AGENDA
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
November 7, 2017, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

1. MEETING CALLED TO ORDER.

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

3. Minutes.
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of September 13, 2017.


5. Public Comment.

SAN ANTONIO WATER SYSTEM
HANDICAPPED ACCESSIBILITY STATEMENT
The San Antonio Water System Buildings and Meeting Rooms are accessible to individuals with disabilities. Accessible visitor parking spaces as well as the accessible entrance and ramp are located at the west side main entrance of the SAWS Headquarters Building, Tower 1, 2800 U.S. Highway 281 North. Individuals with disabilities in need of auxiliary aids and services, including Deaf interpreters, must request such aids and services forty-eight (48) hours prior to the meeting. For assistance, contact the Board Administrator at 210-233-3690 or 711 (Texas Relay Service for the Deaf).
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 Pozzi Enterprises, Inc. dba Border Construction Services to provide: ASR pipeline easement clearing segment 6, Bid No. 17-17098, for a total of $95,000.00.

2. Approving a one-time purchase from OI Corporation dba OI Analytical to provide: distillation and titration system with auto-sampler and carousel for the purpose of analyzing ammonia nitrogen in various matrices, Bid No. 17-17085, for a total of $82,484.00.

3. Approving a one-time purchase from Alterman, Inc. to provide: medium voltage SWGear motor control center, Bid No. 17-17090A, for a total of $99,282.00.

4. Approving a one-time purchase from Horizon Technology, Inc. to provide: automated solid phase extractors for fats, oils, and grease, Bid No. 17-17100, for a total of $104,987.00.

5. Approving a one-time purchase from Dynamic Systems, Inc. to provide: extending the existing flush tank at Brackish Groundwater Desalination Facility, Bid No. 17-17103, for a total of $139,099.00.

6. Approving a one-time purchase from Halifax Security, Inc. dba North American Video to provide: security cameras, video recorders and accessories for maintenance, repair, replacement and improvement of existing equipment, Bid No. 17-16085, for a total of $57,870.00.

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

1. Acceptance of the bid of Federal Resources Supply Co. to provide: annual contract for BW Technologies single gas and multi-gas detectors and accessories, Bid No. 17-7030A, for a total of $69,910.18.

2. Acceptance of the bid of Aztec Fence & Ornamental Iron, LLC to provide: annual contract for fencing repair/relocation services for jobs under $3,000.00, Bid No. 17-2075, for a total of $196,000.00.
3. Acceptance of the bid of Southern Tire Mart, LLC to provide: annual contract for tires & tubes and repair services, Bid No. 17-3120A, for a total of $648,314.00.

4. Authorizing the extension of an existing contract of Affordable Custodial Supplies, Inc. to provide: annual contract for janitorial paper products, Bid No. 15-9055, for a total of $73,220.08.

5. Acceptance of the sole source bid of Innovyze, Inc. to provide: annual contract for Innovyze Informaster, InfoWater, H2O Map and Infoworks (water and sewer) annual subscription for maintenance and support, Bid No. 17-1343, for a total of $87,900.00.

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc. in an amount not to exceed $869,086.86 in connection with the DR 999-1002 Open Cut Package Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

8. A Resolution approving Change Order No. 3 in the amount of $167,607.52 to the construction contract with S.J. Louis Construction of Texas, Ltd. in connection with the C-12 Donaldson Terrace Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 4 in an amount not to exceed $174,402.70 to the construction contract with Oscar Renda Contracting, Inc. in connection with the C5 Culebra – Castroville to Laredo and C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution approving Recapitulation Change Order No. 2 in the decreased amount of $140,776.00 to be credited to the construction contract with Insituform Technologies, LLC in connection with the San Antonio River Outfall – Project 2A. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

11. A Resolution approving Recapitulation Change Order No. 9 in the decreased amount of $514,480.05 to be credited to the construction contract with Qro-Mex Construction Company, Inc. in connection with the Port San Antonio and Lackland Air Force Base Water Main Improvement Project; authorizing the return of funds in the amount of $514,480.05 and the construction contingency balance of $275,000.00 for a total amount of $789,480.05. (ANDREA BEYMER – MICHAEL MYERS)
12. A Resolution approving Recapitulation Change Order No. 12 in the decreased amount of $140,000.00 to be credited to the construction contract with Archer Western Construction, LLC in connection with the Naco Pump Station Improvements Project; authorizing the return of funds in the amount of $140,000.00 and the construction contingency balance of $635,523.16 for a total amount of $775,523.16.
(ANDREA BEYMER – MICHAEL MYERS)

13. A Resolution awarding a professional services contract to Garver, LLC in an amount not to exceed $651,589.00 in connection with the Dos Rios Water Recycling Center Chlorine System Improvements Project. (ANDREA BEYMER – MICHAEL MYERS)

14. A Resolution approving Contract Amendment No. 2 in an amount not to exceed $75,000.00 to the professional services contract with Arcadis U.S., Inc. in connection with the Production Facilities Design Engineering Work Order Contract. (ANDREA BEYMER – MICHAEL MYERS)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

15. A Resolution approving the expenditure of funds in the amount of $92,057.50 for the adjustment of water, sewer and recycled water facilities by the City of San Antonio in connection with the Floyd Curl Green Street Project.
(ANDREA BEYMER – GAIL HAMRICK-PIGG)

16. A Resolution approving the expenditure of funds in the amount of $1,860,375.66 for replacement of water and sewer facilities by the City of San Antonio in connection with the Lamar Street Reconstruction from Austin St. to N. New Braunfels Ave Project.
(ANDREA BEYMER – GAIL HAMRICK-PIGG)

17. A Resolution authorizing the expenditure of funds in the amount of $130,400.00 to the City of San Antonio for the Tree Mitigation Permit Fee in connection with the Lift Station 225 and 267 Elimination Project.
(ANDREA BEYMER – GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

18. A Resolution declaring a public necessity for public use, the acquisition of certain real property in the City of San Antonio located at 139 Springfield Road, San Antonio, Texas, 78219 in the northeast quadrant of Bexar County for the construction of an elevated water storage tank for Pressure Zone 828; for the public use of the expansion and operation of the System through the construction of an elevated storage tank; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the property by negotiation and/or condemnation. Project located in NCB: 10611. (NANCY BELINSKY – BRUCE HABY)
19. A Resolution declaring a public necessity for public use, the acquisition of certain real property in the City of San Antonio being permanent and temporary sewer easements, the project consisting of approximately 11,855 feet of sewer main along Martinez Creek starting at Perez Street, going north and terminating at West Huisache Ave, of Bexar County, Texas, for the public use of the expansion and operation of the System through the construction of Martinez Creek Project; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the easements and authorizing the system to take all appropriate action to acquire the easements by negotiation and/or condemnation. Project located in NCB: 2185, 2175, 2150, 2120, 2149, 6609, 2023. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

20. A Resolution awarding a service contract to ILI INFODISK, INC. dba SAI Global in an amount not to exceed $56,488.00 for a one year period with two optional one-year extensions in connection with Standards Management Solution Software as a Service. (ANDREA BEYMER – JOE CARRENO)

21. A Resolution approving a Joint Funding Agreement with the United States Geological Survey in an amount not to exceed $482,348.00 for a period ending December 31, 2018 in connection with the monitoring and studying groundwater water quality, surface/recharge water quality, and hydrogeologic studies of the Edwards Aquifer and System’s water resources projects. (STEVE CLOUSE – SCOTT HALTY)

22. A Resolution approving a Joint Funding Agreement with the United States Geological Survey in an amount not to exceed $80,500.00 for the period ending December 31, 2018 in connection with measuring inputs and outputs of the Medina Surface Water and Groundwater System. (DONOVAN BURTON – DARREN THOMPSON)

23. A Resolution authorizing expenditures in an amount not to exceed $742,208.72 for Fiscal Year 2018 true up costs and for the second year of a three-year agreement with SHI Software for a Microsoft Enterprise Agreement and add-on software products. (DOUG EVANSON – SREE PULAPAKA)


25. A Resolution approving a Release and Settlement Agreement with the Witte Museum in the total amount of $180,000.00 in connection with work performed by or for the System since January 7, 2011 on infrastructure at or near the Witte Museum. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
26. A Resolution approving a settlement agreement with WW Foundation Drilling, Ltd and Hill Country Bridge, Inc., in the total amount of $62,000.00 in connection with the lawsuit for damages caused to a water main at or near the Olmos Basin Golf Course in San Antonio, Texas. (NANCY BELINSKY)

27. **PUBLIC HEARING: 2018 ANNUAL BUDGET**

   A. Public Hearing Briefing (DOUG EVANSON – MARY BAILEY)
   
   B. Public Hearing on the Following Items:
      
      1. Annual Budget for the San Antonio Water System for the Fiscal Year ending December 31, 2018
      
      2. Necessity for adjustments to the San Antonio Water System’s Water Delivery, Water Supply Fee, Wastewater and Recycled Water Rates effective January 1, 2018 and January 1, 2019

28. Public Comment.

**ITEMS FOR INDIVIDUAL CONSIDERATION**

29. A Resolution approving the annual budget for the San Antonio Water System for the Fiscal Year ending December 31, 2018; authorizing expenditures in an amount not to exceed $9,809,478.00 for the owner controlled construction changes for the fiscal year ending December 31, 2018, approving adjustments to all water delivery, water supply fee, wastewater and recycled water rates and other special services fees effective January 1, 2018 necessary to support the approved annual budget for the fiscal year ending December 31, 2018; and approving adjustments to all water delivery, water supply fee, wastewater and recycled water rates effective January 1, 2019 necessary to support the projected revenue requirements for the fiscal year ending December 31, 2019. (DOUG EVANSON – MARY BAILEY)

**CAPITAL IMPROVEMENT CONTRACTS**

**PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY**

   Developer Customer Contracts

30. 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). (ANDREA BEYMER – TRACEY LEHMANN)
<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</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>Westlakes 1604 Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>493.71</td>
<td>1,450</td>
<td>1,450</td>
<td>COSA</td>
<td>OUTSIDE</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
</tbody>
</table>

**Totals**

|       |        |        | 493.71| 1,450  | 1,450   |            |         |              |       |        |

**Water and Sewer Line Improvements**

31. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc. in an amount not to exceed $1,498,810.56 in connection with the DR 999-1002 Rehabilitation Package Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

32. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in the amount not to exceed $5,086,829.00 in connection with the Central Sewershed Package 3 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

**Production, Transmission and Treatment Improvements**

33. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc., in the amount not to exceed $1,101,078.00 in connection with the Encino Pump Station Water Main Project and Facility 63 Fuel Line Project. (ANDREA BEYMER – MICHAEL MYERS)

34. Briefing and deliberation regarding the Vista Ridge Project and a Resolution approving Contract Amendment No. 1 in an amount not to exceed $5,543,511.00 to the professional services contract with Black & Veatch Corporation in connection with the Central Water Integration Pipeline Project, Owner’s Representative Services. (DONOVAN BURTON – LINDA BEVIS)

35. **BRIEFING SESSION.**

   A. Briefing and deliberation regarding the Sanitary Sewer Overflow Reduction Program

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

   A. City Council and Community Outreach Regarding Proposed Rate Adjustments

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

38. The Regular Session of the November 7, 2017, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Section §551.071 of the Texas Open Meetings Act.
39. EXECUTIVE SESSION.
   A. Consultation with attorneys regarding advice on legal matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, pursuant to Section §551.071 of the Texas Government Code.

40. The Regular Session of the Regular Board Meeting of November 7, 2017, is hereby reconvened.

41. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF NOVEMBER 7, 2017, IS HEREBY ADJOURNED.
MINUTES

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
September 13, 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
Ron Nirenberg, Mayor
Pat Jasso, Vice Chair
Ernesto Arrellano, Jr., Secretary
Louis E. Rowe, Assistant Secretary
Pat Merritt, Trustee
David P. McGee, Trustee

Board Members Absent:
None

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on September 13, 2017, and called to order at 9:07 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 June 29, 2017.
Chairman Guerra asked if there were any corrections to the minutes. Hearing none, he stated the minutes were approved as presented.


None

5. Public Comment.

None

CONSENT AGENDA ITEMS

Items 6 – 26

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

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

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

1. Approving a one-time purchase from E.H. Wachs to provide: hydraulic powered pipe saw and appurtenant equipment, Bid No. 17-17078, for a total of $67,663.32.

2. Approving a one-time purchase from Technology International, Inc. to provide: automatic valve shutoff control panels and chlorine cylinder shutoff valves, Bid No. 17-17061A, for a total of $257,121.50.

3. Approving a one-time purchase from Freeit Data Solutions to provide: Nimble Expansion Shelves for additional 90TB raw storage for file shares and virtual desktop infrastructure, DIR-TSO-2716, Bid No. 17-17088, for a total of $221,411.28.

4. Approving a one-time purchase from SpawGlass to provide: furnish the structural and miscellaneous per plans and specifications for the Odor Control Unit stack fan support, BuyBoard #520-16, Bid No. 17-17087, for a total of $110,977.34.

5. Approving a one-time purchase and installation from Payton Construction, Inc. to provide: one ton capacity emergency chlorine scrubber tank, Bid No. 17-17079, for a total of $347,500.00.

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

1. Authorizing the extension of an existing contract of Safety Supply, Inc. to provide: annual contract for safety harness (full body), Bid No. 16-8024,
for a total of $79,468.22.

2. Acceptance of the sole source bid of IDEXX Distributions, Inc. to provide: annual contract for hydrolysable enzyme substrate packets, Bid No. 17-4017, for a total of $117,479.40.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

7. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oil Field Services Co., Inc. in an amount not to exceed $323,774.00 in connection with the Cox Manufacturing Project; approving a contract between the System, Texas Cox Partnership, Ltd., and Pronto Sandblasting & Coating & Oil Field Services Co., Inc. for the project work; authorizing the expenditures of funds in an amount of $179,888.83 for the System’s proportionate share of the project work payable to Pronto Sandblasting & Coating & Oil Field Services Co., Inc., and the expenditure of funds in an amount of $17,988.88 for the System’s proportionate share of the engineering design fees payable to Texas Cox Partnership, Ltd. (ANDREA BEYMER – SAM MILLS)

Water and Sewer Line Improvements

8. A Resolution approving Recapitulation Change Order No. 6 in the decreased amount of $1,029,434.10 to be credited to the construction contract with PM Construction & Rehab, LLC in connection with the 2014 Small Diameter Rehabilitation Project 1. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution approving Recapitulation Change Order No. 4 in the decreased amount of $4,186,208.87 to be credited to the construction contract with PM Construction & Rehab, LLC in connection with the 2014 Small and Large Diameter Rehab Program - Project 2. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution approving Recapitulation Change Order No. 2 in the decreased amount of $123,302.00 to be credited to the construction contract with SAK Construction, LLC in connection with the Castroville Road 48-inch Rehab Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

11. A Resolution awarding a professional services contract to K Friese & Associates, Inc. in an amount not to exceed $1,500,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package I. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

12. A Resolution awarding a professional services contract to Unintech Consulting Engineers, Inc. in an amount not to exceed $1,250,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package II. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
13. A Resolution awarding a professional services contract to LNV, Inc. in an amount not to exceed $500,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package III. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

14. A Resolution awarding a professional services contract to Lockwood, Andrews & Newnam, Inc. in an amount not to exceed $500,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package IV. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

15. A Resolution awarding a professional services contract to Brown & Gay Engineers, Inc. dba BGE, Inc. in an amount not to exceed $1,250,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package V. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

16. A Resolution awarding a professional services contract to Maestas & Associates, Inc. in an amount not to exceed $500,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package VI. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

17. A Resolution awarding a professional services contract to Civil Design Services, Inc. dba CDS Muery in an amount not to exceed $1,500,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package VII. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

18. A Resolution awarding a professional services contract to Arcadis U.S., Inc. in an amount not to exceed $1,000,000.00 in connection with the 2017 Pipelines Condition Work Order Contract – Package VIII. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

19. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Contract Amendment No. 5 in an amount not to exceed $200,000.00 and approving Contract Amendment No. 6 in an amount not to exceed $368,100.00; authorizing the expenditure of additional funds to CH2M Hill Engineers, Inc. in an amount not to exceed $568,100.00 for additional engineering services in connection with the C-13 Broadway Corridor-Josephine Street to South Alamo Street Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

20. A Resolution awarding a professional services contract to Garver, LLC in an amount not to exceed $221,803.00 in connection with the Dos Rios, Leon Creek and Medio Creek Water Recycling Centers – Tertiary Filter Expansion Project. (ANDREA BEYMER – MICHAEL MYERS)

EASEMENT AND REAL PROPERTY

21. A Resolution accepting an offer in the amount of $120,000.00 for the sale of 12720 S. Zarzamora located in San Antonio, Bexar County, Texas, and approving a purchase
agreement with Rad Rav Enterprises, LLC; affirming a six percent commission to be paid to Cano and Company at closing and authorizing payment of closing costs up to $4,000.00 (excluding real estate commissions) at closing.

(NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

22. A Resolution approving Contract Amendment No. 1 with Pure Technologies U.S., Inc. in an amount not to exceed $684,547.00 in connection with professional services for condition and risk assessment of pressurized water pipelines. (ANDREA BEYMER – SAM MILLS)

23. A Resolution awarding a professional services contract to EMA, Inc. dba EMA Services, Inc. in an amount not to exceed $1,135,518.00 in connection with the design of the new Production Control System Upgrade.

(DOUG EVANSON – SREE PULAPAKA)

24. A Resolution awarding a contract to Baker Tilly Virchow Krause, LLP in an amount not to exceed $570,000.00 for independent audit and other professional services for the three fiscal years 2017 through 2019 with the option to extend the contract for two additional years. (DOUG EVANSON – MARY BAILEY)

25. A Resolution relating to the remarketing of obligations designated as “City of San Antonio, Texas Water System Variable Rate Junior Lien Revenue and Refunding Bonds, Series 2014B (No Reserve Fund)” into a new interest mode; authorizing certain SAWS Representatives to execute an approval certificate memorializing the terms of such remarketing; approving a remarketing agreement and remarketing memorandum relating to these obligations; and other matters in connection with the foregoing. (DOUG EVANSON – PHYLLIS GARCIA)

Chairman Guerra pulled Item 26 and asked that the item be heard during the President’s Report. He 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 – 26, except for Item 26. Mr. Rowe seconded the motion.

Consent Agenda Items, Nos. 6 – 26 except for Item 26, were unanimously approved. Verbal voting.

Chairman Guerra moved to Item 27, the Public Hearing of the 2018 Annual Budget for the San Antonio Water System.

27. PUBLIC HEARING: 2018 ANNUAL BUDGET

A. Briefing and deliberation regarding SAWS Historical Financial Performance (DOUG EVANSON)
B. Public Hearing Briefing (MARY BAILEY)

C. Public Hearing on the Annual Budget for the San Antonio Water System for the Fiscal Year ending December 31, 2018 and proposed rate adjustments.

Doug Evanson presented a historical perspective to SAWS financial performance and the results of the concerted efforts to become more efficient overall as an organization. He compared the change in financial position and the significantly improved financial results of the organization between 2009 and 2016. In 2009, SAWS basically lost $14.1 million at the decrease in net position before capital contributions. Contrast that to 2016 when SAWS posted the highest level of increase in net position before capital contributions of $67.7 million. As a non-profit entity, the improved financial performance may not seem like a very big deal or, worse yet, be perceived to be a negative. As it related to minimizing borrowing costs, the improvement was a big deal. In 2009, SAWS had an AA credit rating with all in debt coverage of 1.23 times. Fast forward to 2016 and SAWS credit rating improved to an all-time high of AA+ with a much improved 1.66 times all in debt coverage.

He noted that with the BexarMet merger in 2012, some of the results were restated to include BexarMet in the results from 2012 forward. The single largest variable in SAWS revenues from year to year was the volume of water sold. The total volume of water sold divided by the total number of customer connections was referred to as total use per bill. This amount could then be subdivided into component pieces such as residential use per bill. He reviewed the decline in the total use per bill down 16.6 percent from 2009 to 2016, while the residential use per bill declined more than 17 percent over that same time period. While both of metrics had been impacted to some degree by the merger with BexarMet in 2012, there had been a significant reduction in the usage patterns of customers. The more than 17 percent reduction in usage in the residential class largely reflected impact through conservation initiatives as well as rate structure changes. As a result of these reductions as well as some cost increases, SAWS had to raise rates six times during this period. He discussed the impact of the pass through fees from the Edwards Aquifer Authority (EAA) and the Texas Commission on Environmental Quality (TCEQ) and the rates charged for water. Since 2009, the residential average monthly usage had gone down from 7,800 gallons to about 6,400 gallons. When taking into account the decline in average usage, SAWS average residential customer actually paid almost 10 percent less in 2015 for water service than they did in 2009. Excluding pass through fees, the average residential bill went from $25.89 in 2009 to $26.18 in 2016, for an increase of 29 cents per month. Even including pass through fees, the average residential bill, taking into account the reduction in average usage, grew at a compound annual growth rate of less than 1.2 percent between 2009 and 2016. During the last 12 months, more than 63 percent of the bills generated had total water usage of less than 6,000 gallons, and more than 74 percent of the residential bills generated were for less than 7,500 gallons. He noted that the continued trend downward was also seen on the wastewater bill and the average winter consumption amount. With the Environmental Protection Agency (EPA) Consent Decree, the wastewater rate adjustments exceeded those implemented with the water side. As a result of these rate adjustments when factoring in the reduction of the average winter consumption, SAWS average residential sewer bill increased approximately five percent per year since 2009.

He review the operating expenses that had grown from almost $216 million in 2009 to about
$315 million in 2016. Again, the level of expenses took a significant step up in 2012 with the assumption of BexarMet. The biggest portion of the operating expense budget was personnel costs, and accounted for more than 50 percent of gross operating expenses in 2009 through 2011, while declining to approximately 43 to 44 percent during the last several years. Purchased water costs increased about $32 million since 2009, as SAWS continued to diversify the water supply. This process was augmented with the assumption of BexarMet in 2012. Contractual and professional services, including legal expenses, increased from $16.4 million to $32.8 million and was entirely attributable to the additional contract work done to support the sanitary sewer overflow reduction efforts in connection with the EPA Consent Decree. Finally, the overall level as well as the percentage of total operating costs capitalized from 2009 to 2016 decreased and had an impact on rates.

Personnel related costs were the single largest component of operating costs, and a lot of time was spent trying to minimize the level of these costs while, at the same time, treating employees fairly and ensuring there were the necessary resources to accomplish the objectives. In total, personnel costs had grown from about $136 million in 2009 to approximately $149 million in 2016. This represented a seven-year compound annual growth rate of 1.37 percent, and assumed the merge of a water utility slightly larger in terms of total water connections than that of Corpus Christi while still managing to reduce the overall head count between 2009 and 2016. At the same time, the use of temporary employees was reduced as well. Steps had been taken that resulted in a significant improvement in the funded ratio of each of the benefit plans since 2009, while reducing the risk of these plans by lowering the assumed investment returns on the assets maintained within the benefit plan trust. He reviewed the customer connection to employee ratio that gauged improvement in the efficiency of the organization that increased from 441 at the end of 2009 to 547 at the end of 2016, which represented an improvement of 24 percent. In comparison, SAWS was favorable to other largest Texas water and sewer utilities. SAWS maintained the highest customer connection to employee ratio of any of the six listed Texas water and wastewater utilities. SAWS ratio was more than 14 percent greater than the average of the 12 utilities listed.

SAWS next largest portion of operating costs was attributable to costs associated with water purchased, which had increased almost $32 million since 2009. The increase was almost exclusively related to the new sources such as the Regional Carrizo and the assumption of various sources of BexarMet supply. In total, SAWS received an addition 27,000 acre-feet of supply in 2016 as compared to 2009 for the diversified supply.

Another significant cost increase between 2009 and 2016 had been in the area of contractual and professional services to include legal services, which increased from $16.4 million to $32.8 million. The increase in expenditures was in two areas, Production and Treatment and the Sewer System Improvements area which was dedicated to performing all the activities required to comply with the terms of the Consent Decree. The increase in the Production and Treatment costs stemmed from an increase in cost to dispose of biosolids from the treatment plants due to the closure of one of the compost providers.

Total utility expenses also increased since 2009 from about $22.6 million to almost $26.7 million in 2016. There were slight increases in the expenses associated with both wastewater and chilled water, but the largest increase was in the water segment. With the assumption of
BexarMet in 2012 and the result in an increase in the total gallons of water pumped, the increase in the water utilities expense per one-million gallon pumped increased approximately 1.3 percent over that seven-year period. Moving water required a lot of energy. Staff continued to work with CPS Energy to try to reduce those costs.

The pass through fees of the EAA and TCEQ experienced a significant increase for which SAWS had no real control. These fees increased $18.5 million or 240 percent over the last seven years. The EAA increased the per acre-foot charge from $37 in 2009 to $84 in 2016. Additionally with the assumption of BexarMet, SAWS had an additional 35,000 acre-feet of Edwards rights. Another factor that impacted the 2009 to 2016 comparison was the discontinuation of rebates from the EAA for portions of a user's permit that were not utilized in a given year. In 2009, SAWS received a rebate of approximately $2 million, which reduced the total EAA fees. These rebates had since been discontinued. Also, the level of connection fees charged by TCEQ almost tripled in 2010, going from approximately $500,000.00 a year to almost $1.5 million. These fees totaled more than $1.7 million in 2016.

Maintenance expenses increased from $9.56 million in 2009 to $15.87 million in 2016. This increase tracked closely with the increase in utility plant in service, which grew from $3.65 billion in 2009 to $6.3 billion in 2016.

Non-operating expenses consisted primarily of interest costs. While the amount of total debt outstanding had increased from about $1.9 billion to more than $3 billion, the average interest rate on these borrowings had declined from 3.85 percent in 2010 to 2.87 percent in 2016. This almost one percent reduction in rates saved SAWS ratepayers almost $30 million per year. He reviewed a summary of the transactions implemented to achieve the savings. In total, SAWS achieved a total savings of more than $310 million, which represented net present value savings of more than $217 million.

He compared SAWS current rates to the other 12 benchmark studies. While SAWS rates were not the absolute lowest, the rates charged to the average residential customer continued to be very competitive with others across both the state and the nation. The average for the other 12 cities was $77.30, which was more than $15 and almost 20 percent greater than SAWS current rate.

Mayor Nirenberg inquired about the timeline to the change in credit ratings for SAWS over the last few years and the comments made from the rating agencies. Mr. Evanson replied in 2009, SAWS had AA credit and in 2011, 2012, SAWS was upgraded by most of the entities to a AA+ credit rating in senior lien rating. The commentary right now was primarily favorable. The agencies recognized some of the challenges that included the large capital needs associated with the EPA Consent Decree as well as the large operating costs associated with the Vista Ridge Water Supply Project. The agencies cited management as a strength as well as the long-term plan. The support that had been shown by both the Board and City Council for past rate adjustments and the willingness to provide the rate adjustments necessary to make the required capital investments had been very well thought of by the rating agencies.

Mayor Nirenberg asked if there was any specific guidance for what were the next steps to
reach a higher rating. Mr. Evanson responded there were some water and wastewater utilities that had achieved the AAA rating. He thought it would take a greater percentage of cash funding of the capital improvement program (CIP). A target of 50 percent was set for cash funding of the CIP, and the current level was probably in the low 40 percent range. The other key metric that was considered was the all in debt coverage ratio. The previous target of somewhere 1.5 times was increased to 1.7 to 1.75 times. He also commented that a number of public agencies struggled with pension, post-retirement medical liabilities, etcetera. SAWS had taken a number of steps and the agencies had been favorably impressed with the steps taken.

Chairman Guerra commented on the decrease in the number of employees over the period despite the addition of close to 250 employees from BexarMet in 2012 and the reduction of temporary employees for reading meters. At the end of the day, SAWS brought in an operation the size of Corpus Christi as far as water supply was concerned. Mr. Evanson agreed and stated BexarMet had a little more than 100,000 water connections, and Corpus Christi had just less than 100,000 water connections.

Chairman Guerra stated that was commendable to be able to incorporate BexarMet and still have less employees. He inquired about the 27,000 acre-feet of water supply gained during the period. Mr. Evanson responded the additional supply included the assumption of BexarMet as well as bringing the Regional Carrizo Water Project online.

Chairman Guerra asked about the $18 million for sewer system improvements that was due to the Consent Decree. Mr. Evanson stated there were some costs included in the $3.5 million for Distribution and Collection in 2009. Some work had been done such as limited televised cleaning over the Edwards Aquifer recharge zone, but work was significantly ramped up in response to the Consent Decree. Absent the ramp up in sewer system improvement activities, the contractual and professional would be less than it was in 2009.

Mr. McGee inquired about the future savings to SAWS due to the advanced refunding of bonds and the lower interest rate buying. Mr. Evanson stated the savings was roughly $30 million a year in interest cost and a total saving of $300 million over the tenure of the bond.

Mary Bailey presented the 2018 Proposed Budget and Rate Adjustments. There were a number of objectives to achieve in the budget process. Employee pay and benefits should be both fair and competitive to attract new employees to the organization. Retirement obligations should be valued appropriately and adequately funded. Infrastructure should be adequately maintained to ensure both reliability of service as well as compliance with regulatory requirements, specifically the Consent Decree. Technology advancements should be implemented in order to increase productivity as well as enhance interactions with customers. Strong financial metrics should be maintained to ensure debt ratings were maintained or potentially even improved.

She discussed the development of the annual budget as prescribed by the Founding Ordinance to ensure that gross revenues were sufficient to pay for the operations and maintenance (O&M) costs, to cover all debt service and reserve fund requirements, to fund the transfer to the City, and then, to create a sufficient surplus of funds to be transferred to the renewal and replacement (R&R) funds. While the amount of the surplus was not
specifically designated in the ordinance, the surplus was what determined the debt coverage ratio and provided funds utilized to cash fund a portion of the subsequent year's CIP.

The 2018 proposed operating budget totaled $781.8 million. Under the current rates, $659.9 million in revenues would be generated from customers for water and sewer services during 2018. Because SAWS relied solely on revenues from customers, the only organic growth in revenue came from population growth, plus or minus any changes in usage for customers. Usage per customer had been on the decline largely due to conservation efforts as well as rate structure changes. While customers were expected to increase 1.6 percent in 2018, total water sold was only expected to increase .9 percent reflecting a continual decrease in demand. As a result, revenues from organic growth in 2018 was only expected to be $8.2 million. In order to balance the budget, another $36.3 million would need to be generated. Non-operating income such as investment income was expected to generate another $12.7 million, while impact fees collected from new development would generate $72.9 million.

The uses of funds was in accordance with the flow of funds. O&M made up the biggest portion at $339.7 million or 44 percent of total uses. Debt related payments made up $236 million or 30 percent of total uses, and transfer to the City, which currently was 2.7 percent of revenues, was projected to be $18.1 million for 2018. The restricted portion of the R&R came largely from impact fees and some investment income, while the unrestricted funds came from the debt coverage calculation. Those funds would be utilized to help cash fund the 2019 program. In 2017, about $97 million was expected to be generated in unrestricted R&R, and those monies had been programmed into the 2018 program to cash fund CIP.

O&M before capitalization did not include any capital investments, but was the annual operating cost required every year. A portion of these costs were capitalized in support of the CIP. There had been a decrease in the amount capitalized for construction that had an impact on rates of about $4.5 million less than what was budgeted in 2017. There were discussions about this issue during the last audit and what qualified to be capitalized. As a result, the amount dropped and was contributing to the overall increase in O&M. She reviewed some of the initiatives implemented in the budget. Vista Ridge was expected to be about $4.9 million to increase electrical connection charges for the infrastructure to power the wells and pump stations along the pipeline route. SAWS was completely responsible for all the power related to the Vista Ridge Project. By paying for the connection fees up front, the rate that was charged for the power would be reduced over the life of the project. Another $2.2 million in O&M was associated with meeting regulatory requirements. This included about $1 million of additional funds for a total of $5 million in 2018 to address manhole rehabilitation. The other money funded the capping of some Edwards wells and to perform a Mitchell Lake pilot study. The investment for technology enhancements would be increased in 2018. The biggest investment related to an AMI pilot study to determine if a significant investment in AMI was appropriate for SAWS. The proposed budget included $1.6 million for the AMI pilot.

Personnel costs was the largest at about 44 percent of the total O&M costs. The total wages were projected to increase $4.3 million or 4 percent. This increase was due to wage adjustments that were projected for 2018 as well as additional positions added since the 2017 budget was approved. The plan was to increase minimum wage to $15 per hour over the next few years. The proposed budget provided the funds to increase the minimum wage to
$14.50 per hour. This change would benefit 198 employees. The proposed budget anticipated that another 323 employees who classified at the lowest grade of 13 would get an across-the-board pay increase of 13 percent come January 1 and the remaining 1,200 or so employees would get an average merit increase of 3 percent in April. Thirteen positions were added in 2017 in the engineering area to support the significant increase in the capital program over the next five years. The cost of health and life benefits was actually expected to decrease in 2018, despite rising healthcare costs. The objective for retirement obligations was to be valued appropriately and adequately funded. Retirement expenses were expected to be about $1.7 million in 2018. While some of this was due to the increase in wages, the vast majority was related to decreasing the discount rate on SAWS retirement funding and DSP retirement plan to 6.5 percent. She commented on the significant problems Dallas had with their pension plan because they assumed a much higher investment return rate than what was achieved. Staff wanted to make sure that SAWS would always be able to pay retiree benefits.

She reviewed the proposed CIP for 2018 of $391.4 million. The wastewater system improvements made up the largest part of the program as a result of the Consent Decree requirements. Production and treatment facilities was next with $97 million projected for these improvements. The vast majority was for pump station rehabilitation in order to ensure reliability of water service. Another $41 million was programmed for water main replacements, and $46 million for both water and sewer mains in connection with the City, County, and TxDOT programs. The $44.6 million in water supply improvements primarily related to the extension of the integration pipeline for desal, ASR, and Carrizo water from the southeast Bexar County location at the Hawk’s Center to the high growth area on the far west side of the county. This phase of the integration pipeline along with additional investments in 2019 and 2020 would extend the pipeline to the Anderson Pump Station at Hwy 151 and Loop 1604. New debt would fund 69 percent of the program and 31 percent would be funded with cash. Due to the size of the CIP over the next five years, the average projected for cash funding during that five-year period was 43 percent. Once some of the Consent Decree requirements were completed, the target would be able to get closer to the 50 percent range for cash funding.

She discussed the projected future rate adjustments that were discussed last year. The big driver for the increase in the Water Supply Fee in 2019 and 2020 was related to the Vista Ridge Project. The projections for the Water Supply Fee were already baked in the reduced Vista Ridge cost because of the locked in lower rate. While the future projected rate adjustments were provided for planning purposes, staff tried to beat these projections through debt refinancings and other efficiency improvements. She discussed the revised future rate adjustment. Staff was requesting a rate adjustment of 5.8 percent for 2018 and 4.7 percent for 2019. The 2018 rate increase was entirely attributable to the CIP. During the last year’s budget process, staff estimated the CIP for 2018 to be $326.5 million. In a concerted effort to address water infrastructure rehabilitation that had been previously deferred, efforts were focused to increase both water and delivery spending as well as address the Consent Decree requirements; therefore, the capital program for 2018 was $391 million. The primary driver for the 2019 rate adjustment was also the capital program, but the 2019 rate adjustment assumed the beginning of the implementation of AMI. This was dependent upon the results of the business case as well as any pilot. While the 2020 rate adjustment had decreased to 12.4 percent from the 16.7 percent projected last year, the biggest reason for the decrease...
was due to the Vista Ridge water was not expected to begin flowing until April 2020. As a result, a full year of water payments was not needed in 2020. The change in the rate schedule meant a bigger rate adjustment in 2021 than originally projected. These Vista Ridge related rate adjustments did not assume that any of the Vista Ridge water would be sold to other water utilities. Staff would continue to look at all means possible to reduce the impact to the ratepayers in these future years.

She reviewed the projected CIP for the next five years. Wastewater would continue to play a dominant role to meet the obligations of the Consent Decree. There was a big jump in wastewater CIP in 2021 related to the Rilling Road Storage Plant Project and necessary to relieve wet weather capacity issues along the central stem.

The financial metrics would continue to be monitored to make sure the metrics were strong so the credit rating could be maintained or improved. The metrics that had the greatest impact on the credit rating were total debt coverage as well as days cash on hand. The target for total debt coverage was 1.75 times. In the models, the average throughout was about 1.58 times. This was due to the timing of how new debt was issued as well as savings achieved from refinancing. Days cash on hand represented the number of days operating expenses could be paid if absolutely no revenue was collected. The target was 300+ days. This metric would decrease significantly as a result of the increase in operating expenses.

SAWS average residential bills compared favorably to both Texas cities as well as water utilities across the nation. The impact of the rate adjustment for 2018 would add $3.25 to the average SAWS residential bill. Staff would hold meetings with the community, chambers of commerce, and other interested groups to discuss the rate adjustment and other issues related to SAWS. Staff would have one-on-one meetings with each City Council Member to review the budget and rate request, and there would be a briefing to City Council at B Session. The request for approval would come back to the Board in the November Board Meeting, and then, City Council would meet early to mid-November for approval of the rate request.

Mr. McGee asked if staff could provide the benchmarking information for the projected financial metrics to the Board. He stated this information would speak to the Mayor’s questions earlier about improving SAWS rating and how different SAWS rating was from the peer group. Mr. Evanson confirmed.

Mayor Nirenberg inquired about the governmental portion of the 2018 CIP. Ms. Bailey replied the City had an extensive capital street improvement plan as well as the County and TxDOT. When the City or the County or TxDOT perform this work, SAWS may sometimes be required to move infrastructure. In other cases, SAWS may take that opportunity to replace aging infrastructure while the street was torn up. This portion of the CIP covered the cost of those programs in 2018.

Mayor Nirenberg asked it there was a way to reduce those expenses through better coordination among the entities. Mr. Puente responded yes, we can always improve on it. Staff had very good communication with the County and the City especially. TxDOT was a little bit different. Ultimately, it would take coordination and cooperation, but it was also a matter of what were the City’s plans and how those factored into what SAWS was doing.
Mayor Nirenberg asked if it would be helpful for SAWS to be part of the conversations at the MPO Board. Mr. Puente replied yes, it would give us an idea of what was happening, what was going to happen, and what the plans were to address them accordingly. SAWS would start sending a representative to those meetings and participate, if not, have a seat on the board.

Mayor Nirenberg inquired about the decrease in healthcare expenses. Ms. Bailey replied there had been a lot of changes made to the plans such as deductibles, co-pays, and to some extent a shift of cost. These changes were a mechanism for SAWS to be able to control the expense over the years.

Mayor Nirenberg asked for a briefing on the capital expenses related to the electrical connections to the Vista Ridge Project. He commented on the budget and the fiscal responsibility to ensure that infrastructure was being replaced and maintenance was not deferred. He was pleased with SAWS proactive approach to the Consent Decree and the focus on the water side as well.

Mr. Rowe asked for an update on the CIP over the next five years. Ms. Bailey confirmed.

Chairman Guerra inquired about the financial metrics and the budget within the next five years. Ms. Bailey replied the financial model indicated that the debt coverage would be 1.58 times on average. The metric already exceeded the amount. The model assumed that all the debt was issued on January 1 to make sure there were sufficient rates to pay the debt. Essentially, staff knew the metric would do better by about 20 to 25 basis points. To get to an AAA rating, the agencies would look for something closer to 2 times.

Chairman Guerra inquired about increasing the cash funding for the CIP to 50 percent after the Consent Decree. Ms. Bailey replied if the annual CIP could drop into the $300 or $350 million range after the obligations under the Consent Decree were completed, SAWS would have enough cash generated each year to hopefully pay 50 percent of the program. The current rates did not generate that much additional cash. A significant rate increase would be needed to increase the current cash funding percentage.

Chairman Guerra stated no one had signed up to speak regarding the proposed 2018 annual budget; therefore, he closed the public hearing.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

28. A Resolution awarding a design build contract to Kiewit Infrastructure South Co. in an amount not to exceed $7,487,584.00 in connection with the Central Water Integration Pipeline Project, Phase 1 Services. (DONOVAN BURTON)
Donovan Burton presented Items 28 and 29, the award of a design-build contract and approval of the necessity ordinance recommendation for the Central Water Integration Pipeline Project. The Central Water Integration Pipeline Project was the integration project to bring the Vista Ridge water into SAWS existing infrastructure down the central corridor of the city. It would meet the contractual obligations of the WTPA and complete other required distribution system improvements along the project.

He reviewed a map of the project and the delivery potential throughout the system. The project was a series of four pump stations starting at the terminus site down through the Bitters, Maltsberger, and Basin Pump Stations. All of the stations would be programmed so that the water was able to integrate with other water systems within the service area. The terminus site included ground storage tanks. An amendment to the WTPA allowed changes to be negotiated that saved about $11 million. Initially, there would have been three tanks, and now the plan was had gone down to two. This reduced the need for another pump station, some redundant storage of chemicals and those sorts of things that saved a lot of money just on this one site. He discussed the flow of the water through the different components on the site and then into the system. Some of the water would go into the Stone Oak area where a 20-million gallons a day pump station would be built, and the rest would gravity feed down to the other areas. Modifications would be made to the existing pump stations at Maltsberger, Bitters, and Basin and another five-million gallon tank would be added at Bitters Pump Station. Some of this work already needed to be done, and would be part of the project.

A series of pipelines would be added, some new, some rehabbed and replaced. Staff was able to assess the condition of the pipelines along the system and only a small amount, about one percent, of the pipelines needed to be rehabbed or replaced. This was very good news, and would save a lot of money. Some additional pipelines would also be built, and there would be some tunneling associated with the project. Some of the benefits of the pipeline included resolution for some poor reliability and turbidity issues in the former BexarMet area, flexibility among some of the pressure zones in the area, and a redundant feed to Stone Oak. He reviewed a map of the pipeline system and discussed the location of the new, existing and rehabbed areas of the pipeline. Another benefit in the system was Pump Station 63. The project would allow the elimination of this station and provide a cost avoidance of about $9 million. He discussed some of the existing challenges with the pump station.

He discussed the schedule that was a big challenge to the project with the WTPA. The integration project had to be done when the water came from the Vista Ridge supply side, which was early 2020. The testing phase would begin in January 2020, but the water payment would not be until April 2020. The timeline milestones were pretty tight in the contract, and these were buffered with some heavy liquidated damages in the contract. Alignment and right-of-way was an issue with every project. Primarily, the right-of-way was going in a lot of undeveloped area or parking lots. Tunneling in a karst environment was another challenge and a lot of geotechnical work would be done by the design-build firm. Treatment design was another item to make sure the exact specification and water quality parameters were in place, and all of the stations were working in unison all the way down to Calaveras Lake.

He discussed the alternative procurement method used for the project, the progressive design-build method, and how it was different from the design-bid-build method. Through
progressive design-build, a two-stop process would be used to bring in a design-build firm at about 10 percent design. The firm would continue the design to 30 percent along with a guaranteed maximum price (GMP). The 30 percent GMP would be available in December. The firm with then bring a 60 percent GMP in roughly March, probably the April meeting next year for the Board’s consideration. One of the disadvantages of progressive design-build was a little price uncertainty from the beginning that would be developed along the way. The major advantage was that it was maximum project collaboration by working with the design-build firm, while at the same time being able to find ways to cut costs or increase costs to get a better quality of service. The method also would reduce some of the lack of accountability by having one firm for design and construction.

He reviewed some of the key project milestones for the integration project. The first would be the design report at the end of October. The initial 30 percent GMP was in December, and this would provide a maximum number to work down from into the 60 percent GMP submittal in March. At this point, the 60 percent GMP would be brought to the Board in April for consideration and to allow for construction services. The real estate acquisitions would need to be done by May. The scheduled mechanical completion date for the project needed to be in December to be ready to go by January to begin the testing of the Vista Ridge water. Then the water payments would begin in April 2020. If there was something that was not working on the project, SAWS would be responsible for paying water in 2020 if Vista Ridge was ready to go. There was a potential for early work packages, if needed.

Three firms were shortlisted during the procurement process, CH2M Hill Engineering, Kiewit Infrastructure South Co., and Vista Ridge Integration, LLC. Kiewit Infrastructure South Co. was new to SAWS, but had experience in Dallas, Corpus Christi, Houston and some other areas. Kiewit had operations in Texas, throughout North America and Australia. Kiewit had $8.68 billion in revenues, were privately held, owned by active employees, and had one of the largest privately owned equipment fleets in North America. These were important factors because of the project schedule and the firm’s readiness and ability to meet the timeline. He reviewed some of the locations of Kiewit’s projects and their experience with design-build. Tetra Tech was the lead design firm for the Kiewit team. Tetra Tech had done a lot of work for SAWS in the past, most recently on the desalination facility.

Item 29 was the necessity ordinance related to the rights-of-way for the pipeline from the terminus site to SAWS existing pipeline. He reviewed maps of the project site. The integration pipeline would have 20 parcels with 13 different land owners. There would also be some pressure reducing values installed at nine different parcels. The process for the easements had started and the alignment had been finalized. Staff was working on land title and survey. The necessity ordinance would also require approval by City Council. There was a whole process of appraisals and negotiations that had to be done May 31, 2018.

Staff recommended the award of a design-build contract to Kiewit Infrastructure South Co., approval of $7.487 million for the Design-Build Phase I Services, and approval of the necessity ordinance recommendation that would need final approval by City Council.

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

Mayor Nirenberg inquired about the benefit of using the alternate procurement method as
opposed to what SAWS would normally do. Mr. Burton replied one benefit was because of the need to get the project done within a certain amount of time. The method also provided the maximum for coordination efforts between the contractor and design firm.

