AGENDA
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
March 6, 2018, 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 January 9, 2018.


5. Public Comment.
CONSENT AGENDA ITEMS

Items 6 – 30

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.

No items for this Meeting.

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 Act Pipe & Supply to provide: annual contract for Vent-O-Mat air release valves, Bid No. 18-1420, for a total of $105,556.76.

2. Acceptance of the bid of Core & Main, LP to provide: annual contract for brass gate valves, bronze globe valves and brass ball valves, Bid No. 18-0025, for a total of $63,322.90.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to R.L. Jones L.P. in an amount not to exceed $1,627,342.85 in connection with the 2018 Pipelines Water and Sewer Construction Package I. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

8. A Resolution awarding a construction contract to Qro Mex Construction, Inc. in an amount not to exceed $2,689,035.80 in connection with the 2018 Pipelines Water and Sewer Construction Package II. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

9. A Resolution awarding a construction contract to Qro Mex Construction, Inc. in an amount not to exceed $1,252,703.00 in connection with the 2018 Pipelines Water and Sewer Construction Package III. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

10. A Resolution awarding a construction contract to San Antonio Constructors, Ltd. in an amount not to exceed $790,585.00 in connection with the 2018 Pipelines Water and Sewer Construction Package IV. (ANDREA BEYMER - GAIL HAMRICK-PIGG)
11. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,661,670.00 in connection with the 2018 Pipelines Water and Sewer Construction Package V. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

12. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 8 in an amount not to exceed $145,545.10 to the construction contract with Spiess Construction Co., Inc. in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

13. A Resolution approving Recapitulation Change Order No. 5 in the decreased amount of $155,412.13 to be credited to the construction contract with Atlas Construction Corp. in connection with the Annual 2013 Open Cut Water Work Order Construction Contract; authorizing the return of funds in the amount of $155,412.13 and the construction contingency balance of $166,713.51 for a total amount of $322,125.64. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

14. A Resolution awarding a professional services contract to KCI Technologies, Inc. in an amount not to exceed $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package I. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

15. A Resolution awarding a professional services contract to Unintech Consulting Engineers, Inc. in an amount not to exceed $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

16. A Resolution awarding a professional services contract to Weston Solutions, Inc. in an amount not to exceed $629,933.00 in connection with the C-18 McCullough Avenue Sewer Replacement Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

17. A Resolution awarding a professional services contract to Halff Associates, Inc. in an amount not to exceed $228,774.00 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

18. A Resolution awarding a professional services contract to Bain Medina Bain, Inc. in an amount not to exceed $333,457.00 in connection with the C-69 South Zarzamora Street Sewer Upsize and Relief Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

19. A Resolution awarding a professional services contract to K Friese & Associates, Inc. in an amount not to exceed $500,000.00 in connection with the Boerne Stage Road Water Main Replacement Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

20. A Resolution awarding a professional services contract to Bain Medina Bain, Inc. in an amount not to exceed $495,582.00 in connection with the Highway 90 and General McMullen Pressure Zone Integration Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)
21. A Resolution awarding a professional services contract to Big Red Dog, Inc. in an amount not to exceed $459,498.00 in connection with the West Avenue – IH-10 to Jackson Keller Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

**EASEMENT AND REAL PROPERTY**

22. A Resolution approving the acquisition of a permanent sewer line easement being approximately 2.625 acres and a temporary construction easement being approximately 1.816 acres from JM Assets, LP, a Nevada Limited Partnership, and located outside Loop 410 in the vicinity of Salado Creek and Wurzbach Parkway, in the northeast quadrant of Bexar County, Texas in connection with the E-20 Wurzbach Parkway Project in a total amount not to exceed $120,400.00. (NANCY BELINSKY – BRUCE HABY)

**MISCELLANEOUS ITEMS**


24. A Resolution approving settlement of the lawsuit of Hillary Hall, Roy Overstreet and Hilda Hall against the San Antonio Water System; approving the System’s financial obligation in the total amount of $196,421.27 for purposes of the Settlement. (NANCY BELINSKY – BILL CROW)

25. A Resolution approving services work orders from Infor Public Sector, Inc. in an amount not to exceed $203,300.00 in connection with licensing, maintenance and professional services to configure and implement enhancements to multiple Infor Public Sector software modules. (DOUG EVANSON – SREE PULAPAKA)

26. A Resolution approving the extension of the maintenance agreement with B2Gnow/AskReply, Inc. for the period ending December 31, 2022; authorizing expenditures in an amount not to exceed $295,453.42 in connection with the agreements. (DOUG EVANSON – SREE PULAPAKA)

27. A Resolution approving the First Amendment to the Wholesale Water Service Contract with the City of Elmendorf. (DONOVAN BURTON – DARREN THOMPSON)

28. A Resolution accepting the assignment and transfer of a water transmission pipeline and related easements and real and personal property interests from the Canyon Regional Water Authority. (DONOVAN BURTON – DARREN THOMPSON)

29. A Resolution awarding a construction contract to American Roofing & Metal Company, Inc. in an amount not to exceed $324,227.44 in connection with the Dos Rios Administrative Building #16 Roof Replacement Project. (JEFF HABY – CARLOS MENDOZA)
30. A Resolution ratifying the actions of the Vice President of Production and Treatment in approving the award of an emergency contract in an amount not to exceed $375,000.00 to Synagro of Texas-CDR, Inc. in connection with emergency cleaning of two digesters at the Dos Rios Water Recycling Center. (JEFF HABY – PARVIZ CHAVOL)

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

31. 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 ETJ/Outside</th>
<th>EARZ/CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
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<tr>
<td>1</td>
<td>Charles Davis Subdivision Tract</td>
<td>Mosaic Development, LLC</td>
<td>84.25</td>
<td>366</td>
<td>361</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
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<td>2</td>
<td>Valdez Tract Subdivision</td>
<td>Mosaic Development, LLC</td>
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<td>COSA ETJ</td>
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<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
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<tr>
<td>3</td>
<td>Blackbuck Ranch Phase II Tract</td>
<td>Southerland Canyons, LLC</td>
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<td>748</td>
<td>0</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR OUTSIDE CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
</tbody>
</table>

Total 564.80 1,243 488

32. A Resolution approving a Utility Service Agreement with Conditions Precedent and Development Conditions to provide water service to the tract listed below in Kendall County, Texas, located outside the San Antonio Water System water Certificate of Convenience and Necessity. (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 ETJ/Outside</th>
<th>EARZ/CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
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Total 374.86 2,075 0

BOARD MEETING 5

03-06-18
Water and Sewer Line Improvements

33. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc. in an amount not to exceed $3,199,876.65 in connection with the Multiple Sewershed Package 3 Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

34. A Resolution awarding a construction contract to Archer Western Construction, LLC in an amount not to exceed $2,723,000.00 in connection with the Dos Rios WRC Headworks Enhancements Project. (ANDREA BEYMER – MICHAEL MYERS)

35. A Resolution approving additional funds in an amount not to exceed $6,581,092.00 to the professional services contract with Black & Veatch Corporation in connection with the Central Water Integration Pipeline Project, Program Management and Engineering Services. (ANDREA BEYMER – ALISSA LOCKETT)

MISCELLANEOUS ITEMS

36. A Resolution approving amendments to the Contracting and Purchasing Policy. (DOUG EVANSON – NANCY BELINSKY)

37. BRIEFING SESSION.

A. Briefing and deliberation regarding the Vista Ridge Project

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

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

39. The Regular Session of the March 6, 2018, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071, §551.072, and §551.074 of the Texas Open Meetings Act.

40. EXECUTIVE SESSION.

A. Consultation with attorneys and deliberation regarding the value of real property related to the West View service system pursuant to Tex. Gov’t. Code §551.071 and §551.072, respectively.

B. Deliberation regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer; and consultation with attorneys concerning legal matters regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer, pursuant to Tex. Gov’t Code §551.074 and §551.071, respectively.
41. The Regular Session of the Regular Board Meeting of March 6, 2018, is hereby reconvened.

