSI Construction Management an amount not to exceed $958,465.00 to perform Program Management Services for the period from April 5, 2017 through February 28, 2019; now, therefore:

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

1. That Contract Amendment No. 5 is hereby approved to provide additional Program Management Services related to the existing contract with APSI Construction Management, LLC in an amount not to exceed $958,465.00 for the Service Center Project.

2. That expenditures in an amount not to exceed $958,465.00 are hereby approved and to be expended from the Project Fund to perform Program Management 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 APSI Construction Management, for Program Management Services for the Service Center Project in an amount not to exceed $958,465.00, and to pay APSI Construction Management an amount not to exceed $958,465.00 for the additional Program Management 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 29th day of June, 2017.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Jeffrey J. Haby, P.E., Vice President, Production and Treatment, and Tamsen R. McNarie, Director, Operations Support

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

SUBJECT: AWARD OF 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 1

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract for a period of 548 calendar days in the amount of $1,681,055.00 to D Guerra Construction, LLC, a local, MBE-Hispanic firm, in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1.

- The San Antonio Water System (SAWS) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras. SAWS is also required to visually inspect all other mains and clean all mains over a 10-year period.

- Inherent with such a program, there are occasions when pipe defects obstruct the passage of the cleaning nozzle and/or the television inspection camera, requiring point repairs to the pipe. Additionally, numerous manholes require adjustment in order to access the mains for cleaning and inspection. Repair or renewal of sewer service laterals is required when service to the customer is adversely impacted.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary point repairs, manhole adjustments and lateral work.

- The contract will allow for work orders to be issued. The work orders will be issued and managed by SAWS Distribution and Collection Operations and Sewer System Improvements staff, and will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- D Guerra Construction, LLC has submitted the low bid of $1,681,055.00.

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

Funds for these contract services to be provided during FY 2017 were included in the FY 2017 Annual Operating Budget and will be financed with revenues from the System Fund. The System Fund will finance the amount of $1,681,055.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account: 511220). The SAWS job number for the renewal of any sewer laterals is 17-1402 (CIP) and 17-1403 (CIP) for manholes. The SAWS job number for all other work is 17-0108 (O&M).

Funds for these contract services to be provided during FY 2018 will be paid from System funds budgeted in the 2018 Budget, pursuant to and contingent upon Board approval of the 2018 budget with a line item for such expenditures. (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS engineering staff prepared the specifications for this project. The engineer's estimated construction cost is $2,084,802.12.

The bid opening was held on June 7, 2017 at 10:00 a.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>D Guerra Construction, LLC*</td>
<td>$1,681,055.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,733,228.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$1,917,530.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>National Power Rodding Corp.</td>
<td>$2,017,438.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$2,052,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 19.4 percent decrease from the estimated construction cost.

The construction contract will remain in full force for a period of 548 calendar days from the Notice to Proceed date or until funds are exhausted from the contract.
2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1

D GUERRA CONSTRUCTION, LLC

SMWB ANALYSIS – BOARD AWARD

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.30%</td>
</tr>
<tr>
<td>MBE - African American</td>
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<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>96.43%</td>
</tr>
<tr>
<td>MBE - Other</td>
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<tr>
<td>WBE - Minority</td>
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<tr>
<td>WBE - Non-Minor</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWB Total</td>
<td>96.73%</td>
</tr>
</tbody>
</table>

Tamsen McNarie  
Director, Operations Support

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 ACCEPTING THE BID OF D GUERRA CONSTRUCTION, LLC IN THE AMOUNT OF $1,681,055.00 IN CONNECTION WITH THE 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 1; AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,681,055.00 TO D GUERRA CONSTRUCTION, LLC IN CONNECTION WITH THE 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 1; APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $1,681,055.00 FOR THE PROJECT WORK, AND THAT THE SUBSEQUENT YEAR’S EXPENDITURES ARE PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE SUBSEQUENT YEAR’S BUDGET WITH A LINE ITEM FOR SUCH EXPENDITURES; 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, THE AMOUNT OF $1,681,055.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras; and

WHEREAS, the System requires construction services to perform the necessary point repairs, manhole adjustments and laterals work (the "project work") related to the wastewater collection system maintenance program; and

WHEREAS, this contract will supplement Distribution and Collection Operations with outsourced construction services to perform the necessary point repairs, manhole adjustments and laterals work; and
WHEREAS, the System solicited bids for the project work; and

WHEREAS, D Guerra Construction, LLC, a local, MBE-Hispanic firm, submitted a bid in the amount of $1,681,055.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $1,681,055.00 is available from the System 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 $1,681,055.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1, (ii) to award a construction contract in the amount of $1,681,055.00 to D Guerra Construction, LLC in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1, (iii) to approve the expenditure of funds in the amount of $1,681,055.00 for the project work, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures, and (iv) to authorize 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 the amount of $1,681,055.00 for the project work; now, therefore:

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

1. That the bid of D Guerra Construction, LLC in the amount of $1,681,055.00 for the project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1 is hereby accepted.

2. That the construction contract is hereby awarded to D Guerra Construction, LLC in the amount of $1,681,055.00 for the project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 1.

3. That the expenditure of System funds in the amount of $1,681,055.00 for the project work is hereby approved.

4. That a total amount of $1,681,055.00 consisting of project work costs is hereby made available from the System Fund, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures.

5. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with D Guerra Construction, LLC for the project work, and to pay an amount of $1,681,055.00 to D Guerra Construction, LLC for the
project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole
Adjustments and Laterals Contract, Package 1.

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

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

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 29th day of June, 2017.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Jeffrey J. Haby, P.E., Vice President, Production and Treatment, and Tamsen R. McNarie, Director, Operations Support

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

SUBJECT: AWARD OF 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 2

Board Action Date: June 29, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract for a period of 548 calendar days in the amount of $1,567,055.00 to D Guerra Construction, LLC, a local, MBE-Hispanic firm, in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2.

- The San Antonio Water System (SAWS) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras. SAWS is also required to visually inspect all other mains and clean all mains over a 10-year period.

- Inherent with such a program, there are occasions when pipe defects obstruct the passage of the cleaning nozzle and/or the television inspection camera, requiring point repairs to the pipe. Additionally, numerous manholes require adjustment in order to access the mains for cleaning and inspection. Repair or renewal of sewer service laterals is required when service to the customer is adversely impacted.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary point repairs, manhole adjustments and lateral work.

- The contract will allow for work orders to be issued. The work orders will be issued and managed by SAWS Distribution and Collection Operations and Sewer System Improvements staff, and will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- D Guerra Construction, LLC has submitted the low bid of $1,567,055.00.

Staff recommends that the Board approve this resolution.
A ward of Contract - 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2

FINANCIAL IMPACT:

Funds for these contract services to be provided during FY 2017 were included in the FY 2017 Annual Operating Budget and will be financed with revenues from the System Fund. The System Fund will finance the amount of $1,567,055.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account: 511220). The SAWS job number for the renewal of any sewer laterals is 17-1402 (CIP) and 17-1403 (CIP) for manholes. The SAWS job number for all other work is 17-0109 (O&M).

Funds for these contract services to be provided during FY 2018 will be paid from System funds budgeted in the 2018 Budget, pursuant to and contingent upon Board approval of the 2018 budget with a line item for such expenditures. (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS engineering staff prepared the specifications for this project. The engineer's estimated construction cost is $2,084,802.12.

The bid opening was held on June 7, 2017 at 2:00 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>D Guerra Construction, LLC*</td>
<td>$1,567,055.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$1,638,530.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,670,198.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>National Power Rodding Corp.</td>
<td>$2,001,438.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$2,052,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>$2,084,802.12</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 24.8 percent decrease from the estimated construction cost.

The construction contract will remain in full force for a period of 548 calendar days from the Notice to Proceed date or until funds are exhausted from the contract.
2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2

D GUERRA CONSTRUCTION, LLC

SMWB ANALYSIS – BOARD AWARD

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
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<tr>
<td>SBE</td>
<td>0.32%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
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<tr>
<td>MBE - Hispanic</td>
<td>96.17%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
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<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>96.49%</td>
</tr>
</tbody>
</table>

Tamsen McNarie
Director, Operations Support

Jeffrey J. Habe, 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 ACCEPTING THE BID OF D GUERRA CONSTRUCTION, LLC IN THE AMOUNT OF $1,567,055.00 IN CONNECTION WITH THE 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 2; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,567,055.00 TO D GUERRA CONSTRUCTION, LLC IN CONNECTION WITH THE 2017 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONTRACT, PACKAGE 2; APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $1,567,055.00 FOR THE PROJECT WORK, AND THAT THE SUBSEQUENT YEAR’S EXPENDITURES ARE PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE SUBSEQUENT YEAR’S BUDGET WITH A LINE ITEM FOR SUCH EXPENDITURES; 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 THE AMOUNT OF $1,567,055.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras; and

WHEREAS, the System requires construction services to perform the necessary point repairs, manhole adjustments and laterals work (the "project work") related to the wastewater collection system maintenance program; and

WHEREAS, this contract will supplement Distribution and Collection Operations with outsourced construction services to perform the necessary point repairs, manhole adjustments and laterals work; and
WHEREAS, the System solicited bids for the project work; and

WHEREAS, D Guerra Construction, LLC, a local, MBE-Hispanic firm, submitted a bid in the amount of $1,567,055.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $1,567,055.00 is available from the System 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 $1,567,055.00 in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2, (ii) to award a construction contract in the amount of $1,567,055.00 to D Guerra Construction, LLC in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2, (iii) to approve the expenditure of funds in the amount of $1,567,055.00 for the project work, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures, and (iv) to authorize 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 the amount of $1,567,055.00 for the project work; now, therefore:

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

1. That the bid of D Guerra Construction, LLC in the amount of $1,567,055.00 for the project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2 is hereby accepted.

2. That the construction contract is hereby awarded to D Guerra Construction, LLC in the amount of $1,567,055.00 for the project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2.

3. That the expenditure of System funds in the amount of $1,567,055.00 for the project work is hereby approved.

4. That a total amount of $1,567,055.00 consisting of project work costs is hereby made available from the System Fund, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures.

5. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with D Guerra Construction, LLC for the project work, and to pay an amount of $1,567,055.00 to D Guerra Construction, LLC for the
project work in connection with the 2017 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Contract, Package 2.

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

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

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 29th day of June, 2017.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Ernesto Arrellano, Jr., Secretary