Mayor Nirenberg asked what stood out in the review process with Kiewit as opposed to the other firms that were part of the process. Mr. Burton responded Kiewit had vast experience and showed a lot of different projects. Kiewit was extremely organized in how they planned to do the project and that was a big consideration for staff. This was demonstrated in a lot of the projects that Kiewit had done. Also reference checks were done and all gave very good references on Kiewit’s ability.

Mayor Nirenberg asked where Kiewit was based and if they were committed to using local subcontractors. Mr. Burton stated Kiewit’s main office was out of Denver and they met the SMWVB goal. Mr. Puente added that another thing that stood out was Kiewit’s design firm, Tetra Tech. Tetra Tech was very involved in SAWS desal plant, which had been very successful. Marisol Robles commented that under the new SMWVB program to be eligible for SMWVB points, the firm must be local. SAWS goal was 30 percent, and Kiewit met the 30 percent goal with all local firms.

Mayor Nirenberg asked how this would be checked to ensure that these were local dollars being invested. Ms. Robles responded SAWS used the B2G Now System for tracking all subcontractors’ payments. Every time SAWS would pay Kiewit and Tetra Tech, they would be required to go in the system and report actual payments to their subs.

After no further discussion, Item 28 was unanimously approved. Electronic voting.

EASEMENT AND REAL PROPERTY

29. A Resolution declaring a public necessity for public use, the acquisition of certain real property in the City of San Antonio being a permanent easement and temporary construction easements, the project consisting of new transmission water main, the construction of a pump station in the north central portion of Bexar County Texas, upgrades to existing pump stations and construction of pressure reducing valves, for the public use of the expansion and operation of the system through the construction of the Central Water Integration Pipeline Project; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the easements and authorizing the System to take all appropriate action to acquire the easements by negotiation and/or condemnation. Project located in: NCB: 19221, 17606, 17428, 15669, 16332, 16331, 16329 and 12059. (NANCY BELINSKY – BRUCE HABY)

Mr. Arrellano made a motion to approve Item 29. Ms. Jasso seconded the motion.

After no further discussion, Item 29 was unanimously approved. Electronic voting.

Developer Customer Contracts

30. 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). (ANDREA BEYMER – SAM MILLS)

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</table>

Sam Mills presented Item 30, approval of the Utility Service Agreements for the Stone Oak Offices Tract, the Blue Skies Tract, the Northpoint Offices Tract, and the Briggs Ranch North Tract.

The Briggs Ranch North Tract was the remaining portion of Briggs Ranch. The tract was inside the City's ETJ and inside SAWS water and wastewater CCNs. The tract was coming to the Board for approval because staff recommended oversizing the 12-inch water main to a 24-inch main. SAWS share of the project was $1.7 million; the developer's share was $1.4 million. The tract was not over the recharge or contributing zone. He reviewed project maps and proposed infrastructure options for the tract.

The Blue Skies Tract was a 137-acre residential tract and included 638 water EDUs and 634 wastewater EDUs. The tract was inside the City's ETJ, and inside both SAWS water and wastewater CCNs. The tract had some oversizing requirements that mirrored the requirement included in the USAs for the Garcia and Masterson Tracts previously approved by the Board. He noted that each USA was written as a stand-alone item in case one tract did not build the required infrastructure. The oversizing for the 24-inch water main was about $3.9 million for SAWS share and $1.3 million for the developer. SAWS share for the 16-inch water main was $676,000.00 and the developer's share was $406,000.00. There was an additional oversizing requirement for a pump station that was about $5.9 million for SAWS and $1.5 million for the developer. The tract was located in the former BexarMet area, and it was not located over the recharge or contributing zones. He reviewed project maps and proposed infrastructure options for the tract.

He reviewed a map of the Blue Skies and Briggs Ranch North Tracts in relation to other tracts within the same area on the far west side of town. The map also showed the proposed infrastructure in relation to the Medina River Sewer Outfall. SAWS participated in the P3 project with the developers in the oversizing of the Medina River Sewer Outfall. The developers invested $8 million toward the design, and SAWS invested another $100 million plus to construct the 32 miles of infrastructure to serve the far west as well as the south side. One of the benefits was the project opened up this area for development, which was not over
the recharge zone.

The Northpoint Offices Tract was a commercial tract of about 28 acres. The tract was located inside the city limits, inside SAWS water CCN, but outside SAWS wastewater CCN. The oversizing for the 16-inch water main was about $182,000.00 for SAWS share and about $234,000 for the developer’s share. The tract was not located over the recharge zone, but was near a TxDOT right-of-way. The 16-inch main was not recommended for impact fees credits now, but the oversizing would be proposed in the next update. He discussed the location of the main in the TxDOT right-of-way. TxDOT may expand their right-of-way, and the main would have to be moved. Staff wanted to build the main in an easement in those situations where the main may need to be moved in ten years or so. He reviewed project maps and proposed infrastructure options for the tract.

The Stone Oak Offices Tract was a little less than two acres and included seven water EDUs and two wastewater EDUs. The tract was located inside the city limits. A portion of the tract was outside SAWS water CCN, and the entire tract was inside the sewer CCN. The tract was located over the recharge zone in the former BexarMet area and in the Camp Bullis awareness zone. The tract also needed to be in compliance with the stormwater basin requirements. He reviewed project maps and proposed infrastructure options for the tract.

Staff recommended the approval of Utility Service Agreements for the Stone Oak Offices Tract, the Blue Skies Tract, the Northpoint Offices Tract, and the Briggs Ranch North Tract.

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

After no further discussion, Item 30 was unanimously approved. Electronic voting. Mayor Nirenberg was not present for the vote on Item 30.

Chairman Guerra pulled Item 31 to be heard at a future meeting. He moved to Item 32, the President’s Report.

31. BRIEFING SESSION.
   A. Briefing and deliberation regarding BexarMet Infrastructure and Improvements

There was no presentation or discussion on Item 31.

32. President/Chief Executive Officer’s Report.
   A. Hurricane Harvey Emergency Response

Mr. Puente discussed SAWS response to Hurricane Harvey. As a public entity, staff needed the Board’s authorization to spend funds, but under emergency circumstances, state statute provided the authority to start and have the actions ratified by the Board. Under the best of circumstances, some of the money spent helping our neighbors could be reimbursed. This happened with Hurricanes Katrina and Ike. He wanted to recognize the employees for their...
Mr. Clouse reviewed the preparation and concern for Hurricane Harvey’s impact to San Antonio. Harvey was a situation where SAWS had to plan for the worst and hope for the best. SAWS started preparation on Tuesday, August 22. The weather services were predicting very high winds and a potential for high rain. The east side of San Antonio was predicted to receive 16 to 20 inches. All divisions of SAWS operations as well as support from the Engineering, Supply, Security, Human Resources, and Customer Services groups met review their role and to have all resources ready. Of course, SAWS supported the lead of the City and manned the City's EOC on a 24-hour basis through the storm threat. SAWS also staged the water tanker truck at one of the evacuation facilities. The storm hit the coastline very late on Friday, and was closely moving inland over Saturday. By Saturday afternoon, SAWS received requests for assistance from the state to support some of the communities along the coast. TxWARN was the essential conduit between the State Emergency Operation and the utilities across the state. SAWS worked closely with TxWARN to be sure that any support was sent to the place that the state felt the support was needed the most. SAWS had crews on the ground in Port Aransas on Sunday morning to help out. He introduced Mike Howe, the executive director of the Texas section of the American Water Works Association (AWWA) and the developer of TxWARN to give his insight into TxWARN and his work with SAWS during the event.

Mr. Howe thanked SAWS for proving what was developed in 2005 after Hurricane Katrina and Rita that mutual aid response by the professionals of utility systems throughout the state was the most essential way to restore the critical infrastructure of highly specialized water and wastewater systems. There were over 1,600 water systems in the State of Texas. In TxWARN, there were 1,200 systems that served 73 percent of the population of the State of Texas. TxWARN worked closely with and was partially funded by TCEQ, and worked directly with the State Operations Center. He discussed the call for help from the folks in Port Aransas, and Mr. Clouse’s response on SAWS behalf to be the first utility to help. By Sunday, SAWS was holding logistics meetings and crews were on the way that night. He stated the State Operations Center called on Monday with the requests from the City of Port Aransas, and he responded that SAWS was already there. TxWARN had become the most powerful of the WARN programs, which were now nationwide and in two Canadian Provinces. This program had been developed through the AWWA out of the Washington office, and was able to move resources from state to state as needed through the EVAC process. He thanked the employees, Mr. Clouse, and the entire San Antonio Water System for proving up what it means to go out with mutual aid and help their colleagues.

Mr. Clouse discussed the support and authorization needed from Mr. Puente, the Chairman, and the Mayor, and appreciated their willingness to let the crews go out and help others. SAWS sent 92 people over 14 days, and two IT staff members traveled to Rockport that morning to get computer systems operational. He reviewed photos that showed the last-minute preparations before the crews departed. It took an experienced staff and a well-coordinated effort to respond as fast as SAWS did. He recognized Mr. Puente, Mike Brinkman, and the Operational Directors, in particular, for working through the weekend to make this possible. SAWS mission was to restore water pumping, restore water pressure, and restart the sewer systems in Rockport and Port Aransas. Keep in mind that these folks knew they would have no running water, no power, no cell phone service, no
computer support, no restaurants, and maybe not even a bed to sleep in, but that would not have stopped them from going. He introduced Gordon Mahan, a director in Distribution and Collection, to give some insight into how the crews worked through the challenges of restoring those water services.

Mr. Mahan reviewed several photos that showed the severe damage and destruction from the hurricane, and the challenges the crews faced in Port Aransas and Rockport. The water utility building in Port Aransas had heavy damage, which included their computers, maps, and records. The utility lost a lot of equipment, and their vehicles were damaged. The entire city suffered a lot of damage to structures, streets and power lines. He described the damage to the utility’s mains, lift stations and electrical control panels, and how they worked with the utility’s staff to formulate a plan to get the water back on. The mission was to isolate every connection and there were 4,000 connections in Port Aransas. The first wave went through to turn off all the services. When a service couldn't be found, an "X" was marked in the street to have heavy equipment such as backhoes to remove the debris. Port Aransas employees also helped locate these services and shut them off. Some of the hazards the crews encountered were downed power lines, utility poles and transformers, gas leaks, washed out mains, exposed fire hydrants, fallen trees, rattlesnakes, and large rats.

Mr. Mahan discussed the two water mains into Port Aransas. One came from Corpus Christi, and the other from Aransas Pass. There was a main break on the 20-inch main from Corpus Christi that was located in the Packery Channel. This was going to be a difficult repair so the main was shut off. The crews concentrated on the feed from Aransas Pass. SAWS used generators to restart the Port Aransas water system and to get the wastewater treatment plant up and running. There were not enough generators to address all the lift stations so a team had to go from station to station to pump the wet wells. Overall, three teams provided emergency response to Port Aransas and Rockport. The second team and third team worked mostly in Rockport. These crews were able to help Rockport stabilize the system and get the wastewater system working. He stated it was an honor to have an opportunity to go down and help our neighbors. He introduced and recognized some of the employees that were there to represent the entire team, Ernest Leal, Yolanda Garcia, Hector Perez, Mario Moreno, Richard Villarreal, and Karl Boswell.

Mr. Clouse commented that he really wanted to invite all the employees, but knew logistically that would be a bit of a mess. The crews left the area 11 days after the storm. They started at 5:30 in the morning and worked till dark. In spite of all the hazards, they did not have a single injury with this event. TxWARN, through Mr. Howe, set up the City of Austin to come in behind SAWS. When SAWS crews were done, the system was pressurized, and the wastewater system was operating again but running on generators. The City of Austin came in to get the system back to where they had potable water across the Rockport and Port Aransas areas. Overall, SAWS spent about $250,000.00 in crew and labor costs. Staff made sure the proper mutual aid agreements were in place, and meticulous records were kept of what was done, how many pieces of equipment were there, and what type of supplies were used. SAWS would apply for reimbursement from the state; however, there was no guaranty reimbursement would be received.

Mr. Puente commented on the home that was provided to the crews during their stay and the logistics involved to organize an emergency response. Mr. Clouse added that the house had
power because generators were taken down to hook up to the house. It was really the first place that had power in Port Aransas. The house was really nice, but it didn’t have enough space for all of the guys so a bunch of the guys slept in their truck four days in a row.

26. A Resolution offering sympathies to our neighbors adversely impacted by Hurricane Harvey; ratifying emergency aid and assistance provided to restore water, sewer and other operational services to communities adversely affected by Hurricane Harvey; authorizing continued aid and assistance to other communities adversely affected by Hurricane Harvey; authorizing deposit waivers for displaced customers; directing staff to seek reimbursement to the maximum extent possible. (ROBERT PUENTE)

Mr. Clouse stated staff’s recommendation for Item 26, the ratification for emergency aid and assistance provided by SAWS to the cities of Rockport and Port Aransas, the authorization of continued support to other communities that had been adversely affected, the direction to seek reimbursement for the applicable expenses, the ability to waive water and wastewater service deposit for new customers who moved to San Antonio as a result of being displaced by Hurricane Harvey, and the direction to seek reimbursement to the maximum extent possible.

Ms. Jasso made a motion to approve Item 26. Mr. Rowe seconded the motion.

Ms. Merritt stated that SAWS was to be commended for its efforts.

Chairman Guerra stated he was proud of the team. On behalf of the Board, he thanked the team for having the courage, strength, drive, and tenacity needed to just keep on going. He asked that those present pass on the thanks and gratitude to the rest of the team members who were not able to attend.

Ms. Jasso commented on how the staff was forward thinking in situations such as this one. The remainder of the agenda item allowed for deposit waivers for new customers displaced by Harvey. She commended staff for their efforts.

After no further discussion, Item 26 was unanimously approved. Verbal voting. Mayor Nirenberg was not present for the vote on Item 26.

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

None

At this point in the meeting, an Executive Session was held. The time was 11:25 a.m.

34. The Regular Session of the September 13, 2017, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Section §551.071 of the Texas Open Meetings Act.
35. EXECUTIVE SESSION.
   A. Consultation with attorneys regarding legal matters related to establishing rates for service of the San Antonio Water System, pursuant to Tex. Gov’t Code §551.071.
   B. 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.
   C. Consultation with attorneys regarding legal matters related to the sewer line project and road collapse on Quintana Road in Bexar County, Texas, pursuant to Tex. Gov’t Code §551.071.

36. The Regular Session of the Regular Board Meeting of September 13, 2017, is hereby reconvened.

   The meeting reconvened at 12:54 p.m. The Chairman stated that no decisions were made in Executive Session.

37. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF SEPTEMBER 13, 2017, IS HEREBY ADJOURNED.

   The San Antonio Water System Board of Trustees Meeting of September 13, 2017, adjourned at 12:54 p.m.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

The attached resolution accepts bids and awards contracts for services, equipment and supplies as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Contracts</th>
<th>Estimated Amount (SMWB)</th>
<th>Estimated Amount (SMWB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>6</td>
<td>578,722.00</td>
<td>95,000.00</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>5</td>
<td>1,075,344.26</td>
<td>73,220.08</td>
</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)  

<table>
<thead>
<tr>
<th>Description</th>
<th>This Board Meeting</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWB Purchasing Contracts (percentage)</td>
<td>18.18%</td>
<td>26.81%</td>
</tr>
</tbody>
</table>

Approved:  

Robert R. Puente  
President/Chief Executive Officer  

Reviewed:  

Marisol V. Robles  
SMWB Program Manager  

Yvonne C. Torres, Director  
Purchasing Division
RESOLUTION NO.

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

WHEREAS, the Director of the Purchasing Division of the San Antonio Water System (the “System”) has recommended certain bids be accepted, that certain contracts be awarded, and that certain other actions be taken to procure services, equipment, materials and supplies which are necessary for the operation of the System; 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 7th day of November, 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>Pozzi Enterprises, Inc.</td>
<td>ASR One Time Pipeline Easement Clearing Segment 6</td>
<td>All</td>
<td>$ 95,000.00</td>
<td>This is a one time purchase contract for System on services to clear the easement of segment 6 of the ASR pipeline. The purpose of clearing the easement on this section is to allow the System to perform testing on cathodic projection system for this production assets.</td>
</tr>
<tr>
<td></td>
<td>Bid No. 17-17098</td>
<td></td>
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</tr>
<tr>
<td>Oi Corporation dba Oi Analytical</td>
<td>One Time Purchase of a Distillation and Titration System with Auto-Sampler and Carousel for the Purpose of Analyzing Ammonia, Nitrogen in Various Matrices</td>
<td>All</td>
<td>$ 82,484.00</td>
<td>This is a one time purchase of a distillation and titration system with auto sampler and carousel for the purpose of analyzing ammonia nitrogen in various matrices. The analyzer must run U.S. EPA approved chemistries for National Pollution Discharge Elimination System compliance monitoring for Distilled Ammonia and Total Kjeldahl Nitrogen.</td>
</tr>
<tr>
<td></td>
<td>Bid No. 17-17085</td>
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<td></td>
<td>DIRECTOR Comments</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Equipment being purchased is specialized laboratory equipment. Attempt was made to obtain competition by sending bid to fourteen vendors. One other bid was received however, they were deemed to be non-responsive as they could not provide all the items. Recommend Award.</td>
</tr>
<tr>
<td>Alterman, Inc.</td>
<td>One Time Purchase for Medium Voltage SWGear Motor Control Center</td>
<td>All</td>
<td>$ 99,282.00</td>
<td>This is a one time purchase of a medium voltage motor control center with appurtenances. The purpose for the purchase is to prepare for peak pumping season for the Klaus pump station.</td>
</tr>
<tr>
<td></td>
<td>Bid No. 17-17090A</td>
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<td></td>
</tr>
</tbody>
</table>

*Indicates vendor is an SMWB, unless otherwise noted vendor is non minority.
Award of New One Time Purchases of Materials, Equipment or Services

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

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<tbody>
<tr>
<td>4. Horizon Technology, Inc.</td>
<td>One Time Purchase of Automated Solid Phase Extractors for Fats, Oils and Greases Bid No. 17-17100</td>
<td>All</td>
<td>$ 104,987.00</td>
<td>This is a one time purchase of an automated solid phase extractors for the analysis of fats, oils and greases in support of the Industrial Waste permitting program. This purchase is for the extractors to be used for the analysis of U.S. EPA approved methods for fats, oils and greases. Recommend award.</td>
</tr>
<tr>
<td>5. Dynamic Systems, Inc.</td>
<td>One Time Purchase of Extending the Existing Flush Tank at Brackish Groundwater Desalination Facility Bd No. 17-17103</td>
<td>All</td>
<td>$ 139,099.00</td>
<td>This is a one time purchase contract for extending the existing flush tank at Brackish Groundwater Desalination Facility. This item is used at the desalination plant to store calcite that is used as part of the process for the remineralization in post treatment of potable water.</td>
</tr>
<tr>
<td>6. Halifax Security, Inc. dba North American Video</td>
<td>One Time Purchase of Security Cameras, Video Recorders and Accessories for Maintenance, Repair, Replacement and Improvement of Existing Equipment Bid No. 17-16085</td>
<td>All</td>
<td>$ 57,870.00</td>
<td>This is a one time purchase of various security cameras and accessories for maintenance, repair, replacement and improvement of existing equipment. This purchase is intended to repair, replace, upgrade or expand existing devices and upgrade or replace associated devices.</td>
</tr>
</tbody>
</table>

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Board Date: November 7, 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. Federal Resources Supply Co.</td>
<td>Annual Contract for BW Technologies Single Gas and Multi-Gas Detectors and Accessories Bid No. 17-7030A</td>
<td>All</td>
<td>$ 69,910.18</td>
<td>This is a new contract. This contract will be utilized by System for the purchase of hand-held portable BW Technologies instruments and replacement parts used by System personnel to measure the atmosphere prior to entry into a confined space or where air quality is of interest. This contract will be effective Date of Award (November 7, 2017) through November 6, 2018. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
<tr>
<td>2. Aztec Fence &amp; Ornamental Iron, LLC</td>
<td>Annual Contract for Fencing Repair/Relocation Services for jobs under $3,000 Bid No. 17-2075</td>
<td>All</td>
<td>$ 196,000.00</td>
<td>This is a new contract. This contract will be utilized to provide fencing services in the repair and/or relocation of existing fence on an as needed basis as requested by System personnel. This contract will be effective Date of Award (November 7, 2017) through September 30, 2018. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
<tr>
<td>3. Southern Tire Mart, LLC</td>
<td>Annual Contract for Tires &amp; Tubes and Repair Services Bid No. 17-3120A</td>
<td>All</td>
<td>$ 648,314.00</td>
<td>This is a new contract. This contract will be utilized for the purchase of new tires, accessories and service. Service is to include fleet checks, all repairs services and disposal of old tires for all vehicles and industrial equipment of all types as required by Fleet Maintenance for all System facilities. This contract will be effective Date of Award (November 7, 2017) through December 31, 2018. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

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Board Date: November 7, 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>
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<th>NO(s.)</th>
<th>PURCHASES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4. Affordable Custodial Supplies, Inc. (WBE)</strong></td>
<td>Annual Contract for Janitorial Paper Products</td>
<td>All</td>
<td>$73,220.08</td>
</tr>
<tr>
<td></td>
<td>Bid No. 15-9055</td>
<td></td>
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</tr>
</tbody>
</table>

**Remarks:**
This is an extension of an existing contract. This contract will be utilized by System personnel to maintain and supply work areas and bathrooms. Affordable Custodial Supplies, Inc. has performed well during the contract period and System has determined the pricing is favorable. This contract will be effective Date of Award (November 7, 2017) through September 30, 2018. Base year, first and second year extensions total through September 30, 2018 is $73,220.08. Extensions and future extensions reflect a 25% increase per year as a result of price increase in accordance to PPI and increased usage. This contract extension is favorable to System, price and service considered, the award includes the availability of one (1) additional one-year option to extend as provided for in future year's budgets.

**DIRECTOR Comments:**
This is an extension of an existing contract. Nineteen vendors were invited to bid, however, only one responsible bid was received. Three other bids were received. Two of the bids submitted products that were not approved and one bid was not tabulated because it was incomplete. Recommend award.

<table>
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<th>NO(s.)</th>
<th>PURCHASES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Innovyze, Inc.</strong></td>
<td>Annual Contract for Innovyze Informaster, InfoWater, H2O Map and Infoworks (Water and Sewer) Annual Subscription for Maintenance and Support</td>
<td>All</td>
<td>$87,900.00</td>
</tr>
<tr>
<td></td>
<td>Bid No. 17-1343</td>
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</tbody>
</table>

**Remarks:**
This is a sole source contract. This contract will be utilized by SAWS for software maintenance and support of the InfoWorks and InfoMaster capacity modeling software. This contract will be effective Date of Award (November 7, 2017) through September 14, 2018. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of five (5) additional one-year options to extend as provided for and approved for in future years budgets. Five one-year options include and estimated escalation of 5% per year.

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

$1,075,344.26

Board Date: November 7, 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></td>
<td></td>
<td></td>
<td></td>
<td>DIRECTOR Comments</td>
</tr>
</tbody>
</table>

This Innovyze Software Maintenance and Support is a sole source of the InfoWorks and InfoMaster capacity modeling software already owned by System. System has made a significant investment to include software and its proprietary models, and the software maintenance and support protects that investment. Recommend award.

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

Board Date: November 7, 2017
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**PROPOSAL FOR:**

**TIME & DATE:**
3:00 p.m., September 7, 2017

**ITEM NO.**

<table>
<thead>
<tr>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
<th>DAYS</th>
<th>NET</th>
<th>NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LS Pipeline Section 6'</td>
<td></td>
<td></td>
<td>95,000.000</td>
<td>30 days</td>
<td>230,175.00</td>
<td>38 days</td>
</tr>
<tr>
<td>32,357 Linear Feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Est. Number of days to Complete Clearing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*LOW BIDDER*

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

- BB Tree Trimming
- Border Construction Services
- Canopy Tree Service
- CDW Consultant
- Dirt Boys Inc.
- Horton Horticulture
- Hunter Demolition & Wrecking Corp
- La Med
- Maldonado Nursery
- Ramon Demolition
- Tree Wisemen

**Demandstar**

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

**PROPOSAL**  
Purchase of a Distillation and Titration System with Auto-Sampler and Carousel for the Purpose of Analyzing Ammonia, Nitrogen in Various Matrices  

**TIME & DATE**  
3:00 p.m., August 31, 2017  

**ITEM NO.**  
DESCRIPTION AND APPROXIMATE QUANTITY  

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea. Vapodest 50s C distillation system complete with carousel for 16x400 ml tubes; including a combined electrode, chemical storage tanks (reservoirs) distribution head, condenser and 20-16x400ml tubes</td>
<td>UNIT</td>
<td>61,360.00</td>
<td>61,360.00</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>MFR</td>
<td>Gerhardt/12-0051</td>
<td></td>
</tr>
<tr>
<td>1 ea. Upgrade kit Carousel 20x250 complete with sample tube guide cage 250 and Carousel 20-place, PP-nature</td>
<td>UNIT</td>
<td>5,217.00</td>
<td>5,217.00</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>MFR</td>
<td>Gerhardt/12-0229</td>
<td></td>
</tr>
<tr>
<td>1 ea. Computer-See above for specifications</td>
<td>UNIT</td>
<td>1,450.00</td>
<td>1,450.00</td>
</tr>
<tr>
<td>Part No. N/A</td>
<td>PART</td>
<td>Dell/99SL Optiplex 5040</td>
<td></td>
</tr>
<tr>
<td>1 ea. Set up and Installation</td>
<td>UNIT</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2 ea. Training for Lab Staff</td>
<td>UNIT</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2 ea. Kjeldatherm-digestion tubes, macro 20x250; 200/300 ml - 10 pcs Part No. 12-0301 or approved equal</td>
<td>UNIT</td>
<td>569.00</td>
<td>1,138.00</td>
</tr>
<tr>
<td>Manufacturer/Part No.</td>
<td>MFR</td>
<td>Gerhardt/12-0301</td>
<td></td>
</tr>
</tbody>
</table>

**GROUP 1**  
Total 69,165.00

**GROUP 2**  
1 year Service and Maintenance to include 2 Periodic Maintenance visits and an Emergency visit annually (parts not included and billed separately) Xylem, Inc., Item No. 328289 or approved equal

<table>
<thead>
<tr>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year</td>
<td>UNIT</td>
<td>13,319.00</td>
</tr>
</tbody>
</table>

**TOTAL GROUP 2**  
Total 13,319.00

**GRAND TOTAL GROUP 1 AND 2**  
Total 82,484.00

**Terms**  
Net 30 days

**Delivery Days**  
45 days

**LOW BIDDER**

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

- Ana Lab  
- Analytical Scientific  
- Anatek Labs  
- Biomedical Solutions  
- Capitol Scientific  
- Detection Instruments  
- Edge Analytical Laboratories  
- Fox Scientific Inc.  
- General Laboratory Supplies  
- OI Corporation  
- Pace Labs  
- Test Equipment.Net  
- TestAmerica  
- Thomas Scientific
Bid No. 17-17085 solicited bids for the purchase of a distillation and titration system with auto sampler and carousel. For the purpose of analyzing ammonia nitrogen in various matrices. The analyzer must run U.S. EPA-approved chemistries for National Pollutant Discharge Elimination System (NPDES) compliance monitoring for Distilled Ammonia and Total Kjeldahl Nitrogen.

OI Corporation is the single responsible bidder for the purchase of a distillation and titration system with auto sampler and carousel.

Fourteen vendors were invited to bid, but only one bid was received from OI Corporation. There was another bid submitted, but it was deemed non responsive as they could not provide all of the items. Cited reasons as to why some of the vendors did not bid are as follows: “cannot be competitive”, and “do not offer the item requested”.

The bid submitted by OI Corporation meets all the requirements of the specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vapodest 50s C distillation system complete with carousel for 16x400 ml tubes; including a combined electrode, chemical storage tanks (reservoirs), distribution head, condenser, and 20 -16x400ml tubes Manufacturer: Gerhardt Part No. 12-0051, or Approved Equal</td>
<td>1 each</td>
<td>$ 61,360.00</td>
<td>$ 61,360.00</td>
</tr>
<tr>
<td>Manufacturer: Gerhardt Part No.: 12-0051</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade kit Carousel 20x250 Complete with sample tube guide cage 250 and Carousel 20-place, PP-nature Manufacturer: Gerhardt Part No. 12-0229, or Approved Equal</td>
<td>1 each</td>
<td>$ 5,217.00</td>
<td>$ 5,217.00</td>
</tr>
<tr>
<td>Manufacturer: Gerhardt Part No.: 12-0229</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer-See above for Specifications</td>
<td>1 each</td>
<td>$ 1,450.00</td>
<td>$ 1,450.00</td>
</tr>
<tr>
<td>Part No. N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set up and Installation</td>
<td>1 each</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Training for Lab Staff</td>
<td>2 each</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Kjeldatherm-digestion tubes, macro 20x250; 200/300ml -10 pcs Part No. 12-0301, or Approved Equal</td>
<td>2 each</td>
<td>$569.00</td>
<td>$1,138.00</td>
</tr>
<tr>
<td>Manufacturer: Gerhardt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part No.: 12-0301</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service and Maintenance</td>
<td>1 Year</td>
<td>$13,319.00</td>
<td>$13,319.00</td>
</tr>
<tr>
<td>To include 2 Periodic Maintenance visits and an Emergency visit annually (parts not included and billed separately) Xylem Inc. Item No. 328289, or approved Equal Base Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$82,484.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

- The award amount is $82,484.00
# TABULATION OF BIDS

## PROPOSAL

**One Time Purchase for Medium Voltage SWGear Motor Control Center**

**TIME & DATE:**

3:00 p.m., September 14, 2017

**ITEM NO.**

<table>
<thead>
<tr>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium Voltage SWGear/Motor Control Center per Engineered Spec's and Drawings Exhibits 2 &amp; 3</td>
</tr>
</tbody>
</table>

**UNIT PRICE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>99,282.00</td>
</tr>
<tr>
<td>1</td>
<td>123,111.00</td>
</tr>
<tr>
<td></td>
<td>167,500.00</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>NET</th>
<th>NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>99,282.00</td>
<td>123,111.00</td>
<td>167,500.00</td>
</tr>
</tbody>
</table>

**Terms**

<table>
<thead>
<tr>
<th>Item</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 days</td>
</tr>
<tr>
<td></td>
<td>30 days</td>
</tr>
</tbody>
</table>

**Delivery Days**

<table>
<thead>
<tr>
<th>Item</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100 days</td>
</tr>
<tr>
<td></td>
<td>See Bid for Delivery Days</td>
</tr>
<tr>
<td></td>
<td>65 days</td>
</tr>
</tbody>
</table>

**LOW BIDDER**

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

- A-A Electric
- Alterman, Inc.
- Bell Electrical
- BGB Supply
- Control Components Inc.
- Crawford Electric Supply
- Dealers Electrical
- Elliott Electric Supply
- Graybar Electric, Inc.
- Mission Controls
- MSC Direct
- Rexel
- Summit Electric

**Bid Invitations Emailed To/Or Picked Up By:**

- Demandstar
- SAWS Website
- Dealers Electric
- P.O. Box 630610
- Nacogdoches, TX 75963
- Elliott Electric Supply, Inc.
- P.O. Box 2449
- San Antonio, TX 78298-2449
- Crawford Electric Supply
- 349 N. W. 22nd St.
- San Antonio, TX 78233
- Graybar Electric, Inc.
- 4503 Perrin Creek
- San Antonio, TX 78217
- Alterman, Inc.
- 14703 Jones Maltsberger
- San Antonio, TX 78247
# SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

## TABULATION OF BIDS

| ITEM NO. | DESCRIPTION | UNIT PRICE | TOTAL
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SPE-DEX 3100-AUTOMATED EXTRACTION SYSTEM</td>
<td>28,201.00</td>
<td>84,603.00</td>
</tr>
<tr>
<td>2.</td>
<td>Vacuum Pump Kit (120 V)</td>
<td>1,312.00</td>
<td>2,624.00</td>
</tr>
<tr>
<td>3.</td>
<td>3100 Solvent Delivery Kit</td>
<td>880.00</td>
<td>5,280.00</td>
</tr>
<tr>
<td>4.</td>
<td>Installation</td>
<td>2,750.00</td>
<td>2,750.00</td>
</tr>
<tr>
<td>5.</td>
<td>Initial and subsequent training as defined in scope of work</td>
<td>1,800.00</td>
<td>3,600.00</td>
</tr>
<tr>
<td>6.</td>
<td>Service Agreement after initial warranty to include items in scope of work</td>
<td>6,130.00</td>
<td>6,130.00</td>
</tr>
</tbody>
</table>

**TOTAL** | **104,987.00**

**Terms**

- Net
- 30 days

**Delivery Days**

- 30 days

*LOW BIDDER*

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

- Aurora Biomedical
- Baytech
- Environmental Express
- Fox Scientific Inc.
- Gerstel USA
- Horizon Technology, Inc.
- Intech Instruments
- Lab Compare
- Lone Star International Corp.
- Thermofisher
- Thomas Scientific

Demandstar
SAWS Website
ITEM
BID NO. 17-17100
PURCHASE OF AUTOMATED SOLID PHASE EXTRACTORS FOR FATS, OILS, AND GREASES
SINGLE SOURCE

Bid No. 17-17100 solicited bids for the purchase of an automated solid phase extractors for the analysis of Fats, Oils, and Greases (FOG) in support of the Industrial Waste permitting program. The units must include an auto extraction device, controllers for attachment to computers, and software program for operation. The extractors are to be used for the analysis of U.S. EPA-approved methods for fats, oils and greases.

Horizon Technologies is the single responsible bidder for the purchase of these extractors with controller systems.

Thirteen vendors were invited to bid, but only one bid was received from Horizon Technologies. There were no other bids submitted for this instrumentation. Reasons for lack of vendor bids are Horizon offers the only known extractor apparatus that can be successfully utilized with the complex matrices of industrial waste. In addition, Horizon offers automation that is not currently available with other vendors.

The bid submitted by Horizon Technologies meets all the requirements of the specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPE-DEX 3100-AUTOMATED EXTRACTION SYSTEM</td>
<td>3 each</td>
<td>$28,201.00</td>
<td>$84,603.00</td>
</tr>
<tr>
<td>Manufacturer: Horizon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part No.: SPE-DEX 3100 Extractor System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum Pump Kit (120 V)</td>
<td>2 each</td>
<td>$ 1,312.00</td>
<td>$ 2,624.00</td>
</tr>
<tr>
<td>Manufacturer: Horizon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part No.: 50-2480-01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3100 Solvent Delivery Kit</td>
<td>6 each</td>
<td>$ 880.00</td>
<td>$ 5,280.00</td>
</tr>
<tr>
<td>Manufacturer: Horizon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part No. 50-2810-01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation</td>
<td>1 each</td>
<td>$ 2,750.00</td>
<td>$ 2,750.00</td>
</tr>
<tr>
<td>Initial and subsequent training as defined in scope of work</td>
<td>2 each</td>
<td>$ 1,800.00</td>
<td>$ 3,600.00</td>
</tr>
<tr>
<td>Service agreement after initial warranty to include items in scope of work</td>
<td>1 each</td>
<td>$ 6,130.00</td>
<td>$ 6,130.00</td>
</tr>
</tbody>
</table>

TOTAL $104,987.00

* The award amount is $104,987.00
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**TABULATION OF BIDS**

**FOR:** Extending the Existing Flush Tank at Brackish Groundwater Desalination Facility

**TIME & DATE:** 3:00 p.m., October 5, 2017

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE TOTAL</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1 LS Steel Bolted Tank Extension from 16.12 Feet in Height to 24.18 Feet in Height. Internal diameter of the tank will remain unchanged</td>
<td>106,064.00</td>
<td>212,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>1 Hr. Disinfection and Rinsing</td>
<td>21,649.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>1 LS Rental Equipment (including crane and forklift)</td>
<td>5,693.00</td>
<td>12,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>1 Ea. Mobilization/Demobilization</td>
<td>5,693.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>139,099.00</strong></td>
<td><strong>237,000.00</strong></td>
</tr>
</tbody>
</table>

**Terms**

- Net 2%
- 30 days 10 days
- 133 days 150 days

***LOW BIDDER***

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

- American Tank
- CST Industries
- Dynamic Systems, Inc.
- Eng America
- Metal Tanks
- Modu Tank
- National Storage Tank
- Payton Construction, Inc.
- Tank Connection
- The Tennant
# SAN ANTONIO WATER SYSTEM
## One Time Purchase of Security Cameras, Video Recorders and Accessories for Maintenance, Repair, Replacement and Improvement of Existing Equipment
### TABULATION OF BIDS

**Proposed Bid Price:**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Axis P354-VE Exterior Vandal Resistant Fixed Dome IP Camera, or approved equal (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>646.00</td>
<td>6,460.00</td>
</tr>
<tr>
<td>2.</td>
<td>Axis P354-VE Exterior Vandal Resistant Fixed Dome IP Camera, or approved equal (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>646.00</td>
<td>6,460.00</td>
</tr>
<tr>
<td>3.</td>
<td>Axis P354-VE Exterior Vandal Resistant Fixed Dome IP Camera, or approved equal (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>646.00</td>
<td>6,460.00</td>
</tr>
<tr>
<td>4.</td>
<td>Axis Q6085-EMB II Exterior Vandal Resistant PTZ Dome IP Camera, or approved equal (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>6,800.00</td>
<td>68,000.00</td>
</tr>
<tr>
<td>5.</td>
<td>Axis Q5165-VE Exterior Vandal Resistant Dome IP Camera, or approved equal (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>4,300.00</td>
<td>43,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Axis M1065-L Network Camera: Shall be Axis M1065-L (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>3,200.00</td>
<td>32,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Axis M1065-L Network Camera: Shall be Axis M1065-L (Manufacturer: Axis)</td>
<td>10 ea.</td>
<td>3,200.00</td>
<td>32,000.00</td>
</tr>
</tbody>
</table>

**Total:**

**$91,075.00**
**SAN ANTONIO WATER SYSTEM**  
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**  
**TABULATION OF BIDS**

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

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

<table>
<thead>
<tr>
<th>BID INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>J Sixty Integrated</td>
<td></td>
</tr>
<tr>
<td>911 Security Cameras</td>
<td></td>
</tr>
<tr>
<td>A marketing and Service Co.</td>
<td></td>
</tr>
<tr>
<td>A&amp;B Security Integration</td>
<td></td>
</tr>
<tr>
<td>Accentrix</td>
<td></td>
</tr>
<tr>
<td>Advanced Connections, Inc.</td>
<td></td>
</tr>
<tr>
<td>Alarm Integrations</td>
<td></td>
</tr>
<tr>
<td>Alteman</td>
<td></td>
</tr>
<tr>
<td>American Surveillance Co.</td>
<td></td>
</tr>
<tr>
<td>Afillter</td>
<td></td>
</tr>
<tr>
<td>Apriza Technology</td>
<td></td>
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<tr>
<td>ARC</td>
<td></td>
</tr>
<tr>
<td>Argyle Security</td>
<td></td>
</tr>
<tr>
<td>Demandstar</td>
<td></td>
</tr>
<tr>
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<td>B&amp;M Photo &amp; Electronics</td>
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<td>Blackbox Network Services</td>
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**TERMS AND DELIVERY DAYS**

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<th>Net 30 days</th>
<th>Net 30 days</th>
<th>Net 30 days</th>
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*LOW BIDDER*
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**PROPOSAL**
Annual Contract for BW Technologies Single Gas and Multi-Gas Detectors and Accessories

**TIME & DATE**
(Date of Award and terminate after initial term of one year)

3:00 p.m., August 31, 2017

**ITEM NO**
DESCRIPTION AND APPROXIMATE QUANTITY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Approximate Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>10 ea. (SAWS #1017) BW Technologies Gas Detector Monitor with built-in pump and rechargeable battery for 5 gases: O₂, LEL, H₂S, CO, PLUS CL₂ gases. Each with user operation manual and data logging software Mfr/Model M5-XWXYC-R-P-P-Y-N-00</td>
<td>1,296.91 1,543.00</td>
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<tr>
<td>2.</td>
<td>7 ea. (SAWS #31227) BW Technologies Gas Detector Monitor with built-in pump and rechargeable battery for 5 gases: O₂, LEL, H₂S, CO, PLUS SO₂ each with user operation manual and data logging software Mfr/Model M5-XWSY-R-P-P-Y-N-00</td>
<td>1,296.91 1,543.00</td>
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<td>3.</td>
<td>10 ea. (SAWS #33486) BW Technologies Gas Alert Replacement Pump Black Mfr/Model #M5-PRB-1</td>
<td>1,344.00 1,600.00</td>
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<td>4.</td>
<td>10 ea. (SAWS #33488) BW Technologies Gas Alert Micro 5 Rechargeable Lithium Polymer Battery Pack for use with new red circuit boards Yellow, Mfr/Model #M5-BAT08</td>
<td>1,260.00 1,500.00</td>
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<td>5.</td>
<td>10 ea. (SAWS #33483) BW Technologies Gas Alert Micro 5 Replacement Oxygen (O₂) Sensor, Mfr/Model #SR-X2V</td>
<td>1,386.00 1,650.00</td>
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<tr>
<td>6.</td>
<td>10 ea. (SAWS #33485) BW Technologies Gas Alert Micro 5 Replacement Sulfur Dioxide (SO₂) Sensor, Mfr/Model #PS-R04</td>
<td>2,940.00 3,500.00</td>
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<td>7.</td>
<td>9 ea. (SAWS #33487) BW Technologies Replacement Carbon Monoxide (CO) and H₂O Sensor Dual Purpose, Mfr/Model D4-RHM04</td>
<td>3,210.60 3,645.00</td>
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<td>8.</td>
<td>12 ea. (SAWS #33564) BW Technologies Gas Alert Micro 5 Replacement Sensor Chlorine, Mfr/Model #PS-RC10</td>
<td>3,528.00 4,200.00</td>
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<td>9.</td>
<td>10 ea. (SAWS #36991) BW Technologies Gas Alert Micro 5 Replacement Combustible (LEL) Sensor without silicone filter, Mfr/Model #SR-W04-UF</td>
<td>1,428.00 1,700.00</td>
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<td>10.</td>
<td>1 ea. (SAWS #36992) Confined Space Deluxe Kit to consist of the following: manual aspirator kit, calibration cpa, regulator, sampling probe with holster, detector holster, five spare auxiliary filters and three spare quick connect fittings, Mfr/Model #M5-CK-DL</td>
<td>294.00 350.00</td>
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<tr>
<td>11.</td>
<td>2 ea. (SAWS #36993) BW Technologies Integral Motorized Pump Kit, Mfr/Model #M5-PUMPB</td>
<td>168.00 200.00</td>
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<td>12.</td>
<td>2 ea. (SAWS #39769) Gas Alert Micro 5 Sensor Diffusion Cover, Mfr/Model #M5-DC-1</td>
<td>52.08 62.08</td>
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<td>13.</td>
<td>2 ea. (SAWS #36995) BW Technologies Replacement cradle charger, Mfr/Model #M5-C01</td>
<td>176.40 210.00</td>
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<td>14.</td>
<td>2 ea. (SAWS #36996) Gas Alert Micro 5 Neck Strap with Safety release, Mfr/Model #GA-NS-1</td>
<td>12.60 15.00</td>
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<td>15.</td>
<td>2 ea. (SAWS #36997) Gas Alert Micro 5 Carrying Holster, Mfr/Model #GA-HM5</td>
<td>25.20 30.00</td>
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<tr>
<td>16.</td>
<td>2 ea. (SAWS #37073) Gas Alert Micro 5 Hand Held Sampling Probe, Mfr/Model #GA-PROB1-1</td>
<td>29.40 35.00</td>
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<tr>
<td>17.</td>
<td>2 ea. (SAWS #37074) Gas Alert Micro 5 Probe Filter Spares, Mfr/Model #GA-PROB-FIL-K1</td>
<td>16.80 20.00</td>
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<tr>
<td>18.</td>
<td>15 ea. (SAWS #41544) Single Gas Detector for CL₂ gas: BW Gas Alert Extremet (CL₂) Yellow GAXT-C-DL</td>
<td>306.48 363.00</td>
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<tr>
<td>20.</td>
<td>10 ea. (SAWS #46198) 2 Year Maintenance free single gas detector for H₂S: BW Honeywell Clip (H₂S)</td>
<td>163.80 190.00</td>
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</tbody>
</table>
**SAN ANTONIO WATER SYSTEM**  
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**  

**TABULATION OF BIDS**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>10 ea. (SAWS #46199) 3 Year Maintenance free single gas detector for H2S: BW Honeywell Clip (H2S) BWC3-H</td>
<td>UNIT</td>
<td>206.64</td>
<td>2,066.40</td>
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<tr>
<td>22.</td>
<td>10 ea. (SAWS #46200) Honeywell BW Clip Hilberation case: CLPHB-CASE</td>
<td>UNIT</td>
<td>12.66</td>
<td>126.60</td>
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<tr>
<td>23.</td>
<td>1 ca. (SAWS #47108) Intellidox Docking Station: BWTDX-CLIP</td>
<td>UNIT</td>
<td>1,597.96</td>
<td>1,597.96</td>
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<tr>
<td>24.</td>
<td>1 ca. (SAWS #47109) Intellidox Enabler Kit: BWTDX-ENBL-NA</td>
<td>UNIT</td>
<td>210.00</td>
<td>210.00</td>
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<td>25.</td>
<td>1 ca. (SAWS #47110) Demand Flow Regulator: GC075-DFR</td>
<td>UNIT</td>
<td>210.56</td>
<td>210.56</td>
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<tr>
<td>26.</td>
<td>2 ca. (SAWS #47111) Honeywell BW Clip Hilberation case: CLPHB-CASE</td>
<td>UNIT</td>
<td>54.88</td>
<td>109.76</td>
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<tr>
<td>27.</td>
<td>15 ea. 4 Gas BW Technologies Gas Alert Micro 5 series air monitor; M5-XWOY-R-P-D-Y-N-00 Rechargeable Battery and Pump</td>
<td>UNIT</td>
<td>1,216.13</td>
<td>18,241.95</td>
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<td><strong>TOTAL</strong></td>
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<td></td>
<td>69,910.18</td>
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</table>