42. A Resolution initiating the transfer of a portion of its Certificate of Convenience and Necessity and the sale of the West View property and operating infrastructure; authorizing the System to initiate disposal of said property and operating infrastructure pursuant to Section 272.001 of Texas Local Government Code and applicable policies and procedures; authorizing the System to prepare the applicable application for sale, transfer, or merger of a retail public utility form for submittal to the Public Utility Commission of Texas. (STEVE CLOUSE – SAM MILLS)

43. Deliberation and possible action regarding the compensation for Robert R. Puente, President/Chief Executive Officer. (BERTO GUERRA, JR., CHAIRMAN, BOARD OF TRUSTEES)

44. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF MARCH 6, 2018, IS HEREBY ADJOURNED.
1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on January 9, 2018, 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 November 7, 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 – 24

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.

No items for this Meeting.

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 Taylor Made Hose to provide: annual contract for hydraulic air, water, fuel, and industrial hoses and fittings for the Northwest Operational area, Bid No. 15-15011, for a total of $74,000.00.

2. Acceptance of the best value bid of Texas Rural Water Association to provide: annual contract for Water and Wastewater Training Courses, Bid No. 17-5055, for a total of $108,500.00.

3. Acceptance of the bid of McGard, LLC to provide: annual contract for meter valve locks, Bid No. 17-1434, for a total of $101,458.00.

4. Acceptance of the bid of Alamo Distribution, LLC dba Alamo Iron Works to provide: annual contract for general digging tools and ladders, Bid No. 17-2070, for a total of $57,574.56.

5. Acceptance of the best value bid of GoFleet Corporation to provide: annual contract for the purchase, install, and monitor of a Global Positioning System/Automated Vehicle Locator (GPS/AVL) tracking system, Bid No. 17-1137, for a total of $1,630,886.00.
CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS,
EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to T Construction, LLC in an amount not to exceed $429,303.00 in connection with the Jones Maltsberger at the Quarry Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

8. A Resolution approving Change Order No. 5 in an amount not to exceed $147,853.60 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 approving Recapitulation Change Order No. 3 in the decreased amount of $457,663.00 to be credited to the construction contract with SAK Construction, LLC in connection with the C13 Broadway Corridor Project Packages 2.C and 4.C. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

10. A Resolution awarding a professional services contract to Arcadis U.S., Inc. in an amount not to exceed $700,000.00 in connection with the Treatment Facilities Engineering Work Order Contract. (ANDREA BEYMER – MICHAEL MYERS)

REPLACEMENT AND ADJUSTMENT PROJECTS
Governmental Relocations and Replacements

11. A Resolution approving the expenditure of funds in the amount of $101,750.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017-2018 Asphalt Overlay Contract Package 7. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

12. A Resolution approving the expenditure of funds in the amount of $129,100.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2018-2019 Concrete Pavement/Flatwork Task Order Contract Package 5. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

13. A Resolution approving the purchase agreement in the amount of $350,000.00 with Vorsons, LLC for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, approximately 3.049 acres located at 2239 Southwest Loop 410, San Antonio, Texas in the southwest quadrant of Bexar County, for the Southwest Loop 410 Elevated Storage Tank Project; authorizing the acquisition of the property in accordance with the terms of the purchase agreement; authorizing the expenditure...
of funds from the Project Fund in a total amount not to exceed $354,000.00 for the acquisition of the property and related closing and title insurance costs.  
(NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

14. A Resolution authorizing expenditures in an amount not to exceed $62,468.00 for the renewal of a one-year membership with the Water Environment and Reuse Foundation. (STEVE CLOUSE – JEFF HABY)

15. A Resolution awarding a service contract to Burgess & Niple, Inc. in an amount not to exceed $78,961.12 in connection with the Sanitary Sewer Smoke Testing in the CS15 Sub-Basin Contract. (JEFF HABY – ANNETTE DURON)

16. A Resolution awarding a construction contract to T Construction, LLC in an amount not to exceed $1,741,055.00 in connection with the 2018 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 1. (JEFF HABY – ANNETTE DURON)

17. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $2,984,100.00 in connection with the 2018 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 2. (JEFF HABY – ANNETTE DURON)

18. A Resolution awarding a construction contract to Green Hall, LLC in an amount not to exceed $565,830.00 in connection with the 2017 Annual Concrete Placement Work Order Construction Contract, Package 1. (MICHAEL BRINKMANN – ALISSA LOCKETT)

19. A Resolution awarding a construction contract to Gilbert’s Utility & Concrete Work, Inc. in an amount not to exceed $546,050.00 in connection with the 2017 Annual Concrete Placement Work Order Construction Contract, Package 2. (MICHAEL BRINKMANN – ALISSA LOCKETT)

20. A Resolution approving the Master Agreement with Applications Software Technology, LLC in an amount not to exceed $806,250.00 in connection with budget software implementation services and licenses. (MARY BAILEY – SREE PULAPAKA)


22. A Resolution approving the Internal Audit Risk Assessment and 2018 Annual Audit Plan and directing that the plan be implemented. (STACEY ISENBERT)

23. A Resolution approving the Audit Committee Charter with the proposed changes based on the required annual review. (STACEY ISENBERT)
24. A Resolution approving the Internal Audit Charter with the proposed changes based on the required annual review. (STACEY ISENBERG)

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

Mr. Rowe made a motion to approve the Consent Agenda Items 6 – 24. Ms. Jasso seconded the motion.

Consent Agenda Items 6 – 24, were unanimously approved. Verbal voting.

ITEMS FOR INDIVIDUAL CONSIDERATION


Steven Siebert presented Item 25, the appointment of members to the Citizens Advisory Panel (CAP). He reviewed the structure for the CAP and the recruiting efforts to seek nominees for existing vacancies. Starting in September, staff began recruiting efforts through the Mayor's Office and with the Board, and then went to select council districts where vacancies exist or geographic areas of the community where additional representation was needed. This year staff reached out to Council Districts 4, 7, 8 and 10, and stakeholder communities, including the Greater Bexar County Council of Cities.

He noted the individuals that were retiring from the CAP and introduced the staff recommendations for CAP membership. First, Marcy Andrade was recommended for the appointment of chair for 2018. He discussed Ms. Andrade’s background and past service on the CAP. Next, he introduced the suggested reappointments for current CAP members who were eligible for another two-year term, which included Javier Garcia, Gloria Martinez, Eddie Meza, and Denise Ojeda. He then discussed the suggested new candidates, Carolyn Beverly, Steven Dean, Anita Ledbetter, Melinda Lechuga, Matthew Scott, Erica Solis, and Mayor Robert Werner of the City of Shavano Park. Staff recommended the appointment of the chair for 2018, and the new and returning members for 2018.

Chairman Guerra recognized the members for their commitment to the citizens and their willingness to volunteer. The water utility belongs to our citizens and needed help from all points of views. On behalf of the Board and the City of San Antonio, he thanked the members for continuing to serve.

Mayor Nirenberg made a motion to approve Item 25. Mr. Rowe seconded the motion.

Mayor Nirenberg thanked the members for stepping up to serve. Again, the contributions that each person made were incredibly valuable to the organization and to the City as a whole.

Chairman Guerra recognized City Manager Bill Hill, who was also in attendance.
After no further discussion, Item 25 was unanimously approved. Electronic voting.

26. A Resolution appointing new members to the Community Conservation Committee for a two-year term expiring December 31, 2019, reappointing returning members for a term expiring December 31, 2019, and appointing the Chairperson to the Community Conservation Committee for a one-year term expiring December 31, 2018.

(GAVINO RAMOS – KAREN GUZ)

Nathan Riggs presented Item 26, the appointment of members to the Community Conservation Committee (CCC). He reviewed the structure for the CCC and the recruiting efforts to seek nominees for existing vacancies. Starting in September, staff began recruiting efforts through the Mayor's Office and with the Board and then went to select council districts where vacancies exist or geographic areas of the community where additional representation was needed.

He noted there were no individuals retiring from the CCC and introduced the staff recommendations for CCC membership. First, Laurie Casias was recommended for the appointment of chair for 2018. He discussed Ms. Casias' background and past service on the CCC. Next, he introduced the suggested reappointments for current CCC members who were eligible for another two-year term, which included Diane King, Lester Bryant, Scott Kertesz, and Alejandro Soto. He then discussed the suggested new candidates, Ernest Vara, Rebecca Salazar, and Nathan King. Staff recommended the appointment of the chair for 2018, and the new and returning members for 2018.

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

After no further discussion, Item 26 was unanimously approved. Electronic voting.

At this point in the meeting, an Executive Session was held. The time was 9:28 a.m.