**EXTENSION 1**  
69,910.18

**EXTENSION 2**  
69,910.18

**EXTENSION 3**  
69,910.18

Terms  
Net  
30 days  
10 days  
40 days  
7 days

*Low Bidder*

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

- Airgas
- BKW Environmental
- CB Marketing
- Federal Resources Supply
- Fisher Scientific
- Gas Detectors USA
- Honeywell Analytics
- Icon Safety
- JJS Technical
- Lone Star Safety & Supply
- Macaulay Controls
- MAPS Distributors
- MSC
- NT Safety
- RHI Group
- Ritz Safety LLC
- US Blue Book
- Demandstar
- SAWSS Website

**Federal Resources Supply Co.**  
215 G Log Canoe Circle  
Stevensville, MD 21666

**Ritz Safety, LLC**  
5516 Business Park  
San Antonio, TX 78218
# SAN ANTONIO WATER SYSTEM
## PROPOSAL
**TIME & DATE:** 3:00 p.m., September 18, 2017

### TABULATION OF BIDS

**Annual Contract for Fencing Repair/Relocation Services for Jobs under $3,000**

**Date of Award through September 30, 2018**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
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<tbody>
<tr>
<td><strong>GROUP 1 ROUTINE SERVICES</strong></td>
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<tr>
<td>2,000 hours</td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td>1. Crew Regular Time</td>
<td>65.00</td>
</tr>
<tr>
<td>2. Crew Night Work</td>
<td>80.00</td>
</tr>
<tr>
<td>3. Crew Sat./Sun./Hol.</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>SUB TOTAL GROUP 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 2 EMERGENCY SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>200 hours</td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td>1. Crew Regular Time</td>
<td>90.00</td>
</tr>
<tr>
<td>2. Crew Night Work</td>
<td>100.00</td>
</tr>
<tr>
<td>3. Crew Sat./Sun./Hol.</td>
<td>120.00</td>
</tr>
<tr>
<td><strong>SUB TOTAL GROUP 2</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 3 PARTS &amp; MATERIALS (not to exceed base cost of)</strong></td>
<td><strong>Unit Price $40,000</strong></td>
</tr>
<tr>
<td>1. Cost Plus applies to all PARTS &amp; MATERIALS, Lawson No. 34245</td>
<td>40,000.00</td>
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<tr>
<td><strong>GRAND TOTAL (GROUPS 1-3)</strong></td>
<td><strong>TOTAL</strong></td>
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<tr>
<td><strong>Stand-By Rate</strong></td>
<td><strong>PRICE/HOUR/CREW</strong></td>
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<tr>
<td><strong>Delivery Days</strong></td>
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<td><strong>Arrival On-Site in Hours from Request</strong></td>
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<td><strong>EXTENSION 2</strong></td>
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<td><strong>EXTENSION 3</strong></td>
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<td><strong>Prices is only one of the evaluation criteria</strong></td>
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**BID INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:**

- Alamo Decks & Fence
- Aztec Fence & Ornamental Iron, LLC
- Bermont Construction
- D Fence of TX LLC
- de la Garza Fence Co.
- Genco Fence & Construction
- Mikco Fencing
- Newton Construction
- Pecos Fencing
- SA Quality Fence
- Demandstar
- SAWS website
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**PROPOSAL FOR TIME & DATE**

**ITEM NO**

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

**DESCRIPTION AND APPROXIMATE QUANTITY**

**GROUP 1 ROUTINE SERVICES**

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<th>PRICE</th>
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<td>1. 2,000 hours Crew Regular Time</td>
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<td>2. 20 hours Crew Night Work</td>
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<td>3. 20 hours Crew Sat./Sun./Hol.</td>
<td>100.00</td>
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**SUB TOTAL GROUP 1**

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**GROUP 2 EMERGENCY SERVICES**

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<td>3. 20 hours Crew Sat./Sun./Hol.</td>
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**GROUP 3 PARTS & MATERIALS (not to exceed base cost of)**

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**GRAND TOTAL (GROUPS 1-3)**

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**EXTENSION 1**

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**EXTENSION 2**

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**EXTENSION 3**

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**Terms**

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<td>2 hours</td>
<td>10 days</td>
<td>14 days</td>
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**Delivery Days**

**PRICES IS ONLY ONE OF THE EVALUATION CRITERIA**

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

- Alamo Decks & Fence
- Aztec Fence & Ornamental Iron, LLC
- Bermont Construction
- D Fence of TX LLC
- de la Garza Fence Co.
- Genco Fence & Construction

- Mikco Fencing
- Newton Construction
- Pecos Fencing
- SA Quality Fence

- Demandstar
- SAWS website
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<th>Item</th>
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<th>Total</th>
<th>Unit Price</th>
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### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**Annual Contract for**  
Tires & Tubes & Repair Services  
(December 1, 2017 through December 31, 2018)

**TABULATION AND APPROXIMATE QUANTITY**

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**TOTAL: 12,345,480.70**
### 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:**

**TIME & DATE:** (December 1, 2017 through December 31, 2018)
3:00 p.m., September 20, 2017

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## SAN ANTONIO WATER SYSTEM

**F. O. C. Box 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**Annual Contract for**

1. **2017-3120A**
2. **2017-3120B**
3. **2017-3120C**

**P. O. Box 2449**

**SAN ANTONIO, TEXAS 78298-2449**

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<th>Approximate Quantity</th>
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<td><strong>2.</strong> Brand Name &amp; Number</td>
<td><strong>TOTAL</strong></td>
<td><strong>GROUP 2</strong></td>
<td><strong>INDUSTRIAL LUG AND TRAILER</strong></td>
</tr>
<tr>
<td><strong>3.</strong> Brand Name &amp; Number</td>
<td><strong>TOTAL</strong></td>
<td><strong>GROUP 3</strong></td>
<td><strong>INDUSTRIAL LUG AND TRAILER</strong></td>
</tr>
</tbody>
</table>

**Note:**
- All prices in USD
- Quantities and prices are approximate
- Dates: December 1, 2017 through December 31, 2018
**SAN ANTONIO WATER SYSTEM**

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

**TABULATION OF BIDS**

**PROPOSAL:** Annual Contract for  
**SUBJECT:** Tires & Tubes & Repair Services  
**DATE:** (December 1, 2017 through December 31, 2018)  
**TIME:** 3:00 p.m., September 20, 2017

**ITEM NO.**  DESCRIPTION AND APPROXIMATE QUANTITY  

<table>
<thead>
<tr>
<th>Brand Name &amp; Number</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td>17.3120A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Tires and Accessories</th>
<th>Number of Tires</th>
<th>Brand Name &amp; Number</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.5 - 25 NHS, 16 Ply, SAWS #16828</td>
<td>4 ea.</td>
<td>20.5 - 25 NHS, 16 Ply, SAWS #16828</td>
<td>Firestone, #048492</td>
<td>981.00</td>
</tr>
<tr>
<td>26 X 8-12 NHS, SAWS #36631</td>
<td>8 ea.</td>
<td>26 X 8-12 NHS, SAWS #36631</td>
<td>Carlisle, #360408</td>
<td>54.00</td>
</tr>
<tr>
<td>26 X 9-12 NHS, SAWS #36631</td>
<td>2 ea.</td>
<td>26 X 9-12 NHS, SAWS #36631</td>
<td>M:stone, #190137219</td>
<td>98.00</td>
</tr>
<tr>
<td>26 X 10-12 NHS, SAWS #36639</td>
<td>4 ea.</td>
<td>26 X 10-12 NHS, SAWS #36639</td>
<td>Firestone, #44002</td>
<td>80.00</td>
</tr>
<tr>
<td>300 X 15-20 NHS, SAWS #32114</td>
<td>4 ea.</td>
<td>300 X 15-20 NHS, SAWS #32114</td>
<td>Firestone, #10314</td>
<td>259.00</td>
</tr>
<tr>
<td>205/65-10, 4 Ply, SAWS #16813</td>
<td>8 ea.</td>
<td>205/65-10, 4 Ply, SAWS #16813</td>
<td>Firestone, #2194199</td>
<td>65.00</td>
</tr>
<tr>
<td>215/75R17.5 HWY, 16 Ply, SAWS #16838</td>
<td>10 ea.</td>
<td>215/75R17.5 HWY, 16 Ply, SAWS #16838</td>
<td>Firestone, #248311</td>
<td>63.00</td>
</tr>
<tr>
<td>ST225/75R15 HWY 10 Ply, SAWS #35997</td>
<td>80 ea.</td>
<td>ST225/75R15 HWY 10 Ply, SAWS #35997</td>
<td>Firestone, #248311</td>
<td>79.00</td>
</tr>
<tr>
<td>ST235/80R16 HWY 10 Ply, SAWS #35999</td>
<td>20 ea.</td>
<td>ST235/80R16 HWY 10 Ply, SAWS #35999</td>
<td>Firestone, #248311</td>
<td>91.00</td>
</tr>
<tr>
<td>ST235/85R16 HWY 10 Ply, SAWS #1344</td>
<td>200 ea.</td>
<td>ST235/85R16 HWY 10 Ply, SAWS #1344</td>
<td>Firestone, #248311</td>
<td>219.00</td>
</tr>
</tbody>
</table>

**TOTAL (GROUP 4)**

<table>
<thead>
<tr>
<th>Group 5 TIMES AND ACCESSORIES, REPAIR AND SERVICE SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 Service Calls inside Anderson Loop 1604, SAWS #27128</td>
</tr>
<tr>
<td>(all equipment other than backhoes and front-end loaders)</td>
</tr>
<tr>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repair (all equipment other than backhoes and front-end loaders) SAWS #31080</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Valve stems (long) (all equipment other than backhoes and front-end loaders) (all requests regardless of type or size), SAWS #16844 |

| UNIT PRICE TOTAL  | 4.00 | 50.00 | 5.00 |
| TOTAL  | 5.00 | 50.00 | 5.00 |

Service calls inside Anderson Loop 1604 (heavy equipment: backhoes and front-end loaders only) SAWS #27127 |

| UNIT PRICE TOTAL  | 50.00 | 69.00 | 75.00 |
| TOTAL  | 50.00 | 69.00 | 75.00 |

<table>
<thead>
<tr>
<th>Service calls outside Anderson Loop 1604 (all equipment) SAWS #27126</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

**SAN ANTONIO, TEXAS 78298-2449**

F281-629 (Rev. 5/92)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Repairs (heavy equipment: backhoes and front-end loaders only), SAWS #27125</td>
<td>50.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Valve Stems (all heavy equipment regardless of type or size), SAWS #16836</td>
<td>7.50</td>
<td>2,250.00</td>
</tr>
<tr>
<td>8.</td>
<td>Overtime Service, SAWS #27124</td>
<td>50.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>9.</td>
<td>Fleet Check (6:45 @ 3930 E. Houston Street), SAWS #27123</td>
<td>55.00</td>
<td>13,750.00</td>
</tr>
<tr>
<td>10.</td>
<td>Fleet Check (6:00 @ 515 Mission Road), SAWS 27123</td>
<td>55.00</td>
<td>13,750.00</td>
</tr>
<tr>
<td>11.</td>
<td>Fleet Check (6:00 @ 515 Mission Road), SAWS 1288</td>
<td>55.00</td>
<td>13,750.00</td>
</tr>
<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>13,750.00</td>
</tr>
<tr>
<td>13.</td>
<td>Boot (any size) SAWS #16800</td>
<td>5.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>14.</td>
<td>Boot (any heavy equipment), SAWS #30959</td>
<td>7.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>15.</td>
<td>Tire pressure sensor (Ford) SAWS #36620</td>
<td>50.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>16.</td>
<td>Tire Pressure Sensor (GM), SAWS #36621</td>
<td>50.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>17.</td>
<td>Tire Pressure Sensor (Dodge) SAWS #36622</td>
<td>50.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (GROUP 5)</strong></td>
<td><strong>161,200.00</strong></td>
<td><strong>169,200.00</strong></td>
</tr>
<tr>
<td>Group 6</td>
<td>TIRE DISPOSAL FEES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Disposal Fee - Small Vehicles, SAWS #30155</td>
<td>2.00</td>
<td>3.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>500.00</strong></td>
<td><strong>750.00</strong></td>
</tr>
<tr>
<td>4.</td>
<td>Disposal Fee - Large Vehicles, SAWS #30156</td>
<td>5.00</td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>1,250.00</strong></td>
<td><strong>1,625.00</strong></td>
</tr>
<tr>
<td>5.</td>
<td>Disposal Fee - OTR Vehicles, SAWS #30960</td>
<td>20.00</td>
<td>28.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>5,000.00</strong></td>
<td><strong>7,000.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (GROUP 6)</strong></td>
<td><strong>6,750.00</strong></td>
<td><strong>8,625.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL GROUPS 1-6</strong></td>
<td><strong>648,314.00</strong></td>
<td><strong>661,029.02</strong></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., September 20, 2017

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td>648,314.00</td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td>648,314.00</td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td>648,314.00</td>
</tr>
<tr>
<td>EXTENSION 4</td>
<td></td>
<td>648,314.00</td>
</tr>
</tbody>
</table>

**T&L**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td></td>
<td>10 days</td>
</tr>
<tr>
<td>Net</td>
<td></td>
<td>30 days</td>
</tr>
<tr>
<td>Net</td>
<td></td>
<td>30 days</td>
</tr>
</tbody>
</table>

**LOW BIDDER**

<table>
<thead>
<tr>
<th>BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beasley Tire</td>
</tr>
<tr>
<td>Cooper Tires</td>
</tr>
<tr>
<td>Goodyear Government Sales</td>
</tr>
<tr>
<td>Herb and Sons Tire Service</td>
</tr>
<tr>
<td>Hesselbein Tire SW</td>
</tr>
<tr>
<td>Limons Road Service, Ltd</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**FOR Annual Contract for Janitorial Paper Products**  
**TIME & (October 1, 2015 through September 30, 2016)**  
**DATE: 3:00 p.m., September 14, 2015**

### ITEM NO. DESCRIPTION AND APPROXIMATE QUANTITY

#### PAPER PRODUCTS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE PER CASE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER, TOILET SEAT, 1/2 FOLD (31238)</td>
<td>1/2 Fold</td>
<td>44.23</td>
<td>1,061.52</td>
</tr>
</tbody>
</table>

| Part No.: | HOS HG-5000 |
| Brand: | Hospital Specialty |
| Qty per case: | 5000 |
| Estimated Qty = 24 Cases Annually |

| TOILET PAPER (14592) | Price per case | 39.25 | 8,242.50 |
| 2 Ply 500 sheets per roll 4 1/2" x 3.75 IN | TOTAL |

| Part No.: | SCA TM1616S |
| Brand: | Tork Universal |
| Manufacturer Code Number: | TM1616S |
| Rolls per case: | 96 |
| Sheet Size: | 4.5 x 3.75 |
| Sheets per roll: | 500 |
| Case Weight: | 37.4 lb |
| Estimated Qty = 210 Cases Annually |

| TOILET PAPER (14591) | Price per case | 26.00 | 10,400.00 |
| 2 ply 1000 ft per roll 8 8/10 inch 3 1/3" wide | TOTAL |

| Part No.: | SCA TJ0922A |
| Brand: | Tork Universal |
| Manufacturer Code Number: | TJ0922A |
| Rolls per case: | 12 |
| Estimated Qty = 400 Cases Annually |

| MULTIFOLD TOWELS (16856) | Price per case | 20.25 | 1,012.50 |
| Manufacturer Code: | SCA MB540A |
| Color: | Bleached White |
| Towel Size: | 9.5" x 9.125" |
| Towers per pack: | 250 |
| Packs per case: | 16 |
| Manufacturer Name: | SCA |
| Estimated Qty = 50 Cases Annually |

---

**BID NOT TABULATED PRODUCTS NOT APPROVED**  
**BID NOT TABULATED INCOMPLETE PRODUCTS NOT APPROVED**  
**BID NOT TABULATED INCOMPLETE**
### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**FOR Annual Contract for Janitorial Paper Products**

**TIME & DATE**
October 1, 2015 through September 30, 2016
3:00 p.m., September 14, 2015

<table>
<thead>
<tr>
<th>ITEM NO. DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>ITEM DELETED</th>
<th>ITEM DELETED</th>
<th>ITEM DELETED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAPER PRODUCTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roll Towels Scott (31427)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer Code: KC 01000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ITEM DELETED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towel Hand Popup (16857)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towel Size: 9.1 in x 16.8 in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ITEM DELETED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bag, paper, wax coated (9325)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receptical Liner for Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size: 10W x 3 1/4D x 9H</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>250 per case</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Code: HOS 6141</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer: Hospeco</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Qty: 5 Cases Annually</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| BID NOT TABULATED PRODUCTS NOT APPROVED        |              |              |              |
| BID NOT TABULATED INCOMPLETE PRODUCTS NOT APPROVED |          |              |              |
| BID NOT TABULATED INCOMPLETE                  |              |              |              |

<table>
<thead>
<tr>
<th>Price per case</th>
<th>18.25</th>
<th>91.25</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>18.25</td>
<td>91.25</td>
<td></td>
</tr>
<tr>
<td>Product Code</td>
<td>HOS 6141</td>
<td>HOS HS-6141</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td>Hospeco</td>
<td>Hospeco</td>
<td></td>
</tr>
<tr>
<td>Qty per case</td>
<td>250</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Paper Roll Towel Dispenser (33354)             |              |              |              |
| In-Sigh Sani-Touch                            |              |              |              |
| **ITEM DELETED**                               |              |              |              |

<table>
<thead>
<tr>
<th>Price per case</th>
<th>*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>20,899.02</td>
<td></td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL FOR Annual Contract for Janitorial Paper Products**  
**TIME & DATE:** (October 1, 2015 through September 30, 2016)  
**DATE:** 3:00 p.m., September 14, 2015

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>207 Jackson Keller Rd. San Antonio, TX 78216</td>
<td>900 Kirby Dr. Houston, TX 77004</td>
<td>2400 Belle Place Linden, NJ 07036</td>
<td>6510 N 54th Street Tampa, FL 33610</td>
</tr>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Terms**  
1%  
10 days  
1-5 days

*LOW BID*

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

- Affordable Custodial Supplies Inc.  
- Arrow Magnolia  
- Austin Lighthouse for the Blind  
- Betco  
- Central Poly-Bag Corp.  
- Cleaning Ideas  
- Competitive Choice Inc.  
- Grainger  
- Gulf Coast Paper  
- LLC Supply Innovations Co.  
- Matera Paper Co.  
- Pollock Paper Products  
- Pyramid School Products  
- Safety Supply  
- Safeway Supply  
- State Industrial  
- Sunshine Distributors  
- Torrez Paper  
- Z and V International LLC  
- Demandstar  
- SAWS Website
Innovyze, Inc. software maintenance and support is a sole source of the InfoWorks and InfoMaster capacity modeling software. SAWS has a significant investment in Innovyze, to include software and its proprietary models, and the software maintenance and support will protect that investment.

The Innovyze ICM capacity modeling software is used by Water and Waste Water Master Planning teams to model the SAWS distribution and collections systems respectively. These models support engineering of capacity requirements (how big should pipes be) within the water and waste water system. Modeling provides SAWS the ability to engineer capacity requirements within the distribution and collections system, providing direction for capital improvements and avoiding the under-sizing or oversizing which could cost SAWS millions to mitigate. In addition, the EPA Consent Decree requires SAWS to identify capacity constraints within the SAWS collection system; the Innovyze software is critical to this effort.

The InfoMaster Condition Analytics software package provides functionality that evaluates CCTV inspection coding, applying rules which reflect SAWS' engineering approach, priorities, and policies, and resulting in a suggested overall condition rating and recommendation for the most advantageous remediation approach.

The unique fit of Innovyze software with SAWS needs, along with SAWS existing investment with the modeling software, makes this the only source for the necessary maintenance and support.

- SAWS seeks approval to renew maintenance for Innovyze Desktop Floating Licenses, InfoWorks (Water) and InfoWorks (Sewer) and InfoMaster software.
- Current Maintenance price for September 15, 2017- September 14, 2018 is $87,900.00
- Award is for one year with five one-year options to extend.
- Option years include an estimated escalation of 5% per year.

Base Year: 09/15/17 – 09/14/18

<table>
<thead>
<tr>
<th>Level</th>
<th>Maintenance Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold</td>
<td>InfoMaster Condition Analytics Desktop Sewer Floating</td>
<td>6</td>
<td>$4,500.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>Platinum</td>
<td>InfoWater Suite Floating</td>
<td>4</td>
<td>$3,750.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Gold</td>
<td>InfoWater Floating</td>
<td>3</td>
<td>$2,250.00</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>Gold</td>
<td>H2O Map Water Floating</td>
<td>1</td>
<td>$2,250.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>AM</td>
<td>InfoWorks ICM (Water)</td>
<td>5</td>
<td>$6,750.00</td>
<td>$33,750.00</td>
</tr>
<tr>
<td>AM</td>
<td>InfoWorks ICM (Sewer)</td>
<td>1</td>
<td>$3,150.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$87,900.00</strong></td>
<td><strong>$87,900.00</strong></td>
</tr>
<tr>
<td>Option Years</td>
<td>Description</td>
<td>Estimated Price</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>-----------------------</td>
<td>-----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ext. Yr 1: 09/15/18 - 09/14/19</td>
<td>Maintenance and Support</td>
<td>$92,295.00</td>
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<td></td>
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<tr>
<td>Ext. Yr 2: 09/15/19 - 09/14/20</td>
<td>Maintenance and Support</td>
<td>$96,909.75</td>
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<td>Ext. Yr 4: 09/15/21 - 09/14/22</td>
<td>Maintenance and Support</td>
<td>$106,843.00</td>
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<tr>
<td>Ext. Yr 5: 09/15/21 - 09/14/22</td>
<td>Maintenance and Support</td>
<td>$112,185.15</td>
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<td></td>
</tr>
</tbody>
</table>

*Option year prices include a 5% escalation. The escalation is estimated, and actual cost of future year's maintenance will be paid.
TO:       San Antonio Water System Board of Trustees

FROM:     Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT:  AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE DR 999-1002 OPEN CUT PACKAGE PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a local, MBE-Hispanic firm, in the amount of $869,086.86 in connection with the DR 999-1002 Open Cut Package Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work that is required by the Consent Decree for the DR 999-1002 Open Cut Package Project between the San Antonio Water System, the United States of America and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to replace sewer mains in need of replacement based on condition assessment.

- This contract will be for the replacement of approximately 4,492 feet of 8-inch diameter sewer pipe by open cut method. Additionally, the manholes will be replaced.

- Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., has submitted the lowest responsible bid of $869,086.86.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $869,086.86 for wastewater related construction work under job number 17-4539.
SUPPLEMENTARY COMMENTS:

Greg Gomez, Inc., dba GGI Engineers, prepared the design, bid proposal, and specifications for the project. The engineer’s estimated construction cost for this project is $1,317,879.00.

A bid opening was held on October 11, 2017, at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.*</td>
<td>$869,086.86</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RL Jones LP</td>
<td>$1,010,135.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,248,848.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$1,295,353.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>*Engineer’s Estimate</td>
<td>$1,317,879.00</td>
<td></td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,321,924.60</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 34.1 percent decrease from the Engineer’s estimated construction cost.

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

<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>SMWVB Total</td>
</tr>
</tbody>
</table>
Award of Construction Contract
DR 999-1002 Open Cut Package Project

APPROVED:

Gail Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., IN THE AMOUNT OF $869,086.86 IN CONNECTION WITH THE DR 999-1002 OPEN CUT PACKAGE PROJECT; AWARDING A CONSTRUCTION CONTRACT TO PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., IN THE AMOUNT OF $869,086.86 FOR THE PROJECT WORK; APPROVING EXPENDITURES AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $869,086.86 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 PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., AND TO PAY PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., AN AMOUNT NOT TO EXCEED $869,086.86 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, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a local, MBE–Hispanic firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $869,086.86 for the project work; and

WHEREAS, System funds in the amount of $869,086.86 are required for the project work; and

WHEREAS, the total amount of $869,086.86 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 Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount of
$869,086.86 for the project work in connection with the DR 999-1002 Open Cut Package Project, (ii) to award a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount $869,086.86 for the project work, (iii) to approve a total expenditure and make available an amount not to exceed $869,086.86 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 Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., an amount not to exceed $869,086.86 for the project work; now, therefore:

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

1. That the bid of Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount of $869,086.86 for the project work in connection with the DR 999-1002 Open Cut Package Project is hereby accepted.

2. That a construction contract in the amount of $869,086.86 for the project work is hereby awarded to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc.

3. That the expenditure of System funds in an amount not to exceed $869,086.86 for the project work is hereby approved.

4. That an amount not to exceed $869,086.86 for the project work is hereby made available and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., an amount not to exceed $869,086.86 in connection with the DR 999-1002 Open Cut Package Project.

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

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

PASSED AND APPROVED this 7th day of November, 2017.

Berto Guerra, Jr., Chairman

ATTEST:

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

TO: San Antonio Water System Board of Trustees
FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: APPROVAL OF CHANGE ORDER NO. 3 IN CONNECTION WITH THE C-12 DONALDSON TERRACE PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Change Order No. 3 in the amount of $167,607.52 payable to S.J. Louis Construction of Texas, Ltd., a local, non-SMWVB contractor, in connection with the C-12 Donaldson Terrace Project.

• 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.

• 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.

• The C-12 Donaldson Terrace Project includes the construction of approximately two miles of 8-inch through 30-inch gravity sewer pipeline. Project limits extend from Mulberry Avenue to Babcock Road along Morning Glory, Senisa Drive, St. Cloud, Evelyn Drive, E. Sunshine Drive, and Overbrook Drive.

• On September 13, 2016, the System’s Board of Trustees, through Resolution No. 16-236, authorized a construction contract with S.J. Louis Construction of Texas, Ltd., in the total amount of $6,758,717.46 in connection with the project work.

• Change Order No. 1 in the amount of $95,266.65 provided for additional waterline.

• Change Order No. 2 in the amount of $1,760.00 provided for a transition coupling utilized for the connection of 21-inch pipeline to a 24-inch pipeline.

• Coordination with the City of San Antonio during construction identified the need to change from micro-surface pavement restoration to a full mill and overlay road
reconstruction. This was required due to differing site conditions.

- Change Order No. 3, in a total amount not to exceed $167,607.52, provides for the costs associated with the change in pavement restoration work.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this additional expenditure included in the CY 2016 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $167,607.52 for Change Order No. 3 and funds will be transferred from the 2017 Owner Controlled Construction Changes line item. The job number is 13-2506.

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. 16-236)</td>
<td>$6,758,717.46</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 2</td>
<td>97,026.65</td>
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<tr>
<td>Proposed Change Order No. 3</td>
<td>167,607.52</td>
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<tr>
<td>Revised Contract Amount</td>
<td>$7,023,351.63</td>
</tr>
</tbody>
</table>

The new contract amount for the System’s work as a result of all change orders is $7,023,351.63, which represents an increase of 3.91 percent from the original amount.

**SUPPLEMENTARY COMMENTS:**

The original completion date for this contract was March 24, 2018. As a result of the previous change orders and this change order, which adds a total of 20 days, the contract has been extended and the completion date is April 13, 2018.
Approval of Change Order No. 3
C-12 Donaldson Terrace Project

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

APPROVED:

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 3 IN THE AMOUNT OF $167,607.52 FOR THE ADDITIONAL PROJECT WORK IN CONNECTION WITH THE C-12 DONALDSON TERRACE PROJECT; AMENDING RESOLUTION NO. 16-236 BY APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $167,607.52 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM'S PROJECT FUND FOR THE ADDITIONAL PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 3, AND TO PAY S.J. LOUIS CONSTRUCTION OF TEXAS, LTD., AN ADDITIONAL AMOUNT NOT TO EXCEED $167,607.52 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, C-12 Donaldson Terrace 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 requires additional capacity; and

WHEREAS, this project includes the construction of approximately two miles of 8-inch through 30-inch gravity sewer pipeline with the project limits extending from Mulberry Avenue to Babcock Road along Morning Glory, Senisa Drive, St. Cloud, Evelyn Drive, and Overbrook Drive; and

WHEREAS, on September 13, 2016, the Board of Trustees, through Resolution No. 16-236, authorized a construction contract with S.J. Louis Construction of Texas, Ltd., in the amount of $6,758,717.46 in connection with the project work; and

WHEREAS, during construction, it was determined that the project will need to change to a mill and overlay road reconstruction from a micro-surface restoration; and

WHEREAS, negotiations between the System and S.J. Louis Construction of Texas, Ltd., resulted in a cost of $167,607.52 for Change Order No. 3 for the additional project work; and

WHEREAS, additional System funds in an amount not to exceed $167,607.52 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 approve Change Order No. 3 in an amount not to exceed $167,607.52 payable to S.J. Louis Construction of Texas, Ltd., in connection with the C-12 Donaldson Terrace Project, (ii) to amend Resolution No. 16-236 by approving an additional amount not to exceed $167,607.52 be made available and expended from the System’s Project Fund for additional project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 3, and to pay an additional amount not to exceed $167,607.52 to S.J. Louis Construction of Texas, Ltd., for additional project work; now, therefore:

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

1. That Change Order No. 3, in an amount not to exceed $167,607.52, payable to S.J. Louis Construction of Texas, Ltd., in connection with the C-12 Donaldson Terrace Project is hereby approved.

2. That Resolution No. 16-236 is hereby amended by authorizing an additional amount not to exceed $167,607.52 payable to S.J. Louis Construction of Texas, Ltd., in connection with the C-12 Donaldson Terrace Project.

3. That an additional sum not to exceed $167,607.52 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. 3 and to pay S.J. Louis Construction of Texas, Ltd. an additional amount not to exceed $167,607.52 for additional project work in connection with the C-12 Donaldson Terrace 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 7th day of November, 2017.

Berto Guerra, Jr., Chairman

ATTEST:

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

TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: RATIFICATION OF CHANGE ORDER NO. 4 IN CONNECTION WITH THE C_5 CULEBRA - CASTROVILLE TO LAREDO AND C_28 ZARZAMORA CREEK - SAN GABRIEL TO NW 23RD STREET PHASE 1B PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving Change Order No. 4 in the amount of $174,402.70. It further amends Resolution 16-216 by approving additional funds in the total amount of $174,402.70 payable to Oscar Renda Contracting, Inc., a non-local, non-SMWVB firm, in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street Phase 1B Project.

- 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 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.

- C5/C28 Phase 1B includes the construction of approximately 12,700 feet of 8-inch through 36-inch sewer main along Laredo Street along Apache Creek to W. Houston Street. The construction then heads westbound along Houston Street and terminates at NW 26th Street.

- The City of San Antonio joint bid the Apache Creek Trail North improvements that occur
Ratification of Change Order No. 4
C_5 Culebra – Castroville to Laredo and
C_28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B

within the limits of the System’s project. These improvements are a part of the Apache Creek portion of the Westside Creeks Restoration Project extending along the eastside of Apache Creek from Potosi to NW 19th Street.

- On August 2, 2016, the System’s Board of Trustees, through Resolution No. 16-216, authorized a construction contract with Oscar Renda Contracting, Inc., in the total amount of $12,976,849.00 in connection with the project work.

- Change Order No. 1, in an amount not to exceed $3,072.97, provided for a 4-inch gate valve discovered during construction, not included in the original contract.

- Change Order No. 2, in an amount not to exceed $31,100.71, provided for the construction to offset an existing 12-inch sewer line in order for the contractor to start construction on the new proposed sewer siphon.

- Change Order No. 3, in an amount not to exceed $26,418.70, provided for the contractor to take control of the maintenance and payment for the traffic control devices and setup that was in place for the Phase 1A project.

- During construction, it was determined that the proposed open cut installation method was not feasible for a section of main in the narrow alley and presented a significant risk to the adjacent house. Due to constructability concerns, it was recommended to change the pipe installation method from open cut to jacking, boring, or tunneling. The System will recover the appropriate compensation from the consultant, if applicable.

- Change Order No. 4, in a total amount not to exceed $174,402.70, provides for the costs associated with the additional work.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this additional expenditure included in the CY 2016 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $174,402.70 for Change Order No. 4 and funds will be transferred from the 2017 Owner Controlled Construction Changes line item. The job number is 15-4503.

The revised authorization for this project is as follows:
Ratification of Change Order No. 4  
C_5 Culebra – Castroville to Laredo and  
C_28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 16-216)</td>
<td>$12,976,849.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 3</td>
<td>60,592.38</td>
</tr>
<tr>
<td>Proposed Change Order No. 4</td>
<td>174,402.70</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$13,211,844.08</td>
</tr>
</tbody>
</table>

The new contract amount for the System’s work as a result of this change order is $13,211,844.08, which represents an increase of 1.81 percent to the original amount.

**SUPPLEMENTARY COMMENTS:**

The original completion date for this contract is April 7, 2018. As a result of the previous change orders and this change order, which adds a total of 47 days, the contract has been extended for a new completion date of May 25, 2018.

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

Andrea L.H. Beymer, 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. 16-216 BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $174,402.70 PAYABLE TO OSCAR RENDA CONTRACTING, INC., IN CONNECTION WITH THE C_5 CULEBRA - CASTROVILLE TO LAREDO AND C_28 ZARZAMORA CREEK - SAN GABRIEL TO NW 23RD STREET PHASE 1B PROJECT; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $174,402.70 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. 4 IN THE TOTAL AMOUNT OF $174,402.70; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY OSCAR RENDA CONTRACTING, INC., AN ADDITIONAL AMOUNT NOT TO EXCEED $174,402.70 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 1B 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 12,700 feet of 8-inch through 36-inch sewer mains from Laredo Street along Apache Creek to W. Houston Street and then heads westbound along Houston Street and terminates at NW 26th Street; and

WHEREAS, the City of San Antonio joint bid the Apache Creek Trail North improvements that occur within the limits of the System’s project; and

WHEREAS, on August 2, 2016, the System’s Board of Trustees, through Resolution No. 16-216, authorized a construction contract with Oscar Renda Contracting, Inc., in the amount of $12,976,849.00 in connection with the project work; and

WHEREAS, the System will recover the appropriate compensation from the consultant, if applicable; and

WHEREAS, negotiations between the System and Oscar Renda Contracting, Inc.,
resulted in a cost of $174,402.70 for Change Order No. 4 for the additional project work; and

**WHEREAS**, additional System funds in an amount not to exceed $174,402.70 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. 16-216 by approving the expenditure of an additional amount not to exceed $174,402.70 payable to Oscar Renda Contracting, Inc., in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street Phase 1B Project, (ii) to expend an additional sum not to exceed $174,402.70 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. 4 in the amount of $174,402.70 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 $174,402.70 to Oscar Renda Contracting, Inc., for additional project work; now, therefore:

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

1. That Resolution No. 16-216 is hereby amended by authorizing additional funds in the amount not to exceed $174,402.70 payable to Oscar Renda Contracting, Inc., in connection with the C_5 Culebra - Castroville to Laredo and C_28 Zarzamora Creek - San Gabriel to NW 23rd Street Phase 1B Project.

2. That an additional sum not to exceed $174,402.70 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. 4 in the amount of $174,402.70 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 1B Project are hereby ratified.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay Oscar Renda Contracting, Inc., an additional amount not to exceed $174,402.70 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 1B 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. 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 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 2 IN CONNECTION WITH THE SAN ANTONIO RIVER OUTFALL – PROJECT 2A

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 2 in the decreased amount of $140,776.00 to be credited to the construction contract with Insituform Technologies, LLC, a local, non-SMWVB contractor, in connection with the San Antonio River Outfall – Project 2A and closes the contract.

- The San Antonio River Outfall – Project 2A with Insituform Technologies, LLC, in the amount of $2,572,870.00, was authorized by Resolution No. 16-260 on October 4, 2016. No funds were authorized for construction contingency.

- The San Antonio River Outfall – Project 2A consisted of rehabilitation of approximately 4,000 feet of 48-inch sewer pipe from a point near Southton Road running generally west into the Heritage Oaks neighborhood along Arkansas Oak and then north along Buescher Lane and Richie Otis Way before turning east and proceeding approximately 100 feet before ending at a point on Laura Lee Way within the McCreless Meadows neighborhood.

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

- Change Order No. 2 recapitulates the construction contract quantities in the decreased amount of $140,776.00 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 2016 Capital Improvement Program, Wastewater Core Business category, the San Antonio River Outfall – Project 2A under job number 14-4508.

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 (Resolution No. 16-260)</td>
<td>$2,572,870.00</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>$4,398.00</td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 2</td>
<td>$140,776.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$2,427,696.00</td>
</tr>
</tbody>
</table>

Balance Returned:
Total Remaining Balance Returned: $140,776.00

SUPPLEMENTARY COMMENTS:

Previous Change Order No. 1 and Recapitulation Change Order No. 2 reflect a 5.64 percent decrease to the original contract amount.

Gail Hamrick-Pigg, P.E.  
Director
Pipelines

Andrea L.H. Heymer, 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 RECAPITULATION CHANGE ORDER NO. 2 IN THE DECREASED AMOUNT OF $140,776.00 TO BE CREDITED TO THE CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC, IN CONNECTION WITH THE SAN ANTONIO RIVER OUTFALL – PROJECT 2A; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $140,776.00. FOR A TOTAL AMOUNT OF $140,776.00 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 2 AND CLOSE THE CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC; 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 San Antonio River Outfall – Project 2A as part of its Capital Improvement Program; and

WHEREAS, funds in the amount of $2,572,870.00 for the construction contract with Insituform Technologies, LLC, were authorized for the project by Resolution 16-260, adopted October 4, 2016; and

WHEREAS, funds in the amount of $140,776.00 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. 2 in the decreased amount of $140,776.00 in connection with the San Antonio River Outfall – Project 2A, (ii) to return the amount of $140,776.00 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. 2 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. 2 in the decreased amount of $140,776.00 in connection with the San Antonio River Outfall – Project 2A is hereby approved.

2. That the amount of $140,776.00 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. 2 to the construction contract between the System and Insituform Technologies, LLC, in connection with the San Antonio River Outfall – Project 2A 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 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President Engineering & Construction

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

SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 9 IN CONNECTION WITH PORT SAN ANTONIO AND LACKLAND AIR FORCE BASE WATER MAIN IMPROVEMENTS PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 9 in the decreased amount of $514,480.05 to be credited to the construction contract with Qro-Mex Construction Company, Inc., a non-local, SMWVB contractor, in connection with the Port San Antonio and Lackland Air Force Base (AFB) Water Main Improvement Project (the “Project”). It further returns the construction contingency funds in the amount of $275,000.00 for a total amount of $789,480.05 to the Project Fund and closes the contract.

• The Port San Antonio and Lackland AFB Water Main Improvement Project with Qro-Mex Construction Company, Inc. in the amount of $5,503,156.25 was authorized by Resolution 15-265 on October 27, 2015. Funds in the amount of $275,000.00 were authorized for the construction contingency.

• The Port San Antonio and Lackland AFB Water Main Improvement Project included replacing existing undersized water mains with new larger mains to provide redundancy, additional water capacity to the distribution system, and adequate fire flow capacity.

• The Project consists of the construction of approximately 175 feet of 6-inch water main, 197 feet of 8-inch water main, 78 feet of 10-inch water main, 9,830 feet of 12-inch water main, 4,890 feet of 16-inch water main, new pressure reducing valve (PRV) installation and existing PRV improvements throughout both the Port San Antonio and Lackland AFB facilities.

• All work on the Project has been completed and this final change order is necessary to reflect actual quantities.

• Change Orders 1 through 9 did not require Board approval.

• Change Order No. 9 recapitulates the construction contract quantities in the decreased amount of $514,480.05 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 2014 Capital Improvement Program, Water Delivery Core Business, Production Category, Port San Antonio and Lackland AFB Water Main Improvement Project under job number 11-7002.

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 (Resolution No. 15-265)</td>
<td>$5,503,156.25</td>
</tr>
<tr>
<td>Change Order Nos.1 through 8</td>
<td>0.00</td>
</tr>
<tr>
<td>Proposed Change Order No. 9</td>
<td>(514,480.05)</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>4,988,676.20</td>
</tr>
<tr>
<td><strong>Contingency:</strong></td>
<td></td>
</tr>
<tr>
<td>Original Contingency Amount (Resolution No. 15-265)</td>
<td>275,000.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 8</td>
<td>0.00</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>275,000.00</td>
</tr>
<tr>
<td><strong>Balance Returned:</strong></td>
<td></td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 9</td>
<td>(514,480.05)</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>275,000.00</td>
</tr>
<tr>
<td>Total Remaining Balance Returned</td>
<td>$789,480.05</td>
</tr>
</tbody>
</table>

Construction funds in the amount of $514,480.05 are being returned to the Project Fund. Construction contingency funds in the amount of $275,000.00 are also being returned to the Project fund for a total of $789,480.00

**SUPPLEMENTARY COMMENTS:**

Previous change orders and Recapitulation Change Order No. 9 reflect a 9.34 percent decrease to the original contract amount.

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction
Approval of Recapitulation Change Order No. 9
Port San Antonio and Lackland AFB Water Improvement Project

APPROVED:

[Signature]

Robert R. Puente
President/Chief Executive Officer

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

PORT SAN ANTONIO & LACKLAND AFB WATER MAIN IMPROVEMENTS PROJECT

LEGEND

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

PORT SAN ANTONIO & LACKLAND AFB WATER MAIN
IMPROVEMENT PROJECT

LEGEND

PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING RECAPITULATION CHANGE ORDER NO. 9 IN THE DECREASED AMOUNT OF $514,480.05 TO BE CREDITED TO THE CONSTRUCTION CONTRACT WITH QRO MEX CONSTRUCTION, INC., IN CONNECTION WITH PORT SAN ANTONIO AND LACKLAND AIR FORCE BASE WATER MAIN IMPROVEMENT PROJECT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $514,480.05 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $275,000.00 FOR A TOTAL AMOUNT OF $789,480.05 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 9 AND CLOSE THE CONTRACT WITH QRO MEX CONSTRUCTION, 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 Port San Antonio and Lackland Air Force Base (AFB) Water Main Improvement Project as part of its Capital Improvement Program; and

WHEREAS, funds in the amount of $5,503,156.25 for the construction contract with Qro-Mex Construction Company, Inc. and $275,000.00 for construction contingency expenses were authorized for the project by Resolution 15-265, adopted October 27, 2015; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 9 recapitulates the construction contract quantities in the decreased amount of $514,480.05, and it further returns the remaining construction contingency funds in the amount of $275,000.00 for a total amount of $789,480.05; and

WHEREAS, funds in the amount of $789,480.05 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. 9 in the decreased amount of $514,480.05 to the construction contract with Qro-Mex Construction Company, Inc., in connection with Port San Antonio and Lackland AFB Water Main Improvement Project, (ii) to return the amount of $514,480.05 and the construction contingency balance of $275,000.00 for a total returned amount of $789,480.05 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. 9 and close the contract with Qro-Mex Construction, Inc.; finding the resolution to have been considered pursuant to the laws governing open meetings; providing a severability clause; and establishing an effective date.
Officer or his duly appointed designee to execute Recapitulation Change Order No. 9 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. 9 in the decreased amount of $514,480.05 to the construction contract with Qro-Mex Construction Company, Inc., in connection with Port San Antonio and Lackland AFB Water Main Improvement Project is hereby approved.

2. That the amount of $514,480.05 and the construction contingency balance of $275,000.00 for a total amount of $789,480.05 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. 9 to the construction contract between the System and Qro-Mex Construction Company, Inc., in connection with Port San Antonio and Lackland AFB Water Main Improvement Project and to close the contract.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 7th day of November, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 12

TO: San Antonio Water System Board of Trustees

FROM: Michael L. Myers, P.E., Director, Plants and Major Projects, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 12 IN CONNECTION WITH THE NACO PUMP STATION IMPROVEMENTS PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 12 in the decreased amount of $140,000.00 to be credited to the construction contract with Archer Western Construction, LLC, a non-local, non-SMWB contractor, in connection with the Naco Pump Station Improvements Project (the “project”). It further returns the remaining construction contingency funds in the amount of $635,523.16 for a total amount of $775,523.16 to the Project Fund and closes the contract.

- On May 5, 2014, by Resolution No. 14-132, the San Antonio Water System (the “System”) Board of Trustees awarded a construction contract in the amount of $19,233,000.00 to Archer Western Construction, LLC and $960,000.00 for the construction contingency in connection with this project.

- The Naco Pump Station Improvements Project included the installation of a new 5.0 million-gallon concrete ground storage tank, new high service pumps for Pressure Zone 9, replacement of all electrical control equipment to be located in a new building, replacement of all existing low and medium voltage wiring, new Supervisory Control and Data Acquisition System controls, upgrade of existing fluoride equipment, replacement valves and piping, flow meters, fence replacement, paving, instrumentation, site security, lighting, and related appurtenances.

- In addition, due to the proximity of the station to residential and commercial areas, the chlorine gas feed system was replaced with a sodium hypochlorite disinfection system that is generated on-site.

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

- Change Order No. 12 recapitulates the construction contract quantities in the decreased amount of $140,000.00 to the Project Fund and closes the contract.
Approval of Recapitulation Change Order No. 12  
Naco Pump Station Improvements Project

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

This is a capital improvement expenditure that was included in the CY 2014 Capital Improvement Program, Wastewater Core Business category, Naco Pump Station Improvements Project under job number 12-6003.

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 (Resolution No. 14-132)</td>
<td>$19,233,000.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 11</td>
<td>324,476.84</td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 12</td>
<td>(140,000.00)</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>19,417,476.84</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contingency:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contingency Amount (Resolution No. 14-132)</td>
<td>960,000.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 11</td>
<td>(324,476.84)</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>635,523.16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Balance Returned:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Recapitulation Change Order No. 12</td>
<td>(140,000.00)</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>635,523.16</td>
</tr>
<tr>
<td>Total Remaining Balance Returned</td>
<td>$775,523.16</td>
</tr>
</tbody>
</table>

Construction funds in the amount of $140,000.00 are being returned to the Project Fund. Construction contingency funds in the amount of $635,523.16 are also being returned to the Project Fund for a total of $775,523.16.

**SUPPLEMENTARY COMMENTS:**

Previous change orders and Recapitulation Change Order No. 12 reflect a 0.96 percent increase to the original contract amount.

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction
Approval of Recapitulation Change Order No. 12
Naco Pump Station Improvements Project

APPROVED:

[Signature]
Robert R. Puente
President/Chief Executive Officer

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

NACO PUMP STATION IMPROVEMENTS PROJECT

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

NACO PUMP STATION IMPROVEMENTS PROJECT

LEGEND

PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING RECAPITULATION CHANGE ORDER NO. 12 IN THE DECREASED AMOUNT OF $140,000.00 TO BE CREDITED TO THE CONSTRUCTION CONTRACT WITH ARCHER WESTERN CONSTRUCTION, LLC, IN CONNECTION WITH THE NACO PUMP STATION IMPROVEMENTS PROJECT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $140,000.00 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $635,523.16 FOR A TOTAL AMOUNT OF $775,523.16 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $140,000.00 AND THE REMAINING CONSTRUCTION CONTRACT WITH ARCHER WESTERN CONSTRUCTION, LLC; 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 Naco Pump Station Improvements Project as part of its Capital Improvement Program; and

WHEREAS, on May 5, 2014, the Board by Resolution 14-132, authorized a construction contract with Archer Western Construction, LLC in the amount of $19,233,000.00 for the project work and $960,000.00 for the construction contingency in connection with this project; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 12 recapitulates the construction contract quantities in the decreased amount of $140,000.00, and it further returns the remaining construction contingency funds in the amount of $635,523.16 for a total amount of $775,523.16; and

WHEREAS, funds in the amount of $775,523.16 are to be returned to the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i)
approve Recapitulation Change Order No. 12 in the decreased amount of $140,000.00 to the construction contract with Archer Western Construction, LLC in connection with the Naco Pump Station Improvements Project, (ii) to return the amount of $140,000.00 and the construction contingency balance of $635,523.16 for a total returned amount of $775,523.16 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. 12 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. 12 in the decreased amount of $140,000.00 to the construction contract with Archer Western Construction, LLC in connection with the Naco Pump Station Improvements Project is hereby approved.

2. That the amount of $140,000.00 and the construction contingency balance of $635,523.16 for a total amount of $775,523.16 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. 12 to the construction contract between the System and Archer Western Construction, LLC in connection with the Naco Pump Station Improvements Project and to close the contract.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE DOS RIOS WATER RECYCLING CENTER CHLORINE SYSTEM IMPROVEMENTS PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Garver, LLC, a local, non-SMWVB firm, and authorizes funds in the amount not to exceed $651,589.00 in connection with the Dos Rios Water Recycling Center (WRC) Chlorine System Improvements Project (the “project”).

- The disinfection system at the Dos Rios WRC employs chlorine gas for the disinfection and sulfur dioxide gas for de-chlorination of the treated wastewater effluent.

- The disinfection facilities were rehabilitated in 2010. The work included enclosure of the chlorine and sulfur dioxide storage and feed rooms, installation of an emergency scrubber system, new scales, and upgrades to the heating, ventilation and air conditioning systems and the monitoring and alarm systems.

- Due to the corrosive nature of the environment, the facilities have been experiencing frequent process and safety issues and in need of improvements. The piping, valves, regulators and other appurtenances are deteriorated, and require frequent maintenance and repairs. The chlorinator and evaporator equipment and controllers are more than thirty years old, and in need of replacement with updated technology. The space in the sulfur dioxide evaporator room does not lend itself for ease of accessibility for operator maintenance. Lastly, leaks cannot be contained inside the building due to openings in the rolling tarp in the storage areas.

- The project scope includes the following:

  o Replacement of corroded chlorine and sulfur dioxide piping, valves, filters, regulators, and other outdated equipment and controls.

  o Expansion of the sulfur dioxide evaporator room or replacement of the existing evaporators with smaller evaporators to optimize space.
- Replacement of the rolling tarp in the storage areas.
- Replacement of existing analog scales with digital scales.
- Installation of a heating system in the sulfur dioxide storage area.
- Flow-pacing of the chlorine feed.
- Replacement of vent piping to allow for ease of troubleshooting and maintenance.
- Associated electrical, instrumentation and controls work.

- These improvements will ensure that the disinfection facilities are in compliance with the latest local, state and federal regulations.

- A Request for Qualifications was issued on June 26, 2017 for professional services for this project. Three interest statements were received. Garver, LLC, was selected through the Architect/Engineer Selection Process.

- Garver, LLC, will provide professional services for a negotiated not to exceed amount of $651,589.00. Services include design, bid and construction.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the 2015, 2016, and 2017 Capital Improvement Program, Wastewater Core Business, Treatment Category, Dos Rios WRC Chlorine System Improvements project. The total amount is $651,589.00 under job number 17-6508.

**SUPPLEMENTARY COMMENTS:**

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

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>CP&amp;Y, Inc.</td>
<td>Local/MBE–Asian</td>
</tr>
<tr>
<td>Garver, LLC*</td>
<td>Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm

Garver, LLC, proposed to use the following sub-consultants 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>S &amp; GE, LLC</td>
<td>24.40%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Gupta &amp; Associates, Inc.</td>
<td>15.40%</td>
<td>Local/MBE–Asian</td>
</tr>
<tr>
<td>The Rios Group</td>
<td>1.30%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Construct-Ability, LLC</td>
<td>2.30%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>2.20%</td>
<td>Local/WBE–Caucasian</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Dos Rios WRC Chlorine System Improvements Project</th>
<th>GARVER, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB ANALYSIS – BOARD AWARD</td>
<td></td>
</tr>
<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>15.40%</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>25.70%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>2.20%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>43.30%</td>
</tr>
</tbody>
</table>

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction

Robert R. Puente  
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF AND AWARDING A PROFESSIONAL SERVICES CONTRACT TO GARVER, LLC, IN AN AMOUNT NOT TO EXCEED $651,589.00 IN CONNECTION WITH THE DOS RIOS WATER RECYCLING CENTER CHLORINE SYSTEM IMPROVEMENTS PROJECT; APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $651,589.00 FROM THE SYSTEM’S PROJECT FUND FOR PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH GARVER, LLC, AND TO PAY GARVER, LLC, AN AMOUNT NOT TO EXCEED $651,589.00 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 disinfection system at the Dos Rios Water Recycling Center (WRC) employs chlorine gas for the disinfection and sulfur dioxide gas for de-chlorination of the treated wastewater effluent; and

WHEREAS, due to the corrosive nature of the environment, the facilities have been experiencing frequent process and safety issues and in need of improvements; and

WHEREAS, these improvements will ensure that the disinfection facilities are in compliance with the latest local, state and federal regulations; and

WHEREAS, Garver, LLC, a local, non-SMWVB firm, will provide engineering services for a not to exceed fee of $651,589.00; and

WHEREAS, the amount of $651,589.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to accept the proposal of Garver, LLC, for the project engineering work in connection with the Dos Rios WRC Chlorine System Improvements Project, (ii) to award a professional services contract to Garver, LLC, in an amount not to exceed $651,589.00, (iii) to authorize the expenditure of funds in an amount not to exceed $651,589.00, (iv) to make available funds in an amount not to exceed $651,589.00 from the System’s Project Fund for the project engineering work, and (v) to authorize
the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Garver, LLC, for the project engineering work, and further to pay an amount not to exceed $651,589.00 to Garver, LLC, for the project engineering work in connection with this project; now, therefore:

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

1. That the proposal of Garver, LLC, for the project engineering work in connection with the Dos Rios WRC Chlorine System Improvements Project is hereby accepted.

2. That a professional services contract is hereby awarded to Garver, LLC, in the amount of $651,589.00 for the project engineering work.

3. That the expenditure of funds in an amount not to exceed $651,589.00 for the project engineering work is hereby approved.

4. That an amount not to exceed $651,589.00 for the project engineering work is hereby made available, and is to be expended from the System's Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard professional services contract for architect/engineering services with Garver, LLC, and to pay an amount not to exceed $651,589.00 to Garver, LLC, 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 the public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

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

8. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 2 AND AUTHORIZATION FOR ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE PRODUCTION FACILITIES DESIGN ENGINEERING WORK ORDER CONTRACT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 2 and amends Resolution No. 15-221 by authorizing additional funds to an existing professional services contract with Arcadis U.S., Inc., a local, non-SMWVB firm, in the amount not to exceed $75,000.00 for engineering design services in connection with the Production Facilities Design Engineering Work Order Contract.

- On October 6, 2015, by Resolution No. 15-221, the San Antonio Water System’s (the “System”) Board of Trustees (the “Board”) authorized a professional services contract with Arcadis U.S., Inc., and provided funds in the amount of $500,000.00 for engineering services in connection with the Production Facilities Design Engineering Work Order Contract.

- On April 5, 2016, by Resolution No. 16-080, the Board authorized a contract amendment with Arcadis U.S., Inc., and provided additional funds in the amount of $500,000.00 for engineering services in connection with the Production Facilities Design Engineering Work Order Contract.

- Under this contract, Arcadis U.S., Inc., was assigned a design and construction services Work Order for the Water Production Facilities Disinfection System Upgrades Project. The work involved the conversion of gas choline to an on-site generation of sodium hypochlorite system at three primary pump stations. Each location required a building to house the equipment.

- After the construction of the three disinfection buildings, the System was notified of alleged construction deficiencies that required forensic inspections, reporting and design engineering services to verify that either the work was constructed as required per the design documents, or that building deficiencies existed.
The results of the inspections showed that certain areas of the exterior walls of the buildings were not constructed to design requirements and that these locations will need to be repaired.

Additional funds to review plans and for construction phase services will be required for the Arcadis U.S. Inc., contract. Since they are most familiar with the project, it is beneficial to continue to use them to provide engineering and construction phase services for this project.

Additional funding in the amount of $75,000.00 is available from the System’s Project Fund that can be added to the current contract with Arcadis U.S., Inc.

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 work is included in the CY 2017 Water Delivery Core Business, Production, Production Facilities Design Engineering Work Order Contract budget line item. The job number is 15-6002.

The revised authorization for this project is as follows:

| Original Contract Amount (Resolution No. 15-221) | Amount Authorized | $500,000.00 |
| Amendment No. 1 (Resolution No. 16-080) | 500,000.00 |
| Proposed Contract Amendment No. 2 | 75,000.00 |
| Revised Contract Amount | $1,075,000.00 |

As a result of Contract Amendment No. 1 and 2, the new contract amount is $1,075,000.00. This represents a 115 percent increase in the original amount.

**SUPPLEMENTARY COMMENTS:**

The Contractor has been notified of the performance claim as defective workmanship. As part of the negotiation between the Contractor and the System, the Contractor will be tasked to correct the defective workmanship and to also incur the cost of plan design review, and inspections by the System’s consultant on this matter.
Approval of Contract Amendment No.2 and Additional Funds for the Production Facilities Design Engineering Work Order Contract

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

Andrea L.H. Beymer, 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. 2 TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC., FOR ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR ADDITIONAL ENGINEERING SERVICES IN CONNECTION WITH THE PRODUCTION FACILITIES DESIGN ENGINEERING WORK ORDER CONTRACT; AMENDING RESOLUTION NO. 15-221, AS PREVIOUSLY AMENDED BY RESOLUTION NO. 16-080, BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $75,000.00 FROM THE SYSTEM’S PROJECT FUND IN CONNECTION WITH THE PROJECT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC., AND TO PAY AN ADDITIONAL AMOUNT NOT TO EXCEED $75,000.00 TO ARCADIS U.S., INC., FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on October 6, 2015, by Resolution No. 15-221, the San Antonio Water System’s (the “System”) Board of Trustees (the “Board”) authorized a professional services contract with Arcadis U.S., Inc., and provided funds in the amount of $500,000.00 for engineering services in connection with the Production Facilities Design Engineering Work Order Contract; and

WHEREAS, on April 5, 2016, by Resolution No. 16-080, the Board authorized a contract amendment with Arcadis U.S., Inc., and provided funds in the amount of $500,000.00 for engineering services in connection with the Production Facilities Design Engineering Work Order Contract; and

WHEREAS, under this contract, Arcadis U.S., Inc., was assigned a design and construction services Work Order for the Water Production Facilities Disinfection System Upgrades Project; and

WHEREAS, additional funds to review plans and for construction phase services will be required for the Arcadis U.S. Inc. contract; and
WHEREAS, since Arcadis U.S., Inc. are most familiar with the project, it is beneficial to continue to use them to provide the engineering and construction phase services for this project; and

WHEREAS, additional funding in the amount of $75,000.00 is available from the System’s Project Fund that can be added to the current contract with Arcadis U.S., Inc.; and

WHEREAS, the total additional funding in the amount of $75,000.00 is available from the System’s Project fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 2 to the existing professional services contract with Arcadis U.S., Inc., for additional funds in an amount not to exceed $75,000.00 in connection with the Production Facilities Design Engineering Work Order Contract, (ii) to amend Resolution No. 15-221, as previously amended by Resolution No. 16-080, by providing for additional expenditures of funds in an amount not to exceed $75,000.00 for the engineering services, (iii) to make available for the additional engineering services an amount not to exceed $75,000.00 from the System’s Project Fund, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the professional services contract with Arcadis U.S., Inc., for the project engineering work and to pay the additional amount not to exceed $75,000.00 to Arcadis U.S., Inc., for the additional engineering services; now, therefore:

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

1. That Contract Amendment No. 2 to the existing professional services contract with Arcadis U.S., Inc., for additional engineering services in an amount not to exceed $75,000.00 in connection with the Production Facilities Design Engineering Work Order Contract is hereby approved.

2. That Resolution No. 15-221, as previously amended by Resolution No. 16-080, is hereby amended for additional engineering services in connection with the Production Facilities Design Engineering Work Order Contract by an amount not to exceed $75,000.00.

3. That the amount of $75,000.00 is hereby made available and to be expended from the Project Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute an amendment to the professional services contract with Arcadis U.S., Inc., and to pay Arcadis U.S., Inc., in an amount not to exceed $75,000.00 to for the project engineering 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 this 7th day of November, 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 Andrea L.H. Beymer, 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 FLOYD CURL GREEN STREET PROJECT

Board Action Date: November 7, 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 $92,057.50 for the joint construction of water, sewer and recycled water facility adjustments in connection with the Floyd Curl Green Street Project.

- This project is a City Capital Improvement Program project included in the Medical Center Alliance and 2015-2020 Capital Improvements Program. The City proposes to construct sidewalk and drainage improvements in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $4,658,294.78.

- Due to the pedestrian and drainage improvements within the Floyd Curl Green Street Project, the existing water mains and surface features constructed from 1979 to 2010 require adjustment to avoid conflict with the City Improvements.

- The existing sewer mains and surface features within the project limits, constructed between 1970 and 2011, require adjustment to avoid conflict with the City Improvements.

- The existing recycled water mains within the project limits, constructed between 1997 and 2011, require adjustment to avoid conflict with the City Improvements.

- The water work will consist of relocation of approximately two fire hydrants, twelve valve adjustments and approximately 50 feet of split casing.

- The sewer work will consist of the reconstruction of two manholes and an adjustment of one manhole.

- The recycled water work will consist of the adjustment of approximately ten valves and apparatuses.

Staff recommends that the Board approve this resolution.
Reimbursement to the City of San Antonio  
Floyd Curl Green Street Project  

**FINANCIAL IMPACT:**  

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $44,850.00 for water work. The job number is 16-5028-000.

The sewer work is included in the Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $31,165.00 for sewer work. The job number is 16-5528-000.

The recycled water work is included in the Water Supply Core Business, Recycle Water Category, and Recycle Customer Lines budget line item. The amount is $16,042.50 for recycled water work. The job number is 17-8603-000.

**SUPPLEMENTARY COMMENTS:**  

The City received four bids for this project on August 29, 2017. The lowest qualified, responsive bidder for this project is J3 Company, LLC, a non-local, non-minority contractor. City Council approved the construction contract on November 9, 2017 and construction is expected to begin late January 2018. Time allowed for total construction is 365 calendar days.

---

**APPROVED:**

[Signatures]

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction

---

Robert R. Puente  
President/Chief Executive Officer

**Attachments:**

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $92,057.50 FOR THE ADJUSTMENT OF WATER, SEWER AND RECYCLED WATER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH FLOYD CURL GREEN STREET PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $92,057.50 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 TO THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $92,057.50 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, the City of San Antonio (the “City”) intends to construct the Floyd Curl Green Street Project as part of its Medical Center Alliance and 2015-2020 Capital Improvements Program; and

WHEREAS, the Floyd Curl Green Street Project will require the adjustment of certain water, sewer and recycled water facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from J3 Company, LLC, and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $92,057.50 are required for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $92,057.50 for the adjustment of water, sewer and recycled water facilities by the City of San Antonio in connection with the Floyd Curl Green Street Project, (ii) to approve and make available an amount not to exceed $92,057.50 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 $92,057.50 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 $92,057.50 for the adjustment of water, sewer and recycled water facilities by the City in connection with the Floyd Curl Green Street Project is hereby approved.

2. That a sum not to exceed $92,057.50 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City a total amount not to exceed $92,057.50 for the adjustment of water, sewer and recycled water facilities by the City in connection with the Floyd Curl Green Street Project.

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

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, 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 7th day of November, 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 Andrea L.H. Beymer, 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 LAMAR STREET RECONSTRUCTION FROM AUSTIN ST. TO N. NEW BRAUNFELS AVE. PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $1,860,375.66 for the joint construction of water and sewer facility replacements in connection with the Lamar Street Reconstruction from Austin St. to N. New Braunfels Ave. Project.

- This project is a Transportation and Capital Improvements project funded by the Community Development Block Grant and the 2017-2022 Bond Funds. The City proposes to construct street and drainage improvements in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $3,157,576.80.

- Due to the street and drainage improvements within the Lamar Street Project, the existing water mains constructed from 1973 to 1979 require replacement to meet current San Antonio Water System (the “System”) standards.

- The existing sewer mains within the project limits, constructed in 1903 and between 1920 and 1988, require replacement to meet current System standards.

- The water work will consist of the replacement of approximately 6,522 feet of 6-inch through 12-inch water mains.

- The sewer work will consist of the replacement of approximately 4,839 feet of 8-inch and 10-inch sewer mains.

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 $1,178,116.63 for water work. The job number is 15-5009-000.

The sewer work is included in the Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $682,259.03 for sewer work. The job number is 15-5509-000.

SUPPLEMENTARY COMMENTS:

The City received four bids for this project on July 18, 2017. The lowest qualified, responsive bidder for this project is San Antonio Constructors, Ltd., a local, non-minority contractor. City Council approved the construction contract on August 31, 2017 and construction started October 2017. Time allowed for total construction is 420 calendar days. The request for reimbursement is requested after City Council approved the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

LAMAR STREET RECONSTRUCTION
FROM AUSTIN ST. TO N. NEW BRAUNFELS AVE.

LEGEND

🌟 PROJECT SITE

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

LAMAR STREET RECONSTRUCTION
FROM AUSTIN ST. TO N. NEW BRAUNFELS AVE.

LEGEND

PROJECT LIMITS

San Antonio Water System
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES APPROVING THE EXPENDITURE OF FUNDS
IN THE AMOUNT OF $1,860,375.66 FOR THE
REPLACEMENT OF WATER AND SEWER FACILITIES
BY THE CITY OF SAN ANTONIO IN CONNECTION WITH
THE LAMAR STREET RECONSTRUCTION FROM
AUSTIN ST. TO N. NEW BRAUNFELS AVE. PROJECT;
APPROVING AN AMOUNT NOT TO EXCEED $1,860,375.66
BE MADE AVAILABLE AND EXPENDED FROM THE
SYSTEM'S PROJECT FUND FOR THE PROJECT WORK;
AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE
OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY
TO THE CITY OF SAN ANTONIO AN AMOUNT NOT TO
EXCEED $1,860,375.66 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

HEREAS, the City of San Antonio (the “City”) intends to construct the Lamar
Street Reconstruction from Austin St. to N. New Braunfels Ave. Project as part of its Community
Development Block Grant and 2017-2022 Bond Program; and

HEREAS, the City's Lamar Street Reconstruction from Austin St. to N. New
Braunfels Ave. Project will require the replacement of certain water and sewer facilities (the
“project work”) of the San Antonio Water System (the “System”); and

HEREAS, the City has received a bid for the project work from San Antonio
Constructors, Ltd., and this bidder has been determined to be the lowest responsible bidder; and

HEREAS, System funds in the amount of $1,860,375.66 are required for the
project work; and

HEREAS, the San Antonio Water System Board of Trustees desires (i) to
approve the expenditure of funds in the amount of $1,860,375.66 for the replacement of water and
sewer facilities by the City of San Antonio in connection with the Lamar Street Reconstruction
from Austin St. to N. New Braunfels Ave. Project, (ii) to approve and make available an amount
not to exceed $1,860,375.66 from the System’s Project Fund to reimburse the City of San Antonio
for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly
appointed designee to pay a total amount not to exceed $1,860,375.66 to the City of San Antonio
for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That the expenditure of funds in the amount of $1,860,375.66 for the replacement of water and sewer facilities by the City in connection with the Lamar Street Reconstruction from Austin St. to N. New Braunfels Ave. Project is hereby approved.

2. That a sum not to exceed $1,860,375.66 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City a total amount not to exceed $1,860,375.66 for the replacement of water and sewer facilities by the City in connection with the Lamar Street Reconstruction from Austin St. to N. New Braunfels Ave. Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF EXPENDITURE OF FUNDS IN CONNECTION WITH THE LIFT STATION 225 AND 267 ELIMINATION PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves the expenditure of funds in an amount not to exceed $130,400.00 to the City of San Antonio’s (the “City”) Tree Permit mitigation fund in connection with the Lift Station 225 and 267 Elimination Project.

- The project that is the subject of the attached resolution will, if approved, authorize work 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 lodged in the United States District Court for the Western District of Texas on July 23, 2013

- The Lift Station 225 and 267 Elimination Project consists of the elimination of Lift Station 225 (Valley Ridge) and Lift Station 267 (Carmona Hills) and the construction of 2.4 miles of 8-inch and 24-inch gravity sewer main along Medio Creek extending from Covel Road to old Pearsall Road.

- Board Resolution No. 14-163, approved June 17, 2014, awarded the Unspecified Installation of New Gravity Main Sewer and Lift Station Decommissioning Contract, to Austin Constructors LLC. The Lift Station 225 and 267 Elimination Project is a work order on that contract.

- On September 27, 2017, the City’s Development Services Planning Commission approved a variance to the Tree Permit for tree removal applied for by the System for the Lift Station 225 and 267 Elimination Project.

- In order for the Tree Permit to be implemented by the City Arborist, the tree removal mitigation fee needs to be paid.

- The Lift Station Elimination 225 and 267 Project is scheduled to be constructed from November 20, 2017, through September 5, 2018. An estimated $130,400.00 is needed for the tree removal mitigation fee component of the Tree Permit. The total funds needed for
the mitigation fee associated with the Lift Station 225 and 267 Elimination Project is $130,400.00.

- This resolution requests approval for the expenditure of funds in an amount not to exceed $130,400.00 in connection with the Lift Station 225 and 267 Elimination 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, job number 13-2505. This project is included in the Wastewater Core Business, Collection R&R-Sewer Budget line item. The total amount requested for Tree Permit tree removal mitigation Fee, for the Lift Station 225 and 267 Elimination Project, is $130,400.00.

**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

LEGEND

PROJECT LIMITS

LIFT STATION 225 & 267
ELIMINATION PROJECT
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $130,400.00 IN CONNECTION WITH THE LIFT STATION 225 AND 267 ELIMINATION PROJECT FROM THE SYSTEM PROJECT FUND FOR THE PURPOSE OF TREE MITIGATION; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $130,400.00; 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 San Antonio Water System ("System") is undertaking the Lift Station 225 and 267 Elimination Project as part of its Capital Improvement Program; and

WHEREAS, this project will eliminate two Lift Stations and construct 2.4 miles of 8-inch and 24-inch gravity sewer main; and

WHEREAS, in order to start construction of the Lift Station 225 and 267 Elimination Project, the tree removal mitigation fee associated with the City of San Antonio’s Tree Permit needs to be paid; and

WHEREAS, based on the trees that must be mitigated, a payment of $130,400.00 must be made to the tree mitigation fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure in an amount not to exceed $130,400.00 for the project work in connection with the Lift Station 225 and 267 Elimination Project, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to expend funds in an amount not to exceed $130,400.00 for the remaining project work in connection with the Lift Station 225 and 267 Elimination Project:

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

1. That the expenditure of funds in an amount not to exceed $130,400.00 in connection with the Lift Station 225 and 267 Elimination project is hereby approved.

2. That an amount not to exceed $130,400.00 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 expend an amount not to exceed $130,400.00 for the remaining project work in connection with the Lift Station 225 and 267 Elimination Project.

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

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, 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 7th day of November, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernest Arellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: REQUESTING THE SAN ANTONIO CITY COUNCIL TO DECLARE THE SAN ANTONIO WATER SYSTEM’S DIETRICH ELEVATED STORAGE TANK PROJECT A PUBLIC NECESSITY

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached Resolution requests the San Antonio City Council to declare the San Antonio Water System’s (SAWS) Dietrich Elevated Storage Tank Project (the “Project”) a public necessity to obtain for public use an approximately 2.298 acre tract of land required for the Project’s construction and operation, and authorizes the General Counsel and/or designated Special Counsel to file eminent domain proceedings, if necessary for the construction of an elevated water storage tank.

- The Project work, required by Texas Commission on Environmental Quality to meet capacity requirements for future growth, is located in the northeast part of San Antonio near WW White Road inside Loop 410.

- The Project requires the acquisition of an approximately 2.298 acre tract (the “Property”) located at 139 Springfield Road, San Antonio, Texas, 78219 at the intersection of Springfield Road and Dietrich Road for the construction of an elevated water storage tank for Pressure Zone 828.

- SAWS ordered an appraisal from Carl K. Eisenhauer, MAI and Lynn G. Eckmann, MAI, of Eckmann Groll, Inc., both State Certified Texas General Real Estate Appraisers, who expressed an opinion of fair market value of the Property of $225,300.00.

- The Property is owned by Terri L. Carter and is depicted and more particularly described in Attachments I and II to the attached resolution.
Declare a Public Necessity
Dietrich Elevated Storage Tank Project

- The Property is located near existing SAWS’ water infrastructure, City Public Service power facilities and has adequate drainage.
- SAWS intends to use every effort available to obtain the required Property through good faith negotiations, but may require eminent domain if the negotiations fail.
- The requested Ordinance will be presented to the San Antonio City Council as soon as possible.

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. Funding for the acquisition of the Property including any additional costs and legal fees are included in the Water Delivery Core Business, Production Growth, and Dietrich Elevated Storage Tank Land Acquisition budget line item. The job number is 16-6003.

Bruce A. Haby  
Manager, Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES DECLARING A PUBLIC NECESSITY FOR PUBLIC USE THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE CITY OF SAN ANTONIO (THE “CITY”) BEING APPROXIMATELY 2.298 ACRES LOCATED AT 139 SPRINGFIELD ROAD, SAN ANTONIO, TEXAS, 78219 (THE “PROPERTY”) IN THE NORTHEAST QUADRANT OF BEXAR COUNTY FOR THE CONSTRUCTION OF AN ELEVATED WATER STORAGE TANK FOR PRESSURE ZONE 828 (THE “PROJECT”), FOR THE PUBLIC USE OF THE EXPANSION AND OPERATION OF THE SYSTEM; REQUESTING THAT THE CITY COUNCIL OF THE CITY OF SAN ANTONIO (THE “CITY COUNCIL”) ADOPT AN ORDINANCE REAFFIRMING AND DECLARING THAT THE PROJECT IS FOR A PUBLIC USE AND A PUBLIC NECESSITY EXISTS FOR THE ACQUISITION OF THE PROPERTY BY NEGOTIATION AND/OR CONDEMNATION; 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 the necessity of the Project as part of its Capital Improvement Program; and

WHEREAS, the System has determined that acquisition of the Property is necessary for the Project, the location and description of the Property being more particularly set out in Attachments I and II attached hereto and incorporated herein for all purposes; and

WHEREAS, the System intends to use every effort available to obtain the required Property through good faith negotiations, but may require eminent domain if the negotiations fail; and

WHEREAS, the System finds that the acquisition of such Property for the Project is necessary for the public health, safety, welfare, and best interests of the citizens of the System’s service area; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) affirm and declare that the Project is for a public use and the acquisition of the Property is for public use and is a public necessity for the completion of the Project, (ii) direct the System staff to negotiate the acquisition of the Property, (iii) authorize and direct the institution and prosecution to conclusion of all necessary proceedings to condemn such Property, in the event that the System’s staff is unable to acquire the Property by negotiation, (iv) request that the City Council adopt an ordinance to (a) reaffirm and declare that the Project is for a public use and the acquisition of the Property is for public use and is a public necessity for the completion of the Project, (b) authorize the System to take all appropriate action to acquire the Property by negotiation and/or condemnation, (c) declare that the conveyance of such Property shall be to the City for the use and benefit of the System, and (d) authorize the System’s General Counsel and/or designated Special Counsel to file an eminent domain proceeding and prosecute such proceeding through final judgment and any appeals, if deemed necessary, and (v) provide and approve funding for the acquisition of the Property; now, therefore:

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

1. That the Project is hereby declared to be a necessary public project and a public necessity is hereby declared for the acquisition of the Property for public use by negotiation and/or condemnation, if necessary, for the Project.

2. That a public necessity hereby exists to acquire the Property by negotiation and/or condemnation, if necessary, to meet Texas Commission on Environmental Quality’s capacity requirements for future growth in Pressure Zone 828.

3. That the System’s staff is hereby directed to negotiate with the owner of the Property, to execute a sales agreement or other documents acquiring the Property from the owner of the Property and to finalize such acquisition on behalf of the City, for the use and benefit of the System.

4. That in the event the System’s staff is unable to acquire the Property by negotiation, the System’s General Counsel and/or designated Special Counsel, are hereby authorized and directed to institute and prosecute to conclusion all necessary proceedings to condemn the Property.

5. That the City Council of the City is hereby requested to (i) adopt an ordinance to reaffirm and declare that the Project is for a necessary public use and the acquisition of the Property is for a public use and is a public necessity for the completion of the Project, (ii) authorize the System to take all appropriate action to acquire the Property by negotiation and/or condemnation, (iii) declare that the conveyance of such Property shall be to the City for the use, benefit and control of the System, and (iv) authorize the System’s General Counsel and/or designated Special Counsel to file eminent domain proceedings and prosecute such proceedings through final judgment and any appeals, if deemed necessary.
6. That funding for the acquisition of the Property is found in the 2017 Capital Improvement Program, Water Delivery Core Business, Production Category. The job number is 16-6003.

7. 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.

8. 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.

9. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 7th day of November, 2017

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
I Property Aerial Depiction
II Property Description
ATTACHMENT II

Property Description

Being a 2.298 acre tract of land being Lot 8, Block 2, Rudolph Ullrich 89.13 acre tract subdivision, New City Block 10611, according to the plat thereof recorded in Volume 9617, Page 149 of the Deed and Plat Records of San Antonio, Bexar County, Texas.
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: REQUESTING THE SAN ANTONIO CITY COUNCIL TO DECLARE THE SAN ANTONIO WATER SYSTEM’S MARTINEZ CREEK PROJECT A PUBLIC NECESSITY  

Board Action Date: November 7, 2017  

SUMMARY AND RECOMMENDATION:  
The attached Resolution requests the San Antonio City Council to declare the San Antonio Water System’s (SAWS) Martinez Creek Project (the “Project”) a public necessity to obtain for public use the permanent and temporary sewer easements that are required for the Project’s construction and operation, and authorizes the General Counsel and/or designated Special Counsel to file eminent domain proceedings, if necessary.  

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

- This Project was identified in the Comprehensive Wastewater Master Plan developed by the SAWS Master Planning Division. The Project will replace and upsize sewer pipe which is in poor condition and requires additional capacity.  

- The Project will replace and upsize approximately two miles of existing 24-inch, 33-inch and 36-inch gravity sewer main. This project is located in the Central Sewershed along Martinez Creek from Perez Street to Huisache Avenue and is budgeted for construction in 2018.  

- The Project will require the acquisition of real property being approximately eight permanent sewer easements and seven temporary easements.  

- SAWS intends to use every effort available to obtain the required permanent and temporary easement land rights through good faith negotiations, but may require eminent domain if the negotiations fail.
Declare a Public Necessity  
Martinez Creek Project

- The general location, aerial depiction, and route of the Project is set out in Attachments I and II to the Resolution, attached hereto and incorporated herein for all purposes.

- The requested Ordinance will be presented to the San Antonio City Council as soon as possible.

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 2017 Capital Improvement Program, Wastewater Core Business, Main Replacement - Sewer Category. The job number is 15-4802.

Bruce A. Haby  
Manager, Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

APPROVED:

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


WHEREAS, the Project calls for the design and installation of new sewer main located in the northwest quadrant of Bexar County; and

WHEREAS, the System has determined that acquisition of the Easements is necessary for the Project, the general location, aerial depiction, and route of the Project being more particularly set out in Attachments I and II attached hereto and incorporated herein for all purposes; and

WHEREAS, the System intends to use every effort available to obtain the required Easements through good faith negotiations, but may require eminent domain if the negotiations fail; and
WHEREAS, the System finds that the acquisition of such Easements for the Project is necessary for the public health, safety, welfare, and best interests of the citizens of the System’s service area; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) affirm and declare that the Project is for a public use and the acquisition of the Easements is for public use and is a public necessity for the completion of the Project, (ii) direct the System staff to negotiate the acquisition of the Easements, (iii) authorize and direct the institution and prosecution to conclusion of all necessary proceedings to condemn such Easements, in the event that the System’s staff is unable to acquire one or more parcels of the Easements by negotiation, (iv) request that the City Council adopt an ordinance to (a) reaffirm and declare that the Project is for a public use and the acquisition of the Easements is for public use and is a public necessity for the completion of the Project, (b) authorize the System to take all appropriate action to acquire the Easements by negotiation and/or condemnation, (c) declare that the conveyance of such Easements shall be to the City for the use and benefit of the System, and (d) authorize the System’s General Counsel and/or designated Special Counsel to file eminent domain proceedings and prosecute such proceedings through final judgment and any appeals, as deemed necessary, and (v) provide and approve funding for the acquisition of the Easements; now, therefore:

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

1. That the Project is hereby declared to be a necessary public project and a public necessity is hereby declared for the acquisition of the Easements for public use by negotiation and/or condemnation, if necessary, for the Project.

2. That a public necessity hereby exists to acquire the Easements over, under and across certain privately owned real property, by negotiation and/or condemnation, if necessary, for the expansion of the public sanitary sewer system as part of the Project.

3. That the System’s staff is hereby directed to negotiate with the owner(s) of the respective parcels for the acquisition of the Easements, to execute easements and/or sales agreements or other documents acquiring the Easements from the owners of the Easements and to finalize such acquisitions on behalf of the City, for the use and benefit of the System.

4. That in the event the System’s staff is unable to acquire one or more parcels of the Easements by negotiation by reason of its inability to agree with the owners thereof as to the value of the Easements, or is unable to acquire the Easements for any other reason, the System’s General Counsel and/or designated Special Counsel, are hereby authorized and directed to institute and prosecute to conclusion all necessary proceedings to condemn such Easements.
5. That the City Council of the City is hereby requested to (i) adopt an ordinance to reaffirm and declare that the Project is for a necessary public use and the acquisition of the Easements is for a public use and is a public necessity for the completion of the Project, (ii) authorize the System to take all appropriate action to acquire the Easements by negotiation and/or condemnation, (iii) declare that the conveyance of such Easements shall be to the City for the use, benefit and control of the System, and (iv) authorize the System’s General Counsel and/or designated Special Counsel to file eminent domain proceedings and prosecute such proceedings through final judgment and any appeals, if deemed necessary.

6. That funding for the acquisition of the Easements is found in the 2017 Capital Improvement Program, Wastewater Core Business, Main Replacement - Sewer Category.

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

8. 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.

9. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 7th day of November, 2017.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
I  Project Aerial Depiction
II  Project Route Description
ATTACHMENT II

Route Description

This Project alignment is located along Martinez Creek beginning at Perez Street and then northward to Huisache Avenue.

PROJECT LOCATED IN: NCB 2185, 2175, 2150, 2120, 2149, 6609, 2023
TO: San Antonio Water System Board of Trustees

FROM: Jose L. Carreño, P.E., Senior Director, Construction, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF SERVICE CONTRACT FOR A STANDARDS MANAGEMENT SOLUTION SOFTWARE AS A SERVICE

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution accepts the proposal of and authorizes the execution of a service contract with ILI INFODISK, INC., dba SAI Global (SAI Global), a non-local, non-SMWVB company, for an amount of $56,488.00 for a period of one year with two optional one-year extensions in connection with Standards Management Solution Software as a Service.

- In order to keep staff updated on the most current design technical standards and informed on best practices for management, operation, and maintenance of the San Antonio Water System’s (the “System”) physical infrastructure, the System is in need of a Software as a Service (SaaS).

- The i2i Standard Management Platform with Click -2- View (i2i SMP) software will provide an integrated online solution to manage and deliver a library of standards, manuals of practice, codes, regulations and code books through a single protected portal for the main office and the four service centers.

- One proposal for this Contract was submitted in response to the System’s Request for Competitive Sealed Proposals,

- The System selected SAI Global based on SAI Global’s ability to fulfill the System’s requirements and the limited providers for this type of service.

- SAI Global is a third party provider for cloud based standards management SaaS.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The service will be paid from System funds budgeted in the 2017 budget and future budgets under the term of the Contract (Company: 1000, Accounting Unit: 5047000, Account: 501381, Total Amount: $56,488.00).
The Contract will include an option to extend the term of the Contract for two additional one-year terms following the initial term at the following prices: year two for $57,617.00 and year three for $58,770.00. Funds for subsequent years are pursuant to and contingent upon Board approval of the annual budget, with a line item for such expenditures.

SUPPLEMENTARY COMMENTS:

A Request for Proposal was issued on March 3, 2017, with a due date of March 31, 2017. The following proposal was received:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>ILI INFODISK, INC. dba SAI Global (SAI Global)*</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm

Jose L. Carreño, P.E  
Senior Director  
Construction  

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction  

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF AND AWARDING A SERVICE CONTRACT TO ILI INFODISK, INC., DBA SAI GLOBAL (SAI GLOBAL) IN THE AMOUNT NOT TO EXCEED $56,488.00 FOR THE PERIOD OF ONE YEAR WITH TWO OPTIONAL ONE-YEAR EXTENSIONS IN CONNECTION WITH THE STANDARDS MANAGEMENT SOLUTION SOFTWARE AS A SERVICE; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $56,488.00 FOR THE INITIAL ONE-YEAR TERM OF THE CONTRACT, AND SUBSEQUENT YEARS EXPENDITURES NOT TO EXCEED $57,617.00 FOR YEAR TWO AND $58,770.00 FOR YEAR THREE, PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE SUBSEQUENT YEARS’ BUDGETS WITH A LINE ITEM FOR SUCH EXPENDITURES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT AND ALL DOCUMENTS RELATED TO THE CONTRACT WITH SAI GLOBAL FOR THE SYSTEM’S STANDARDS MANAGEMENT SOLUTION SOFTWARE AS A SERVICE, AND TO PAY SAI GLOBAL AN AMOUNT NOT TO EXCEED $56,488.00 FOR THE INITIAL ONE-YEAR TERM OF THE CONTRACT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) currently holds no contract for a standards management solution software as a service; and

WHEREAS, in order to keep staff updated on the most current design technical standards and informed on best practices for management, operation, and maintenance of the System’s assets, the System is in need of a standards management solution software as a service; and

WHEREAS, the i2i SMP software will provide an integrated online solution to manage and deliver a library of standards, manuals of practice, codes, regulations and code books through a single protected portal for the main office and the four service centers; and

WHEREAS, one bid was submitted in response to the System’s Request for Proposal for Competitive Sealed Proposals for a standards management solution software as a service (the “Contract”), and the System selected SAI Global based on SAI Global’s ability to fulfill the System’s requirements and the limited providers for this type of service; and
WHEREAS, SAI Global is a third party provider for cloud based standards management software as a service; and

WHEREAS, funds in an amount not to exceed $56,488.00 are required for SAI Global’s standards management solutions software as a service during the initial one-year term of the Contract and the Contract will include an option to extend the term of the Contract for two additional one-year terms following the initial term at a not to exceed cost of $57,617.00 for year two and a cost of $58,770.00 for year three; and

WHEREAS, funds for subsequent years are pursuant to and contingent upon Board approval of the annual budget, with a line item for such expenditures; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the proposal of and award the Contract to ILI INFODISK, INC., dba SAI Global in the amount of $56,488.00 for one year with two optional one-year extensions in connection with the Standards Management Solution Software as a Service, (ii) to authorize expenditures in an amount not to exceed $56,488.00 for the initial one-year term of the Contract, and subsequent years expenditures, pursuant to and contingent upon Board approval of the subsequent years’ budgets with a line item for such expenditures, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to further negotiate and execute the Contract and all documents related to the Contract, and to pay an amount not to exceed $56,488.00 for the initial one-year term of the Contract to ILI INFODISK, INC., dba SAI Global for Standards Management Solutions Software as a Service; now, therefore:

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

1. That the proposal of ILI INFODISK, INC., dba SAI Global for the System’s Standards Management Solutions Software as a Service for the period of one year, with two optional one-year extensions, is hereby accepted.

2. That the Contract is hereby awarded to ILI INFODISK, INC., dba SAI Global for the System’s Standards Management Solutions Software as a Service.

3. That expenditures in an amount not to exceed $56,488.00 are hereby authorized for the initial one-year term of the Contract, and subsequent years’ expenditures, pursuant to and contingent upon Board approval of the subsequent years’ budgets with a line item for such expenditures.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Contract in substantially the form attached to this Resolution as Attachment I and all documents related to the Contract and to pay an amount not to exceed $56,488.00 for the initial one-year term of the Contract to ILI INFODISK, INC., dba SAI Global for Standards Management Solutions Software as a Service.
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 7th day of November, 2017.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________________
Ernesto Arrellano, Jr., Secretary

Attachment
1. Service Contract
# CONFIDENTIAL

## QUOTATION & SERVICE SUBSCRIPTION AGREEMENT

<table>
<thead>
<tr>
<th>Account Manager</th>
<th>Geoffrey Griffith</th>
<th>Email</th>
<th><a href="mailto:Geoffrey.griffith@saiglobal.com">Geoffrey.griffith@saiglobal.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Quotation</td>
<td>August 22(^{nd}) 2017</td>
<td>Telephone</td>
<td>551-497-6740</td>
</tr>
<tr>
<td>Quoted Prices Set Forth Below Valid Until Date</td>
<td>November 30(^{th}) 2017</td>
<td>Field Office</td>
<td>Paramus, NJ</td>
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</tbody>
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**Contact Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>San Antonio Water System (SAWS)</th>
<th>Contact Name</th>
<th>Esther Harrah, P.E.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 1</td>
<td></td>
<td>Phone</td>
<td>210-233-3457</td>
</tr>
<tr>
<td>Address 2</td>
<td>2800 US Highway 281 N</td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>San Antonio</td>
<td>Email Address</td>
<td><a href="mailto:Esther.Harrah@saws.org">Esther.Harrah@saws.org</a></td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
<td>Zip Code</td>
<td>78212</td>
</tr>
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**Order Details**

<table>
<thead>
<tr>
<th>Product</th>
<th>Access</th>
<th>Location or Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation No.: R-17-004-DHS</td>
<td>i2i Standards Management Platform with Click-2-View</td>
<td>Access for following 5 SAWS Site Locations: Office (1) Service Centers: Eastside (2) Dos Rios (3) Northeast (4) Medio Creek (5) Custom Collection of Standards: ASTM**, AWWA**, HI, ICC, NACE NEC (complete list below)</td>
<td>$56,488***</td>
</tr>
</tbody>
</table>

***This price is for the Initial Term (as defined in the Subscription Terms & Conditions). Subject to Section 10 ("Non-Affiliations") in the Supplemental Terms and pursuant to Section 4 of the Subscription Terms & Conditions ("Term"), Customer shall have the option to extend the Term for two additional one-year terms following the Initial Term at the following prices: yr.2 for $57,617 and yr.3 for $58,770.