34. The Regular Session of the January 9, 2018, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071, §551.072 and §551.074 of the Texas Open Meetings Act.

35. EXECUTIVE SESSION.

A. Consultation with attorneys regarding legal matters related to the Design Build Contract with Kiewit Infrastructure South Co. for the Central Water Integration Pipeline Project, Phase I Services pursuant to Tex. Gov’t. Code Sec. §551.071.

B. Consultation with attorneys and deliberation regarding the value of real property being an approximately 283.27 acre tract located at 16795 South U.S. Highway 281 in San Antonio, Bexar County, pursuant to Tex. Gov’t. Code §551.071 and §551.072.
C. Consultation with attorneys regarding legal matters related to contractor performance on the SAWS Brackish Groundwater Desalination Program pursuant to Tex. Gov’t. Code §551.071.

D. Consultation with attorneys regarding legal matters related to contractor performance on the C5 Culebra - Castroville to Laredo & C28 Zarzamora Creek - San Gabriel to NW 23rd St - Phase 1A Project pursuant to Tex. Gov’t. Code §551.071.

E. Consultation with attorneys regarding legal matters related to policies for workers compensation insurance pursuant to Tex. Gov’t. Code §551.071.

F. Deliberation regarding the employment, evaluation and duties of the President/Chief Executive Officer and consultation with attorneys regarding any related legal matters pursuant to Tex. Gov’t Code §551.074 and §551.071.

36. The Regular Session of the Regular Board Meeting of January 9, 2018, is hereby reconvened.

The meeting reconvened at 11:28 a.m. The Chairman stated that no decisions were made in Executive Session.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

27. 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)

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<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
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<td>Fischer Tract (revised)</td>
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<td>COSA ETJ</td>
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Total 142.34 500 501

Tracey Lehmann presented Item 27, the Utility Service Agreements (USA) for the Fischer Tract and the Hultz Office Building Tract.
The Fischer Tract was a 141-acre tract located off East Evans Road, east of Hwy 281 and north of Loop 1604. The developer was requesting 500 water equivalent dwelling units (EDU) and 500 wastewater EDUs. The USA was previously approved in May 2016. The project was within the City of San Antonio’s ETJ and within SAWS water and wastewater CCN. The project was not over the recharge zone and was outside the five-mile buffer for a military installation. When the USA was approved in 2016, it allocated oversize improvements to include an 8 MGD pump station, a water tank, and a 24-inch water main extension. These projects were eligible for impact fee credits at that time. The revisions to the USA included a portion of the 24-inch water main to be increased to a 30-inch main due to the relocation of the pump station. Another change included a section of 18-inch sewer main that would also be impact fee eligible. The overall development commitment for the project in May 2016 was initially approved for $8.5 million and was now $9.4 million. He reviewed project maps and proposed infrastructure options for the tract.

In the original Master Plan, the pump station was located closer to Loop 1604 where the existing 30-inch water main was located. Green Mountain Road actually cut through a hill, so the contour’s elevation was not good for a tank site. Working with the developer and their engineer, a more suitable site was found a little further up along East Evans Road. In order to feed the pump station, additional 30-inch main was needed. For the sewer service to the property, the developer was to build a gravity main from their tract straight to Wortham Oaks Lift Station to make the connection. During the review of the design, the engineer identified a creek between Fischer Tract and Wortham Oaks Lift Station. It was determined the grade could not be made to go under the creek and connect to Wortham Oaks Lift Station. The developer’s initial proposal was to build a new lift station and add a second lift station. Staff worked with the developer on a compromise. The developer would eliminate Wortham Oaks Lift Station and build a new lift station on their site as well as an interconnect. A future elimination project for not only Wortham Oaks Lift Station, but the Fox Grove and Fossil Ridge lift stations, was scheduled to start design in 2019 with construction hopefully in 2021.

The next USA was for the Hultz Office Building Tract located on the northwest side. The developer was requesting one wastewater EDU and no water EDUs. The tract was inside the City of San Antonio’s ETJ, inside the water CCN but outside the wastewater CCN. The tract was over the Edwards recharge zone, but outside the five-mile radius of the military installations. The tract would continue to use an existing private water well and discharge into SAWS sewer system. He reviewed the project map and proposed infrastructure options for the tract.

Staff recommended approval of the modifications to the USA for the Fischer Tract, and the USA for the Hultz Office Building Tract.

Ms. Merritt made a motion to approve Item 27. Mr. McGee seconded the motion.

Ms. Jasso inquired about building a new lift station, when the elimination of lift stations was preferred. Mr. Lehmann agreed that the effort was to get rid of lift stations. The best option at this point was to replace the existing lift station until the future elimination project was completed. Staff’s compromise was to not add an addition lift station, but to replace the existing one.
Ms. Jasso asked about the costs to adding a temporary lift station. Mr. Lehmann replied the lift station would be at the developer’s cost. Ms. Beymer commented on the future elimination project that was planned for construction in 2021. The $10 million project was expensive and cost prohibitive as well as the easements going through the quarry so that was why it was taking so long. The option for this tract was sort of a stop gap measure to let the developer move forward. Staff had a plan to eventually eliminate three sensitive lift stations within that area.

Mayor Nirenberg asked about the cost of the lift station and whether the project was eligible for impact fee waivers or credits. Mr. Lehmann responded there was a special impact fee for this area. These special impact fees would not be assessed because the developer was making upgrades to the capacity. Since the developer was not only moving the lift station but was also adding additional capacity, the developer was not subject to the special impact fee that was outside of the standard impact fees. The standard impact fees would be charged to connect to the system.

Mayor Nirenberg asked for more clarification to understand the special impact fee. Ms. Beymer reviewed the special impact fee that was implemented in late 2014. At the time, Chairman Guerra created a Development Task Force. The Task Force made a recommendation to create the special impact fees for two specific areas within the city. There were two developments that wanted to connect to two lift stations that were already at or near capacity. At that time, SAWS did not have a project planned to eliminate those stations. The special impact fee would give the capability to start banking money then to ultimately replace those lift stations. One area was near Evans Road and another one was just outside Helotes off Bandera Road.

Mayor Nirenberg asked if the special impact fee was in addition to the normal impact fees. Ms. Beymer confirmed.

After no further discussion, Item 27 was unanimously approved. Electronic voting.

28. A Resolution awarding a construction contract to Qro Mex Construction Co., Inc. in an amount not to exceed $3,755,970.80 in connection with the Evans Road 24-Inch Water Main Extension Project; approving a contract between the System, Qro Mex Construction Co., Inc. and KB Homes Lone Star, Inc. for the project work; authorizing the expenditures of funds in an amount of $2,887,650.80 for the System’s proportionate share of the project work payable to Qro Mex Construction Co., Inc. and the expenditure of funds in an amount of $288,765.08 for the System’s proportionate share of the engineering design fees payable to KB Homes Lone Star, Inc.

(ANDREA BEYMER – TRACEY LEHMANN)

Mr. Lehmann presented Item 28, the Evans Road 24-Inch Water Main Extension Project. The project included a portion of the Fischer Tract improvements that were required by the developer and the 24-inch and 30-inch main adjustments to the USA that were just approved by the Board. The project was located within the City of San Antonio limits, and was located at the intersection of East Evans Road and Green Mountain Road just north of Loop 1604. Again, the site was located over the Edwards Aquifer recharge zone. The project included...
oversizing, and SAWS would participate to oversize the project. A trilateral agreement would be executed for the construction of this project, and the trilateral agreement was between SAWS, the developer and the contractor. The developer would pay their proportional share of the cost of the 24-inch and 30-inch water main, and would secure engineering services.

For a large portion of these oversize projects, the developer would earn impact fee credits for their portion of the work. The impact fee credits would go towards the payment of standard impact fees. These credits were earned toward the one-time impact fee to connect services. He stated the credits were not waivers. SAWS dedicated $3 million per year in the current program through 2020 to the City of San Antonio for impact fee waivers, and the City of San Antonio allocated how those waivers were utilized.

SAWS recalculated impact fees every five years. Impact fees were based on a ten-year window of listed projects that would be needed to handle the growth in the San Antonio area. The developer would pay their share of those projects and would receive impact fee credits for their share of the project. The credits were limited. SAWS had five components to the impact fees, three for water and two for sewer. The developer could only use the credits on the specific component of an impact fee.