**Supplemental Information**

- Each year invoiced separately as they occur
- Implementation and Training Included
- *ASTM Collection allows for unlimited cc users
- **ASTM and AWWA – Full Collections

---

1 Confidentiality is subject to the Texas Public Information Act.
Included Publishers and Documents (in each case, the most current versions, as required by Section 6 of the Subscription Terms & Conditions):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Collection</td>
<td>Full Collection*</td>
<td>HI 1.1 - 1.2</td>
<td>International Existing Building Code</td>
<td>NACE RP 03 75</td>
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<tr>
<td></td>
<td></td>
<td>HI 1.3</td>
<td>International Existing Building Code</td>
<td>NACE SP 01 00</td>
</tr>
<tr>
<td>*Includes Manuals</td>
<td></td>
<td>HI 1.4</td>
<td>International Mechanical Code</td>
<td>NACE SP 01 69</td>
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<tr>
<td></td>
<td></td>
<td>HI 12.1-12.6</td>
<td>International Plumbing Code</td>
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<td>NACE SP 05 72</td>
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<td></td>
<td></td>
<td>HI 9.6</td>
<td></td>
<td>NACE TM 04 97</td>
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</table>
SUBSCRIPTION TERMS & CONDITIONS

1. Definitions
The following definitions shall be deemed valid throughout the course of this document:
(a) “SAI Global” means ILI Infodisk, Inc. d/b/a SAI Global whose business resides at 210 Route 4 East, Paramus, NJ 07652 USA;
(b) “Customer” means the party who has ordered the database;
(c) “SAI Global database” means the specified SAI Global database, whether CD-ROM or via Internet;
(d) “Working Days” means all weekdays other than Saturdays, Sundays, Bank or statutory holidays;
(e) “Product” means the subscription to SAI Global database(s) to which the Customer has subscribed, including Click2View;
(f) “Documents” means any document, standard, specification, drawing, manual, direction, notice, order or other written pieces of work, in any format, provided by SAI Global or through its databases;
(g) “User” shall mean the party who is accessing the database.
(h) “Agreement” shall mean these Subscription Terms & Conditions.
(i) “Supplemental Terms” shall mean the Supplemental Terms & Conditions attached hereto as Exhibit A.

(k) “Publisher” means the Standards Development Organizations (SDO’s), thereof are included in the quote for Network Access (e.g., ASTM, AWWA and NEMA).

(l) “Water System” shall mean San Antonio Water System
(m) “Click2View” means the published documents included in the quote for Network Access.

2. Payment
Subject to Section 10 ("Non-Appropriations") of the Supplemental Terms, Customer shall be liable to SAI Global for the total price of the Product(s) and all costs, charges and expenses in respect of the supply of the Product as outlined in this Agreement. Payment of all invoices rendered by SAI Global shall be made by the Customer within thirty (30) days of the invoice being rendered.

3. Ownership
The Product shall at all times remain the title and property of SAI Global and the Customer shall not give, bargain, sell, align, transfer, lend, part with the possession of or otherwise deal with or dispose of or purport to do so the Product (including information or any other benefit or advantage derived from or the use of or rights in the Product) or the benefit or burden of this Agreement without the prior written consent of SAI Global.

All standards supplied under the Click2View shall at all times remain the title and property of the Publisher of the standards and the Customer shall not give, bargain, sell, assign, transfer, lend, part with the possession of or otherwise deal with or dispose of or purport to do so (including information or any other benefit or advantage derived from or the use of or rights in Click2View) or the benefit or burden of this Agreement.

4. Term & Termination.

a. Term. The agreement shall be for a year commencing on the day the Quotation & Service Product Agreement is signed by the Customer, unless otherwise agreed in writing (the “Initial Term”). Subject to Section 10 ("Non-Appropriation") of the Supplemental Terms, Customer may extend the agreement for up to two additional one-year terms immediately following the Initial Term (each a “Renewal Term” and collectively the “Renewal Terms”). The agreement shall automatically expire at the end of the then-existing Initial Term or Renewal Term, as the case may be, unless Customer has provided SAI Global with written notice of extension of the Agreement, in which case the agreement will remain in effect for such Renewal Term.

b. Termination for Cause. Water System may terminate this Agreement at any time for “Cause” in accordance with the procedures provided below. Termination by Water System of this Agreement for “Cause” shall mean termination upon (i) the material, breach by Vendor of its duties hereunder, and such material breach has not been cured within thirty (30) days after written notice thereof given by Water System to Vendor detailing the basis of such Breach, (ii) the engaging by Vendor in willful or fraudulent conduct that is injurious to Water System, monetarily or substantively otherwise. Notice shall be deemed given as provided or outlined or designated in the final contract. Upon such termination for cause, the Vendor shall not be entitled to any further compensation under this Agreement for Services to be rendered subsequent to the termination date or unperformed due to such breach.

In the event termination for cause is not proper under this Section, the termination shall be deemed to constitute a termination for convenience as set forth below.
c. **Other Termination.** The Water System may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the Vendor. Upon termination of this Agreement, the Vendor will be entitled only to the compensation and expenses that have been earned for services rendered in accordance with this Agreement through the date of such termination. No termination of this Agreement shall impair or defeat those obligations set forth elsewhere in this Agreement that require either party to do or refrain from doing any specified act or acts after termination of this Agreement, or to perform any obligation which by its terms or normal meaning survives termination of this Agreement.

d. **Termination between Publisher and SAI Global.** Should cancellation be due the termination of agreement between the Publisher and SAI Global and SAI Global shall continue to provide content until the end of the then current performance year.

5. **Product Price and Network Fee**

(a) The Product price will depend upon the number of standards covered by the Product, the total number of employees with access to the subscriber’s network, the number of sites at which access to Click2View is required and the number of concurrent users requiring access to the Product. If the subscriber wishes to change any of these parameters during the course of Term, and the price is less than the price in force at the beginning of the then existing Term, then the new price will take effect only at the renewal of the next Renewal Term. No refund will be made.

6. **Supply**

The Product will be updated from time to time and any updated standards in the Product will be supplied to the Customer. The Customer will receive an email each month detailing any standards in their Product which have been cancelled, superseded or have a new version. New versions and superseding standards in the Product will automatically be available to the Customer. Cancelled and superseded standards on the Product will not be available to the Customer unless the Customer confirms in writing that they are to be included and any extra fee is paid for their inclusion. SAI Global shall not be liable in respect of any failure to meet a specified delivery date due to circumstances outside the reasonable control of SAI Global. It is the responsibility of the Customer to notify SAI Global of non-receipt of the Product or any documents with the Product.

7. **Copyright**

The copyright and title to the standards contained in Click2View remains with the publisher of the Standard. Copyright and Title to all other material and software whether written or electronically coded or prepared by SAI Global is and remains with SAI Global.

8. **Covenants of the Customer**

The Customer covenants:

(a) Not to grant access to any subsidiaries, divisions or business units, without first having paid the applicable Product fees. This restriction includes subsidiaries, divisions and business units purchased after the effective date of the original subscription agreement.

(b) Not to copy (with the exception of the rights detailed in 9 below), transfer, transmit, sell, license, lease, give, download, modify, publish, assign or otherwise reproduce, disclose or make available to others or create derivative works from the Product, or any document contained in the Product, or any portion thereof, without the express written permission of the publisher for those documents contained within the Product.

(c) Not to use Click2View to combine with any other information with the object of offering it on line or in any manner to third parties.

(d) Not to access Click2View data from any terminal or location which has not been included in the number of network users or sites given to SAI Global by the Customer in order to determine the price of the Product.

9. **Use of Documents**

(a) Each User may view and print a single copy of a document contained in the Product for reference purposes only and only for internal purposes within the site on which such copies are made.

(b) Where the Customer has a specification or tender requirement to reproduce a document or portions of a document as part of its documentation for external submission in response to a tender or desires to include a document or portions of a document as part of a presentation and/or report for external submission, the necessary pages of the document, including the whole document if required, may be reproduced and submitted provided a copyright notice is included. The Customer shall notify SAI Global of any such use. For internal and archival purposes only, a paper copy may be attached to the Customer's documentation and shall be considered a permanent part of that documentation.

(c) Under no circumstances is the Customer permitted to reproduce all or part of any document for external use or for use in any other site or group of sites, except as set forth in (b) above.

(d) The Customer may not remove any proprietary markings or electronic watermarks, including any copyrights and trademarks.
(e) The Customer may copy a maximum of 25% of the content of a document within the Product and paste it to another document for internal use. The copied content in the new document must contain a copyright notice "Copyright [name of publisher] Date where date is the date of copyrighted material. Such content is licensed for use only for the duration of the relevant Product.

10. Indemnity

To the extent permitted by applicable law, and without creating a sinking fund, the Customer shall be liable for and shall indemnify SAI Global against all or any of the following:

(a) Any loss to the extent caused by the Customer’s failure to perform its obligations in relation to this Agreement; and
(b) Any claims of third parties to the extent arising out of the use of the Product or Click2View by the Customer;

11. Warranties

a. SAI Global represents and warrants that there are no known intellectual property infringement claims existing in relation to the Product and that nothing in such Product, nor the Customer’s or User’s use of such Product, will infringe or constitute a misappropriation of the intellectual property rights of a third party. For breach of any of these warranties, the Customer shall have the right to terminate this Agreement for cause.

b. Except as set forth in 11(a), all warranties, conditions, representations and other terms whether express or implied relating to the suitability or the fitness of the Product or Click2View for any particular purpose, or their accuracy or completeness, whether arising by reason of statute, common law or otherwise are hereby expressly excluded to the fullest extent permitted by law.

12. Liabilities

To the extent permitted by applicable law:

(a) Nothing in this Agreement affects SAI Global’s liability for personal injury and death arising out of SAI Global’s negligence and the Customer undertakes that it will not without SAI Global’s prior written consent settle or compromise any such claim by a third party.

(b) Except for SAI Global’s indemnity obligations to Customer (set forth in the Supplemental Terms) or SAI Global’s gross negligence or willful misconduct, neither party shall be liable to the other party for or in respect of any consequential loss to the Customer for or arising out of any breach of this Agreement or any negligence in connection with the supply of Click2View hereunder. “Consequential Loss” shall include loss of profits, interest, tax, goodwill or other loss, any payment made or due to any third party, economic loss, any failure on the part of Click2View to perform any particular function, and any loss or damage caused by the delay of the supply of Click2View under this Agreement.

(c) Except for SAI Global’s indemnity obligations to Customer or SAI Global’s gross negligence or willful misconduct, (i) the liability of whatsoever nature of each party arising out of any connection with this Agreement shall be conclusively waived by the other party if written particulars of any claim made by the Customer giving rise to the liability setting out full details of the specific matters in respect of which such claim is made is not received by SAI Global within (6) months after the date of the claiming party becoming aware of the possibility of such a claim, and (ii) the liability of neither party shall exceed in total the annual Product price paid by the Customer under this agreement.

13. Force Majeure

The parties shall not be responsible for any failure to perform or delay in performance in whole or in part or for any loss, damage, injury or delay wholly or partly caused whether directly or indirectly due unforeseen circumstances or circumstances beyond their control or which they could not have taken reasonable steps as shall be appropriate in the circumstances to avoid including but not limited to natural disasters, war, riot, embargoes, acts of civil or military authority, acts of terrorism, fire, flood, accidents, strikes and shortages of transportation facilities, fuel, labor or materials.

14. Effects of Termination

Upon termination of this Agreement for any reason:

(a) The Customer shall immediately delete any Click2View standards in their possession and cease using any data supplied under their Product.
(b) The terms of this Agreement which protect the proprietary rights of SAI Global shall continue in force.

15. Non Assignment

This Agreement and the License contained herein shall not be assigned by the Customer without the prior written consent of SAI Global which shall not to be unreasonably withheld.
16. Entire Agreement and Order of Precedence

The parties agree that this Agreement, along with the Supplemental Terms, supersede all previous communications whether oral or written between the parties and constitutes the entire terms between the parties for the supply of SAI Global databases. To the extent of any inconsistency or conflict between the provisions of this Agreement and the Supplemental Terms, the Supplemental Terms shall prevail over this Agreement.

17. Waiver

No waiver by SAI Global of any breach of any of the terms of this Agreement by the Customer shall be considered a waiver of any preceding or subsequent breach of the same or any other provision.

18. Illegality and Unenforceability

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall be enforceable.

19. Notices

All notices which either party hereto may or as required to give or to serve upon the other party shall be sent by first class recorded delivery prepaid at the address specified in this Agreement and the Post Office certificate of delivery thereof shall be proof of receipt of service.

20. Law

This Agreement has been entered in, and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflict of choice of law. Any suit arising hereunder shall be brought in the State or Federal courts located within Bexar County, Texas.

21. Headings etc.

Words contained in this Agreement importing the feminine meaning shall where the context so admit include the singular meaning and vice versa, and headings used in this Agreement are for reference only and do not form part of this Agreement.

ILI INFODISK, INC. DBA SAI GLOBAL
By: ________________________________
Name: Geoffrey Griffith
Title: Business Development Executive
Date: 10/4/2017

SAN ANTONIO WATER SYSTEM
By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
These Supplemental Terms and Conditions (the “Supplemental Terms”) are entered into [same date as Agreement], 2017 (“Supplemental Terms Effective Date”) by and between ILI Infodisk, Inc., dba SAI Global (“Vendor”) and the San Antonio Water System, municipally-owned utility of the City of San Antonio in the State of Texas (“SAWS”), and are incorporated into and made a part of the parties’ Master Services Agreement dated [same date as these Supplemental Terms] (“Agreement”). All capitalized terms used and not expressly defined in these Special Terms will have the meanings given to them in the Agreement. Pursuant to Section 11 herein, these provisions of these Supplemental Terms shall prevail over those in the Agreement in the event of conflict or inconsistency among them.

1. Nondisclosure. The Water System has a proprietary interest in this Agreement and in the services provided by Vendor. Accordingly, this Agreement, the services, and any information obtained by Vendor through Water System in connection with the performance of the services shall not be disclosed by Vendor to any third party. In the event Vendor is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Vendor in the performance of this Agreement, Vendor shall provide written notice to Water System of the request along with a copy of the request, and give Water System the opportunity to respond to the request prior to its release by Vendor. In no event shall Vendor or any of its subcontractors provide or participate in any public presentations or prepare or present any papers for public dissemination concerning the Project, or with information obtained in connection with the Project, without receiving the prior written approval from the Water System, which approval may be withheld in the sole and absolute discretion of the Water System.

2. Compliance with Law. In performing this Agreement, both parties agree to comply with applicable laws and regulations, and to secure, pay for and comply with all permits, governmental fees, licenses, inspections, bonds, security or deposits necessary for proper execution and completion of the Services. Both parties agree to not make or permit to be made any improper payments, or to perform any unlawful acts in performance of this Agreement.

3. Insurance. Vendor shall maintain and keep in force for the duration of this Agreement such insurance as set forth in Attachment 1 to these Supplemental Terms, which is attached hereto and incorporated herein for all purposes as if fully set forth herein. Approval of insurance by the Water System shall not relieve or decrease the liability of the Vendor hereunder and shall not be construed to be a limitation of liability on the part of the Vendor. Vendor shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. All endorsements naming the Water System and the City of San Antonio (the “City”) as additional insureds, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall indicate: San Antonio Water System, Contract Administration Division, 2800 US Hwy 281 North, San Antonio, Texas 78212.

4. Right To Audit. Vendor agrees to maintain appropriate accounting records related to the Project for a period of three years after final payment for completed work has been made and all other pending matters concerning the Agreement have been closed. Vendor agrees that the Water System, or its authorized representative subject to a confidentiality obligation, and upon thirty (30) days advance written notice, shall have access during normal business hours to any and all books, documents, papers, and records of the Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits and examinations.

5. Equal Employment Opportunity/Minority Business Enterprise. The Vendor 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 belief or affiliation. Specifically, the Vendor 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 Vendor, upon written notification by the Water System, will commence compliance procedures within thirty (30) days.
6. Indemnification.
   a. General Indemnification. Vendor covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, SAWS and the board members, employees, officers, directors, volunteers and representatives of SAWS, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits resulting from a claim of regarding personal or bodily injury, death and property damage, made upon SAWS to the extent directly or indirectly arising out of, resulting from or directly related to Vendor’s activities under performance of the Agreement, including any acts or omissions of Vendor, its officers, directors, employees, vendor or subcontractor of Vendor, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall apply to any liability resulting from the negligence of SAWS, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT VENDOR AND SAWS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE SAWS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

b. IP Indemnification. Vendor shall defend, at its own expense, SAWS and the board members, employees, officers, directors, volunteers and representatives of SAWS, individually and collectively (each an “Indemnitee” and collectively the “Indemnitees”), against any claim, suit or action brought by a third party and based upon an allegation that Product infringes any intellectual property rights of such third party (each, an “IP Infringement Claim”), and Vendor shall indemnify and hold the Indemnitees harmless from and against those losses, liability, costs, and expenses (including reasonable attorneys’ fees and costs) that are attributable to such IP Infringement Claim or those costs and damages agreed to in a monetary settlement of such IP Infringement Claim. In the event that the use of such software is enjoined, Vendor shall, at its option and at its own expense either (a) procure for the Customer the right to continue using the software, (b) replace the software with a non-infringing but functionally equivalent product, or (c) modify the software so that it becomes non-infringing. IN THE EVENT VENDOR AND SAWS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE SAWS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

c. The provisions of Section 6 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall advise SAWS in writing within six (6) business days of any claim or demand against SAWS on Vendor related to or arising out of Vendor’s activities under this Agreement, and shall see to the investigation and defense of such claim or demand at Vendor’s cost. SAWS shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.

7. Interest in Water System Agreements Prohibited. No officer or employee of the City shall have a financial interest, direct or indirect, in any Agreement with the Water System, or shall be financially interested, directly or indirectly, in the sale to the Water System of any land, materials, supplies or service, except on behalf of the City or Water System as an officer or employee. Any violation of this Section, with the knowledge, expressed or implied, of Vendor contracting with Water System shall render this Agreement voidable by the Board of Trustees or the President/Chief Executive Officer of the Water System.

To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-887-1918.

8. Gift Policy. Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources. A copy of Water System’s Policy 2-17 “Procedures for Gift and Meal Policy” is available upon request.
9. **Tax Matters.** Vendor shall be solely responsible for payment of all taxes related to Vendor's provision of the services. A tax-exempt certificate is available upon request for the purchase of materials and goods only with regards to the contracted services of this Agreement.

10. **Non-Appropriation.** Vendor agrees that SAWS has projected costs for this Agreement and SAWS expects to pay all obligations of this Agreement from projected revenues of SAWS. All obligations of SAWS are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that SAWS should fail to appropriate funds to pay any of SAWS's obligations under the terms of this Agreement, then the SAWS's obligations under this Agreement shall terminate, and the SAWS's sole option and remedy shall be to terminate this Agreement by written notice to SAWS, and neither SAWS nor the Vendor shall have any further duties or obligations hereunder, except those which expressly survive. SAWS agrees to use good faith efforts to provide written notice to Vendor when funds have been appropriated for expenditure under this Agreement, and if expected funds are requested and not appropriated, SAWS agrees to use good faith efforts to provide written notice to the Vendor of the non-appropriation.

11. **Order of Precedence.** To the extent of any inconsistency or conflict between the provisions of these Supplemental Terms and the Agreement, these Supplemental Terms shall prevail over the terms of the Agreement.
ATTACHMENT 1 TO SUPPLEMENTAL TERMS

INSURANCE

SAI Global will maintain at its expense the following insurance during the term of this Agreement:

a. Workers' Compensation in the statutory limits required by the state of SAI Global's domicile (including other states endorsement) and Employers Liability with limits of $1,000,000 bodily injury by accident, each accident; $1,000,000 bodily injury by disease, policy limit; and $1,000,000 bodily injury by disease, each employee;
b. Commercial General Liability with limits of $2,000,000 per occurrence (to include contractual liability) and $2,000,000 in the aggregate;
c. Automobile Liability - $1,000,000 combined single limit;
d. Excess liability insurance with limits of $3,000,000 per occurrence and $3,000,000 in the aggregate;
e. Professional Liability (errors & omissions) - $2,000,000 per claim and in the aggregate; and
f. Cyber Insurance - $1,000,000 per claim and in the aggregate.
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves the 2018 Joint Funding Agreement between the San Antonio Water System (SAWS) and the United States Geological Survey (USGS) for monitoring and studying groundwater water quality, surface/recharge water quality, and hydrogeologic studies of the Edwards Aquifer and SAWS water resource projects for the period of January 1, 2018 to December 31, 2018. It also authorizes the President/Chief Executive Officer or his duly appointed designee to execute the agreement for an amount not to exceed $482,348.00.

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

- The 2018 Joint Funding Agreement will be structured to cover the 12-month period covering January 1, 2018 to December 31, 2018.

- The proposed 2018 Work Program addresses several Water Quality activities that include continuation of analysis of the geology of the Edwards Aquifer, and an assessment of the quality of stormwater runoff (Attachment).

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

- The Continuous Water Quality Monitor study assesses stream quality below the entire San Antonio urban area for pH, temperature, dissolved oxygen and conductivity on a continuous, real-time basis at the San Antonio River near Elmendorf and is also part of the State Real-Time Program.

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

The item/services will be paid from System funds budgeted in the 2018 budget (Company: 1000, Accounting Unit: 5004700, Account: 511312, Total 2018 amount: $482,348.00).

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SAWS O&amp;M BUDGET</th>
<th>USGS FUNDS</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$482,348.00</td>
<td>$79,623.00</td>
<td>$561,971.00</td>
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</tbody>
</table>

SUPPLEMENTARY COMMENTS:

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

Scott R. Halty, Director
Resource Protection and Compliance

Steven M. Clouse, Senior Vice President
Chief Operating Officer

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

1 Edwards Aquifer Recharge Zone Water Quality Monitoring Program

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

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

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

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

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

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

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

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

4. Provide baseline measurements for future models.

<table>
<thead>
<tr>
<th></th>
<th>SAWS</th>
<th>USGS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$ 437,969</td>
<td>$ 74,048</td>
<td>$ 512,017</td>
</tr>
</tbody>
</table>
2 Continuous Streamflow and Water-Quality Data Collection

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

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

Monitoring:
08181800: San Antonio River near Elmendorf, TX

5-parameter QW Monitor Station

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

<table>
<thead>
<tr>
<th>SAWS</th>
<th>USGS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$ 44,379</td>
<td>$ 5,575</td>
</tr>
</tbody>
</table>

PROJECT SUMMARY

<table>
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<tr>
<th>No.</th>
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<th>SAWS</th>
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<tbody>
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<td>$ 74,048</td>
<td>$ 512,017</td>
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<tr>
<td>2</td>
<td>Continuous Streamflow and Water Quality Data Collection</td>
<td>$ 44,379</td>
<td>$ 5,575</td>
<td>$ 49,954</td>
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</table>

TOTAL $ 482,348 $ 79,623 $ 561,971
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE UNITED STATES GEOLOGICAL SURVEY FOR MONITORING AND STUDYING GROUNDWATER, SURFACE/RECHARGE WATER QUALITY, AND HYDROGEOLOGIC STUDIES OF THE EDWARDS AQUIFER AND SAN ANTONIO WATER SYSTEM WATER RESOURCE PROJECTS FOR THE PERIOD OF JANUARY 1, 2018 TO DECEMBER 31, 2018 IN AN AMOUNT NOT TO EXCEED $482,348.00; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2018 FROM THE SYSTEM FUND TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THE JOINT FUNDING AGREEMENT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY AND TO PAY THE UNITED STATES GEOLOGICAL SURVEY AN AMOUNT NOT TO EXCEED $482,348.00 PURSUANT TO THE JOINT FUNDING AGREEMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) and the United States Geological Survey (the “USGS”) have entered into cooperative research and monitoring programs for over a decade; and

WHEREAS, the Joint Funding Agreement developed for the period covering January 1, 2018 to December 31, 2018 includes data collection, monitoring, and research on the Edwards Aquifer Recharge, Transition and Contributing Zones, and

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

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

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve a Joint Funding Agreement between the System and the USGS for the period of January
1, 2018 to December 31, 2018, in an amount not to exceed $482,348.00, (ii) to authorize the expenditure of funds for Fiscal Year 2018 from the System Fund to pay for obligations incurred pursuant to the Joint Funding Agreement, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Joint Funding Agreement with the USGS, and to pay the USGS an amount not to exceed $482,348.00 pursuant to the Joint Funding Agreement; now, therefore:

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

1. That the Joint Funding Agreement between the System and the USGS covering the period from January 1, 2018 to December 31, 2018 in an amount not to exceed $482,348.00, in substantially the form attached hereto as Attachment I is hereby approved.

2. That expenditures for Fiscal Year 2018 are hereby available and is hereby authorized to be expended from the System Fund to pay for obligations incurred pursuant to the Board’s approval of the Fiscal Year 2018 budget with a line item for such expenditures pursuant to the Joint Funding Agreement.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Joint Funding Agreement between the System and the USGS and to pay the USGS an amount not to exceed $482,348.00 pursuant to the Joint Funding Agreement.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 7th day of November, 2017.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary

Attachment I:
1. SAWS/USGS Joint Funding Agreement
THIS AGREEMENT is entered into as of the January 1, 2018, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the San Antonio Water System party of the second part.

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

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

(a) $79,623 by the party of the first part during the period January 1, 2018 to December 31, 2018
(b) $462,348 by the party of the second part during the period January 1, 2018 to December 31, 2018
(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

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

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

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

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

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

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

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

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).
Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18CMTX0380000000
Customer#: 6000000608
Project #: SJ009ME
TIN #: 74-2632530
USGS DUNS #: 128821266

USGS Technical Point of Contact
Name: Douglas Schnoebelen
Supervisory Hydrologist (STPO Chief)
Address: 5563 DeZavala Road Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9282
Fax: (210) 691-9270
Email: dschnoebelen@usgs.gov

Customer Technical Point of Contact
Name: Kirk Nixon
Manager
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San Antonio, TX 78212
Telephone: (210) 233-3523
Fax: (210) 233-4778
Email: knixon@saws.org

USGS Billing Point of Contact
Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kbecher@usgs.gov

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

U.S. Geological Survey
United States
Department of the Interior

Signature
By: [Signature]
Name: Timothy H. Raines
Title: Acting Director
Date: Sept 5, 2017

Signatures
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves a Joint Funding Agreement between the San Antonio Water System (SAWS) and the United States Geological Survey (USGS) for a water budget study on the surface water and groundwater system of the Medina Lake and River. The study will monitor both upstream and downstream of the lake for the period ending on December 31, 2018. It also authorizes the President/Chief Executive Officer or his duly appointed designee to execute the agreement for an amount not to exceed $80,500.00.

SAWS has worked for many years with the USGS on collaborative data collection efforts on various projects. The proposed water budget study will be a multi-year monitoring initiative designed to better quantify the various flowpath components within the Medina surface water and groundwater system. The length of the study will be determined by whether or not the Medina system exhibits lake levels that weren’t captured in previous studies. Filling in these data gaps will help USGS determine the full range of recharge potential within the Medina system. This important work will benefit countless neighboring communities, and lay the foundation for potential compensation from the Edwards Aquifer Authority (EAA), based on the amount of Edwards Aquifer recharge that the study might verify, perfected through the use of SAWS 19,974 acre-feet per year of Medina Lake rights currently contracted for through Bexar-Medina-Atascosa Water Control and Improvement District #1.

USGS will carefully measure inputs and outputs from the Medina surface water and groundwater system. The work includes operating and maintaining four new gaging stations (three streamflow and one lake elevation), as well as one evapotranspiration station. When sufficient data has been collected over a wide range of hydrologic conditions, the new data will be incorporated into the new regression equation for estimating recharge, and published in a USGS report. The cost for operations & maintenance in CY2018 is $80,500.00.

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

The items/services will be paid from System funds budgeted in 2018 budgets (Company: 1000, Accounting Unit: 5006000, Account: 511312, Total 2018 amount: $80,500.00).

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SAWS O&amp;M BUDGET</th>
<th>USGS FUNDS</th>
<th>TOTALS</th>
</tr>
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<tr>
<td>2018</td>
<td>$80,500.00</td>
<td>$0.00</td>
<td>$80,500.00</td>
</tr>
</tbody>
</table>

Darren Thompson, Director
Water Resources

Donovan Burton, Vice President
Water Resources and Governmental Relations

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE UNITED STATES GEOLOGICAL SURVEY FOR MEASURING INPUTS AND OUTPUTS OF THE MEDINA SURFACE WATER AND GROUNDWATER SYSTEM FOR THE PERIOD ENDING ON DECEMBER 31, 2018 IN AN AMOUNT NOT TO EXCEED $80,500.00; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2018 FROM THE SYSTEM FUND TO PAY FOR OBLIGATION INCURRED PURSUANT TO THE JOINT FUNDING AGREEMENT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY AND TO PAY THE UNITED STATES GEOLOGICAL SURVEY AN AMOUNT NOT TO EXCEED $80,500.00 PURSUANT TO THE JOINT FUNDING AGREEMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) and the United States Geological Survey (the “USGS”) have entered into cooperative research and monitoring programs for over a decade; and

WHEREAS, the Joint Funding Agreement developed for the period ending on December 31, 2018 include gaging inputs and outputs from the Medina surface water and groundwater system; and

WHEREAS, the Joint Funding Agreement will help determine the full range of recharge potential within the Medina system, which will benefit countless neighboring communities, and lay the foundation for potential compensation from the Edwards Aquifer Authority; and

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

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve a Joint Funding Agreement between System and USGS for period ending December 31,
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the Joint Funding Agreement between the System and the USGS covering the period ending on December 31, 2018 in an amount not to exceed $80,500.00 attached hereto as Attachment I is hereby approved.

2. That expenditures for Fiscal Year 2018 are hereby available and is hereby authorized to be expended from the System Fund to pay for obligations incurred pursuant to the Board’s approval of the Fiscal Year 2018 budget with a line item for such expenditures pursuant to the Joint Funding Agreement.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Joint Funding Agreement between the System and the USGS and to the USGS an amount not to exceed $80,500.00 pursuant to the Joint Funding Agreement.

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

5. If any part, 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 hereon 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 7th day of November, 2017

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Attachment I:
1. SAWS/USGS Joint Funding Agreement
THIS AGREEMENT is entered into as of the January 1, 2018, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the San Antonio Water System party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (hereinafter called the Program). The USGS legal authority is 43 USC 35C; 43 USC 50, and 43 USC 50b.

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

(a) $0, by the party of the first part during the period January 1, 2018 to December 31, 2018

(b) $80,500, by the party of the second part during the period January 1, 2018 to December 31, 2018

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

   Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)
Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18CMX038020000
Customer#: 6000000608
Project #: SJ009ME
TIN #: 74-2632530
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Douglas Schnoebelen
Associate Director - South Texas Program
Address: 5563 DeZavala Road Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9262
Fax: (210) 691-9270
Email: dschnoebelen@usgs.gov

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Technical Point of Contact

Name: Darren Thompson
Director of Water Resources
Address: 2800 U.S. Hwy 281 North
San Antonio, TX 78288
Telephone: (210) 233-3669
Fax:

Email: darren.thompson@saws.org

Customer Billing Point of Contact

Name: Darren Thompson
Director of Water Resources
Address: 2800 U.S. Hwy 281 North
San Antonio, TX 78288
Telephone: (210) 233-3599
Fax:

Email: darren.thompson@saws.org

San Antonio Water System

Signature

By
Date: Oct 26, 2017
Name: Timothy H. Raines
Title: Acting Director

Signatures

By
Date:
Name:
Title:

By
Date:
Name:
Title:

By
Date:
Name:
Title:

By
Date:
Name:
Title:
San Antonio Water System-USGS Cooperative Science Activities
Water Resources Department

1 Medina Lake Phase 2—Instrumentation and Data Collection for Identified Data Gaps

Brief Description of the Study:
Phase 2 will measure inputs and outputs from the Medina/Diversion Lake system. The work includes O&M for four gaging stations (three streamflow and one lake elevation) as well as one evapotranspiration station.

<table>
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<tr>
<th>Monitoring:</th>
<th>SAW</th>
<th>USGS</th>
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<tbody>
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<td>$1,700</td>
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<tr>
<td>Diversion Lk nr Riomedina, TX</td>
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SUBTOTAL $80,500

FUNDING SUMMARY

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</tr>
</tbody>
</table>

TOTAL $80,500
TO: San Antonio Water System Board of Trustees
FROM: Sree Pulapaka, Vice President/Chief Information Officer, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: AUTHORIZATION OF EXPENDITURES IN CONNECTION WITH MICROSOFT ENTERPRISE AGREEMENT AND ADD-ON SOFTWARE PRODUCTS

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the second year of a three-year agreement and expenditures for the period January 1, 2018 to December 31, 2018 and true-up costs incurred during 2018 with SHI Software for Microsoft Full Platform Enterprise Agreement and Add-on software.

- Resolution No. 17-041 approved on February 7, 2017, authorized the first year of a three-year agreement with SHI Software for the Microsoft Full Platform Enterprise Agreement and true-up costs for related software and authorized funds for payment of the first year.
- Microsoft Enterprise Agreement enrollment periods are three-year terms paid on an annual basis. This agreement is for the second year of a three-year agreement that begins January 1, 2018 through December 31, 2018 with SHI Software, through the Department of Information Resource software contract DIR-SDD-2503.
- The Microsoft Full Platform Enterprises Agreement includes Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Outlook, Microsoft Publisher, and Microsoft Access. The add-on software licenses include a limited number of licenses for Microsoft Project, Visio, and “back-office” software tools needed to operate the components on the network.
- In addition to Microsoft Full Platform Enterprises Agreement software add-ons, SAWS utilizes Microsoft server licensing. The base contract includes a certain number of licenses for these products. Throughout each year, additional computers and servers are added to the inventory. Each computer user requires a license for Microsoft Full Platform software. At the end of each year, SAWS is charged a “true-up” cost for these licenses.

A summary of the costs associated with this annual contract followed by a more detailed breakdown of the individual costs and quantities to be procured is provided in the tables below:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Enterprise Products Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microsoft Full Platform Enterprises Agreement</td>
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<tr>
<td>2</td>
<td>Microsoft Add-On Licensing</td>
<td>$97,442.10</td>
</tr>
<tr>
<td>3</td>
<td>Microsoft Server Licensing</td>
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</tr>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$674,735.20</strong></td>
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<td>Part Number</td>
<td>Enterprise Products Description</td>
<td>Qty</td>
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<tr>
<td>-------------</td>
<td>---------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>269-12442</td>
<td>OfficeProPlus ALNG SA MVL Pltfm</td>
<td>1900</td>
</tr>
<tr>
<td>KV3-00353</td>
<td>WINE3perDVC ALNG SA MVL Pltfm</td>
<td>1900</td>
</tr>
<tr>
<td>76A-00016</td>
<td>EntCAL ALNG SA MVL Pltfm UscCAL wSrvcs</td>
<td>1900</td>
</tr>
<tr>
<td>MX3-00117</td>
<td>VSEntwMSDN ALNG SA MVL</td>
<td>18</td>
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<tr>
<td>H04-00268</td>
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<td>10</td>
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<td>AAA-10740</td>
<td>SPE E3 Addon ShrdSvr ALNG SubsVL MVL touserCAL</td>
<td>400</td>
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<tr>
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<td>114</td>
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<td>100</td>
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<tr>
<td>9GS-00135</td>
<td>CISSteDCCore ALNG SA MVL 2Lic CoreLic</td>
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<td>SQLOSRvStdCore ALNG SA MVL 2Lic CoreLic</td>
<td>101</td>
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<td>J5U-00004</td>
<td>AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total EA Annual</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Add-Ons</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total Add-Ons</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total EA, Add-Ons and True-Up</strong></td>
<td></td>
</tr>
</tbody>
</table>
**FINANCIAL IMPACT:**

Funds will be made available from the System Fund. The total amount is not to exceed $742,208.72 for 2018. Note: A 10% true-up escalator was applied to the base contract cost of $674,735.20 in arriving at the not to exceed of $742,208.72 in order to account for future annual true-up costs. Expenditures in the amount of $742,208.72 will be made available from the 2018 System Fund. The total amount is not to exceed $742,208.72 in 2018.

The item will be paid from System funds budgeted in the 2018 budget (Company: 1000, Accounting Unit: 1000000, Account: 116000, Total 2018 amount: $742,208.72).

![Signature]

Sree Prapaka
Vice President/Chief Information Officer

![Signature]

Douglas P. Evanson
Senior Vice President/Chief Financial Officer

APPROVED:

![Signature]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE SECOND YEAR OF A THREE-YEAR AGREEMENT WITH SHI SOFTWARE, AND THE EXPENDITURES FOR THE SECOND YEAR IN AN AMOUNT NOT TO EXCEED $742,208.72 FROM THE SYSTEM FUND FOR THE MICROSOFT FULL PLATFORM ENTERPRISE AGREEMENT AND TRUE-UP COSTS FOR RELATED SOFTWARE; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY SHI SOFTWARE AN AMOUNT NOT TO EXCEED $742,208.72 FOR THE MICROSOFT FULL PLATFORM ENTERPRISE AGREEMENT AND TRUE-UP COSTS FOR RELATED SOFTWARE FOR THE SECOND YEAR OF A THREE YEAR AGREEMENT; THIS RESOLUTION IS BROUGHT BEFORE THE BOARD AS DIRECTED TO STAFF OF THE SYSTEM TO RETURN TO THE BOARD OF TRUSTEES FOR AUTHORIZATION OF PAYMENT OF FUNDS FOR SUBSEQUENT FISCAL YEARS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, SHI Software administers the licensing and maintenance agreements of Microsoft Licensing, GP; and

WHEREAS, SHI Software is a named reseller for the Texas Department of Information Resources' software contracts; and

WHEREAS, Microsoft Enterprise Agreement enrollment periods are three-year terms paid on a yearly basis. This agreement is for the period beginning January 1, 2017 through December 31, 2019 with SHI Software, through the Department of Information Resource software contract DIR-SDD-2503, will provide software licenses provided through the Microsoft Enterprise Agreement including Microsoft Project, Microsoft Visio, and “back-office” software tools needed to operate the components of the network; and

WHEREAS, it is in the best interest for the San Antonio Water System (the “System”) to maintain the agreement with SHI Software to provide licensing for Microsoft Full Platform Enterprise software and add-on software licensing is now due in the amount of $674,735.20; and

WHEREAS, the total payment due for such support is not to exceed $742,208.72 and is available from the System Fund; and
WHEREAS, System staff was directed to request authorization for the second year of payments as they are due to be paid; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to authorize the second year of a three-year agreement with SHI Software for the period January 1, 2018 through December 31, 2018 (ii) to authorize the expenditures in an amount not to exceed $742,208.72 from the System Fund for Microsoft Full Platform Enterprise software licenses, and true-up costs, for the second year of a three year agreement, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay SHI Software an amount not to exceed $742,208.72, and (iv) to direct System staff to return to the Board of Trustees at the appropriate times for authorization of payment for services rendered in the future; now, therefore:

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

1. That the second year of the three-year agreement with SHI Software for Microsoft Full Platform Enterprise and add-ons for the period January 1, 2018 through December 31, 2018 is hereby authorized.

2. That the expenditure of funds for the second year of the three-year agreement with SHI Software for Microsoft Full Platform Enterprise from the 2018 System Fund in the amount of $742,208.72 is hereby authorized.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay SHI Software an amount not to exceed $742,208.72 for Microsoft Full Platform Enterprise and true-up costs as the second of three annual payments.

4. That System staff is hereby directed to return to the Board of Trustees to request authorization for future payments due to SHI Software for Microsoft Full Platform Enterprise and add-on software licenses.

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 is effective immediately upon passage of this resolution.
PASSED AND APPROVED this the 7th day of November 2017.

_________________________ _________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Sharon De La Garza, Vice President, Human Resources, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: AMENDMENT OF DEFINITION OF ELIGIBLE DEPENDENT IN THE SAN ANTONIO WATER SYSTEM HEALTH AND WELFARE BENEFIT PLAN AND AMENDMENT AND RESTATEMENT OF SAN ANTONIO WATER SYSTEM HEALTH AND WELFARE BENEFIT PLAN PROVISIONS CONCERNING RETIREE COVERAGE

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes an amendment of the general provisions of the San Antonio Water System Health and Welfare Benefit Plan (the “Plan”) and an amendment and restatement of the Plan provisions affecting only Eligible Retirees of the San Antonio Water System (SAWS). Changes to the Plan’s provisions include the following:

• Changes to the general provisions of the Plan to expand the definition of an Eligible Dependent of an active or retired employee to include a child who is under the age of 26 and for whom an Eligible Employee or his or her Spouse is a managing conservator.

• Changes to the provisions of the Plan concerning Eligible Retirees to eliminate references to the Marketplace Exchange Option currently available to Eligible Retirees and their Eligible Dependents who are not eligible for Medicare Parts A and B, in light of the curtailment of services previously offered by UnitedHealthCare for such option.

• Changes to the provisions of the Plan concerning Eligible Retirees to authorize (but not require) the Vice President of Human Resources, with the approval of the President/Chief Executive Officer, to amend the Plan to restore the Marketplace Exchange Option if a contracted organization can be identified that, in the opinion of the Vice President of Human Resources, will provide sufficient support to Eligible Retirees and Eligible Dependents who choose such option.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

There is no significant additional cost associated with these changes.
Sharon De La Garza  
Vice President  
Human Resources

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 THE AMENDMENT OF THE SAN ANTONIO WATER SYSTEM HEALTH AND WELFARE BENEFIT PLAN GENERAL PROVISIONS AND THE AMENDMENT AND RESTATEMENT OF PROVISIONS CONCERNING RETIREE COVERAGE; 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 previously established and continues to maintain the San Antonio Water System Health and Welfare Benefit Plan (the “Plan”);

WHEREAS, the Plan provides certain health and welfare coverage to Eligible Employees of the System and their Eligible Dependents, as such terms are defined in various booklets (the “Booklets”) prepared by the Plan’s third party administrator, which Booklets describe the general provisions of the Plan;

WHEREAS, the Plan also provides certain health and welfare coverage to Eligible Retirees of the System and their Eligible Dependents, as such terms are defined in a separate document adopted by the System that applies solely to retiree coverage (the “Retiree Coverage Document”), which Retiree Coverage Document generally describes eligibility and contribution rates for coverage for such persons under the Plan;

WHEREAS, the System maintains the right to amend the Plan at any time and for any reason; and

WHEREAS, the San Antonio Water System Board of Trustees desires to amend the Plan, effective as of November 7, 2017, by: (1) altering the definition of Eligible Dependents that appears in the Booklets; and (2) restating and amending the Retiree Coverage Document, in the format attached hereto as Exhibit A; now, therefore:

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

1. That the Plan provisions concerning the definition of Eligible Dependent, as such term appears in the Booklets, be amended, effective as of November 7, 2017, to include a child who is under the age of 26 and for whom an Eligible Employee or his or her Spouse is a managing conservator.

2. That the Retiree Coverage Document be hereby amended and restated, effective as of November 7, 2017, in the format attached hereto as Exhibit A.
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 the 7th day of November, 2017.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Ernesto Arrellano, Jr., Secretary

Exhibit A - Retiree Coverage Document
I. Plan Information

This document, in combination with the various booklets for the different health and life insurance benefit options described below (the “benefit booklets”), constitutes the provisions of San Antonio Water System Health and Welfare Benefit Plan (the “Plan”) with respect to the eligible retired employees of San Antonio Water System for health and other welfare benefits. It is important to note that the Plan also provides benefits to eligible active employees and their dependents. However, this document is intended to describe the Plan provisions solely as they relate to retiree coverage.

The benefit booklets describe the conditions, requirements, and health benefits provided under the Plan to eligible retirees and their spouses and dependents. No benefits are provided other than those described by the benefits booklets. This document supersedes any conflicting information in the benefits booklets.

This document was initially approved by the San Antonio Water System Board of Trustees on December 4, 2012 and has subsequently been amended and restated several times. This current restatement is effective as of November 7, 2017.

Name of Plan: San Antonio Water System Health and Welfare Benefit Plan

Employer:

San Antonio Water System
2800 North U.S. Highway 281
San Antonio, TX 78212

San Antonio Water System is the only employer contributing to the Plan.

Plan Administrator:

Sharon De La Garza, Vice President of Human Resources
San Antonio Water System
2800 U.S. HWY 281 North
San Antonio, TX 78212

Agent for Service of Legal Process:

Nancy Belinsky, General Counsel
San Antonio Water System
2800 U.S. HWY 281 North
San Antonio, TX 78212
II. Eligibility

A. Eligible Retiree

The San Antonio Water System (SAWS) Health and Welfare Benefit Plan covers eligible SAWS retirees and their eligible dependents. In order to qualify as an Eligible Retiree who may elect retiree health coverage under the Plan, a person must:

- be covered under the Plan on their date of retirement;
- immediately file for retirement through the Texas Municipal Retirement System (TMRS) and/or the San Antonio Water System Retirement Plan (administered by Principal);
- waive any COBRA rights for health coverage (but not dental or vision coverage) under the Plan, in the manner requested by the Plan Administrator; and
- meet all of the requirements in one of the five categories concerning date of hire, age, and years of service:

1. was hired prior to September 1, 2002 and upon retirement either: 1) are at least age 60 with at least 5 years of creditable combined service, or 2) are any age with at least 20 years of creditable combined service;

2. was hired between September 1, 2002 and December 31, 2006 and upon retirement either: 1) are at least age 60 with at least 10 years of SAWS service, or 2) are any age with at least 20 years of creditable combined service (including at least 10 years of SAWS service);

3. was hired between January 1, 2007 and December 31, 2011 and upon retirement either: 1) are at least age 62 with at least 20 years of SAWS service, or 2) are age 60 with at least 30 years of creditable combined service (including at least 20 years of SAWS service);

4. was hired between January 1, 2012 and December 31, 2013 and upon retirement either: 1) are at least age 65 with at least 25 years of SAWS service, or 2) are at
least age 62 with at least 30 years of creditable combined service (including 25 years of SAWS service); or

5. does not meet any of the age/service requirements of Categories 1-4 immediately above and is not eligible for health coverage from another employer, including a spouse’s employer. Eligible Retirees described in this paragraph (“Category 5 Eligible Retirees”) are only eligible for unsubsidized health coverage under the Plan.

Employees who were assigned to the District Special Project (DSP, i.e. the former Bexar Metropolitan Water District) began to accrue “SAWS service” for the purpose of eligibility for retiree health coverage under the Plan only upon transfer to direct employment with SAWS.

Creditable combined service is defined as the receipt of ‘Restricted Prior Service Credit’ as defined and approved by the Texas Municipal Retirement System (TMRS) and the SAWS Retirement Plan.

Within 31 days from the date of retirement, an Eligible Retiree must apply for retiree health coverage under the Plan or submit a request to defer enrollment until a later date. (Note: an Eligible Retiree whose spouse is an active SAWS employee may instead choose active health coverage as the dependent of such spouse, in which case within 31 days from the date of loss of active health coverage the Eligible Retiree must apply for retiree health coverage under the Plan or submit a request to defer enrollment until a later date.) An Eligible Retiree who defers retiree health coverage under the Plan within such 31 day period or who elects health coverage under the Plan and subsequently terminates such coverage, may apply for health coverage under the Plan at a later date provided the person 1) provides proof of continuous enrollment in another health plan or plans for any period after the date of retirement for which they are not covered under the Plan, and 2) requests health coverage under the Plan within 31 days of the loss of such other coverage. Eligible Retirees may exercise this right to defer and/or drop coverage under the Plan and subsequently reapply for coverage under the Plan, provided that at each time they reapply for coverage under the Plan they satisfy both requirements of the preceding sentence. Otherwise, their eligibility for future health coverage under the Plan will permanently end.

An Eligible Retiree’s health coverage will terminate upon the failure to timely pay any required premium.

B. Eligible Dependent

In order to qualify as an Eligible Dependent for whom an Eligible Retiree may elect retiree health coverage under the Plan, a person must:

- be covered under the Plan as of the Eligible Retiree’s date of retirement; and

- waive (or where permitted, have the Eligible Retiree waive on his or her behalf) any right to COBRA health coverage (but not dental or vision coverage) under the Plan in the manner requested by the Plan Administrator.

An election for coverage of an Eligible Dependent may only be made at the following times:
• Within 31 days of the Eligible Retiree’s date of retirement; or  
• At a subsequent time, under the same conditions that govern an Eligible Retiree’s right to defer and subsequently reapply for coverage under the Plan as described in Article II.A.

New dependents may be enrolled after an Eligible Retiree’s retirement only consistent with HIPAA special enrollment rights, if the Eligible Retiree applies for such coverage within 31 days of acquiring the new dependent. However, notwithstanding any other provision of this document to the contrary, there shall be no SAWS subsidy towards the premium for any such new dependent.

Once enrolled in the Plan, an Eligible Dependent’s coverage will terminate upon the soonest of the following events:

• Ceasing to meet the applicable definition of “dependent” in the benefit booklet;
• Termination of Eligible Retiree’s coverage under the Plan for any reason other than death;
• Decision by the Eligible Retiree to terminate the Eligible Dependent’s coverage; and
• Failure to timely pay any required premium.

C. Surviving Dependent Benefits

Upon the death of an Eligible Retiree, a spouse who is covered by the Plan may continue to participate for the remainder of his or her lifetime with no SAWS subsidy towards the premium. Likewise, children who are covered by the Plan upon the death of an Eligible Retiree may continue to participate for so long as they meet the applicable definition of dependent in the benefit booklet with no SAWS subsidy towards the premium.

D. Rehired Retirees

Notwithstanding any other provision of this document, if an Eligible Retiree who elects retiree health coverage under the Plan is subsequently rehired by SAWS (“Rehired Retiree”), the terms applicable to the Rehired Retiree’s subsequent coverage under the Plan depends upon the person’s classification upon rehire. If the Rehired Retiree is not eligible for coverage under the Plan as an active employee as of the rehire date, the Rehired Retiree (as well as any of the Rehired Retiree’s Eligible Dependents who are covered under the Plan as of the rehire date) shall continue to participate in the Plan subject to the terms set forth in this document governing retiree coverage. For example, the contribution percentages set forth in Article III of this document (as may be amended in the future) will apply.

However, if the Rehired Retiree is eligible for coverage under the Plan as an active employee as of the rehire date, the Rehired Retiree (and the person’s dependents, including any Eligible Dependents who are covered under the Plan as of the rehire date) shall no longer participate in the Plan subject to the terms set forth in this document governing retiree coverage. Instead, such
a Rehired Retiree may elect coverage under the Plan subject to the terms that apply to active employees, including contribution rates and the ability to cover eligible dependents.

Upon subsequent retirement of a Rehired Retiree who was eligible for coverage under the Plan as an active employee during the period of reemployment, the person may elect retiree coverage pursuant to Article II.A of this document if such person is covered under the Plan as of the person’s subsequent retirement date. However, absent application of HIPAA special enrollment rights, the only dependents for whom such person may elect retiree coverage under Article II.B of this document are those Eligible Dependents who were covered under the Plan both as of the Rehired Retiree’s date of rehire and the subsequent retirement date. In determining the applicable contribution percentages for such retiree coverage, the Rehired Retiree’s original hire date, original retirement date, and Medicare enrollment status and years of service as of the original retirement date shall control.

### III. Health Benefit Options

Eligible Retirees and Eligible Dependents who are not eligible for Medicare Parts A and B have the following health benefit option:

- a self-funded option with two tiers, known as the Base Plan and the Buy Up Plan (collectively, the “Self-funded Option”).

Eligible Retirees and Eligible Dependents who are eligible for Medicare Parts A and B have the following health benefit option:

- a Medicare Advantage Plan (“Medicare Advantage Option”).

### IV. Contributions

Eligible Retirees (as defined in Section II.A) who retired prior to September 1, 2002 and were enrolled in Medicare as of December 31, 2011 may participate in the Plan without making any contribution towards health coverage. Other participant contributions for Eligible Retirees towards health coverage are prescribed as follows:

#### A. Self Funded Option

<table>
<thead>
<tr>
<th>Participant Category</th>
<th>SAWS Service at Retirement</th>
<th>Retiree Contribution Percentage (Base Plan/Buy-up Plan)</th>
<th>Spouse Contribution Percentage (Base Plan/Buy-up Plan)</th>
<th>Dependent Contribution Percentage (Base Plan/Buy-up Plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Retirees who retired prior to September 1, 2002 but were not enrolled in Medicare as of December 31, 2011</td>
<td></td>
<td>20 / 30%</td>
<td>40 / 50%</td>
<td>45 / 55%</td>
</tr>
<tr>
<td>Participant Category</td>
<td>SAWS Service at Retirement</td>
<td>Retiree Contribution Percentage (Base Plan/Buy-up Plan)</td>
<td>Spouse Contribution Percentage (Base Plan/Buy-up Plan)</td>
<td>Dependent Contribution Percentage (Base Plan/Buy-up Plan)</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>----------------------------</td>
<td>------------------------------------------------------</td>
<td>------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Eligible Retirees who retired from September 1, 2002 through December 31, 2007, inclusive</td>
<td></td>
<td>20 / 30%</td>
<td>40 / 50%</td>
<td>45 / 55%</td>
</tr>
<tr>
<td>Eligible Retirees who retired on or after January 1, 2008 and were not eligible to retire as of December 31, 2007</td>
<td>5 – 14</td>
<td>45 / 55%</td>
<td>65 / 75%</td>
<td>70 / 80%</td>
</tr>
<tr>
<td></td>
<td>15 – 19</td>
<td>40 / 50%</td>
<td>60 / 70%</td>
<td>65 / 75%</td>
</tr>
<tr>
<td></td>
<td>20 – 24</td>
<td>30 / 40%</td>
<td>50 / 60%</td>
<td>55 / 65%</td>
</tr>
<tr>
<td></td>
<td>25 – 29</td>
<td>25 / 35%</td>
<td>45 / 55%</td>
<td>50 / 60%</td>
</tr>
<tr>
<td></td>
<td>30+</td>
<td>20 / 30%</td>
<td>40 / 50%</td>
<td>45 / 55%</td>
</tr>
<tr>
<td>Active employees who were hired before January 1, 2007 and were eligible to retire as of December 31, 2007 but not done so</td>
<td></td>
<td>20 / 30%</td>
<td>40 / 50%</td>
<td>45 / 55%</td>
</tr>
<tr>
<td>Active employees who were hired before January 1, 2007 and were not eligible to retire as of December 31, 2007</td>
<td>5 – 14</td>
<td>45 / 55%</td>
<td>65 / 75%</td>
<td>70 / 80%</td>
</tr>
<tr>
<td></td>
<td>15 – 19</td>
<td>40 / 50%</td>
<td>60 / 70%</td>
<td>65 / 75%</td>
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<tr>
<td></td>
<td>20 – 24</td>
<td>30 / 40%</td>
<td>50 / 60%</td>
<td>55 / 65%</td>
</tr>
<tr>
<td></td>
<td>25 – 29</td>
<td>25 / 35%</td>
<td>45 / 55%</td>
<td>50 / 60%</td>
</tr>
<tr>
<td></td>
<td>30+</td>
<td>20 / 30%</td>
<td>40 / 50%</td>
<td>45 / 55%</td>
</tr>
<tr>
<td>Active employees hired after January 1, 2007 and before December 31, 2013</td>
<td></td>
<td>100%</td>
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<td>20 – 24</td>
<td>50 / 60%</td>
<td>70 / 80%</td>
<td>75 / 85%</td>
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<td>25 – 29</td>
<td>45 / 55%</td>
<td>65 / 75%</td>
<td>70 / 80%</td>
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<td>30+</td>
<td>40 / 50%</td>
<td>60 / 70%</td>
<td>65 / 75%</td>
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</tbody>
</table>

Notwithstanding the participant contribution percentages set forth in the rate tables above, a monthly surcharge will be imposed with respect to any Covered Spouse who has access to health coverage from the Covered Spouse’s own employer or former employer. The amount of the surcharge will be determined annually and will be provided during the open enrollment process. In order to avoid the application of this surcharge, all Covered Spouses of an Eligible Retiree must provide an affidavit, in a form prescribed by SAWS, that they are not eligible for such other coverage.
B. Medicare Advantage Option

Participants who must choose the Medicare Advantage Option because they are eligible for Medicare Part A and B shall contribute a monthly amount that is determined on an annual basis by SAWS and communicated during the open enrollment process.

C. Exceptions for Certain Participants

Notwithstanding any of the rates described above for the three benefit options under the Plan, Category 5 Eligible Retirees described in Section II.A., spouses and dependents of Category 5 Eligible Retirees described in Section II.A., new dependents added pursuant to HIPAA special enrollment rights described in Section II.B, and Surviving Dependents described in Section II.C. shall not receive any subsidy from SAWS and shall contribute 100% of the premium for all benefit options under the Plan.

V. Life Insurance Benefits

At the present time, the Plan provides a life insurance benefit to:

- all Eligible Retirees who are described in Categories 1-4 and were hired before January 1, 2014, and
- Eligible Retirees who are described in Category 5 and elected to receive such coverage before February 7, 2017,

regardless of whether such persons elect retiree health coverage under the Plan (“Eligible Persons”). The life insurance benefit is equal to an Eligible Person’s annual base wage (rounded to the next higher $500, if it is not already an exact multiple of $500) at the time of retirement. The life insurance benefit is fully subsidized by SAWS for Category 1-4 Eligible Persons who are eligible for the benefit (i.e., they were hired before January 1, 2014). There is no subsidy for life insurance for Category 5 Eligible Retirees who are eligible for the benefit (i.e. they elected life insurance coverage before February 7, 2017). No life insurance benefit is provided with respect to an Eligible Person’s spouse or dependents.

VI. Benefits for Certain Retirees

The Board of Trustees of SAWS may approve a separate agreement with any SAWS employee, regardless of whether such person is an Eligible Retiree, concerning the provision of retiree health and welfare benefits under the Plan. Coverage granted pursuant to such separate agreement may supplement or be in lieu of coverage that would otherwise be provided under the Plan, as specified in the agreement.

VII. Complaint and Appeals Procedure

There is a complaint and appeals procedure available to covered persons as described in the benefit booklet.
VIII. Authority of Employer

to Amend and/or Terminate the Plan and/or Eliminate Benefits

The Employer specifically reserves the right at any time and from time to time to modify, reduce or amend, in whole or in part, any or all of the benefit or premium provisions of this plan as may be applicable to any employee, future employee, retiree, future retiree or other covered individual. The Employer further reserves the specific right to terminate the plan for any reason at any time and to eliminate the benefits provided under this plan for retirees or other covered individuals. Furthermore, the Vice-President of Human Resources is specifically authorized, but not required, to amend the Plan, with the approval of the President/Chief Executive Officer, for the limited purpose of restoring the Exchange Option that was available before November 7, 2017 to Eligible Retirees and Eligible Dependents who are not eligible for Medicare Parts A and B, on the condition that a contracted organization can be identified that, in the opinion of the Vice-President of Human Resources, will provide sufficient support to Eligible Retirees and Eligible Dependents who choose such option.

Approved by San Antonio Water System Board of Trustees on the 7th day of November, 2017.

Sharon De La Garza, Vice President
Human Resources
AGENDA ITEM NO. 25

TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, Director, Pipelines, and Andrea L.H. Beymer, Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF A RELEASE AND SETTLEMENT AGREEMENT WITH THE WITTE MUSEUM RELATED TO WORK ON SYSTEM INFRASTRUCTURE AT OR NEAR THE WITTE MUSEUM

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves a Release and Settlement Agreement with the Witte Museum (the “Witte”); authorizes the San Antonio Water System (the “System”) to pay the sum of $180,000.00 to the Witte; and authorizes the President/Chief Executive Officer to execute the Release and Settlement Agreement with the Witte.

- Since January 7, 2011, the System has performed (or has had performed) work on System infrastructure at or near the Witte Museum, including but not limited to work in, along and adjacent to Avenue B from the Witte to Josephine St. in San Antonio, Texas in connection with the Olmos Basin Central Watershed Sewer Relief Line (C-3) Project, Reaches 1 to 4 (System Job Number 08-2512) (the “C-3 Project”) (collectively, the “Work”).

- The Witte alleges that in connection with the Work, it suffered damages, including, without limitation, damage to the Witte North Parking Lot, and that the System is responsible for such damages.

- Though the System denies liability for these damages, in order to avoid litigation and expense, it is in the best interest of the System to settle claims by the Witte arising out of or from, or that are related to, the Work by executing a Release and Settlement Agreement with the Witte and paying the Witte the $180,000.00 (the “Settlement Payment”).

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The total Settlement Payment is not to exceed $180,000.00. Funds required for this settlement will be paid from the Operations & Maintenance Budget – 511510 – Judgements and Claims, 8111100 – Other Requirements, Job Number 08-2512.
Approving a Release and Settlement Agreement
The Witte Museum

Gail Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, 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 A RELEASE AND SETTLEMENT AGREEMENT WITH THE WITTE MUSEUM; AUTHORIZING THE SYSTEM TO PAY THE SUM OF $180,000.00 TO THE WITTE MUSEUM; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE A RELEASE AND SETTLEMENT AGREEMENT WITH THE WITTE MUSEUM; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, since January 7, 2011, the San Antonio Water System (the “System”) has performed (or has had performed) work on System infrastructure at or near the Witte Museum (the “Witte”), including but not limited to work in, along and adjacent to Avenue B from the Witte Museum to Josephine St. in San Antonio, Texas in connection with the Olmos Basin Central Watershed Sewer Relief Line (C-3) Project, Reaches 1 to 4 (System Job Number 08-2512) (the “C-3 Project”) (collectively, the “Work”); and

WHEREAS, the Witte alleges that in connection with the Work, it suffered damages, including, without limitation, damage to the Witte North Parking Lot; and

WHEREAS, the Witte alleges that the System is responsible for such damages; and

WHEREAS, the System denies all liability for such damages; and

WHEREAS, to avoid litigation and expense, the Parties have agreed to compromise and settle all claims the Witte had, now has, or may have in the future against the System concerning the project work pursuant to the terms of the Release and Settlement Agreement in substantially the form of Attachment 1, which is attached to and made a part of this Resolution (the “Settlement Agreement”); and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Settlement Agreement with the Witte; (ii) to authorize the System to pay the Witte the sum of $180,000.00; and (iii) to authorize the President/Chief Executive Officer to execute the Settlement Agreement with the Witte; now, therefore:

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

1. That the Settlement Agreement with the Witte is hereby approved.
2. That the System is hereby authorized to pay the Witte the sum of $180,000.00 pursuant to the terms of the Settlement Agreement.

3. That the President/Chief Executive Officer is hereby authorized to execute the Settlement Agreement.

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

5. If any part, section, paragraph, sentence, phrase 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 shall take effect immediately upon its passage.

    PASSED AND APPROVED this 7th day of November, 2017.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________________
Ernesto Arrellano, Jr., Secretary

Attachment:

1. Release and Settlement Agreement
RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into by The Witte Museum (the “Witte”), a Texas 501c3 non-profit organization, and the San Antonio Water System ("SAWS"), an agency of The City of San Antonio, a Texas home rule municipality (the Witte and SAWS may be referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, since January 7, 2011, SAWS has performed (or has had performed by various contractors) work on SAWS infrastructure at or near the Witte Museum, including but not limited to work in, along and adjacent to Avenue B from the Witte Museum to Josephine St. in San Antonio, Texas in connection with the Olmos Basin Central Watershed Sewer Relief Line (C-3) Project, Reaches 1 to 4 (SAWS Job Number 08-2512) (the “C-3 Project”) (collectively, the “Work”); and

WHEREAS, the Witte alleges that in connection with the Work, it suffered damages, including, but not limited to, damage to the Witte North Parking Lot identified in Exhibit A attached hereto; and

WHEREAS, the Witte alleges that SAWS is responsible for such damages; and

WHEREAS, SAWS denies all liability for the damages that the Witte alleges that it suffered; and

WHEREAS, to avoid litigation and expense, the Parties have agreed to compromise and settle all claims the Witte had, now has, or may have in the future against SAWS concerning the Work pursuant to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Agreement, the Parties agree as follows:

1. SAWS agrees to pay to the Witte the sum of One Hundred Eighty Thousand Dollars and No Cents ($180,000.00). The Witte agrees that upon receipt of the payment by SAWS to the Witte that is required by this paragraph that the Witte will have received all compensation that it will receive from SAWS for any damages, costs, fees, or expenses of any kind that are alleged to arise out of or from, or that are related to, the Work. The Witte agrees and acknowledges that it will not receive any further or additional payment from SAWS for any damages, costs, fees, or expenses of any kind that are alleged to arise out of or from, or that are related to the Work other than the payment required by this paragraph.

2. Upon the execution of this Agreement by the Parties and payment by SAWS to the Witte of the sum of $180,000.00 pursuant to the terms of this Agreement, the Witte and its agents, partners, officers, directors, employees, representatives and assigns forever release, acquit, and discharge SAWS and SAWS’ agents, officers, partners, employees, trustees, representatives and assigns from all claims, demands, liabilities, causes of
action, damages, attorneys’ fees, liquidated damages, costs, delay damages, and expenses of whatsoever kind or nature, at law or in equity, known or unknown that the Witte or its agents, officers, partners, directors, employees, representatives or assigns had, now has, or may have in the future that arise out of or from, or that are related to the Work.

3. Each Party agrees that it shall pay its own costs, fees, expenses and attorneys’ fees incurred in connection with this Agreement.

4. The Witte represents and warrants to SAWS that it presently owns, free and clear of any lien or encumbrance, rights of control, pledges of security interests of all the claims, demands, causes of action, damages and expenses that it has released and discharged in this Agreement; that the Witte has not assigned or otherwise transferred to any person or entity any interest in the claims, demands, causes of action, damages or expenses that it has released and discharged in this Agreement; and that the Witte presently possesses the exclusive right to settle all claims and causes of action settled or released by it in this Agreement.

5. This Agreement represents the compromise of disputed claims. This Agreement may not be construed in any action or proceeding as an admission, direct or indirect, of liability, obligation or duty of any kind, other than as expressly set forth in this Agreement.

6. The terms, conditions and agreements contained in this Agreement shall be binding upon and the benefits and advantages of the same shall inure to all Parties and their respective successors and assigns. The Parties acknowledge, understand and agree that the agreements and representations contained in this Agreement were made to induce the other Party to enter into and sign this Agreement. The Terms, provisions, agreements and representations made or contained in this Agreement are contractual and are not mere recitals, and the same will survive perpetually following the execution of this Agreement.

7. This Agreement may be extended, revised, waived, discharged, released, modified, terminated or otherwise amended only by a written instrument executed by the Party against whom enforcement of such revision is asserted.

8. This Agreement contains the final agreement between the Parties relating to the compromise and settlement of all matters described in the Agreement. All prior agreements, if any, related to the subject matter of this Agreement are terminated and are of no force or effect.

9. The Parties represent each to the other that they and their duly authorized representatives have read this Agreement and understand it; that they have executed this Agreement with the intent to be fully bound according to its terms; that in signing this Agreement they have relied solely on their own knowledge or their duly authorized representative's knowledge and judgment and/or the advice of their own attorneys and not in reliance upon any representation, advice, statement or action of any kind of the other Party or other Party's representatives or attorneys, except to the extent that such representations, statements, or actions are expressly set forth in this Agreement. The Parties expressly disclaim reliance on any fact or representation made by any other Party or any other
Party's representatives or attorneys that is not expressly contained in this Agreement.

10. The construction, enforcement, interpretation and validity of this Agreement shall be governed by the laws of the State of Texas. The obligations of the Parties are performable and venue of any legal action arising out of this Agreement shall lie exclusively in Bexar County, Texas.

11. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

12. No Party may assign this Agreement without the prior written consent of the other Party.

13. This Agreement will be executed in two (2) identical originals, which taken together shall constitute one and the same instrument. “PDF” and photocopied signatures shall be treated as original signatures.

14. Each person signing this Agreement for or on behalf of a Party to this Agreement represents and warrants to the other Party that the person signing has authority to and is authorized to execute this Agreement for or on behalf of the Party for whom this Agreement is executed, in the capacity in which this Agreement is executed.

15. In the event that this Agreement, or any provision hereof, is construed or determined to be ambiguous by a court of law, in such event, the Parties agree that each Party has contributed to the preparation of this Agreement and that they have jointly written or composed this Agreement and that no Party shall be given any advantage over the other Party under the laws of construction of instruments based upon the authorship of this Agreement.

16. This Agreement is made by and for the benefit of the Parties to this Agreement only. There are no third-party beneficiaries of this Agreement, save and except only those persons against whom any claim, demand, cause of action, damage, or expense has been released, settled, discharged or acquitted as provided in paragraph 2 of this Agreement.

Signature Pages Follow
Agreed to, executed and effective as of the date of the last signature by a Party (the "Effective Date"), below.

San Antonio Water System

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

Date: __________________________

STATE of TEXAS  §
COUNTY of BEXAR  §

Before me, the undersigned state public on this day personally appeared Robert R. Puente, known to me to be the person whose name is subscribed to the foregoing instrument who acknowledged to me that he executed the same for the purposes and consideration, and in the capacity therein stated.

Given under my hand and seal of office on this ___ day of _____________, 2017.

__________________________
Notary Public in and for the State of Texas
The Witte Museum (the “Witte”)
By:

Date: 10-13-17

STATE of TEXAS §
COUNTY of Bexar §

Before me, the undersigned notary public on this day personally appeared
Marisse McDermott, known to me to be the person whose name is subscribed to
the foregoing instrument who acknowledged to me that he executed the same for the
purposes and consideration, and in the capacity stated.

Given under my hand and seal of office on this 12 day of October 2017

Anna Marie Sifuentes
Notary Public in and for the State of Texas
Exhibit A

Map Showing Witte North Parking Lot
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: APPROVAL OF A SETTLEMENT AGREEMENT WITH WW FOUNDATION DRILLING, LTD AND HILL COUNTRY BRIDGE, INC.

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves a mediated Settlement Agreement between the San Antonio Water System (the “System”) and WW Foundation Drilling, LTD (“WWFD”) and Hill Country Bridge, Inc. (the “Hill Country”) and authorizes the President/Chief Executive Officer or the Vice President and General Counsel to execute a release of all claims and causes of action with prejudice against the two entities.

- On August 8, 2016, WWFD struck a 30-inch water main at the Olmos Basin Golf Course, at or near the 7000 block of McCullough, in San Antonio, Texas, resulting in damages and water loss to the System.

- On October 5, 2016, the System sent a demand to WWFD to recover the System’s damages but WWFD denied any financial responsibility for the incident and failed and refused to remit payment.

- On October 10, 2016, WWFD responded to the System’s demand, admitted to the damage but disputed any liability, and alleged liability against Hill Country.

- The System filed a Lawsuit styled Cause No. 2017-CI-07375, City of San Antonio, by and through its San Antonio Water System Board of Trustees v. WW Foundation Drilling, LTD and Hill Country Bridge, Inc. In the 73rd Judicial District Court, Bexar County, Texas

- On October 23, 2017, mediation occurred and a Settlement Agreement was reached that included payment by WWFD and Hill Country to the System in the amount of $62,000.00, and the System releasing all claims and causes of action with prejudice against the two entities.

- To avoid the cost and expense of further litigation, it is in the best interest of the System to approve the Settlement Agreement and execute a release of all claims and causes of action against WWFD and Hill Country.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The settlement payment in the amount of $62,000.00 will be credited to the Renewal & Replacement fund.

Nancy Belinsky  
Vice President and General Counsel

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, APPROVING A SETTLEMENT AGREEMENT WITH WW FOUNDATION DRILLING, LTD AND HILL COUNTRY BRIDGE, INC., IN THE AMOUNT OF $62,000.00 IN CONNECTION WITH THE LAWSUIT FOR DAMAGES CAUSED TO A WATER MAIN AT OR NEAR THE OLMOS BASIN GOLF COURSE IN SAN ANTONIO, TEXAS; AUTHORIZING THE SYSTEM TO ACCEPT PAYMENT FROM WW FOUNDATION DRILLING, LTD AND HILL COUNTRY BRIDGE, INC., IN THE AMOUNT OF $62,000.00; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR THE VICE PRESIDENT AND GENERAL COUNSEL TO EXECUTE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST WW FOUNDATION DRILLING, LTD AND HILL COUNTRY BRIDGE, INC., BE DISMISSED WITH PREJUDICE FROM SAID 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, the City of San Antonio, acting by and through the San Antonio Water System (the “System”) Board of Trustees filed a lawsuit styled Cause No. 2017-CI-07375, City of San Antonio, by and through its San Antonio Water System Board of Trustees v. WW Foundation Drilling, LTD and Hill Country Bridge, Inc., (“WWFD/Hill Country”) in the 73rd Judicial District Court, Bexar County, Texas (the “Lawsuit”) for damages related to a 30-inch water main at the Olmos Basin Golf Course, at or near the 7000 block of McCullough, in San Antonio, Texas, on August 8, 2016 (the “Incident”); and

WHEREAS, the System and WWFD/Hill Country have agreed to compromise and settle the Lawsuit in accordance with the terms of a mediated Settlement Agreement; and

WHEREAS, pursuant to the terms of the Settlement Agreement, WWFD/Hill Country will pay to the System the sum of $62,000.00 and the System will release WWFD/Hill Country from any and all causes of action that the System owns, or otherwise that arise out of or that are related to the Incident; and

WHEREAS, to avoid additional cost and expense and further litigation, it is in the best interest of the System to execute a release of all claims and causes of action against WWFD/Hill Country; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the mediated Settlement Agreement with WWFD/Hill Country is hereby approved.

2. That the System is hereby authorized to accept payment from WWFD/Hill Country in the sum of $62,000.00 pursuant to the terms of the Settlement Agreement and release and discharge all of its claims and causes of action against WWFD/Hill Country, and shall dismiss its Lawsuit against WWFD/Hill Country with prejudice.

3. That the President/Chief Executive Officer or the Vice President and General Counsel is hereby authorized to execute a release of all claims and causes of action against WWFD/Hill Country.

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 section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless be 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 7th day of November, 2017.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Mary Bailey, Vice President, Accounting and Business Planning, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: APPROVING THE SAN ANTONIO WATER SYSTEM ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, APPROVING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $9,809,478.00 FOR OWNER CONTROLLED CONSTRUCTION CHANGES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018; APPROVING RATE ADJUSTMENT RECOMMENDATIONS FOR FISCAL YEARS ENDING DECEMBER 31, 2018 AND 2019; APPROVING RECOMMENDATIONS FOR NEW AND ADJUSTED SPECIAL SERVICES FEES FOR 2018; AND APPROVING RECOMMENDATIONS FOR AMENDMENTS TO CHAPTER 34 OF THE CITY CODE TO RECONCILE OUTDATED LANGUAGE IN SECTIONS RELATED TO SPECIAL SERVICES FEES WITH CERTAIN PRIOR CITY ORDINANCES

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

In accordance with the San Antonio Water System’s founding City Ordinance No. 75686 (SAWS Creation Ordinance), the Board shall prepare an annual budget to serve as a tool in controlling and administering the management and operation of the San Antonio Water System (SAWS). The annual budget shall reflect an estimate of Gross Revenues and an estimate of the disposition of those revenues in accordance with the flow of funds requirements set forth in the SAWS Creation Ordinance. The attached Resolution approves the 2018 Annual Budget, and authorizes the budget to be submitted to San Antonio City Council for review and consultation.

The attached Resolution recommends that City Council adopt adjustments to water delivery, water supply fee, wastewater, and recycled water rates. The adjustments to the water delivery, water supply fee, wastewater, and recycled water rates are necessary to provide adequate funding for the fiscal years ending December 31, 2018 and 2019 for the costs of operating and maintaining the System, repairing and replacing aging infrastructure, investing in water supply initiatives in support of the Water Management Plan and complying with the requirements of the Consent Decree entered into with the United States Environmental Protection Agency and Texas Commission on Environmental Quality relating to the reduction of sanitary sewer overflows.

The Resolution also authorizes the submittal to the San Antonio City Council for review and approval certain amendments to Chapter 34 of the City Code to incorporate various adjusted and additional special services fees.
Additionally, the Resolution recommends that the City Council adopt amendments to Chapter 34 of the City Code to reconcile outdated language related to special services fees with certain prior City Ordinances.

2018 Annual Budget

The 2018 Annual Budget, as set forth in Attachment I, balances revenue requirements for the fiscal year ending December 31, 2018 with available revenues and other funding sources. Staff will submit an amendment to the 2018 Annual Budget to the Board for approval in the event the actual amount Available for R&R – Unrestricted will be less than the amount shown in Attachment I or Debt Service and Expenses or Draw on Equity will be greater than the amount shown in Attachment I.

Sources of Funds

Total Sources of Funds are estimated to be $781.8 million, which is $61.1 million or 8.5% higher than the Budgeted 2017 Sources of Funds and is comprised of:

- Operating revenues totaling $696.2 million
- Non-Operating revenues totaling $11.3 million
- Draw on Equity of $1.4 million
- Capital recovery fees of $72.9 million

Operating revenues include $36.3 million of additional revenues associated with rate adjustments of 9.7% for Water Delivery rates, 4.5% for Water Supply Fee rates, 3.6% for Wastewater rates, and 7.8% for Recycled Water rates. Such rate adjustments result in a combined average increase of 5.8% to the bill for the average SAWS residential customer, assuming water usage of 7,092 gallons and wastewater usage of 5,668 gallons per month.

Water related operating revenues assume billed water usage of 65.4 billion gallons, 0.09% more than the 64.8 billion gallons budgeted for 2017, and customer growth of 1.6%. Wastewater related operating revenues assume customer growth of 1.7%.

Uses of Funds

Funds generated through fees, rates, and other charges are used to support the operation of SAWS, make all required annual debt service payments on existing and proposed outstanding debt, and provide sufficient additional funds to support SAWS desired financial metrics. Any additional funds generated during the year are transferred to the Renewal and Replacement (R&R) fund. R&R funds can be used for any lawful purpose but are primarily used to provide a portion of the funding needed for future capital improvement projects.
Budgeted Uses of Funds total $781.8 million and consist of:

- Operating & Maintenance expenses totaling $339.7 million
- Debt service and other debt expenses of $236.2 million
- Transfers to the City of San Antonio of $18.1 million
- Transfers to the Renewal & Replacement Fund of $187.8 million

**2018 Capital Improvement Program**

The Capital Improvement Program consists of capital improvement projects focused on sustaining, restoring and modernizing SAWS facilities and infrastructure. The 2018 Capital Improvements Program totals $391.4 million and includes:

- $44.6 million in Water Supply projects, of which $33.4 million supports Phase II of the Water Resource Integration Pipeline integration
- $155.8 million in Water Delivery projects, including main replacements and production facility upgrades
- $181.2 million in Wastewater projects, of which $147.0 million supports SAWS commitments under the Environmental Protection Agency Consent Decree
- $9.8 million for Owner Controlled Construction Changes that may arise related to new or existing construction contracts

Approximately 69% of the 2018 Capital Improvement Program will be funded with the issuance of new debt while the remaining 31% will be funded with existing R&R funds.

**Rate Adjustments**

SAWS estimates that $36.3 million in additional revenues are necessary in 2018 from rate adjustments to the 2017 water delivery rates, water supply fee rates, wastewater rates, and recycled water rates. Specifically, percentage increases of 9.7% for water delivery rates, 4.5% for water supply fee rates, 3.6% for wastewater rates, and 7.8% for recycled water rates are recommended to support the 2018 Annual Budget. The proposed 2018 rate adjustments result in a combined increase of 5.8% to the monthly charges for the average SAWS residential water and wastewater customer, assuming use of 7,092 gallons of water and discharge of 5,668 gallons of wastewater per month.

For fiscal year 2019, SAWS estimates that $27.2 million in additional revenues will be necessary from rate adjustments to the 2018 water delivery rates, water supply fee, wastewater rates, and recycled water rates. Specifically, percentage increases of 0.4% for water delivery rates, 4.3% for water supply fee rates, 8.0% for wastewater rates, and 1.8% for recycled water rates are recommended to support the projected 2019 revenue requirements. The proposed 2019 rate adjustments result in a combined increase of 4.7% to the monthly charges for the average SAWS residential water and wastewater customer.
The 2018 and 2019 proposed rates are as shown in Attachment II, Schedules A, B, C, D, E, and F to be incorporated as part of the resolution. The 2018 and 2019 rate adjustments are proposed to be effective for consumption on or about January 1, 2018 and January 1, 2019, respectively, and shall be applied to all billings after one complete monthly billing period on or about February 1, 2018 and February 1, 2019, respectively.

**Special Services Fees**

New Special Services Fees and adjustments to existing Special Services Fees are also recommended effective January 1, 2018. Staff conducted a comprehensive review of all SAWS Special Services Fees to ensure specialized services cost recovery. Over 60 fees were analyzed; increases to 41 existing fees are recommended and 12 new fees are proposed to be added to reflect changing service conditions and customer requirements. If adopted, the fee proposals are estimated to generate an additional $580,000 in net new annual revenue for the utility. The fee proposals have been developed using cost-of-service methodology. In some cases, partial cost recovery increases are proposed to temper the potential adverse economic impact that full cost recovery fee increases would have at this time. Additionally, it is recommended that provisions in the City Code be made for certain of the Special Services fees to automatically increase at the annual rate of inflation each year after 2018 or by the annual percentage change in related service rates as appropriate. Attachment III describes the special services fees proposals.

**Chapter 34 Amendments to Reconcile Outdated Special Services Fees-Related Language**

In the course of preparing recommended amendments and additions to special services fees, staff encountered certain language related to special services fees in Chapter 34 of the City Code that is out-of-date and inconsistent with prior City Ordinances. To make the special services fees provisions of the City Code consistent with City Ordinances, it is recommended that the City Council adopt the amendments to Chapter 34 proposed and set forth in Attachment IV.

Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

Attachment I presents the 2018 SAWS Annual Budget in the form of estimated sources and uses of funds. The approval of these water delivery, water supply fee, recycled water and wastewater rate adjustments as shown in Attachment II and recommended by the resolution will recover approximately $36.3 million of additional gross metered revenues in 2018 and an additional $27.2 million in 2019. The approval of the special services fees recommendations shown in Attachment III are projected to recover approximately $580,000 beginning in 2018. There is no financial impact from adoption of the proposed Chapter 34 amendments in Attachment IV which would reconcile outdated language related to special services fees with certain prior City Ordinances.
Approval of the 2018 Annual Budget and Rate Adjustments

Mary Bailey
Vice President, Accounting and Business Planning

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:

ATTACHMENT I: 2018 SAWS Annual Budget

ATTACHMENT II: Rate-Related Amendments to Chapter 34, Article II of the San Antonio City Code

Schedule A – Residential Class Water and Sewer Rate Schedules
Schedule B – General Class Water and Sewer Rate Schedules
Schedule C – Wholesale Class Water and Sewer Rate Schedules
Schedule D – Irrigation Class Water and Sewer Rate Schedules
Schedule E – Water Supply Fee Schedule
Schedule F – Recycled Water Rate Schedules

ATTACHMENT III: Special Services Fee-Related Amendments to Chapter 34 of the San Antonio City Code

ATTACHMENT IV: Reconciliation Amendments to Chapter 34 of the San Antonio City Code
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE ANNUAL BUDGET FOR THE SAN ANTONIO WATER SYSTEM FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018 AS SET FORTH IN ATTACHMENT I; AUTHORIZING THE APPROVED ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018 BE SUBMITTED TO THE CITY COUNCIL FOR REVIEW AND CONSULTATION; DIRECTING THE STAFF TO SUBMIT A BUDGET AMENDMENT TO THE BOARD IN CERTAIN INSTANCES; AUTHORIZING EXPENDITURES OF FUNDS FOR OWNER CONTROLLED CONSTRUCTION CHANGES FOR THE YEAR ENDED DECEMBER 31, 2018 IN AN AMOUNT NOT TO EXCEED $9,809,478.00; DETERMINING THE NECESSITY FOR ADJUSTMENTS TO ALL WATER DELIVERY, WATER SUPPLY FEE, WASTEWATER, AND RECYCLED WATER RATES TO SUPPORT THE SAN ANTONIO WATER SYSTEM’S 2018 ANNUAL BUDGET AND PROJECTED REVENUE REQUIREMENTS FOR 2019; DIRECTING THAT A FULL REPORT OF THE BASIS FOR THE PROPOSED 2018 AND 2019 ADJUSTMENTS TO ALL WATER DELIVERY, WATER SUPPLY FEE, WASTEWATER, AND RECYCLED WATER RATES BE SUBMITTED TO THE CITY COUNCIL OF THE CITY OF SAN ANTONIO; RECOMMENDING THAT THE CITY COUNCIL ADOPT SUCH ADJUSTMENTS TO THE WATER DELIVERY, WATER SUPPLY FEE, WASTEWATER, AND RECYCLED WATER RATES FOR CONSUMPTION ON OR ABOUT JANUARY 1, 2018 AND JANUARY 1, 2019 AS SET FORTH IN ATTACHMENT II; RECOMMENDING THAT THE CITY COUNCIL ADOPT CERTAIN RATE-RELATED AMENDMENTS TO CHAPTER 34 OF THE CITY CODE OF THE CITY OF SAN ANTONIO AND RATE SCHEDULES INCORPORATED THEREIN AS SET FORTH IN ATTACHMENT II; DETERMINING THE NECESSITY FOR CERTAIN NEW SPECIAL SERVICES FEES AND ADJUSTMENTS TO CERTAIN EXISTING SPECIAL SERVICES FEES; RECOMMENDING THAT THE CITY COUNCIL ADOPT SUCH NEW SPECIAL SERVICES FEES AND ADJUSTMENTS TO CERTAIN EXISTING SPECIAL SERVICES FEES EFFECTIVE JANUARY 1, 2018 AND AMENDMENTS TO CHAPTER 34 OF THE CITY CODE OF THE CITY OF SAN ANTONIO AND FEE SCHEDULES INCORPORATED THEREIN AS
WHEREAS, the preparation of the Annual Budget, along with other policies and procedures consistent with prudent utility practice, is a management tool that is utilized in decision making and in managing the financial affairs of the San Antonio Water System (the “System”); and

WHEREAS, Ordinance No. 75,346 adopted on April 30, 1992 by the City Council of the City of San Antonio, Texas (System Creation Ordinance), requires that the System’s Board of Trustees (the “Board”) prepare an Annual Budget; and

WHEREAS, the System Creation Ordinance requires that the Board shall determine the rates, fees and charges for services rendered and to be rendered by the System with due consideration being accorded to the terms, covenants, and conditions contained in such Ordinance; and

WHEREAS, the System Creation Ordinance requires that the Annual Budget be submitted to the City Council for review and consultation; and

WHEREAS, the 2018 Annual Budget reflects an estimate of the Gross Revenues and disposition of those revenues for the year ended December 31, 2018 in accordance with the flow of funds as set forth in the System Creation Ordinance and as set forth in Attachment I; and

WHEREAS, the 2018 Annual Budget includes the financing plan for a Capital Improvement Program which has been prepared to serve as a plan for the implementation of capital improvements to the System; and

WHEREAS, the 2018 Capital Improvement Program includes $9,809,478.00 for potential construction contract changes; and
WHEREAS, adjustments are necessary to all water delivery, water supply fee, wastewater, and recycled water rates effective on or about January 1, 2018 to provide sufficient funding to support the System’s 2018 Annual Budget; and

WHEREAS, the Annual Budget for the Fiscal Year ending December 31, 2018 assumes a combined rate increase of 5.8% for the average residential customer due to specific rate increases of 9.7% for Water Delivery rates, 4.5% for Water Supply Fee rates, 3.6% for Wastewater rates, and 7.8% for Recycled Water rates; and

WHEREAS, projected revenue requirements for 2019 will require additional adjustments to all water delivery, water supply fee, wastewater, and recycled water rates effective on or about January 1, 2019 to provide sufficient funding to support the System’s projected revenue requirements for 2019; and

WHEREAS, those projected revenue requirements for the year ended December 31, 2019 require a combined rate increase of 4.7% for the average residential customer due to specific rate increases of 0.4% for Water Delivery rates, 4.3% for Water Supply Fee rates, 8.0% for Wastewater rates, and 1.8% for Recycled Water rates; and

WHEREAS, certain new special services fees and adjustments to certain existing special service fees effective January 1, 2018 are appropriate in order to recover the costs associated with providing the special service as much as possible; and

WHEREAS, amendments to certain sections of Chapter 34 of the City Code are recommended to reconcile outdated language related to special services fees with certain prior City Ordinances; and

WHEREAS, the Board desires to continue to assist in maintaining the charges for water to be affordable to all of its customers, especially for the low income residential customers; and

WHEREAS, the System has followed and continues to follow all applicable notification requirements for rate adjustments for water service; and

WHEREAS, the San Antonio City Council is empowered to approve and adopt such proposed adjustments to rates and charges; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Annual Budget of the System for the Fiscal Year ending December 31, 2018 as set forth in Attachment I; (ii) to submit the Annual Budget, as set forth in Attachment I, and a report detailing the estimated sources and uses of funds and the Capital Improvement Program for the Fiscal Year ending December 31, 2018 to the City Council for their review and consultation; (iii) to direct SAWS staff to submit an amendment of the 2018 Annual Budget to the Board for approval only if any of the following is projected to occur: the actual amount of funds available for deposit to the R&R – Unrestricted will be less than the amount shown in Attachment I or Debt Service and Expenses or Draw on Equity will be greater than the amount shown in Attachment I; (iv) to authorize the expenditure of funds for owner controlled construction changes for the year ending December 31, 2018 in an amount not to exceed $9,809,478.00; (v) to determine the necessity for adjustments to all water delivery, water supply fee, wastewater, and recycled water rates to support
the System’s 2018 Annual Budget and projected revenue requirements for 2019; (vi) to direct that a full report of the basis for the proposed 2018 and 2019 adjustments to all water delivery, water supply fee, wastewater, and recycled water rates be submitted to the City Council; (vii) to recommend that the City Council adopt such adjustments to the water delivery, water supply fee, wastewater, and recycled water rates effective for consumption on or about January 1, 2018 and January 1, 2019 as set forth in Attachment II; (viii) to recommend further that the City Council adopt certain rate-related amendments to Chapter 34 of the City Code of the City of San Antonio and the rate schedules incorporated therein as set forth in Attachment II; (ix) to determine the necessity for certain new special service fees and adjustments to certain existing special services fees; (x) to recommend that the City Council adopt such new special services fees and adjustments to existing special services fees effective January 1, 2018 and amendments to Chapter 34 of the City Code as set forth in Attachment III to include provisions for the automatic increase of certain of the special services fees based on the annual rate of inflation each year after 2018 or the annual percentage change in related service rates as appropriate; and (xi) to recommend that the City Council adopt amendments to Chapter 34 of the City Code to reconcile certain outdated sections related to special services fees with certain prior City Ordinances as set forth in Attachment IV; now, therefore:

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

1. That the Annual Budget of the System for the Fiscal Year ending December 31, 2018 as set forth in Attachment I is hereby approved; such Annual Budget is incorporated herein by reference and a report detailing the estimated sources and uses of funds and the Capital Improvement Program for the fiscal year ending December 31, 2018 is available for inspection at the office of the Board of Trustees Administrator. Capitalized terms utilized hereby and not defined shall have the meanings ascribed in the Creation Ordinance.