On the previous agenda item, the Board approved a revision to the USA for the Fischer Tract that included a 24-inch and 30-inch water main. The developer for the project was KB Homes Lone Star, Inc., and the developer would receive impact fee credits for their proportional share. The pipe would extend from Loop 1604 at Green Mountain Road up along East Evans Road to Willow Creek Way. Qro Mex Construction submitted the lowest responsible bid of $3.8 million. The bid was a 20 percent decrease from the engineer's estimate of $4.7 million. The SMWVB participation was almost 50 percent, and construction would last 200 days. He discussed SAWS oversize costs for construction and design for a total oversize cost of $3.2 million. Staff recommended the approval of funds for SAWS proportional share of the engineering and construction cost of $3.2 million and the execution of a trilateral agreement with KB Homes Lone Star, Inc. and Qro Mex Construction Company, Inc. for the Evans Road 24-inch Water Main Extension Project.

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

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

29. A Resolution awarding a construction contract to S.J. Louis Construction of Texas, Ltd. in an amount not to exceed $5,851,187.65 in connection with the Mission Del Lago – Offsite Sewer Improvements (15-Inch Required – 27-Inch Oversize) Project; approving a contract between the System, S.J. Louis Construction of Texas, Ltd. and Southstar Mission Del Lago Developer, LLC for the project work; authorizing the expenditures of funds in an amount of $4,382,367.07 for the System's proportionate share of the project work payable to S.J. Louis Construction of Texas, Ltd. and the expenditure of funds in an amount of $438,236.71 for the System’s proportionate share of the engineering design fees payable to Southstar Mission Del Lago Developer, LLC.

(ANDREA BEYMER – TRACEY LEHMANN)
Mr. Lehmann presented Item 29, the Mission Del Lago – Offsite Sewer Improvements Project. The project was within the City of San Antonio limits and was just south of Loop 410, west of Hwy 281 and southwest of the Mission Del Lago Parkway. Her reviewed maps of the project along the east side of Mitchell Lake. The project included oversizing, and SAWS would participate to oversize the project. A trilateral agreement would be executed for the construction of this project, and the trilateral agreement was between SAWS, the developer and the contractor. The developer would pay their proportional share of the cost of the sewer main, and would secure engineering services.

The Board approved the USA in May 2016, which included the oversizing of the sewer main. The developer was required to build 8-inch, 10-inch and 15-inch sewer mains throughout the tract. Staff recommended oversizing approximately 13,800 feet of 15-inch main to 27-inch sewer main. In addition, SAWS would extend the 27-inch sewer mains another 3,400 feet. The developer for the project was Southstar Mission Del Lago, LLC. The project was added after the impact fee calculations; therefore, it was not eligible for impact credits. Total pipe to be constructed was roughly 18,000 feet and would extend from the existing MRSO sewer line. The project would eliminate the Mission Del Lago lift station far north of Mitchell Lake and prevent another lift station from being built with this project.

S.J. Louis Construction of Texas, Ltd. submitted the lowest responsible bid of $5.85 million. The bid was less than one percent decrease from the engineer's estimate of $5.86 million. The SMWVB participation was 6.3 percent, and the construction duration would include 210 days. He discussed SAWS oversize costs for construction and design for a total oversize cost of $4.8 million. The developer would pay their share of roughly $1.5 million and the remaining design fees. Staff recommended the approval of funds for SAWS proportionate share of engineering and construction costs totaling $4.8 million and the execution of a trilateral agreement between Southstar Mission Del Lago Developer, LLC and S.J. Louis Construction of Texas, Ltd. for the Mission Del Lago – Offsite Sewer Improvements Project.

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

Ms. Jasso inquired about the trilateral agreement and working with the developer and contractor to meet the timelines. Mr. Puente replied the trilateral agreements were common. This was a traditional way that the developers participated in a project, when excess capacity was needed. This was also a great example of development on the south side and the redirection of growth. He discussed the massive sewer line that was built to serve the far west areas. This project would tie into that sewer line. This was a prime example of that eventual development growth wanted on the south side. The project was also tied to Mitchell Lake because of an easement that the Board would consider later. Overall, it was a great example of the success to make sure the development community knew they could develop on the south side.

Mayor Nirenberg commented that building the infrastructure was the first step to developing the south side.

Mr. Barrera added that trilateral contracts had been used certainly since the 1980's, probably before then so this was not a new concept.
After no further discussion, Item 29 was unanimously approved. Electronic voting.

Water and Sewer Line Improvements

30. A Resolution ratifying the actions of the Vice President of Engineering and Construction in awarding a construction contract to S.J. Louis Construction of Texas, Ltd. in an amount not to exceed $4,065,782.17 in connection with the C5 Culebra – Castroville to Laredo and C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1A – Trench Repair Emergency Project.

(ANDREA BEYMER – GAIL HAMRICK-PIGG)

Gail Hamrick-Pigg presented Item 30, the Laredo Street Trench Repair Emergency Project. The project was originally awarded by the Board to Spiess Construction in December 2015. The project was along South Laredo Street between South San Jacinto and South Elmendorf, and included two gravity sewer mains for a total adjusted contract of $6.6 million. In August 2017, the contract with Spiess Construction was terminated. The secondary backflow along the trench was failing and posed potential risk to the public, and required immediate repair.

In order to address this risk, the emergency bidding procedures were used that exempt the typical competitive bidding requirements. The trench failure was the emergency to protect the traveling public and property, and an emergency was declared on November 29. The emergency solicitation for bids was issued and three contractors were contacted. A mandatory site visit was conducted with the contractors and a pre-bid meeting was held on December 5. The Vice President of Engineering ratified the action to award the lowest responsible bidder, which was S.J. Louis Construction of Texas, Ltd. Notice to proceed was given on December 13, and the contract duration would be 120 days. She reviewed photos of the current condition of the trench failure along the project. There was a high volume of industrial and commercial traffic along the street. Staff had multiple steel plates placed along the project to protect the public, and have addressed concerns from council Member Shirley Gonzalez and the public along the street. She reviewed the scope of the emergency project that would re-excavate the trench down to the setting of the pipe, and then would replace the secondary backfill. The pipeline that was installed was not impacted and was in service. The work would address the backfill of the pipeline. Once of trench work was repaired, a full mill and overlay and all the related concrete work would be completed.

Three bids were received from the contractors contacted. S.J. Louis Construction of Texas, Ltd. was the low bidder with a bid of $4,065,782.17. The design engineer was CP&Y, Inc. The bid was 18 percent decrease from the engineering estimate, and the duration of the project was 120 days. Staff recommended the ratification of the actions of the Vice President of Engineering and Construction in approving the award of a construction contract to S.J. Louis Construction of Texas, Ltd., and the approval of funds in the amount of $4,065,782.17 for the construction contract.

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

Ms. Jasso asked if the pipe was okay and just the back trenching that was the problem. Ms. Hamrick-Pigg confirmed.
After no further discussion, Item 30 was unanimously approved. Electronic voting.

37. **A Resolution approving the purchase agreement in the amount of $4,000,000.00 with 16795, Ltd. for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, being approximately 283.27 acres located at 16795 South U.S. Highway 281, San Antonio, Texas in the southeast quadrant of Bexar County for the Mitchell Lake Wetlands Water Quality Treatment Project; authorizing the acquisition of the property in accordance with the terms of the purchase agreement; authorizing the expenditure of funds from the Project Fund in a total amount not to exceed $4,022,500.00 for the acquisition of the property and related closing and title insurance costs.  (NANCY BELINSKY – BRUCE HABY)**

Bruce Haby presented Item 37, the purchase of land for the Mitchell Lake Wetlands Water Quality Treatment Project. As part of the developed plan to construct the wetlands below Mitchell Lake as a filtration system, a pilot program was started. If the pilot was successful, the wetlands project would require acquisition of land. The purchase agreement was for property located by Mitchell Lake and the MRSO pipeline. A purchase agreement with the owners was for a purchase price of $4 million and earnest money of $30,000.00. During the feasibility, the title and survey were completed. As per the contract, the closing would be on or before January 31, and was subject to Board approval. Staff recommended approval of the purchase agreement in connection with the purchase of the property for the Mitchell Lake Wetlands Water Quality Treatment Project.

Ms. Jasso made a motion to approve Item 37. Mayor Nirenberg seconded the motion.

After no further discussion, Item 37 was unanimously approved. Electronic voting.

31. **BRIEFING SESSION.**

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

Donovan Burton provided a briefing on the Central Water Integration Pipeline Project. December was an important milestone in the progressive design-build project. In a progressive design-bid environment, there was some uncertainty regarding price and protections were structured into the contract with Kiewit and TetraTech, the design-build firm. Kiewit submitted an initial guaranteed maximum price as required in the contract after the 30 percent period. Staff believed the cost estimate was way beyond the expected cost of the project. Staff decided to exercise the convenience termination option within the contract, and to switch gears on project deliver to meet the project timeline. The price submitted was almost double the original construction estimate. Kiewit's submitted price was about $208 million, and the total project budget was $145 million that included construction, design and some of the costs for the owner's representative. There were several things within the price estimate that staff felt were out of line. Some of the indirect and overhead costs were above and beyond what was expected. The tunnels were a sticky point as staff discussed the price with Kiewit. Those indirect costs reverberated throughout the contract and a lot of the reasons why the proposal was higher than what was expected. The bid-build scenario would
give the ability to drive the cost much closer towards the budget than continuing in the current progressive design-build method.

Staff would continue working with TetraTech going forward to not lose time on the project. TetraTech was already designing the project and were at 30 percent design. Staff would bring a contract to the Board in February, once staff negotiated the contract with TetraTech. Staff would also ask Black & Veatch to take on a little bit larger role with more scheduling and project management as well as work on the tunneling. Kiewit was going through a geotechnical analysis to understand the geology under the area planned for the pipeline and all the structures. Staff was discussing whether those contracts would be taken over or new contracts issued to continue those efforts. In additional, some internal project restructuring would be done to drive the budget down. By acting now, SAWS could still meet all of the deadlines, particularly within the WTPA. The WTPA with Vista Ridge required the integration project to be finished by January 2020 for testing to begin by the project company, and to be fully online to integrate the water by April of 2020.

**B. Briefing and deliberation regarding Global Positioning System/Automated Vehicle Locator (GPS/AVL) Tracking System**

No discussion on Item 31B.

Chairman Guerra moved next to Item 32, the President/CEO Report.

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

**A. Briefing on Impact Fee Hardship Waiver.**

Mr. Puente discussed the Impact Fee Hardship Waiver Program. Staff was working with the Mayor's Office on patterning the program for not only residential but also small businesses. Oftentimes, a residential customer may find it cost prohibitive to hook up an existing home to SAWS system. Staff would work with the resident on some kind of waiver program. The same thing may be needed for small businesses. Staff was working to develop a program for small businesses, and would bring a full presentation to the Board at a future meeting.

He stated he wanted to mention Mike Howell, the Executive Director of TexWarn. TexWarn was an organization that provided assistance to other cities after a calamity. Mr. Howell testified at the U.S. Congress before one of the House Committees and mentioned what SAWS had done after Hurricane Harvey. He complimented SAWS in front of Congress and how we were able to not only help Rockport but Port Aransas through the program. Understanding and knowing that this was a cost to the ratepayers, staff kept detailed records of the money spent, the equipment utilized, and the manpower used. The State of Texas accepted 75 percent of the expenses and paid SAWS immediately. The remaining 25 percent of the costs would be reviewed before the state for reimbursement.

**B. SAWS 2017 Accomplishments**

Mr. Puente introduced a video of SAWS accomplishments in 2017. Video was played.
Chairman Guerra asked that the video be sent to each of the Trustees. Mr. Puente confirmed. He recognized the 1,700 employees for a successful 2017. Chairman Guerra agreed and congratulated the entire team on a good year.

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

Ms. Jasso inquired about the briefing on the Global Positioning System and Automated Vehicle Locator Tracking System. Chairman Guerra stated the item was pulled. Mr. Puente added the item would be presented along with another presentation regarding Fleet at a future meeting.

Ms. Merritt asked that staff provide a follow-up report on the acquisition of the Mitchell Lake property. Chairman Guerra confirmed.

38. **Adjournment.** THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF JANUARY 9, 2018, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of January 9, 2018, adjourned at 12:22 p.m.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>This Board Meeting</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Contracts (SMWB)</td>
<td>Estimated Amount (SMWB)</td>
</tr>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>0 0</td>
<td>0.00 0.00</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>2 0</td>
<td>$168,879.66 0.00</td>
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</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</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

Approved:  

Robert R. Puente  
President/Chief Executive Officer

Reviewed:  

Marisol V. Robles  
SMWB Program Manager
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING BIDS AND AWARDING CONTRACTS FOR THE PROCUREMENT OF CERTAIN SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES; AUTHORIZING EXPENDITURES TO PRODUCE 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 6th day of March, 2018

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>NO ITEMS TO REPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Board Date: March 6, 2018
**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. Act Pipe &amp; Supply</td>
<td>Annual Contract for the Purchase of Vent-O-Mat Air Release Valves Bid No. 18-1420</td>
<td>All</td>
<td>$105,556.76</td>
<td>This is a new contract. This contract will be utilized by System warehouse for the purchase of Air Release Valves on an as needed basis to be used by maintenance crews for water &amp; wastewater lines to relieve pressure on pipelines. This contract will be effective Date of Award (March 6, 2018) through December 31, 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. Core &amp; Main, LP</td>
<td>Annual Contract for Brass Gate Valves, Bronze Globe Valves and Brass Ball Valves Bid No. 18-0025</td>
<td>All</td>
<td>$63,322.90</td>
<td>This is a new contract. This contract will be utilized for the purchase of brass gate valves, bronze globe valves and brass ball valves on an as needed basis to be used by maintenance crew to repair water service lines. This contract will be effective Date of Award (March 6, 2018) through May 31, 2019. 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>

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

**Board Date: March 6, 2018**
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

PROPOSAL: Annual Contract for the Purchase of Vent-O-Mat Air Release Valve

FOR: (Date of Award through December 31, 2018)

DATE: 3:00 p.m., January 30, 2018

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
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<td>1</td>
<td>Valve, Air Release, Size 1&quot;, Connection: Threaded - NPT Male, 363 PSI, Mfg: Vent-O-Mat; Model No. 025-RB-X25-21-S4, SAWS #49235 or approved equal</td>
<td>670.55</td>
<td>13,411.00</td>
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<td>2</td>
<td>Valve, Air Release, Size 2&quot;, Connection: Threaded - NPT Male, 363 PSI, Mfg: Vent-O-Mat; Model No. 05-RB-X25-21-S4, SAWS #49236 or approved equal</td>
<td>973.76</td>
<td>48,688.00</td>
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<td>3</td>
<td>Valve, Air Release, Size 4&quot;, Connection: Flange, 363 PSI, Mfg: Vent-O-Mat, Model No. 100-RB-X-25-61-S4, SAWS #49237 or approved equal</td>
<td>4,345.77</td>
<td>43,457.70</td>
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</table>

<table>
<thead>
<tr>
<th>Manufacturer/ Model No.</th>
<th>*</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>105,556.70</strong></td>
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| EXTENSION 1 | **105,556.70** |
| EXTENSION 2 | **105,556.70** |
| EXTENSION 3 | **105,556.70** |

<table>
<thead>
<tr>
<th>Terms</th>
<th>Net 30 days</th>
<th>Net 30 days</th>
<th>Net 30 days</th>
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<tbody>
<tr>
<td>Delivery Days</td>
<td>15-20 days</td>
<td>12 days</td>
<td></td>
</tr>
</tbody>
</table>

*BID NOT TABULATED ITEMS NOT APPROVED

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

- Act Pipe & Supply
- Cohen Pipe
- Core and Main
- Cortix
- Ferguson Water Works
- Fortline
- Hydropro Solutions
- KLP Commercial
- Milford Online
- MS Techline
- Municipal Valve & Equipment
- Demandstar
- SAWS Website
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**Proposed Contract for Brass Gate Valve, Brass Globe Valves and Brass Ball Valves**

(Date of Award Through May 31, 2019)