2. That the submittal of the Annual Budget, as set forth in Attachment I, and a report detailing the estimated sources and uses of funds and the Capital Improvement Program for the Fiscal Year ending December 31, 2018 for the System to the City Council for their review and consultation, pursuant to the City Ordinance No. 75686 is hereby authorized.

3. That the Board directs System staff to submit an amendment of the 2018 Annual Budget to the Board for approval in the event the actual amount Available for R&R – Unrestricted will be less than the amount shown in Attachment I or Debt Service and Expenses or Draw on Equity will be greater than the amount shown in Attachment I.

4. That the necessity for adjustments to all water delivery, water supply fee, wastewater, and recycled water rates to support the System’s 2018 Annual Budget and projected revenue requirements for 2019 is hereby determined.

5. That the submission of a full report of the basis for the proposed 2018 and 2019 adjustments to all water delivery, water supply fee, wastewater, and recycled water rates is hereby directed to be made to the City Council.
7. That the adoption by the City Council of such adjustments to the water delivery, water supply fee, wastewater, and recycled water rates effective for consumption on or about January 1, 2018 and January 1, 2019 as set forth in Attachment II is hereby recommended.

8. That the adoption of certain rate-related amendments to Chapter 34 of the City Code of the City of San Antonio and the Rate Schedules incorporated therein, all as set forth in Attachment II, by the City Council is hereby recommended.

9. That the necessity for certain new special service fees and adjustments to certain existing special services fees is hereby determined.

10. That the adoption of such new special services fees and adjustments to existing special services fees effective January 1, 2018 and amendments to Chapter 34 of the City Code as set forth in Attachment III to include provisions for the automatic increase in certain of the special services fees based on the annual rate of inflation each year after 2018 or the annual percentage change in related service rates as appropriate, by the City Council is hereby recommended.

11. That the adoption of amendments to Chapter 34 of the City Code to reconcile certain outdated sections related to special services fees with certain prior City Ordinances as set forth in Attachment IV by the City Council is hereby recommended.

12. 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.

13. If any part, section, paragraph, sentence, phrase, or word of this Resolution is for any reason held to be unconstitutional, illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision hereof 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.

14. That this Resolution shall take effect immediately from and upon passage hereof.
PASSED AND APPROVED this 7th day of November, 2017.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
## ATTACHMENT I
San Antonio Water System
2018 Annual Budget
Estimated Sources and Uses of Funds

### Sources of Funds

<table>
<thead>
<tr>
<th>Source</th>
<th>Millions $</th>
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<tbody>
<tr>
<td>Operating Revenues</td>
<td>696.2</td>
</tr>
<tr>
<td>Non-operating Revenues</td>
<td>11.3</td>
</tr>
<tr>
<td>Draw on Equity</td>
<td>1.4</td>
</tr>
<tr>
<td>Capital Recovery Fees</td>
<td>72.9</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$781.8</strong></td>
</tr>
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</table>

### Uses of Funds

<table>
<thead>
<tr>
<th>Category</th>
<th>Millions $</th>
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<tr>
<td>Operations and Maintenance</td>
<td>339.7</td>
</tr>
<tr>
<td>Debt Service &amp; Expenses</td>
<td>236.2</td>
</tr>
<tr>
<td>Transfer to COSA</td>
<td>18.1</td>
</tr>
<tr>
<td>Available for R&amp;R – Restricted</td>
<td>75.3</td>
</tr>
<tr>
<td>Available for R&amp;R – Unrestricted</td>
<td>112.5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$781.8</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT II

RATE-RELATED AMENDMENTS TO CHAPTER 34, ARTICLE II OF THE SAN ANTONIO CITY CODE

The City Code of the City of San Antonio Chapter 34, Water and Sewers, Article II, Water Service and Rates, Section 34-121, Establishment of Rate Schedules is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Article II. Water Service and Rates

Section 34-121. Establishment of Rates and Schedules

The schedule of water service rates and charges contained in Schedule A relating to residential water customers, the schedule of water service rates and charges contained in Schedule B relating to general water customers, the schedule of water service rates and charges in Schedule C relating to wholesale water customers, and the schedule of water service rates and charges in Schedule D for irrigation water rates, as amended, attached hereto shall be effective for all consumption on or about January 1, 2017 2018 and on or about January 1, 2019, as appropriate, and shall be the lawful rates for water service to be charged by the System.

The City Code of the City of San Antonio Chapter 34, Water and Sewers, Article II, Water Service and Rates, Section 34-122, Rate Schedules is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Section 34-122. Rate Schedules

Rate Schedules A, B, C and D relating to residential, general and wholesale, and irrigation customers are hereby amended and shall hereinafter read as attached hereto and incorporated herein.
RATE-RELATED AMENDMENTS TO CHAPTER 34, ARTICLE III OF THE SAN ANTONIO CITY CODE

The City Code of the City of San Antonio Chapter 34, Water and Sewers, Article III, Sewer Service and Rates, Section 34-226, Establishment of Rates and Schedules, is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Article III, Sewer Service and Rates

Rate Schedules A, B, and C relating to wastewater residential, general, and wholesale customers are hereby amended and shall hereinafter read as attached hereto and incorporated herein.

Section 34.226. Establishment of Rates and Schedules, Rates Schedules and Affordability Discount Analysis

The schedule of sewer service rates and charges contained in Schedule A for residential sewer service customers, the schedule of sewer service rates and charges contained in Schedule B for general sewer service customers, and the sewer service rates and charges contained in Schedule C for wholesale sewer service customers, as amended attached hereto, shall be effective for all consumption on or about January 1, 2017 and on or about January 1, 2019, as appropriate, and shall be the lawful rates for sewer service to be charged by the System except as specified below:

Customers approved by the SAWS for participation in the Flat Rate Sewer Program in accordance with Section 34-226.2 shall pay sewer charges as required under the Flat Rate Sewer Program.

Rate Schedules A, B and C relating to sewer service for residential, general and wholesale customers are hereby amended and shall hereinafter read as attached hereto and incorporated herein.
RATE-RELATED AMENDMENTS TO CHAPTER 34, ARTICLE VIII OF THE SAN ANTONIO CITY CODE

The City Code of the City of San Antonio Chapter 34, Water and Sewers, Article VIII, Recycled Water Service and Rates is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Article VIII, Recycled Water Service and Rates

Section 34-1301. Establishment of Rates.

The rates and charges for recycled water service which will be applied to all recycled water consumption beginning on or about January 1, 2017 2018 and on or about January 1, 2019, as appropriate, are set out in Schedule F to this Chapter and shall be the lawful rates for recycled water service to be charged by the System.
RATE-RELATED AMENDMENTS TO CHAPTER 34, ARTICLE IX OF THE SAN ANTONIO CITY CODE

The City Code of the City of San Antonio Chapter 34, Water and Sewers, Article IX, Water Supply Fee is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Article IX, Water Supply Fee

Section 34-1345. Water Supply Fee Schedule

The Water Supply Fee which will be applied to all consumption beginning on or about January 1, 2017 2018 and on or about January 1, 2019, as appropriate, is set out in Schedule E to this Chapter. Such water supply fee schedule shall remain in effect as set out in Schedule E until the System's Board of Trustees and Council of the City of San Antonio determine that an additional adjustment is necessary to most effectively meet the water supply development needs of system customers.
### SCHEDULE A

**RESIDENTIAL CLASS WATER AND SEWER RATE SCHEDULES**

San Antonio, Texas

Effective for Consumption on or about January 1, 2018

Water service charges for all metered residential water connections INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service. Schedules below are reduced by $2.32 if usage does not exceed 2,992 gallons monthly sewer usage. Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 6,733 gallons monthly sewer usage.

**MONTHLY SERVICE AVAILABILITY CHARGES**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge*</th>
<th>Sewer Service Availability Charge</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$13.64</td>
<td>$12.06</td>
<td>$2,992 Gallons</td>
<td>$0.0672</td>
<td>$0.1290</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$15.44</td>
<td>$14.28</td>
<td>$4,489 Gallons</td>
<td>$0.1176</td>
<td>$0.2112</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$22.90</td>
<td>$21.22</td>
<td>$5,985 Gallons</td>
<td>$0.1511</td>
<td>$0.2774</td>
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<tr>
<td>1-1/2&quot;</td>
<td>$41.63</td>
<td>$37.32</td>
<td>$7,481 Gallons</td>
<td>$0.2026</td>
<td>$0.3450</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$64.68</td>
<td>$58.45</td>
<td>$10,473 Gallons</td>
<td>$0.2454</td>
<td>$0.4312</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$116.53</td>
<td>$109.80</td>
<td>$14,962 Gallons</td>
<td>$0.2764</td>
<td>$0.5174</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$191.42</td>
<td>$179.94</td>
<td>$20,199 Gallons</td>
<td>$0.3316</td>
<td>$0.5932</td>
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<tr>
<td>6&quot;</td>
<td>$378.05</td>
<td>$349.45</td>
<td>Over 20,199</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$603.67</td>
<td>$559.56</td>
<td>Over 20,199</td>
<td>$0.4790</td>
<td>$0.8274</td>
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<tr>
<td>10&quot;</td>
<td>$865.51</td>
<td>$808.64</td>
<td>Over 20,199</td>
<td>$0.4790</td>
<td>$0.8274</td>
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<tr>
<td>12&quot;</td>
<td>$1,645.61</td>
<td>$1,520.44</td>
<td>Over 20,199</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
</tbody>
</table>

*Water Service Availability Charge shall be reduced by $2.32 if usage does not exceed 2,992 gallons.

Water service charges for all metered residential water connections INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Schedules below are reduced by $2.32 if usage does not exceed 2,992 gallons monthly sewer usage. Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 6,733 gallons monthly sewer usage.

**MONTHLY VOLUME CHARGES**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service - Block Threshold</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$13.64</td>
<td>$2,992 Gallons</td>
<td>$0.0672</td>
<td>$0.1290</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$15.44</td>
<td>$4,489 Gallons</td>
<td>$0.1176</td>
<td>$0.2112</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$22.90</td>
<td>$5,985 Gallons</td>
<td>$0.1511</td>
<td>$0.2774</td>
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<tr>
<td>1-1/2&quot;</td>
<td>$41.63</td>
<td>$7,481 Gallons</td>
<td>$0.2026</td>
<td>$0.3450</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$64.68</td>
<td>$10,473 Gallons</td>
<td>$0.2454</td>
<td>$0.4312</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$116.53</td>
<td>$14,962 Gallons</td>
<td>$0.2764</td>
<td>$0.5174</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$191.42</td>
<td>$20,199 Gallons</td>
<td>$0.3316</td>
<td>$0.5932</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$378.05</td>
<td>$20,199 Gallons</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$603.67</td>
<td>$20,199 Gallons</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$865.51</td>
<td>$20,199 Gallons</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$1,645.61</td>
<td>$20,199 Gallons</td>
<td>$0.4790</td>
<td>$0.8274</td>
</tr>
</tbody>
</table>

*Water Service Availability Charge shall be reduced by $2.32 if usage does not exceed 2,992 gallons.
Water service charges for all metered residential water connections INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.  Sewer service charges for all metered residential water connections INSIDE THE CITY LIMITS shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to average monthly water usage for 90 days during three consecutive billing periods beginning after November 15 and ending on or about March 15 of each year and are billed according to the schedule below.  Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 5,985 gallons monthly sewer usage.  Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 5/8" meter size.

**MONTHLY SERVICE AVAILABILITY CHARGES**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge*</th>
<th>Sewer Service Availability Charge</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
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<tbody>
<tr>
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<td>$16.19 (10,473)</td>
<td>$7.06 (4,489)</td>
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<td>$0.0958</td>
<td>0.0962</td>
<td>2,992 Gallons</td>
<td>$0.0962</td>
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<tr>
<td>4&quot;</td>
<td>$24.32 (14,962)</td>
<td>$10.94 (7,481)</td>
<td>6,275 Gallons</td>
<td>$0.1293</td>
<td>0.1295</td>
<td>6,275 Gallons</td>
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<tr>
<td>6&quot;</td>
<td>$41.41 (20,199)</td>
<td>$18.15 (10,473)</td>
<td>8,853 Gallons</td>
<td>$0.1981</td>
<td>0.1983</td>
<td>8,853 Gallons</td>
<td>$0.1983</td>
<td>0.1983</td>
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<tr>
<td>8&quot;</td>
<td>$66.80 (25,495)</td>
<td>$29.04 (14,962)</td>
<td>11,531 Gallons</td>
<td>$0.2458</td>
<td>0.2460</td>
<td>11,531 Gallons</td>
<td>$0.2460</td>
<td>0.2460</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$89.47 (30,886)</td>
<td>$39.95 (17,135)</td>
<td>14,199 Gallons</td>
<td>$0.2934</td>
<td>0.2936</td>
<td>14,199 Gallons</td>
<td>$0.2936</td>
<td>0.2936</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$124.20 (36,214)</td>
<td>$55.38 (18,485)</td>
<td>16,962 Gallons</td>
<td>$0.3493</td>
<td>0.3501</td>
<td>16,962 Gallons</td>
<td>$0.3501</td>
<td>0.3501</td>
</tr>
</tbody>
</table>

**MONTHLY VOLUME CHARGES**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge*</th>
<th>Sewer Service Availability Charge</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2&quot;</td>
<td>$14.38 (5,985)</td>
<td>$6.72 (2,992)</td>
<td>2,992 Gallons</td>
<td>$0.0622</td>
<td>0.0624</td>
<td>2,992 Gallons</td>
<td>$0.0624</td>
<td>0.0624</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$26.44 (14,962)</td>
<td>$12.56 (7,481)</td>
<td>6,275 Gallons</td>
<td>$0.1716</td>
<td>0.1717</td>
<td>6,275 Gallons</td>
<td>$0.1717</td>
<td>0.1717</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$41.41 (20,199)</td>
<td>$18.15 (10,473)</td>
<td>8,853 Gallons</td>
<td>$0.2304</td>
<td>0.2305</td>
<td>8,853 Gallons</td>
<td>$0.2305</td>
<td>0.2305</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$66.80 (25,495)</td>
<td>$29.04 (14,962)</td>
<td>11,531 Gallons</td>
<td>$0.2791</td>
<td>0.2792</td>
<td>11,531 Gallons</td>
<td>$0.2792</td>
<td>0.2792</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$89.47 (30,886)</td>
<td>$39.95 (17,135)</td>
<td>14,199 Gallons</td>
<td>$0.3278</td>
<td>0.3279</td>
<td>14,199 Gallons</td>
<td>$0.3279</td>
<td>0.3279</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$124.20 (36,214)</td>
<td>$55.38 (18,485)</td>
<td>16,962 Gallons</td>
<td>$0.3865</td>
<td>0.3866</td>
<td>16,962 Gallons</td>
<td>$0.3866</td>
<td>0.3866</td>
</tr>
</tbody>
</table>

Water service charges for all metered residential water connections OUTSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.  Sewer service charges for all metered residential water connections OUTSIDE THE CITY LIMITS shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to average monthly water usage for 90 days during three consecutive billing periods beginning after November 15 and ending on or about March 15 of each year and are billed according to the schedule below.  Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 5,985 gallons monthly sewer usage.  Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 5/8" meter size.

**MONTHLY SERVICE AVAILABILITY CHARGES**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge*</th>
<th>Sewer Service Availability Charge</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
<th>Usage Gallon - Block Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2&quot;</td>
<td>$14.38 (5,985)</td>
<td>$6.72 (2,992)</td>
<td>2,992 Gallons</td>
<td>$0.0622</td>
<td>0.0624</td>
<td>2,992 Gallons</td>
<td>$0.0624</td>
<td>0.0624</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$26.44 (14,962)</td>
<td>$12.56 (7,481)</td>
<td>6,275 Gallons</td>
<td>$0.1716</td>
<td>0.1717</td>
<td>6,275 Gallons</td>
<td>$0.1717</td>
<td>0.1717</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$41.41 (20,199)</td>
<td>$18.15 (10,473)</td>
<td>8,853 Gallons</td>
<td>$0.2304</td>
<td>0.2305</td>
<td>8,853 Gallons</td>
<td>$0.2305</td>
<td>0.2305</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$66.80 (25,495)</td>
<td>$29.04 (14,962)</td>
<td>11,531 Gallons</td>
<td>$0.2791</td>
<td>0.2792</td>
<td>11,531 Gallons</td>
<td>$0.2792</td>
<td>0.2792</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$89.47 (30,886)</td>
<td>$39.95 (17,135)</td>
<td>14,199 Gallons</td>
<td>$0.3278</td>
<td>0.3279</td>
<td>14,199 Gallons</td>
<td>$0.3279</td>
<td>0.3279</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$124.20 (36,214)</td>
<td>$55.38 (18,485)</td>
<td>16,962 Gallons</td>
<td>$0.3865</td>
<td>0.3866</td>
<td>16,962 Gallons</td>
<td>$0.3866</td>
<td>0.3866</td>
</tr>
</tbody>
</table>

Water service charges for all metered residential water connections OUTSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.
Water service charges for all metered General Class water connections INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. For a new general class water customer who does not have a record of prior-year consumption history in order to establish a base use, a default base amount shall be assigned using the average monthly consumption for the prior calendar year for the average apartment, general or industrial account (as applicable) having the same meter size and sub-classification as the customer. A table of average monthly consumptions by general class sub-classification and meter size shall be updated annually by SAWS with actual prior calendar year consumption history information to serve as the source of default base amount assignments. Water service charges for all metered General Class water connections OUTSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below. Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 2" meter size.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>5/8&quot;</th>
<th>3/4&quot;</th>
<th>1&quot;</th>
<th>1-1/2&quot;</th>
<th>2&quot;</th>
<th>3&quot;</th>
<th>4&quot;</th>
<th>6&quot;</th>
<th>8&quot;</th>
<th>10&quot;</th>
<th>12&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>$12.58</td>
<td>$17.92</td>
<td>$28.74</td>
<td>$55.65</td>
<td>$87.88</td>
<td>$163.10</td>
<td>$270.24</td>
<td>$530.61</td>
<td>$862.31</td>
<td>$1,214.78</td>
<td>$2,114.31</td>
</tr>
<tr>
<td>Sewer</td>
<td>$12.98</td>
<td>$14.28</td>
<td>$16.22</td>
<td>$22.74</td>
<td>$32.45</td>
<td>$48.89</td>
<td>$97.34</td>
<td>$162.23</td>
<td>$259.56</td>
<td>$389.36</td>
<td>$619.14</td>
</tr>
<tr>
<td>Rate Per 100 Gallons</td>
<td>$13.80</td>
<td>$19.71</td>
<td>$31.53</td>
<td>$61.05</td>
<td>$96.40</td>
<td>$179.02</td>
<td>$297.00</td>
<td>$591.95</td>
<td>$945.95</td>
<td>$1,350.70</td>
<td>$2,794.80</td>
</tr>
<tr>
<td>Over 1,496 Gallons</td>
<td>$14.35</td>
<td>$14.79</td>
<td>$16.80</td>
<td>$23.53</td>
<td>$33.62</td>
<td>$67.23</td>
<td>$100.83</td>
<td>$168.07</td>
<td>$268.90</td>
<td>$382.38</td>
<td>$755.14</td>
</tr>
</tbody>
</table>

*The Base Use is defined as 100% of the Annual Average Consumption*
Water service charges for all metered General Class water connections INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. For a new general class water customer who does not have a record of prior-year consumption history in order to establish a base use, a default base amount shall be assigned using the average monthly consumption for the prior calendar year for the average apartment, general or industrial account (as applicable) having the same meter size and sub-classification as the customer. A table of average monthly consumptions by general class sub-classification and meter size shall be updated annually by SAWS with actual prior calendar year consumption history information to serve as the source of default base amount assignments. Sewer service charges for all metered General Class water connections INSIDE THE CITY LIMITS shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below.

Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 2" meter size.

### MONTHLY SERVICE AVAILABILITY CHARGES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability</th>
<th>Sewer Service Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$13.80</td>
<td>$13.45</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$19.71</td>
<td>$14.79</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$31.53</td>
<td>$16.80</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$61.06</td>
<td>$23.53</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$96.40</td>
<td>$33.62</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$179.02</td>
<td>$67.23</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$297.60</td>
<td>$108.84</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$591.05</td>
<td>$168.07</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$945.05</td>
<td>$268.90</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,358.90</td>
<td>$403.38</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,538.80</td>
<td>$532.83</td>
</tr>
</tbody>
</table>

*The Base Use is defined as 100% of the Annual Average Consumption of San Antonio, Texas*

### MONTHLY VOLUME CHARGES

<table>
<thead>
<tr>
<th>Usage Gallons</th>
<th>Rate Per 100 Gallons</th>
<th>Usage Gallons</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base*</td>
<td>1,496 Gallons</td>
<td>$0.0000</td>
<td>1,496 Gallons</td>
</tr>
<tr>
<td>&gt;125% of Base</td>
<td>$0.4159</td>
<td>$0.3851</td>
<td></td>
</tr>
<tr>
<td>&gt;175% of Base</td>
<td>$0.4992</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Base Use is defined as 100% of the Annual Average Consumption*
SCHEDULE C
WHOLESALE CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas
Effective for Consumption on or about January 1, 2018

Water service charges for all metered wholesale water connections shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Sewer service charges for all metered wholesale water connections shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge</th>
<th>Sewer Service Availability Charge</th>
<th>Water Service Monthly Volume Charge</th>
<th>Sewer Service Monthly Volume Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>$489.24</td>
<td>$303.94</td>
<td>$536.70</td>
<td>$314.88</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$781.36</td>
<td>$303.94</td>
<td>$857.15</td>
<td>$314.88</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,122.14</td>
<td>$303.94</td>
<td>$1,230.99</td>
<td>$314.88</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,085.85</td>
<td>$303.94</td>
<td>$2,299.15</td>
<td>$314.88</td>
</tr>
</tbody>
</table>

*The Base Use is defined as 100% of the Annual Average Consumption as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.

† Wholesale water service will not be provided through a meter smaller than 6" in order to comply with fire-flow requirements and the “Criteria for Water Supply and Distribution in the City of San Antonio and its Extraterritorial Jurisdiction.”
SCHEDULE C
WHOLESALE CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas
Effective for Consumption on or about January 1, 2019

Water service charges for all metered wholesale water connections shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Sewer service charges for all metered wholesale water connections shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Water Service Availability Charge</th>
<th>Sewer Service Availability Charge</th>
<th>Water Service Usage Gallon Threshold</th>
<th>Rate Per 100 Gallons</th>
<th>Sewer Service Usage Gallon Threshold</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>$536.70</td>
<td>$314.88</td>
<td>$538.85</td>
<td>$340.07</td>
<td>$0.2091</td>
<td></td>
</tr>
<tr>
<td>8&quot;</td>
<td>$857.15</td>
<td>$314.88</td>
<td>$860.58</td>
<td>$340.07</td>
<td>$0.6274</td>
<td></td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,230.99</td>
<td>$314.88</td>
<td>$1,235.91</td>
<td>$340.07</td>
<td>$0.2099</td>
<td></td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,299.15</td>
<td>$314.88</td>
<td>$2,308.35</td>
<td>$340.07</td>
<td>$0.6299</td>
<td></td>
</tr>
</tbody>
</table>

*The Base Use is defined as 100% of the Annual Average Consumption as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.

† Wholesale water service will not be provided through a meter smaller than 6" in order to comply with fire-flow requirements and the "Criteria for Water Supply and Distribution in the City of San Antonio and its Extraterritorial Jurisdiction."
## SCHEDULE D
### IRRIGATION CLASS WATER AND SEWER RATE SCHEDULES
#### SAN ANTONIO WATER SYSTEM
San Antonio, Texas
Effective for Consumption on or about January 1, 2018

Water service charges for all irrigation water service **INSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

### MONTHLY
#### SERVICE AVAILABILITY CHARGE
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Service Availability Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$12.58</td>
<td>$13.80</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$17.97</td>
<td>$19.71</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$28.74</td>
<td>$31.05</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$55.65</td>
<td>$60.05</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$87.88</td>
<td>$94.10</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$163.49</td>
<td>$179.80</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$270.74</td>
<td>$297.00</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$539.61</td>
<td>$575.95</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$862.31</td>
<td>$915.90</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,238.80</td>
<td>$1,358.90</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,797.97</td>
<td>$3,069.37</td>
</tr>
</tbody>
</table>

Water service charges for all irrigation water service **OUTSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

### MONTHLY
#### SERVICE AVAILABILITY CHARGES
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Service Availability Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$15.38</td>
<td>$16.87</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$21.90</td>
<td>$24.02</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$34.91</td>
<td>$38.30</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$67.43</td>
<td>$73.97</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$106.41</td>
<td>$116.73</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$197.45</td>
<td>$216.60</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$327.45</td>
<td>$359.21</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$652.52</td>
<td>$715.81</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1,042.61</td>
<td>$1,143.74</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,497.60</td>
<td>$1,642.97</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,797.97</td>
<td>$3,069.37</td>
</tr>
</tbody>
</table>

### MONTHLY VOLUME CHARGES

<table>
<thead>
<tr>
<th>Usage Gallon</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,229 Gallons</td>
<td>$0.2980</td>
</tr>
<tr>
<td>17,954 Gallons</td>
<td>0.4183</td>
</tr>
<tr>
<td>Over 162,316 Gallons</td>
<td>0.5379</td>
</tr>
<tr>
<td>8,229 Gallons</td>
<td>0.3279</td>
</tr>
<tr>
<td>17,954 Gallons</td>
<td>0.4589</td>
</tr>
<tr>
<td>162,316 Gallons</td>
<td>0.5901</td>
</tr>
<tr>
<td>162,316 Gallons</td>
<td>0.7540</td>
</tr>
<tr>
<td>8,229 Gallons</td>
<td>0.4262</td>
</tr>
<tr>
<td>17,954 Gallons</td>
<td>0.5967</td>
</tr>
<tr>
<td>162,316 Gallons</td>
<td>0.7671</td>
</tr>
<tr>
<td>Over 162,316 Gallons</td>
<td>0.9802</td>
</tr>
</tbody>
</table>
SCHEDULE D
IRRIGATION CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas
Effective for Consumption on or about January 1, 2019

Water service charges for all irrigation water service INSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Service Availability Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$13.80</td>
<td>$13.86</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$19.71</td>
<td>$19.79</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$31.53</td>
<td>$31.29</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$61.05</td>
<td>$61.29</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$96.40</td>
<td>$96.79</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$179.02</td>
<td>$179.73</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$297.00</td>
<td>$298.19</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$591.95</td>
<td>$594.32</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$945.95</td>
<td>$949.73</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,438.97</td>
<td>$1,464.34</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$2,588.80</td>
<td>$2,548.96</td>
</tr>
</tbody>
</table>

Water service charges for all irrigation water service OUTSIDE THE CITY LIMITS of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Service Availability Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$16.87</td>
<td>$16.94</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$24.02</td>
<td>$24.12</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$38.30</td>
<td>$38.45</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$73.97</td>
<td>$74.27</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$116.73</td>
<td>$117.20</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$216.60</td>
<td>$217.47</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$359.24</td>
<td>$360.65</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$715.81</td>
<td>$718.67</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1,143.74</td>
<td>$1,148.31</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,642.97</td>
<td>$1,649.54</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$3,069.37</td>
<td>$3,081.65</td>
</tr>
</tbody>
</table>
The Water Supply Fee shall be assessed on all potable water service for water usages in every instance of service for each month or fraction thereof according to the schedule below.

<table>
<thead>
<tr>
<th>Rate Class</th>
<th>Usage Gallon - Block Threshold</th>
<th>Fee to be Assessed (per 100 gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>2,992 Gallons</td>
<td>$0.0954</td>
</tr>
<tr>
<td></td>
<td>4,489 Gallons</td>
<td>$0.1669</td>
</tr>
<tr>
<td></td>
<td>5,995 Gallons</td>
<td>$0.2145</td>
</tr>
<tr>
<td></td>
<td>7,481 Gallons</td>
<td>$0.2623</td>
</tr>
<tr>
<td></td>
<td>10,473 Gallons</td>
<td>$0.3140</td>
</tr>
<tr>
<td></td>
<td>14,962 Gallons</td>
<td>$0.3577</td>
</tr>
<tr>
<td></td>
<td>20,199 Gallons</td>
<td>$0.4292</td>
</tr>
<tr>
<td></td>
<td>Over 20,199 Gallons</td>
<td>$0.6198</td>
</tr>
<tr>
<td>General</td>
<td>Base*</td>
<td>$0.1799</td>
</tr>
<tr>
<td></td>
<td>125% of Base</td>
<td>$0.2070</td>
</tr>
<tr>
<td></td>
<td>175% of Base</td>
<td>$0.2699</td>
</tr>
<tr>
<td></td>
<td>Over 175% of Base</td>
<td>$0.3149</td>
</tr>
<tr>
<td>Wholesale</td>
<td>Base**</td>
<td>$0.2344</td>
</tr>
<tr>
<td></td>
<td>Over Base</td>
<td>$0.7033</td>
</tr>
<tr>
<td>Irrigation</td>
<td>8,229 Gallons</td>
<td>$0.2354</td>
</tr>
<tr>
<td></td>
<td>17,954 Gallons</td>
<td>$0.3296</td>
</tr>
<tr>
<td></td>
<td>162,316 Gallons</td>
<td>$0.4238</td>
</tr>
<tr>
<td></td>
<td>Over 162,316 Gallons</td>
<td>$0.5416</td>
</tr>
</tbody>
</table>

*The Base Use for the General Class is defined as 100% of the Annual Average Consumption

**The Base Use for the Wholesale Class is defined as 100% of the Annual Average Consumption or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.
The Water Supply Fee shall be assessed on all potable water service for water usages in every instance of service for each month or fraction thereof according to the schedule below.

<table>
<thead>
<tr>
<th>Rate Class</th>
<th>Usage Gallons</th>
<th>Fee to be Assessed (per 100 gallons)</th>
<th>Rate Class</th>
<th>Usage Gallons</th>
<th>Fee to be Assessed (per 100 gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>2,992 Gallons</td>
<td>$0.0997</td>
<td>Residential</td>
<td>2,992 Gallons</td>
<td>$0.1040</td>
</tr>
<tr>
<td></td>
<td>4,489 Gallons</td>
<td>$0.1744</td>
<td></td>
<td>4,489 Gallons</td>
<td>$0.1819</td>
</tr>
<tr>
<td></td>
<td>5,985 Gallons</td>
<td>$0.2442</td>
<td></td>
<td>5,985 Gallons</td>
<td>$0.2338</td>
</tr>
<tr>
<td></td>
<td>7,481 Gallons</td>
<td>$0.2741</td>
<td></td>
<td>7,481 Gallons</td>
<td>$0.2859</td>
</tr>
<tr>
<td></td>
<td>10,473 Gallons</td>
<td>$0.3240</td>
<td></td>
<td>10,473 Gallons</td>
<td>$0.3379</td>
</tr>
<tr>
<td></td>
<td>14,962 Gallons</td>
<td>$0.3738</td>
<td></td>
<td>14,962 Gallons</td>
<td>$0.3899</td>
</tr>
<tr>
<td></td>
<td>20,199 Gallons</td>
<td>$0.4485</td>
<td></td>
<td>20,199 Gallons</td>
<td>$0.4678</td>
</tr>
<tr>
<td></td>
<td>Over 20,199 Gallons</td>
<td>$0.6477</td>
<td></td>
<td>Over 20,199 Gallons</td>
<td>$0.6756</td>
</tr>
<tr>
<td>General</td>
<td>Base*</td>
<td>$0.1880</td>
<td>General</td>
<td>Base*</td>
<td>$0.1961</td>
</tr>
<tr>
<td></td>
<td>125% of Base</td>
<td>$0.2163</td>
<td></td>
<td>125% of Base</td>
<td>$0.2256</td>
</tr>
<tr>
<td></td>
<td>175% of Base</td>
<td>$0.2820</td>
<td></td>
<td>175% of Base</td>
<td>$0.2941</td>
</tr>
<tr>
<td></td>
<td>Over 175% of Base</td>
<td>$0.3291</td>
<td></td>
<td>Over 175% of Base</td>
<td>$0.3433</td>
</tr>
<tr>
<td>Wholesale</td>
<td>Base**</td>
<td>$0.2449</td>
<td>Wholesale</td>
<td>Base**</td>
<td>$0.2554</td>
</tr>
<tr>
<td></td>
<td>Over Base</td>
<td>$0.7349</td>
<td></td>
<td>Over Base</td>
<td>$0.7665</td>
</tr>
<tr>
<td>Irrigation</td>
<td>8,229 Gallons</td>
<td>$0.2460</td>
<td>Irrigation</td>
<td>8,229 Gallons</td>
<td>$0.2566</td>
</tr>
<tr>
<td></td>
<td>17,954 Gallons</td>
<td>$0.3444</td>
<td></td>
<td>17,954 Gallons</td>
<td>$0.3592</td>
</tr>
<tr>
<td></td>
<td>162,316 Gallons</td>
<td>$0.4429</td>
<td></td>
<td>162,316 Gallons</td>
<td>$0.4619</td>
</tr>
<tr>
<td></td>
<td>Over 162,316 Gallons</td>
<td>$0.5660</td>
<td></td>
<td>Over 162,316 Gallons</td>
<td>$0.5903</td>
</tr>
</tbody>
</table>

*The Base Use for the General Class is defined as 100% of the Annual Average Consumption

**The Base Use for the Wholesale Class is defined as 100% of the Annual Average Consumption or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.
### SCHEDULE F
**RECYCLED WATER RATE SCHEDULES**
**SAN ANTONIO WATER SYSTEM**
San Antonio, Texas

Effective for Consumption on or about January 1, 2018

Water service charges for all recycled water service shall be the sum of the appropriate Service Availability Charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the appropriate schedule below.

### EDWARDS EXCHANGE CUSTOMERS

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Usage Blocks</th>
<th>Standard Rate Per 100 Gallons</th>
<th>Seasonal Rate Per 100 Gallons</th>
<th>Standard Rate Per 100 Gallons</th>
<th>Seasonal Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$11.24</td>
<td>12.12</td>
<td>$0.02</td>
<td>$0.0296</td>
<td>$0.0319</td>
<td>$0.0319</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>14.63</td>
<td>15.77</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&quot;</td>
<td>19.06</td>
<td>20.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>30.20</td>
<td>32.65</td>
<td>$0.1109</td>
<td>$0.1129</td>
<td>$0.1196</td>
<td>$0.1271</td>
</tr>
<tr>
<td>2&quot;</td>
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<td>47.74</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3&quot;</td>
<td>117.70</td>
<td>126.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4&quot;</td>
<td>125.69</td>
<td>188.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6&quot;</td>
<td>334.00</td>
<td>360.05</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8&quot;</td>
<td>503.46</td>
<td>542.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10&quot;</td>
<td>690.35</td>
<td>744.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12&quot;</td>
<td>851.78</td>
<td>918.22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NON EDWARDS EXCHANGE CUSTOMERS

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Usage Blocks</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$11.24</td>
<td>12.12</td>
<td>$0.1187</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>14.63</td>
<td>15.77</td>
<td>$0.1276</td>
</tr>
<tr>
<td>1&quot;</td>
<td>19.06</td>
<td>20.55</td>
<td>$0.1288</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>30.20</td>
<td>32.65</td>
<td>$0.1308</td>
</tr>
<tr>
<td>2&quot;</td>
<td>44.20</td>
<td>47.74</td>
<td>$0.1388</td>
</tr>
<tr>
<td>3&quot;</td>
<td>117.70</td>
<td>126.98</td>
<td>$0.1376</td>
</tr>
<tr>
<td>4&quot;</td>
<td>125.69</td>
<td>188.75</td>
<td>$0.1388</td>
</tr>
<tr>
<td>6&quot;</td>
<td>334.00</td>
<td>360.05</td>
<td>$0.1376</td>
</tr>
<tr>
<td>8&quot;</td>
<td>503.46</td>
<td>542.73</td>
<td>$0.1388</td>
</tr>
<tr>
<td>10&quot;</td>
<td>690.35</td>
<td>744.20</td>
<td>$0.1388</td>
</tr>
<tr>
<td>12&quot;</td>
<td>851.78</td>
<td>918.22</td>
<td>$0.1388</td>
</tr>
</tbody>
</table>

The Volume Charge "Seasonal" Rate Per 100 Gallons shall be applied to all billings beginning on or about May 1 and ending after five complete billing months on or about September 30 of each year. At all other times the Volume Charge "Standard" Rate Per 100 Gallons shall be utilized.
SCHEDULE F
RECYCLED WATER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas

Effective for Consumption on or about January 1, 2019

Water service charges for all recycled water service shall be the sum of the appropriate Service Availability Charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the appropriate schedule below.

### EDWARDS EXCHANGE CUSTOMERS

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Usage Blocks</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8”</td>
<td>$12.12</td>
<td>12.34</td>
<td></td>
</tr>
<tr>
<td>3/4”</td>
<td>15.77</td>
<td>16.05</td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>20.55</td>
<td>20.92</td>
<td></td>
</tr>
<tr>
<td>1-1/2”</td>
<td>32.65</td>
<td>33.24</td>
<td></td>
</tr>
<tr>
<td>2”</td>
<td>47.54</td>
<td>48.60</td>
<td></td>
</tr>
<tr>
<td>3”</td>
<td>126.98</td>
<td>129.27</td>
<td></td>
</tr>
<tr>
<td>4”</td>
<td>188.75</td>
<td>192.15</td>
<td></td>
</tr>
<tr>
<td>6”</td>
<td>560.05</td>
<td>566.53</td>
<td></td>
</tr>
<tr>
<td>8”</td>
<td>542.23</td>
<td>552.50</td>
<td></td>
</tr>
<tr>
<td>10”</td>
<td>744.20</td>
<td>757.60</td>
<td></td>
</tr>
<tr>
<td>12”</td>
<td>918.22</td>
<td>934.75</td>
<td></td>
</tr>
</tbody>
</table>

### NON EDWARDS EXCHANGE CUSTOMERS

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Service Availability Charge</th>
<th>Usage Blocks</th>
<th>Rate Per 100 Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8”</td>
<td>$12.12</td>
<td>12.34</td>
<td></td>
</tr>
<tr>
<td>3/4”</td>
<td>15.77</td>
<td>16.05</td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>20.55</td>
<td>20.92</td>
<td></td>
</tr>
<tr>
<td>1-1/2”</td>
<td>32.65</td>
<td>33.24</td>
<td></td>
</tr>
<tr>
<td>2”</td>
<td>47.54</td>
<td>48.60</td>
<td></td>
</tr>
<tr>
<td>3”</td>
<td>126.98</td>
<td>129.27</td>
<td></td>
</tr>
<tr>
<td>4”</td>
<td>188.75</td>
<td>192.15</td>
<td></td>
</tr>
<tr>
<td>6”</td>
<td>560.05</td>
<td>566.53</td>
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<tr>
<td>8”</td>
<td>542.23</td>
<td>552.50</td>
<td></td>
</tr>
<tr>
<td>10”</td>
<td>744.20</td>
<td>757.60</td>
<td></td>
</tr>
<tr>
<td>12”</td>
<td>918.22</td>
<td>934.75</td>
<td></td>
</tr>
</tbody>
</table>

The Volume Charge “Seasonal” Rate Per 100 Gallons shall be applied to all billings beginning on or about May 1 and ending after five complete billing months on or about September 30 of each year. At all other times the Volume Charge “Standard” Rate Per 100 Gallons shall be utilized.
ATTACHMENT III

SPECIAL SERVICES FEES-RELATED AMENDMENTS TO CHAPTER 34 OF THE SAN ANTONIO CITY CODE

The City Code of the City of San Antonio Chapter 34 is hereby amended by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein.

Amend language as shown in the following section:

Section 34-2.01. Definitions.

Base use amount for general and wholesale water service customers. For general class water customers the base is defined as 100% of the average monthly water consumption with such amount being calculated by adding the monthly consumption, deducting irrigation use either calculated or metered, for the previous calendar year, and dividing the sum by twelve (12). For a new general class water customer who does not have a record of prior-year consumption history in order to establish a base use, a default base amount shall be assigned using the average monthly consumption for the prior calendar year for the average apartment, general or industrial account (as applicable) having the same meter size and sub-classification as the customer. A table of average monthly consumptions by general class sub-classification and meter size shall be updated annually by SAWS with actual prior calendar year consumption history information to serve as the source of default base amount assignments. For wholesale water service customers the base is defined as 100% of average monthly water consumption for the previous calendar year or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.

Amend language as shown in the following section:

Section 34-3.01. Deposits.

An advance deposit of an amount reasonably adequate to secure payment of the customer's final bill shall be required of all new customers. For a new residential water/wastewater account, the amount of the deposit shall be seventy-two dollars ($72.00) eighty-seven dollars ($87.00). For a new residential water/wastewater customer who qualifies for participation in the SAWS affordability program, the amount of the deposit shall be fifty-five dollars ($55.00) sixty-seven dollars ($67.00). For a new residential wastewater-only account, the amount of the deposit shall be thirty-six dollars ($36.00) forty-four dollars ($44.00). For a new residential wastewater-only account for a customer who qualifies for participation in the SAWS affordability program the amount of the deposit shall be eighteen dollars ($18.00) twenty-two dollars ($22.00). Such amounts for other types of accounts shall be determined in accordance with system Resolution No. 93-107, and as amended which establishes a policy for customer deposits. These deposit amounts are effective for new accounts established on or after January 1, 2018. The deposit amounts shall be adjusted on January 1 of each year thereafter by the percentage of any approved monthly charge change (greater than zero) for the next year in the monthly water and sewer charges for the average SAWS residential customer.
**Amend language as shown in the following section:**

**Section 34-3.07. - Encroachment or easement release application processing fee.**

A request to allow an encroachment on, over and/or across an existing SAWS easement or to release (in whole or in part) an existing SAWS easement must be submitted to SAWS development engineering services in accordance with procedures and requirements established by SAWS. The non-refundable application processing fee for the encroachment or release request is six hundred twenty-eight dollars ($628.00) seven hundred eighty dollars ($780.00). SAWS may require applicant to verify ownership, and if property owner is a legal entity, documentation will be required demonstrating applicant's authority to make an application on behalf of the entity. If the encroachment is approved by SAWS, an agreement, prepared by SAWS corporate real estate, will be entered into between the property owner and SAWS granting the encroachment. If the easement release request is approved, SAWS corporate real estate will either (i) if SAWS paid consideration for the easement, enter into negotiations the consideration for the full or partial release of the easement, or (ii) if the easement was dedicated to SAWS, prepare the release for SAWS execution. This fee amount is effective January 1, 2018. The fee amount shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fee charged does not exceed the cost of providing the service.

**Amend language as shown in the following section:**

**Section 34-5.01. - Routine reinstatement charges. Sewer service-only reinstatement charges.**

For SAWS sewer service customers who receive water service from a different utility, the system shall reinstate sewer service terminated for non-payment of charges upon payment by the customer of all outstanding and owing service charges as shown on the bill, plus reimbursement to SAWS of any additional fees as outlined below: paid by SAWS to the serving water utility for the shut-off and turn-on of the customer's account.

(a) A turn-on fee of ten dollars ($10.00), when such payment is made between the hours of 7:45 a.m. and 3:45 p.m. on regular working days of the system at any of the system's customer service locations.

(b) A turn-on fee of fifteen dollars ($15.00), when such payment is made at any other time.

(c) In the event a service call is made to terminate service for non-payment of charges the applicable turn-on fee shall be collected whether or not service is actually turned off.
Amend language as shown in the following section:

Section 34-5.02. Other reinstatement charges.

Additionally, under certain special conditions or events, the procedures and charges relative to reinstatement of water service are as follows:

(a) If a customer, whose service has been discontinued in accordance with Division 4 is found to have reinstated his water service at the curb stop without approval of the system, the customer's meter shall be removed to preclude illegal reinstatement of service by the customer, and an additional turn-on fee of ten dollars ($10.00) shall be added to the customer's account. If the customer is found to have damaged the meter or the associated valve or the associated lock, one or more of the following charges shall be added to the customer’s account depending on the piece of equipment damaged:

Valve tampering fee: $34.30 $60.00
Lock tampering fee: $38.30 $60.00
5/8” meter tampering fee: $62.30 $73.00
¾” meter tampering fee: $67.30 $92.00
1” meter tampering fee: $77.30 $119.00

These fee amounts are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

(b) In addition to the turn-on fees a charge of twenty-five dollars ($25.00) shall be added to the customer's account for the removal of each illegal straight connection. In addition, the customer shall be charged the cost of the estimated amount of water used between the time the customer's service was disconnected for non-payment and the time the customer's illegal straight connection was discovered. For a residential customer, the charge for the water used will be calculated using the winter average (see Sec. 34-226.1) for all SAWS residential customers. For a general class customer, the charge for water used will be calculated using the appropriate average monthly consumption amount by meter size listed in the table of average monthly consumptions by general class sub-classification and meter size as defined in Sec. 34-2.01.

(c) In addition to the turn-on fees, any meter/lock/valve tampering fees, estimated water usage charge, and straight connection removal fee, depending on the method selected by the system, a charge of seventy-eight dollars ($78.00) (service plug and removal fee) shall be added to the customer’s account for plugging of the service line or a charge of one hundred seventy-five dollars ($175.00) (service-capping fee) shall be added to the customer’s account for the capping of the service line.

(d) In addition to the turn-on fees, any meter/lock/valve tampering fees, estimated water usage charge, straight connection removal fee, service plug and removal fee, and or service-capping fee, a charge of twenty-five dollars ($25.00) shall be added to the customer’s account for the reinstallation of service.
(e) Full payment of all charges incurred including the turn-on-fees, any meter/lock/valve tampering fees, estimated water usage charge, straight connection removal fee, service plug and removal fee or service capping fee, and meter reinstallation fee must be paid prior to the reinstatement of service.