<table>
<thead>
<tr>
<th>Make and Model quoting</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td><strong>GROUP 1, GATE VALVE</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>1. 30 ea. (SAWS #17153) 1/2&quot; brass gate valve</td>
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<td>Hammon UP105, Bx Qty 36</td>
<td>Milwaukee UP105, Bx Qty 36</td>
<td>Nibco T133, Bx Qty 10</td>
</tr>
<tr>
<td>2. 20 ea. (SAWS #17166) 3/8&quot; brass gate valve</td>
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<td>UNIT</td>
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<td>PRICE</td>
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<td>Hammon UP65, Bx Qty 6</td>
<td>Milwaukee UP65, Bx Qty 6</td>
<td>Nibco T133, Bx Qty 10</td>
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<tr>
<td>3. 250 ea. (SAWS #17164) 3/4&quot; brass gate valve</td>
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<td>UNIT</td>
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<td>57.24</td>
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<td>11,250.00</td>
<td>14,305.00</td>
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<td>Nibco T133, Bx Qty 10</td>
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<td>4. 100 ea. (SAWS #17151) 1&quot; brass gate valve</td>
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<td>5. 30 ea. (SAWS #17156) 1-1/4&quot; brass gate valve</td>
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<td>Nibco T133, Bx Qty 2</td>
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<tr>
<td>6. 70 ea. (SAWS #17155) 1-1/2&quot; brass gate valve</td>
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<td>Milwaukee UP105, Bx Qty 8</td>
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<td>7. 100 ea. (SAWS #17160) 2&quot; brass gate valve</td>
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<td>Milwaukee UP105, Bx Qty 6</td>
<td>Nibco T133, Bx Qty 2</td>
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**TOTAL GROUP 1**

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<tr>
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<th>UNIT</th>
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**GROUP 2, GLOBE VALVE**

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<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 10 ea. (SAWS #17178) 1/4&quot; bronze globe valve stem rising, threaded</td>
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<td>UNIT</td>
<td>54.37</td>
<td>64.00</td>
<td>79.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRICE</td>
<td>543.70</td>
<td>640.00</td>
<td>794.90</td>
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<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>Hammon UP40, Bx Qty 10</td>
<td>Milwaukee UP502, Bx Qty 10</td>
<td>Nibco T211, Bx Qty 5</td>
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<tr>
<td>2. 30 ea. (SAWS #17183) 3/8&quot; bronze globe valve stem rising, threaded</td>
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<td>64.00</td>
<td>79.49</td>
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<tr>
<td></td>
<td></td>
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<td>543.70</td>
<td>640.00</td>
<td>794.90</td>
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<tr>
<td></td>
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<td>Milwaukee UP502, Bx Qty 10</td>
<td>Nibco T211, Bx Qty 5</td>
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<tr>
<td>3. 30 ea. (SAWS #17179) 1/2&quot; bronze globe valve stem rising, threaded</td>
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<td></td>
<td></td>
<td>PRICE</td>
<td>543.70</td>
<td>640.00</td>
<td>794.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>Hammon UP40, Bx Qty 10</td>
<td>Milwaukee UP502, Bx Qty 10</td>
<td>Nibco T211, Bx Qty 5</td>
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<td>4. 10 ea. (SAWS #17182) 3/4&quot; bronze globe valve stem rising, threaded</td>
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<td>Nibco T211, Bx Qty 5</td>
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<td>5. 5 ea. (SAWS #17177) 1&quot; bronze globe valve stem rising, threaded</td>
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**TOTAL GROUP 2**

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<tr>
<td>------------------------</td>
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<tr>
<td>1. Brass ball valve handle lever, threaded</td>
<td>UNIT</td>
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<td>14.47</td>
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<tr>
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<td>14.47</td>
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<tr>
<td>3. Brass ball valve handle lever, threaded</td>
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<td>Make and Model quoting</td>
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<td>4. Brass ball valve handle lever, threaded</td>
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<td>Make and Model quoting</td>
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<tr>
<td>5. Brass ball valve handle lever, threaded</td>
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<td>12.50</td>
<td>14.47</td>
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<td>Make and Model quoting</td>
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<tr>
<td>6. Brass ball valve handle lever, threaded</td>
<td>UNIT</td>
<td>10.64</td>
<td>12.50</td>
<td>14.47</td>
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<tr>
<td>Make and Model quoting</td>
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<tr>
<td>7. Brass ball valve handle lever, threaded</td>
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<td>14.47</td>
</tr>
<tr>
<td>Make and Model quoting</td>
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<td>Hammond 8901, Bx Qty 10</td>
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<td>TOTAL GROUP 3</td>
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<td>15 days</td>
<td>10-15 days</td>
<td></td>
</tr>
</tbody>
</table>

*LOW BIDDER
SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,627,342.85 to R.L. Jones, L.P., a local, SBE contractor, in connection with the 2018 Pipelines Water and Sewer Construction Package I.

- The 2018 Pipelines Water and Sewer Construction Package I is required to ensure that the San Antonio Water System (the “System”) is able to meet the construction schedules of other agencies.
- The contract will construct projects that include the replacement, adjustment, or installation of water and sewer facilities required in connection with the City of San Antonio’s Infrastructure Maintenance Program as illustrated on the attached maps.
- The water work will include approximately 5,897 feet of 8-inch water main.
- The sewer work will include approximately 3,079 feet of 8-inch sewer main.
- R.L. Jones, L.P., has submitted the lowest responsible bid of $1,627,342.85.
- The design of projects assigned to this contract will be done under current Engineering Design Services contracts, also known as Work Order Engineering Design Services contracts.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 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 $1,019,266.00 for water related work. The job number is 17-5137-000.
The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $608,076.85 for sewer related work. The job number is 17-5617-000.

SUPPLEMENTARY COMMENTS:

S&GE, L.L.C. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $2,318,941.61.

A bid opening was held on February 5, 2018 at 10:00 AM. The following bids were submitted:

<table>
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<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.L. Jones, L.P.*</td>
<td>$1,627,342.85</td>
<td>Local/SBE</td>
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<tr>
<td>Qro Mex Construction Company, Inc.</td>
<td>$1,652,162.50</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Company, Inc.</td>
<td>$1,755,240.00</td>
<td>Local/MBE–Hispanic</td>
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<td>E-Z Bel Construction, L.L.C.</td>
<td>$1,831,379.93</td>
<td>Local/MBE–Hispanic</td>
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<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,910,391.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Harper Brothers Construction, L.L.C.</td>
<td>$1,943,934.80</td>
<td>Local/Non–SMWVB</td>
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<td>D. Guerra Construction, L.L.C.</td>
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<td>Local/MBE–Hispanic</td>
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<td>Nerie Construction, L.L.C.</td>
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<td>Non–Local/MBE–Hispanic</td>
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<td>Engineer’s Estimate</td>
<td>$2,318,941.61</td>
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<tr>
<td>T Construction, L.L.C</td>
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<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Atlas Construction, L.L.C.</td>
<td>$2,996,474.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
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*Lowest Responsible Bidder

The bid amount represents a 29.8 percent decrease from the estimated construction cost.

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

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th>R.L. Jones, L.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>68.97%</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>7.68%</td>
</tr>
<tr>
<td>MBE – Other</td>
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<td>WBE – Minority</td>
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<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
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<tr>
<td>Total SMWVB</td>
<td>76.65%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
2018 Pipelines Water and Sewer Construction Contract Package I

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

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
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

2018 PIPELINES WATER AND SEWER
CONSTRUCTION PACKAGE I

LEGEND

PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO R.L. JONES, L.P. IN THE AMOUNT OF $1,627,342.85 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE I; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,627,342.85 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 R.L. JONES, L.P., AND TO PAY R.L. JONES, L.P. AN AMOUNT NOT TO EXCEED $1,627,342.85 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 construction projects of other governmental agencies may require the replacement, adjustment or installation of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the 2018 Pipelines Water and Sewer Construction Package I provides an alternate to conventional design-bid-build construction of individual projects in order to expedite project completion; and

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

WHEREAS, R.L Jones, L.P., a local, SBE contractor, has submitted a bid in the amount of $1,627,342.85 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $1,627,342.85 are required for the project work; and

WHEREAS, the amount of $1,627,342.85 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 award a construction contract to R.L. Jones, L.P. in the amount of $1,627,342.85 in connection with the 2018 Pipelines Water and Sewer Construction Package I, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,627,342.85 from the System’s Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed
designee to execute a construction contract with R.L. Jones, L.P., and to pay R.L. Jones, L.P. an amount not to exceed $1,627,342.85 for the project work; now, therefore:

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

1. That a construction contract in the amount of $1,627,342.85 is hereby awarded R.L. Jones, L.P. in connection with the 2018 Pipelines Water and Sewer Construction Package I.

2. That the expenditure of funds in an amount not to exceed $1,627,342.85 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with R.L. Jones, L.P., and to pay R.L. Jones, L.P. an amount not to exceed $1,627,342.85 in connection with the 2018 Pipelines Water and Sewer Construction Package I.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March, 2018.

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 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE II

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $2,689,035.80 to Qro Mex Construction, Inc., a local, MBE-Hispanic contractor, in connection with the 2018 Pipelines Water and Sewer Construction Package II.

- The 2018 Pipelines Water and Sewer Construction Package II is required to ensure that the San Antonio Water System (the “System”) is able to meet the construction schedules of other agencies.

- The contract will construct projects that include the replacement, adjustment, or installation of water and sewer facilities required in connection the City of San Antonio’s Infrastructure Maintenance Program as illustrated on the attached maps.

- The water work will include approximately 8,007 feet of 6-inch through 12-inch water mains.

- The sewer work will include approximately 5,892 feet of 6-inch through 8-inch sewer mains.

- Qro Mex Construction, Inc. has submitted the lowest responsible bid of $2,689,035.80.

- The design of projects assigned to this contract will be done under current Engineering Design Services contracts, also known as Work Order Engineering Design Services contracts.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 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 $1,500,938.00 for water related work. The job number is 17-5138-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $1,188,097.80 for sewer related work. The job number is 17-5618-000.

SUPPLEMENTARY COMMENTS:

Brown & Gay Engineers, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $3,439,270.00.

A bid opening was held on February 5, 2018 at 11:30 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>Qro Mex Construction, Inc.*</td>
<td>$2,689,035.80</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, L.P.</td>
<td>$2,770,521.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$2,831,589.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and</td>
<td>$2,838,465.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Oil-Field Services Company, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-Z Bel Construction, L.L.C.</td>
<td>$2,866,062.69</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Harper Brothers Construction</td>
<td>$3,018,050.00</td>
<td>Local/Non–SWMVB</td>
</tr>
<tr>
<td>Nerie Construction, L.L.C.</td>
<td>$3,083,149.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$3,439,270.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>T Construction, L.L.C</td>
<td>$3,502,056.80</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 21.8 percent decrease from the estimated construction cost.

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

<table>
<thead>
<tr>
<th>2018 Pipelines Water and Sewer Construction Package II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qro Mex Construction, Inc.</td>
</tr>
<tr>
<td>SMWVB Analysis – Board Award</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE – African American</td>
</tr>
<tr>
<td>MBE – Asian</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
</tr>
<tr>
<td>MBE – Other</td>
</tr>
<tr>
<td>WBE – Minority</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
</tr>
<tr>
<td>Total SMWVB</td>
</tr>
</tbody>
</table>
Award of Construction Contract
2018 Pipelines Water and Sewer Construction Package II

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

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 AWARDING A CONSTRUCTION CONTRACT TO QRO MEX CONSTRUCTION, INC. IN THE AMOUNT OF $2,689,035.80 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE II; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $2,689,035.80 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 QRO MEX CONSTRUCTION, INC., AND TO PAY QRO MEX CONSTRUCTION, INC. AN AMOUNT NOT TO EXCEED $2,689,035.80 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 construction projects of other governmental agencies may require the replacement, adjustment or installation of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the 2018 Pipelines Water and Sewer Construction Package II provides an alternate to conventional design-bid-build construction of individual projects in order to expedite project completion; and

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

WHEREAS, Qro Mex Construction, Inc., a local, MBE-Hispanic contractor, has submitted a bid in the amount of $2,689,035.80 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $2,689,035.80 are required for the project work; and

WHEREAS, the amount of $2,689,035.80 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 award a construction contract to Qro Mex Construction, Inc. in the amount of $2,689,035.80 in connection with the 2018 Pipelines Water and Sewer Construction Package II, (ii) to approve the expenditure of funds and make available an amount not to exceed $2,689,035.80 from the System’s
Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Qro Mex Construction, Inc., and to pay Qro Mex Construction, Inc. an amount not to exceed $2,689,035.80 for the project work; now, therefore:

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

1. That a construction contract in the amount of $2,689,035.80 is hereby awarded to Qro Mex Construction, Inc. in connection with the 2018 Pipelines Water and Sewer Construction Package II.

2. That the expenditure of funds in an amount not to exceed $2,689,035.80 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Qro Mex Construction, Inc., and to pay Qro Mex Construction, Inc. an amount not to exceed $2,689,035.80 in connection with the 2018 Pipelines Water and Sewer Construction Package II.

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 6th day of March, 2018.

______________________________
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 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE III

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,252,703.00 to Qro Mex Construction, Inc., a local, MBE-Hispanic contractor, in connection with the 2018 Pipelines Water and Sewer Construction Package III.

- The 2018 Pipelines Water and Sewer Construction Package III is required to ensure that the San Antonio Water System (the “System”) is able to meet the construction schedules of other agencies.

- The contract will construct projects that include the replacement, adjustment, or installation of water and sewer facilities required in connection with the City of San Antonio’s Infrastructure Maintenance Program as illustrated on the attached maps.

- The water work will include approximately 5,053 feet of 6-inch through 8-inch water mains.

- The sewer work will include approximately 2,864 feet of 8-inch sewer main.

- Qro Mex Construction, Inc., has submitted the lowest responsible bid of $1,252,703.00.

- The design of projects assigned to this contract will be done under current Engineering Design Services contracts, also known as Work Order Engineering Design Services contracts.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 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 $677,350.30
for water related work. The job number is 17-5139-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $575,352.70 for sewer related work. The job number is 17-5619-000.

**SUPPLEMENTARY COMMENTS:**

K Friese & Associates, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $1,446,444.00.

A bid opening was held on February 5, 2018 at 2:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qro Mex Construction, Inc.*</td>
<td>$1,252,703.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,446,444.00</td>
<td>Local/SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Service Company, Inc.</td>
<td>$1,503,219.50</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>E-Z Bel Construction, L.L.C.</td>
<td>$1,524,960.20</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Harper Brothers Construction</td>
<td>$1,597,863.00</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,616,408.50</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>T Construction, L.L.C.</td>
<td>$1,645,937.60</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>D. Guerra Construction, L.L.C.</td>
<td>$1,651,473.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, L.P.</td>
<td>$1,710,350.50</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Nerie Construction, L.L.C.</td>
<td>$1,790,950.00</td>
<td>Non–Local /MBE–Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 13.4 percent decrease from the estimated construction cost.

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

<table>
<thead>
<tr>
<th>2018 Pipelines Water and Sewer Construction Package III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qro Mex Construction, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>72.46%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total SMWVB</strong></td>
<td><strong>72.46%</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
2018 Pipelines Water and Sewer Construction Package III

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

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

2018 PIPELINES WATER AND SEWER
CONSTRUCTION PACKAGE III

LEGEND
★ PROJECT SITE
☐ EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO QRO MEX CONSTRUCTION, INC. IN THE AMOUNT OF $1,252,703.00 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE III; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,252,703.00 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 QRO MEX CONSTRUCTION, INC., AND TO PAY QRO MEX CONSTRUCTION, INC. AN AMOUNT NOT TO EXCEED $1,252,703.00 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 construction projects of other governmental agencies may require the replacement, adjustment or installation of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the 2018 Pipelines Water and Sewer Construction Package III provides an alternate to conventional design-bid-build construction of individual projects in order to expedite project completion; and

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

WHEREAS, Qro Mex Construction, Inc., a local, MBE-Hispanic contractor, has submitted a bid in the amount of $1,252,703.00 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $1,252,703.00 are required for the project work; and

WHEREAS, the amount of $1,252,703.00 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 award a construction contract to Qro Mex Construction, Inc. in the amount of $1,252,703.00 in connection with the 2018 Pipelines Water and Sewer Construction Package III, (ii) to approve the expenditure of funds make available an amount not to exceed $1,252,703.00 from the System’s
Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Qro Mex Construction, Inc., and to pay Qro Mex Construction, Inc an amount not to exceed $1,252,703.00 to, for the project work; now, therefore:

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

1. That a construction contract in the amount of $1,252,703.00 is hereby awarded to Qro Mex Construction, Inc. in connection with the 2018 Pipelines Water and Sewer Construction Package III.