(f) If a customer presents a check or other negotiable instrument in payment of service fees that is not honored by the bank or other financial institution upon which the check or other negotiable instrument is drawn, a service charge of thirty dollars ($30.00) shall be added to the amount due the system by the customer; provided, however, that if the instrument is returned by the financial institution because of error on its part, the service charge will not be added.

(g) In addition to the foregoing there shall be deposited an amount reasonably adequate to secure payment of the customer's final bill. Such amount shall be determined in accordance with System Resolution No. 93-107, and as amended, which establishes a policy for customer deposits.

Add the following section:

Section 34-106. Pipeline damage cost recovery fees.

The following fees are established for the purpose of recovering certain costs incurred by SAWS in connection with each instance of damage to a SAWS pipeline from the party which caused the damage:

(a) Dispatch fee for response to damaged mains: forty-eight dollars ($48.00) per instance reported to the SAWS emergency operations center.

(b) Flowable fill and bulk material usage fee: two hundred thirty-six dollars ($236.00) per instance reported to the SAWS emergency operations center.

(c) The amounts for the dispatch fee, and the flowable fill and bulk material usage fee are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

(d) Lost water charge: the cost of water lost as a result of each instance of damage to a pipeline shall be recovered through the assessment on the estimated water loss volume of the current highest tier water supply fee rate assessed by SAWS, the current highest tier outside-the-city-limits (OCL) water delivery rate assessed by SAWS, and the current Edwards Aquifer Authority (EAA) permit fee rate.

Amend language as shown in the following section:

Section 34-126. Fire flow test fee.

Upon request, a fire flow test will be conducted by personnel of the system to provide flow data in support of any fire protection system located within the board's service area. An advance fee of
thirty-four dollars ($34.00) fifty-eight dollars ($58.00) shall be applicable for each fire flow test requested for purposes of obtaining fire flow data for a specific piece of property or building in order for the owner of the property or building to obtain insurance rating or coverage or to assist in the design and construction of an interior fire protection system. This fee amount is effective January 1, 2018. The fee amount shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fee charged does not exceed the cost of providing the service.

Amend language as shown in the following section:

Section 34-131. Fire hydrant water usage regulation, rates, and meter fees.

A customer duly authorized by SAWS to take water from a SAWS fire hydrant shall be assessed the current SAWS general class water outside the city limits (OCL) rate.

(a) General. SAWS may authorize a meter to be connected temporarily to a fire hydrant during construction operations in lieu of installing a temporary service line provided the customer:

(1) Executes a contract for fire hydrant meter usage,
(2) Pays the customer account deposit and all other applicable rates and fees as established in this section,
(3) Assumes responsibility for the safekeeping of the meter, fitting and fire hydrant, and
(4) Complies with backflow prevention requirements as established in the SAWS Utility Service Regulations.

(b) Fire hydrant meter deposit, and daily availability charge.

(1) Prior to obtaining a fire hydrant meter, the customer will be required to pay a fire hydrant meter deposit of $1,637.00.
   a. The customer shall indicate on the fire hydrant meter usage contract the location of usage of the meter by street address or by street name with the nearest cross street, and the estimated duration of meter usage at the designated location.
   b. The customer shall indicate whether the fire hydrant meter will be used for irrigation or non-irrigation purposes for the purpose of being assessed the appropriate water usage rates; a single meter may not be used for both types of usages during a given six-month usage period.

(2) The daily availability charge for use of a fire hydrant meter shall be $6.60.

(3) The fee amounts for the fire hydrant meter deposit and the daily availability charge are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

(c) Requirements for Fire Hydrant Meter Periodic Calibration and Meter Readings. A customer authorized by SAWS to use a fire hydrant meter must meet the following
requirements:

(1) Return the meter to SAWS for inspection and re-calibration every six (6) months from the original date of the customer’s fire hydrant meter contract; if the customer fails to meet this requirement, the customer will:
   a. Forfeit the fire hydrant meter deposit, and
   b. Be charged $99.00 per month in addition to all other fees and charges until the meter in question is returned for inspection and re-calibration (this monthly fee will not be prorated if the meter is returned in the middle of a billing period), and
   c. Be unable to obtain any additional fire hydrant meters from SAWS until the meter in question is returned for inspection and re-calibration.

(2) Provide meter readings to SAWS on a monthly basis and report the location of the usage by the meter by street address, or by street name with the nearest cross street; if the customer fails to provide a meter reading for a given month on the day designated by SAWS, the customer shall be billed a flat fee equal to the volumetric cost of water usage of 74,810 gallons (100 CCF) for the month.

(3) The additional $99.00 per month fee amount indicated in Sec. 34-131(c) (1), above, is effective on January 1, 2018. The fee shall be adjusted on January 1 of each year thereafter by the percentage of any approved monthly change (greater than zero) for the next year in SAWS domestic water delivery rates.

(d) Fire hydrant water usage rate classes. Two separate classes of fire hydrant water usage rates are established one or the other to be assessed on monthly water consumption measured by the fire hydrant meter based on the type of usage declared by the customer at the time of entering into a contract with SAWS for use of a fire hydrant meter:

   (1) Non-irrigation usage. The customer shall be charged using the second tier general class water delivery outside the city limits (OCL) rates currently assessed by SAWS, the second tier general class water supply fee rates currently assessed by SAWS, and the current Edwards Aquifer Authority (EAA) permit fee rate.

   (2) Irrigation usage. The customer shall be charged using the highest tier irrigation class OCL rates currently assessed by SAWS, the highest irrigation water supply fee rates currently assessed by SAWS, and the current Edwards Aquifer Authority (EAA) permit fee rate.

(e) Regulations for fire hydrant meter irrigation meter usage.

   (1) Fire hydrant meters may not be used for irrigation if regular metered SAWS irrigation service is available at the desired location of meter usage; if regular SAWS irrigation service becomes available after fire hydrant meter irrigation usage begins, the fire hydrant meter must be returned to SAWS immediately or else the meter is subject to unannounced retrieval by SAWS.

   (2) Customers using fire hydrant meters for irrigation purposes are subject to all drought management restrictions contained in Article IV and must not irrigate between 11:00 A.M. and 7:00 P.M.

   (3) Fire hydrant meters may only be used for irrigation purposes at one location for six-months at a time; if customer desires to use the meter beyond the six-month period at one location, the customer must apply to the SAWS Director of Conservation for a variance using the procedure defined in Sec. 34-276.

   (4) Fire hydrant meter irrigation usage found to be unauthorized by SAWS subjects the meter in question to unannounced retrieval by SAWS.

(f) Regulations for unauthorized SAWS fire hydrant water usage.

   (1) Withdrawal of water directly from a SAWS fire hydrant without the use of a
SAWS-issued fire hydrant meter as authorized under the terms of a duly executed fire hydrant meter contract is prohibited.

(2) Should SAWS staff encounter and document an instance of such unauthorized usage, the person or entity making the withdrawal shall be assessed and billed a flat fee equal to the volumetric cost of water usage of 74,810 gallons (100 CCF) plus the equivalent of 30 days of daily availability charges.

(3) The fees and charges listed in Section 34-131(f)(2) above shall be assessed in addition to any legal enforcement action undertaken by the City of San Antonio for criminal theft of water.

Amend language as shown in the following section:

Section 34-132. Same-day meter turn-on fee.

A customer requesting that the system initiate or reinstate water service on the same day the application for service is made shall be assessed a fee of $30.00 $34.00 for this service. The fee amount is effective January 1, 2018. The fee amount shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fee charged does not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-133. Bench meter test fee.

A customer requesting that the system apply a bench test at the system’s meter shop to the meter serving the customer’s account shall be assessed one of the following charges only if the system finds that the meter being tested is accurate:

5/8” bench meter test fee: $72.00 $124.00
¾” bench meter test fee: $77.00 $143.00
1” bench meter test fee: $87.00 $170.00
1.5” bench meter test fee: $310.00
2” bench meter test fee: $454.00

The fee amounts are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.
Amend language as shown in the following section:

Section 34-134. Irrigation system inspection compliance fees.

Failure to comply with the annual inspection requirements contained in subsection 34-273(3) shall result in the assessment of the following additional charges on the account associated with the irrigation system:

(a) Annual enforcement fee in the amount of one hundred fifty-three dollars ($153.00); this fee shall be assessed on an annual basis until the requirements of subsection 34-273(3) have been met; and

(b) Additional volumetric rate of $0.0969 $0.1963 per one hundred (100) gallons on all irrigation consumption on a monthly basis; this additional rate shall continue to be assessed until the requirements of subsection 34-273(3) have been met.

(c) The fee amounts are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-236. Lift station maintenance fee.

A customer-developer wishing to install a lift station as an element of an off-site wastewater collection system to serve a specific area must meet all SAWS regulatory requirements as they relate to lift stations and in addition pay to SAWS a one-time lift station maintenance fee of one-hundred ninety eight thousand one hundred fifty-five dollars ($198,155) two-hundred thousand one hundred thirty dollars ( $200,130) that will be used to offset annual lift station maintenance expenses over a ten-year period. The fee amount is effective January 1, 2018. The fee amount shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fee charged does not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-237. Dye testing fee.

A person requesting that the system provide a dye test to confirm the presence of a connection of a property to the system’s sewer system shall be assessed a fee of $54 $57 for the conduct of the test. The fee amount is effective January 1, 2018. The fee amount shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of

Draft
Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fee charged does not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-238. Unauthorized sewer connection cap and removal fee.

If a customer who has made an unauthorized connection to the system’s sewer system wishes to establish authorized sewer service from the system after discovery by the system of the unauthorized service connection, the customer shall be assessed one of the following charges that must be paid before authorized sewer service can be established:

4” pipeline unauthorized sewer connection cap and removal fee: $862.00 $870.00
6” pipeline unauthorized sewer connection cap and removal fee: $963.00 $994.00
8” pipeline unauthorized sewer connection cap and removal fee: $1,100.00 $1,117.00

The fee amounts are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-484. Fees.

It is the purpose of this section to provide for the recovery of costs from users of the control authority wastewater disposal system for the implementation and continued operation of the pretreatment program established herein. All industrial users shall pay the following fees, as appropriate, and in accordance with the current fee schedule, within thirty (30) days of billing:

(a) A permit application fee
(b) A permit fee;
(c) Sampling fee;
(d) Analysis fee;
(e) Environmental assessment;
(f) Other fees as the control authority may deem necessary to carry out the requirements contained herein, such as, but not limited to emergency response fees, special sampling fees, monitoring equipment reset fees, etc. These fees relate solely to the matters covered by this division and are separate from all other fees, fines, and penalties chargeable by the control authority or any other agency.

The special services charges outlined in Schedule E, industrial waste fee schedule, relating to industrial waste permits and services shall be lawful rates charged by the system effective January 1, 2017. The Schedule E charges shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July one year earlier.
of the month of July prior to the next year and as it was calculated at the end of the month of July
one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees
charged do not exceed the cost of providing the services.

Amend language as shown in the following section:

Section 34-521. Fees.

All liquid waste transporters shall pay the following fees, as appropriate, and in accordance with
the current fee schedule:

1. A permit fee for each vehicle to be permitted;
2. A fee for each reinspection required for a vehicle to qualify for an annual liquid waste
hauling permit;
3. A sampling fee;
4. An analysis fee;
5. A disposal site fee for disposing of septic or chemical toilet wastes at a control authority
disposal facility;
6. A manifest booklet fee;
7. A disposal site holiday access fee (transporters must give two weeks’ notice to SAWS
to schedule access when fee is paid);
8. A disposal site weekend access fee (transporters must give two weeks’ notice to SAWS
to schedule access when fee is paid);
9. Other fees as the control authority may deem necessary to carry out the requirements
contained herein, such as, but not limited to emergency response fees or special sampling
fees. These fees relate solely to the matters covered by this division and are separate from
all other fees, fines and penalties chargeable by the control authority or any other agency.

The special service charges outlined in Schedule F, liquid waste hauler fee schedule, relating to
liquid waste hauler permits shall be lawful rates charged by the system effective January 1, 2017
2018. The Schedule F charges shall be adjusted on January 1 of each year thereafter by the
percentage difference (greater than zero) between the Consumer Price Index for All Urban
Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end
of the month of July prior to the next year and as it was calculated at the end of the month of July
one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees
charged do not exceed the cost of providing the services.

Amend language as shown in the following section:

Sec. 34-530. Fees

(a) In order to recover the costs for the implementation of this division, each SAWS account
associated with each FSE and each FPE shall be assessed a fee of $20.78 $21.14 per
month.
(b) This fee shall be effective January 1, 2017 2018. These fees shall be adjusted on January
1 of each year thereafter by the percentage difference (greater than zero) between the
Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United
States Bureau of Labor Statistics at the end of the month of July prior to the next year and
as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

Amend language as shown in the following section:

Sec. 34-1008. Permit procedures.

(a) Any facility regulated by this division shall submit a completed permit application in accordance with Section 34-1006 and Section 34-1007 of this division. The application shall be signed by the operator and/or UST owner; and the signed application, together with the appropriate fee as set forth in the ERZD and Edwards Transition Zone UST Fees Schedule found in this chapter shall be submitted to the resource protection and compliance department. The fee amounts listed in the ERZD and Edwards Transition Zone UST Fees Schedule are effective January 1, 2018. The fee amounts shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.
**INDUSTRIAL WASTE FEE SCHEDULE**

Under Article V, Sewage Transportation, Treatment and Disposal, Division 3, Sec. 34-484, et seg.
Effective 12:01 a.m., January 1, 2017 2018
Ordinance No. 2015-11-19-0956 dated November 19, 2015

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<th>Name of Fee</th>
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**Laboratory Testing Fees:**

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<td>Per test</td>
</tr>
</tbody>
</table>
| Semi-Volatile Organic Compounds (70 - 110 compounds) | $434.19 | Per test
<table>
<thead>
<tr>
<th>Name of Fee</th>
<th>Fee Amount</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Petroleum Hydrocarbons</td>
<td>$115.78</td>
<td>$117.79</td>
</tr>
<tr>
<td>Volatile Organic Compounds - Drinking Water (48 -</td>
<td>$130.26</td>
<td>Per test</td>
</tr>
<tr>
<td>84 compounds)</td>
<td>$132.51</td>
<td></td>
</tr>
<tr>
<td>Volatile Organic Compounds - Waste Water (31</td>
<td>$175.12</td>
<td>Per test</td>
</tr>
<tr>
<td>compounds)</td>
<td>$178.15</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE F**

**LIQUID WASTE HAULER FEE SCHEDULE**

Under Article V, Sewage Transportation, Treatment and Disposal, Division 4, Sec. 34-521, et seg.

Effective 12:01 a.m., January 1, 2016 2018

Ordinance No. 2015-11-19-0956 dated November 19, 2015

<table>
<thead>
<tr>
<th>Name of Fee</th>
<th>Fee Amount</th>
<th>Fee Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquid Waste Permits and Coupons - Truck Permit</td>
<td>$335.93</td>
<td>Per annual permit per liquid</td>
</tr>
<tr>
<td></td>
<td>$341.74</td>
<td>waste hauling truck</td>
</tr>
<tr>
<td>Reinspection Fee</td>
<td>$187.64</td>
<td>Per each reinspection of a</td>
</tr>
<tr>
<td></td>
<td>$190.88</td>
<td>truck required for the truck</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to qualify for an annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>liquid waste hauling permit</td>
</tr>
<tr>
<td>Manifest Coupon Books</td>
<td>$43.38</td>
<td>Per manifest book</td>
</tr>
<tr>
<td></td>
<td>$44.13</td>
<td></td>
</tr>
<tr>
<td>Disposal Site Fee</td>
<td>$8.80</td>
<td>Per 100 gallons of disposed</td>
</tr>
<tr>
<td></td>
<td>$8.95</td>
<td>waste</td>
</tr>
<tr>
<td>Disposal Site Holiday Access Fee</td>
<td>$63.00</td>
<td>Per hour of access on holidays</td>
</tr>
<tr>
<td>Disposal Site Weekend Access Fee</td>
<td>$38.00</td>
<td>Per hour of access on weekends</td>
</tr>
</tbody>
</table>
Amend language as shown in the following section:

ERZD and Edwards Transition Zone UST fees schedule.

(a) Initial registration fee (per site)................................................................. $200.00 $220.00
(b) Annual inspection fee (per site)................................................................. $130.00 $150.00
(c) Follow-up inspection fee (per site, per occurrence, if prior inspection fails). $115.00 $120.00
(d) 3rd year renewal fee (per tank):
   Tank sizes:
   - 0 – 4,999 gallons. .................................................. $500.00 $525.00
   - 5,000 – 10,000 gallons .................................................. $600.00 $650.00
   - Greater than 10,000 gallons .................................................. $700.00 $750.00
ATTACHMENT IV

RECONCILIATION AMENDMENTS TO CHAPTER 34 OF THE SAN ANTONIO CITY CODE

It is necessary to reconcile outdated language in certain sections of Chapter 34 of the City Code related to special services fees. Accordingly, the SAWS Board of Trustees recommends that the City Council direct the City Clerk to make the following amendments to Chapter 34 of the City Code of the City of San Antonio as it is embodied on November 8, 2017 by deleting the language that is stricken and adding the language that is underlined (added) as set forth herein. For each amendment, each appropriate City Ordinance is referenced.

Amend language as shown in the following section:

Section 34-2.01. Definitions.

Base use amount for general and wholesale water service customers. For general class water customers the base is defined as 100% of the average monthly water consumption less ten (10) percent. With such amount is being calculated by adding the monthly consumption, deducting less irrigation use either calculated or metered, for the previous calendar year, and dividing the sum by twelve (12), and deducting ten (10) percent from the total. For wholesale water service customers the base is defined as 100% of average monthly water consumption for the previous calendar year or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.


Amend language as shown in the following section:

Sec. 34-128.1. - Non-residential irrigation drought surcharge.

The non-residential irrigation drought surcharge rate, set out in section 34-122, shall apply to SAWS non-residential irrigation customers as defined in subsection 34-128(b), whose consumption exceeds five thousand two hundred thirty-six (5,236) gallons per month as set out in the Drought Surcharge Schedule. This surcharge is assessed in addition to regular monthly charges.

Reference Ordinance 2007-02-08-0149.

Amend language as shown in the following section:

Sec. 34-128.2. – Residential and residential irrigation drought surcharge.

(a) Residential customer drought surcharge. The residential class surcharge rate established in section 34-122 for SAWS residential class customers shall be assessed on all water use in excess of twelve thousand seven hundred seventeen (12,717) gallons in a single billing period as set out in the Drought Surcharge Schedule. This surcharge is assessed in addition to the regular monthly residential rate.

(b) Residential irrigation customer drought surcharge. For the purpose of assessing a surcharge, all meters at the same service address will be combined and the surcharge will be assessed on
total water use exceeding twelve thousand seven hundred seventeen (12,717) gallons in any single billing period as set out in the Drought Surcharge Schedule. This surcharge is in addition to the monthly charges assessed based on section 34-122 residential and irrigation rates.

Reference Ordinance 2007-02-08-0149.

Amend language as shown in the following section:

Sec. 34-132. - Reserved—Same-day meter turn-on fee.

A customer requesting that the system initiate or reinstate water service on the same day the application for service is made shall be assessed a fee of $30.00 for this service.

Reference Ordinance 2011-12-08-1004.

Amend language as shown in the following section:

Sec. 34-133-134. - Irrigation system inspection compliance fees.

Failure to comply with the annual inspection requirements contained in subsection 34-273(3) shall result in the assessment of the following additional charges on the account associated with the irrigation system:

(a) Annual enforcement fee in the amount of one hundred fifty-three dollars ($153.00); this fee shall be assessed on an annual basis until the requirements of subsection 34-273(3) have been met; and

(b) Additional volumetric rate of $0.0969 per one hundred (100) gallons on all irrigation consumption on a monthly basis; this additional rate shall continue to be assessed until the requirements of subsection 34-273(3) have been met.


Amend language as shown in the following section:

Sec. 34-530. - Fees.

(a) Except as provided in subsection (c), to In order recover the costs for the implementation of this division, each SAWS account associated with each FSE and each FPE shall be assessed a fee of twenty dollars and seventy-eight cents ($20.78) per month.

(b) This fee shall be effective January 1, 2017. These fees shall be adjusted on January 1 of each year thereafter by the percentage difference (greater than zero) between the Consumer Price Index for All Urban Consumers (CPI-U) as it is calculated by the United States Bureau of Labor Statistics at the end of the month of July prior to the next year and as it was calculated at the end of the month of July one year earlier. SAWS will periodically perform a cost of service analysis to ensure that the fees charged do not exceed the cost of providing the services.

Reference Ordinance 2015-11-19-0956 and SAWS Board Resolution No. 16-302, Att. IV.
Amend language as shown in the following section:

Sec. 34-572. - Permit fees.

The fees to be paid to SAWS for the permits required by this article shall be as follows:

- Permit for closure or repair of existing well ..... $385.00
- Permit for drilling new well ..... $455.00
- Permit for the construction of a geothermal heat exchange system ..... $200.00

The San Antonio Water System Board of Trustees is hereby authorized to amend the fee schedule when a change in the amount of fees is required to adequately recover the costs reasonably related to the performance of these functions for which the fee is charged.

Reference Ordinance 2011-12-08-1004.

Amend language as shown in the following section:

Sec. 34-1008. - Permit procedures.

(a) Any facility regulated by this division shall submit a completed permit application in accordance with Section 34-1006 and Section 34-1007 of this division. The application shall be signed by the operator and/or UST owner, and the signed application, together with the appropriate fee as required by Section 35-C401 of this Code set forth in the ERZD and Edwards Transition Zone UST Fees Schedule found in this chapter, shall be submitted to the resource protection and compliance department.

Reference Ordinance 2011-12-08-1004.

Amend language as shown in the following section:

Sec. 34-1010. - Permit renewal.

(a) It is the responsibility of each permittee to apply for renewal for a permit issued under this division not later than thirty (30) days before the existing permit expires. The application for renewal shall be accompanied by payment of the appropriate renewal fee as provided in Section 35-C401 of this Code the ERZD and Edwards Transition Zone UST Fees Schedule. Failure to apply for renewal within the thirty-day period shall be considered a violation of this division. The resource protection and compliance department shall provide the permittee with notice of expiration of a permit at least forty-five (45) days prior to its expiration.

Reference Ordinance 2011-12-08-1004.
Move the below schedule from Chapter 35 to Chapter 34 and amend language as shown in the following section:

Section 35-C401. ERZD and Edwards Transition Zone UST fees schedule.

(a) Initial registration fee (per site).......................................................... $200.00
(b) Annual inspection fee (per site)..............................................................$130.00
(c) Follow-up inspection fee (per site, per occurrence, if prior inspection fails).. $115.00
(d) 3rd year renewal fee (per tank):
   Tank sizes:
   0 – 4,999 gallons.......................................................... $500.00
   5,000 – 10,000 gallons.................................................. $600.00
   Greater than 10,000 gallons............................................. $700.00

Reference Ordinance 2011-12-08-1004.
TO: San Antonio Water System Board of Trustees

FROM: Tracey Lehmann, P.E., Interim-Director, Development, and Andrea L.H. Beymer, 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 A SPECIFIED TRACT REQUIRING THE SAN ANTONIO WATER SYSTEM FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH Oversizing or Impact Fee Credits AND/OR IS LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Utility Service Agreements (USA) to provide water and/or wastewater services to the specified tract 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 is located outside the System’s water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of one tract, which totals 493.71 acres; 1,450 water Equivalent Dwelling Units (EDUs); and 1,450 wastewater water EDUs.

- Board approval is required since the tract requires 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 Westlakes 1604 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 1,450 EDUs of water and 1,450 EDUs of wastewater services and consists of oversized infrastructure.

- The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.

- The Developer is responsible for the construction and engineering costs associated with all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.
Utility Service Agreement to the Specified Tract Requiring Oversizing
And/or Outside the System’s Water and/or Wastewater CCN

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ/CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Westlakes 1604 Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>493.71</td>
<td>1,450</td>
<td>1,450</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
</tbody>
</table>

Totals 493.71 1,450 1,450

Acronyms:
EARZ = Edwards Aquifer Recharge Zone
OVR = Oversizing
CoSA = City of San Antonio limits
ETJ = Extraterritorial Jurisdiction
CCN = Certificate of Convenience and Necessity
CZ = Edwards Aquifer Contributing Zone
WW = Wastewater
IFC = Impact Fee Credits

EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENT:

Upon approval by the System of this USA, the Developer Customer has 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 Customer is not guaranteed capacity until all required off-site infrastructure is built by the Developer, accepted by the System and all impact fees are paid.

FINANCIAL IMPACT:

In compliance with the System’s Board of Trustees water extension policy, Developer Customer applicants are responsible for financing all required local benefit facilities and for payment of all applicable impact fees. The Developers will contribute all impact fees in effect at the time of plat recordation or the latest date allowable by law for each subdivision unit. The fees to be collected by the System will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Water Impact Fees</th>
<th>Wastewater Impact Fees</th>
<th>Total Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Westlakes 1604 Tract</td>
<td>$6,665,650.00</td>
<td>$3,408,950.00</td>
<td>$10,074,600.00</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>$6,665,650.00</td>
<td>$3,408,950.00</td>
<td>$10,074,600.00</td>
</tr>
</tbody>
</table>

The System is responsible for providing access to existing general benefit facilities and/or financing the construction of additional general benefit facilities.
Utility Service Agreement to the Specified Tract Requiring Oversizing And/or Outside the System’s Water and/or Wastewater CCN

OVERSIZING AND/OR IMPACT FEE CREDITS:

The following USA has 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>1</td>
<td>Westlakes 1604 Tract 24-inch Water Main</td>
<td>$4,056,000</td>
<td>$1,248,000*</td>
<td>$5,304,000</td>
<td>23.5%</td>
<td>76.5%</td>
</tr>
<tr>
<td>1</td>
<td>Westlakes 1604 Tract 16-inch Water Main</td>
<td>$1,131,780</td>
<td>$1,434,940*</td>
<td>$2,566,720</td>
<td>55.9%</td>
<td>44.1%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$5,187,780</td>
<td>$2,682,940</td>
<td>$7,870,720</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: The Developer is eligible for impact fee credits for their share of the cost for the 24-inch main in either option.

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.

Tracey Lehmann, P.E.  
Interim-Director  
Development

Andrea L.H. Beymer, 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>Westlakes 1604 Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>Lee Darnold</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>4</td>
<td>493.71</td>
<td>1,450</td>
<td>1,450</td>
<td>Live Oak Slough-Medina River</td>
<td>OVR</td>
</tr>
</tbody>
</table>

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- OVR = Oversizing
- WW = Wastewater
- PZ = Pressure Zone
- IFC = Impact Fee Credits
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACT OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING OR IMPACT FEE CREDITS AND/OR IS 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 Customer, specified in the table below, has requested the San Antonio Water System (the “System”) to provide water and/or wastewater service(s), and has satisfied the requirements of the Board’s Regulations for Developer Customers Applicant; and

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ/CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Westlakes 1604 Tract</td>
<td>Pulte Homes of Texas, LP</td>
<td>133.71</td>
<td>1,450</td>
<td>1,450</td>
<td>COSA ETJ OUTSIDE</td>
<td>OVR</td>
<td>INSIDE INSIDE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,450</td>
<td>1,450</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>493.71</strong></td>
<td><strong>1,450</strong></td>
<td><strong>1,450</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreement and to provide water and/or wastewater services to the tract 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 36 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 the specified tract of land requiring 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 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 36 months, and if not exercised during this 36-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 7th day of November, 2017.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachment
1. Project Site Maps
TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE DR 999-1002 REHABILITATION PACKAGE PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a local, MBE-Hispanic firm, in the amount of $1,498,810.56 in connection with the DR 999-1002 Rehabilitation Package Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work that is required by the Consent Decree for the DR 999-1002 Rehabilitation Package Project between the San Antonio Water System, the United States of America and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to rehabilitate sewer mains in need of repair based on condition assessment.

- This contract will be for the rehabilitation of approximately 2,840 feet of 8-inch to 18-inch diameter sewer pipe by cured-in-place method and 6,531 feet of 8-inch to 15-inch diameter sewer pipe by pipe bursting method. Additionally, the manholes will be adjusted and/or rehabilitated.

- Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., has submitted the lowest responsible bid of $1,498,810.56.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $1,498,810.56 for wastewater related construction work under job number 15-4605.
SUPPLEMENTARY COMMENTS:

Greg Gomez, Inc., dba GGI Engineers, prepared the design, bid proposal, and specifications for the project. The engineer’s estimated construction cost for this project is $1,756,978.00.

A bid opening was held on October 11, 2017, at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.*</td>
<td>$1,498,810.56</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$1,625,910.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,639,801.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,756,978.00</td>
<td></td>
</tr>
<tr>
<td>Nerie Construction, LLC</td>
<td>$1,961,850.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Horseshoe Construction, Inc.</td>
<td>$2,472,213.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 14.7 percent decrease from the Engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the following 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>47.29%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>47.29%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
DR 999-1002 Rehabilitation Package Project

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., IN THE AMOUNT OF $1,498,810.56 IN CONNECTION WITH THE DR 999-1002 REHABILITATION PACKAGE PROJECT; AWARDING A CONSTRUCTION CONTRACT TO PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., IN THE AMOUNT OF $1,498,810.56 FOR THE PROJECT WORK; APPROVING EXPENDITURES AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,498,810.56 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 PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., AND TO PAY PRONTO SANDBLASTING & COATING & OIL-FIELD SERVICES CO., INC., AN AMOUNT NOT TO EXCEED $1,498,810.56 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, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a non–local, non–SMWVB firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $1,498,810.56 for the project work; and

WHEREAS, System funds in the amount of $1,498,810.56 are required for the project work; and

WHEREAS, the total amount of $1,498,810.56 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 Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount of
$1,498,810.56 for the project work in connection with the DR 999-1002 Rehabilitation Package Project, (ii) to award a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount $1,498,810.56 for the project work, (iii) to approve a total expenditure and make available an amount not to exceed $1,498,810.56 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 Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., an amount not to exceed $1,498,810.56 for the project work; now, therefore:

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

1. That the bid of Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., in the amount of $1,498,810.56 for the project work in connection with the DR 999-1002 Rehabilitation Package Project is hereby accepted.

2. That a construction contract in the amount of $1,498,810.56 for the project work is hereby awarded to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc.

3. That the expenditure of System funds in an amount not to exceed $1,498,810.56 for the project work is hereby approved.

4. That an amount not to exceed $1,498,810.56 for the project work is hereby made available and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., the amount not to exceed $1,498,810.56 for the project work in connection with the DR 999-1002 Rehabilitation Package Project.

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

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

8. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE CENTRAL SEWERSHED PACKAGE 3 PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Texas Pride Utilities, LLC, a non–local, non-SMWVB firm, in the amount of $5,086,829.00 in connection with the Central Sewershed Package 3 Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work that is required by the Consent Decree for the Central Sewershed Package 3 Project between the San Antonio Water System, the United States of America and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to rehabilitate sewer mains based on condition assessment.

- This contract will be for the rehabilitation of approximately 5,716 feet of 8-inch to 20-inch diameter sewer pipe by cured-in-place method and 22,481 feet of 8-inch to 20-inch diameter sewer pipe by pipe bursting method. Additionally, the manholes will be adjusted and/or rehabilitated.

- Texas Pride Utilities, LLC, has submitted the lowest responsible bid of $5,086,829.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $5,086,829.00 for wastewater related construction work under job number 17-4528.

SUPPLEMENTARY COMMENTS:

Bain Medina Bain, Inc., prepared the design, bid proposal, and specifications for the project. The
engineer’s estimated construction cost for this project is $6,082,530.40 and the contractor’s construction cost is $5,086,829.00.

A bid opening was held on October 2, 2017, at 10:00 AM. 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>$5,086,829.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$5,281,241.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$5,350,311.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Nerie Construction, LLC</td>
<td>$5,759,636.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$6,082,530.40</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 16.4 percent decrease from the engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>Central Sewershed Package 3 Project</th>
<th>TEXAS PRIDE UTILITIES, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB ANALYSIS – BOARD AWARD</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.39%</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>12.38%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>1.97%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>14.74%</td>
</tr>
</tbody>
</table>

Gail Hamrick-Pigg, P.E. | Andrea L.H. Beymer, P.E.
Director               | Vice President
 Pipelines              | Engineering and Construction
Award of Construction Contract
Central Sewershed Package 3 Project

APPROVED:

[Signature]

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 $5,086,829.00 IN CONNECTION WITH THE CENTRAL SEWERSHED PACKAGE 3 PROJECT; AWARDING A CONSTRUCTION CONTRACT TO TEXAS PRIDE UTILITIES, LLC, IN THE AMOUNT OF $5,086,829.00 FOR THE PROJECT WORK; APPROVING EXPENDITURES AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $5,086,829.00 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 $5,086,829.00 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, this contract will be used to rehabilitate sewer mains based on condition assessment; and

WHEREAS, the San Antonio Water System (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 $5,086,829.00 for the project work; and

WHEREAS, System funds in the amount of $5,086,829.00 are required for the project work; and

WHEREAS, the total amount of $5,086,829.00 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 $5,086,829.00 for the project work in connection with the Central Sewershed Package 3 Project, (ii) to award a construction contract to Texas Pride Utilities, LLC, in the amount $5,086,829.00 for the project work, (iii) to approve a total expenditure and make available an amount not to exceed $5,086,829.00 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 $5,086,829.00 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 $5,086,829.00 for the project work in connection with the Central Sewershed Package 3 Project is hereby accepted.

2. That a construction contract in the amount of $5,086,829.00 for the project work is hereby awarded to Texas Pride Utilities, LLC

3. That a total sum not to exceed $5,086,829.00 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, the amount not to exceed $5,086,829.00 for the project work in connection with the Central Sewershed Package 3 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 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 7th day of November, 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 Andrea L.H. Beymer, P.E., Vice President Engineering and Construction

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR ENCINO PUMP STATION WATER MAIN PROJECT AND FACILITY 63 FUEL LINE PROJECT

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, in the amount of $1,101,078.00 in connection with the Encino Pump Station Water Main Project and Facility 63 Fuel Line Project (the “project”).

- The 2017 Capital Improvement Program includes the construction of two projects. The first is the Encino Pump Station Water Main Project. The project is located at 19754 US Highway 281 N. between Redland Road and Encino Rio. The second, Facility 63 Fuel Line Project, is an Operation and Maintenance project located at 685 Loop 1604.

- The Encino Pump Station work will construct 430 feet of 24-inch approach main connecting to the existing ground storage tank to replace currently undersized 12-inch pipe, new connection to the existing ground storage tank, 45 feet of bore and case, an above ground control valve assembly on a concrete slab, SCADA, fittings, and other water related appurtenances. This will provide additional water capacity and adequate fire flow capacity.

- The Facility 63 work includes relocation of the existing fuel storage tank and providing new fuel lines to the existing emergency diesel-powered pump, constructing a concrete pad, relocating existing double wall fuel storage tank, installation of new steel fuel lines from the fuel storage tank to the emergency diesel-powered motor and pump, and fittings and appurtenances. Upon completion, the System will be in compliance with the Edwards Aquifer Authority rules and regulations.

- Facilities Rehabilitation, Inc., has submitted a low responsible bid of $1,101,078.00.

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

The Project Fund will finance this expenditure included in the 2017 Capital Improvements Program and 2017 Operation & Maintenance. This project is included in the Water Delivery, Main- New Category, Encino Pump Station Water Main Project and Facility 63 Fuel Line Project. The total amount is $1,101,078.00 under job number 16-7003 & 16-0122.

SUPPLEMENTARY COMMENTS:

A bid opening was held on October 6, 2017. The following bids were submitted.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$941,400.00</td>
<td></td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,101,078.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$1,234,555.50</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 16.96 percent increase from the estimated construction cost. This contract has 180 calendar days for construction completion.

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

<table>
<thead>
<tr>
<th>FACILITIES REHABILITATION, INC.</th>
<th>SMWVB ANALYSIS – BOARD AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
<td>80.75%</td>
</tr>
<tr>
<td>WBE–Minority</td>
<td>1.82%</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
<td>2.72%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>85.29%</td>
</tr>
</tbody>
</table>
Michael L. Myers, P.E.
Director
Plants and Major Projects

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Encino Pump Station Project/Facility 63 Project Area Map
2. Encino Pump Station Project Site Map
3. Facility 63 Fuel Line Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF FACILITIES REHABILITATION, INC., IN THE AMOUNT OF $1,101,078.00 IN CONNECTION WITH THE ENCINO PUMP STATION WATER MAIN PROJECT AND FACILITY 63 FUEL LINE PROJECT; AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC. IN THE AMOUNT OF $1,101,078.00 FOR THE PROJECT WORK; AUTHORIZING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,101,078.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC., AN AMOUNT NOT TO EXCEED $1,101,078.00 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 2017 Capital Improvement Program includes the construction of Encino Pump Station Water Main Project and Facility 63 Fuel Line Project located in North Bexar County; and

WHEREAS, the San Antonio Water System (the “System”) has solicited for the project work; and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $1,101,078.00 for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of Facilities Rehabilitation, Inc., in the amount of $1,101,078.00 in connection with the Encino Pump Station Water Main Project and Facility 63 Fuel Line Project, (ii) to award a construction contract to Facilities Rehabilitation, Inc., in the amount of $1,101,078.00 for the project work, (iii) to approve an expenditure and make available an amount not to exceed $1,101,078.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc., an amount not to exceed $1,101,078.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the bid of Facilities Rehabilitation, Inc., in the amount of $1,101,078.00 in connection with the Encino Pump Station Water Main Project and Facility 63 Fuel Line Project is hereby accepted.

2. That a construction contract in the amount of $1,101,078.00 for the project work is hereby awarded to Facilities Rehabilitation, Inc.

3. That a sum not to exceed $1,101,078.00 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 Facilities Rehabilitation, Inc., for the project work, and to pay Facilities Rehabilitation, Inc., the amount of $1,101,078.00 in connection with the Encino Pump Station Water Main Project and Facility 63 Fuel Line 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 7th day of November, 2017.

Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Linda Bevis, P.E., Manager, Central Water Integration Pipeline, and Donovan Burton, Vice President, Water Resources and Governmental Relations

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 1 AND AUTHORIZATION OF ADDITIONAL FUNDS FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE, OWNER’S REPRESENTATIVE SERVICES

Board Action Date: November 7, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 1 and amends Resolution No. 16-278 by authorizing additional funds to an existing professional services contract with Black & Veatch Corporation in an amount not to exceed $5,543,511.00 for additional professional engineering services in connection with the Central Water Integration Pipeline Project, formerly known as the Vista Ridge Integration Project.

- The San Antonio Water System (the “System”) entered into a water transmission and purchase agreement on November 4, 2014 with Abengoa Vista Ridge LLC to provide and deliver alternate water supplies to the System through the Vista Ridge Regional Supply Project. The Central Water Integration Pipeline Project (CWIPP), will deliver water from the Vista Ridge Regional Supply Project to integration points within the distribution system.

- The CWIPP consists of approximately 15 miles of new and existing transmission main beginning at the proposed pump station located at the Vista Ridge terminus facility in north Bexar County to the Basin Pump Station, with intermediate drop-off points at Bitters and Maltsberger Pump Stations.

- As required under Chapter 2269 of the Texas Government Code, a Request for Qualifications to represent the owner through design and construction phases of the project, was issued on June 3, 2016 for professional engineering services for this project. The System received four qualification statements, and Black & Veatch Corporation was selected through the Architect/Engineer selection process.

- By Resolution No. 16-278, passed and approved on November 1, 2016, the System’s Board of Trustees (the “Board”) approved a professional services contract for Owner’s Representative Services in the amount of $3,988,945.00 with Black & Veatch Corporation, which included $3,644,026.00 for basic engineering services and $344,919.00 for supplemental engineering services in connection with the CWIPP.
The original CWIPP Owner’s Representative Contract provides standard professional engineering services related to facility and pipeline condition assessments, pipeline routing analysis, hydraulic model and water quality analysis, and design criteria package development.

By Resolution No. 17-208, passed and approved on September 13, 2017, the Board approved a Design Build (DB) Services contract with Kiewit Infrastructure South Co. for Phase 1 Services. The DB firm’s scope of work for the project is to be performed in two distinct phases under the DB contract between the System and the DB firm. These phases are generally described as follows:

- Phase 1 services will require the DB firm to (a) perform design development; (b) perform pre-construction services; and (c) prepare, submit and negotiate a commercial proposal for Phase 2 services, including a guaranteed maximum price (GMP) for Phase 2 services.

- Phase 2 services will generally require the DB firm to complete the entirety of the project’s design and construction, as well as perform post-construction tasks, such as commissioning, performance testing, and operation. A condition precedent to the commencement of Phase 2 will be the agreement between the System, upon approval by the System’s Board, and the DB firm of a GMP Amendment for Phase 2 services.

Through this amendment, additional funds will be provided for additional professional engineering services during the project by the Black & Veatch Corporation. The Owner’s Representative will support the System in the execution of the DB Contract and serve as a general liaison between the DB firm and the System. Generally, these services include, but are not limited to:

- Engineering project and plan review services up to 60% design
- Provide specialized advice (i.e. tunnel and treatment)
- Lead SCADA system automation efforts
- Support execution of DB contract
- Liaison between the DB firm and the System
- Support the management, administration and oversight of the project design and development

The total amount necessary for Contract Amendment No. 1 will not exceed $5,543,511.00. Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this from the CY 2017 Capital Improvement Program. This additional work is included in the Water Delivery Core Business, Central Water Integration Pipeline project budget line. The amount is $5,543,511.00 for integration engineering work. The SAWS Job Number is 15-8601.

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 16-278)</td>
<td>$3,988,945.00</td>
</tr>
<tr>
<td>Proposed Contract Amendment No.1</td>
<td>5,543,511.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$9,532,456.00</td>
</tr>
</tbody>
</table>

Linda Bevis, P.E.  
Manager  
Central Water Integration Pipeline  

Donovan Burton  
Vice President  
Water Resources and Governmental Relations  

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CONTRACT AMENDMENT NO. 1 TO PROVIDE FOR ADDITIONAL ENGINEERING SERVICES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH BLACK & VEATCH CORPORATION, IN AN AMOUNT NOT TO EXCEED $5,543,511.00 IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE PROJECT, OWNER’S REPRESENTATIVE SERVICES FORMERLY KNOWN AS THE VISTA RIDGE INTEGRATION PROJECT; AMENDING RESOLUTION 16-278 BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $5,543,511.00 FOR A TOTAL AUTHORIZATION AMOUNT NOT TO EXCEED $9,532,456.00, APPROVING THAT AN AMOUNT NOT TO EXCEED $5,543,511.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH BLACK & VEATCH CORPORATION AND TO PAY BLACK & VEATCH CORPORATION AN ADDITIONAL AMOUNT NOT TO EXCEED $5,543,511.00 FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Central Water Integration Pipeline Project (formerly known as the Vista Ridge Integration Project), Owner’s Representative (the “Project”) will provide professional engineering services related to the delivery of water from the Vista Ridge Regional Supply Project to integration points within the distribution system; and

WHEREAS, the Project consists of approximately 15 miles of new and existing transmission main beginning at the proposed pump station located at the Vista Ridge terminus facility in north Bexar County to the Basin Pump Station, with intermediate drop-off points at Bitters and Maltsberger Pump Stations; and

WHEREAS, the System requires additional professional engineering services relating to the Project; and
WHEREAS, the System’s Board of Trustees by Resolution No. 16-278, adopted November 1, 2016, originally approved the expenditure of $3,988,945.00 for professional engineering services in connection with the Project; and

WHEREAS, the additional funding for Black & Veatch Corporation is needed for additional professional engineering services associated with the Project; and

WHEREAS, an amendment to the existing professional services contract with Black & Veatch Corporation and additional System funds in an amount not to exceed $5,543,511.00 are required for Black & Veatch Corporation to provide additional professional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 1 by providing for additional engineering services to the existing professional services contract with Black & Veatch Corporation in an amount not to exceed $5,543,511.00 in connection with the Central Water Integration Pipeline Project, Owner’s Representative Services, (ii) to amend Resolution No. 16-278 by approving the expenditure of System funds in an amount not to exceed $5,543,511.00 to Black & Veatch Corporation for a total authorization not to exceed $9,532,456.00 for the additional engineering services, (iii) to make available the total amount not to exceed $5,543,511.00 from the System’s Project Fund, and (iv) to authorize the System’s President/Chief Executive Officer or his duly appointed designee to negotiate and execute an amendment to the professional services contract with Black & Veatch Corporation, and to pay an amount not to exceed $5,543,511.00 to Black & Veatch Corporation, for the additional engineering services; now, therefore:

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

1. That Contract Amendment No. 1 is hereby approved to provide for additional engineering services related to the existing professional services contract with Black & Veatch Corporation in an amount not to exceed $5,543,511.00 in connection with the Central Water Integration Pipeline Project, Owner’s Representative Services, formerly known as the Vista Ridge Integration Project.

2. That Resolution No. 16-278 is hereby amended for additional engineering services in an additional amount not to exceed $5,543,511.00 is hereby approved.

3. That an amount not to exceed $5,543,511.00 is hereby made available and is to be expended from the System’s Project Fund for additional engineering services.

4. That the System’s President/Chief Executive Officer or his duly appointed designee is hereby authorized to negotiate and execute an amendment to the existing professional services contract with Black & Veatch Corporation and pay Black & Veatch Corporation an amount not to exceed $5,543,511.00 for additional engineering services.

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 becomes effective immediately upon its passage.

PASSED AND APPROVED this 7th day November, 2017.

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Berto Guerra, Jr., Chairman

ATTEST:

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Ernesto Arrellano, Jr., Secretary