2. That the expenditure of funds in an amount not to exceed $1,252,703.00 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Qro Mex Construction, Inc., and to pay Qro Mex Construction, Inc. an amount not to exceed $1,252,703.00 in connection with the 2018 Pipelines Water and Sewer Construction Package III.

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 6th day of March, 2018.

______________________________
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 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE IV  

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $790,585.00 to San Antonio Constructors, Ltd., a local, SBE contractor, in connection with the 2018 Pipelines Water and Sewer Construction Package IV.

- The 2018 Pipelines Water and Sewer Construction Package IV is required to ensure that the San Antonio Water System (the “System”) is able to meet the construction schedules of other agencies.

- The contract will construct projects that include the replacement, adjustment, or installation of water and sewer facilities required in connection with the City of San Antonio’s Infrastructure Maintenance Program as illustrated on the attached maps.

- The water work will include approximately 3,364 feet of 6-inch through 12-inch water mains.

- The sewer work will include approximately 875 feet of 8-inch sewer main.

- San Antonio Constructors, Ltd. has submitted the lowest responsible bid of $790,585.00.

- The design of projects assigned to this contract will be done under current Engineering Design Services contracts, also known as Work Order Engineering Design Services contracts.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 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 $529,413.00.
for water related work. The job number is 17-5140-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $261,172.00 for sewer related work. The job number is 17-5620-000.

SUPPLEMENTARY COMMENTS:

Unintech Consulting Engineers, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $965,627.16.

A bid opening was held on February 6, 2018 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>San Antonio Constructors, Ltd.*</td>
<td>$790,585.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Co., Inc.</td>
<td>$795,362.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$847,918.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>D. Guerra Construction, L.L.C.</td>
<td>$913,591.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>E-Z Bel Construction, L.L.C.</td>
<td>$927,675.20</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Nerie Construction, L.L.C.</td>
<td>$962,304.60</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$965,627.16</td>
<td></td>
</tr>
<tr>
<td>T Construction, L.L.C.</td>
<td>$1,005,550.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents an 18.1 percent decrease from the estimated construction cost.

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

<table>
<thead>
<tr>
<th>2018 Pipelines Water and Sewer Construction Package IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Antonio Constructors, Ltd.</td>
</tr>
<tr>
<td>SMWVB Analysis – Board Award</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE – African American</td>
</tr>
<tr>
<td>MBE – Asian</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
</tr>
<tr>
<td>MBE – Other</td>
</tr>
<tr>
<td>WBE – Minority</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
</tr>
<tr>
<td><strong>Total SMWVB</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
2018 Pipelines Water and Sewer Construction Package IV

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

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 AWARDING A CONSTRUCTION CONTRACT TO SAN ANTONIO CONSTRUCTORS, LTD. IN THE AMOUNT OF $790,585.00 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE IV; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $790,585.00 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 SAN ANTONIO CONSTRUCTORS, LTD., AND TO PAY SAN ANTONIO CONSTRUCTORS, LTD. AN AMOUNT NOT TO EXCEED $790,585.00 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 construction projects of other governmental agencies may require the replacement, adjustment or installation of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the 2018 Pipelines Water and Sewer Construction Package IV provides an alternate to conventional design-bid-build construction of individual projects in order to expedite project completion; and

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

WHEREAS, San Antonio Constructors, Ltd., a local, SBE contractor, has submitted a bid in the amount of $790,585.00 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $790,585.00 are required for the project work; and

WHEREAS, the amount of $790,585.00 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 award a construction contract to San Antonio Constructors, Ltd. in the amount of $790,585.00 in connection with the 2018 Pipelines Water and Sewer Construction Package IV, (ii) to approve the
expenditure of funds and make available an amount not to exceed $790,585.00 from the System’s Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with San Antonio Constructors, Ltd., and to pay San Antonio Constructors, Ltd. an amount not to exceed $790,585.00 for the project work; now, therefore:

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

1. That a construction contract in the amount of $790,585.00 is hereby awarded to San Antonio Constructors, Ltd. in connection with the 2018 Pipelines Water and Sewer Construction Package IV.

2. That the expenditure of funds in an amount not to exceed $790,585.00 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with San Antonio Constructors, Ltd., and to pay San Antonio Constructors, Ltd. an amount not to exceed $790,585.00 in connection with the 2018 Pipelines Water and Sewer Construction Package IV.

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 6th day of March, 2018.

________________________________________
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 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE V

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,661,670.00 to Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, in connection with the 2018 Pipelines Water and Sewer Construction Package V.

- The 2018 Pipelines Water and Sewer Construction Package V is required to ensure that the San Antonio Water System (the “System”) is able to meet the construction schedules of other agencies. This contract allows construction projects to be assigned as soon as they are identified and designed, thereby avoiding delays associated with the conventional bid process for individual projects.

- The contract will construct projects that include the replacement, adjustment, or installation of water and sewer facilities required in connection with another agency’s project including, but not limited to, the City of San Antonio’s Infrastructure Maintenance Program.

- This contract is being implemented as an alternative to the utilizing the System’s construction forces and conventional design-bid-build construction.

- The volume of projects anticipated and the time frames required for advertisement, award, and execution of construction contracts could delay other agency projects.

- As projects are identified, they will be assigned to the contract by work order.

- The water work will include approximately 3,540 feet of 6-inch through 12-inch water mains.

- The sewer work will include approximately 2,540 feet of 8-inch through 15-inch sewer mains.

- Facilities Rehabilitation, Inc. has submitted the lowest responsible bid of $1,661,670.00.
- The design of projects assigned to this contract will be done under current Engineering Design Services contracts, also known as Work Order Engineering Design Services contracts.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2018 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 $898,340.00 for water related work. The job number is 17-5146-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $763,330.00 for sewer related work. The job number is 17-5627-000.

**SUPPLEMENTARY COMMENTS:**

K Friese & Associates, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $1,852,385.00

A bid opening was held on February 6, 2018 at 11:00 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>Facilities Rehabilitation, Inc.*</td>
<td>$1,661,670.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Company, Inc.</td>
<td>$1,824,280.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>D. Guerra Construction, L.L.C.</td>
<td>$1,851,625.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,852,385.00</td>
<td></td>
</tr>
<tr>
<td>Nerie Construction, L.L.C.</td>
<td>$2,179,775.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, L.P.</td>
<td>$2,194,405.00</td>
<td>Local/SBE</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 10.3 percent decrease from the estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the following table:
Award of Construction Contract
2018 Pipelines Water and Sewer Construction Package V

2018 Pipelines Water and Sewer Construction Package V
Facilities Rehabilitation, Inc.

<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>97.59%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total SMWVB</strong></td>
<td><strong>97.59%</strong></td>
</tr>
</tbody>
</table>

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC. IN THE AMOUNT OF $1,661,670.00 IN CONNECTION WITH THE 2018 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE V; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,661,670.00 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 FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,661,670.00 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 construction projects of other governmental agencies may require the replacement, adjustment or installation of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the 2018 Pipelines Water and Sewer Construction Package V provides an alternate to conventional design-bid-build construction of individual projects in order to expedite project completion; and

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

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, has submitted a bid in the amount of $1,661,670.00 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $1,661,670.00 are required for the project work; and

WHEREAS, the amount of $1,661,670.00 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 award a construction contract to Facilities Rehabilitation, Inc. in the amount of $1,661,670.00 in connection with the 2018 Pipelines Water and Sewer Construction Package V, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,661,670.00 from the System’s
Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction work order contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,661,670.00 for the project work; now, therefore:

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

1. That a construction contract in the amount of $1,661,670.00 is hereby awarded to Facilities Rehabilitation, Inc. in connection with the 2018 Pipelines Water and Sewer Construction Package V.

2. That the expenditure of funds in an amount not to exceed $1,661,670.00 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,661,670.00 in connection with the 2018 Pipelines Water and Sewer Construction Package V.

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 6th day of March, 2018.

__________________________
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: RATIFICATION OF CHANGE ORDER NO. 8 IN CONNECTION WITH THE W-6: WESTERN WATERSHED SEWER RELIEF LINE (P-3 AND P-4 – MIDDLE SEGMENT) PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Engineering and Construction in approving Change Order No. 8 in the amount of $145,545.10. It further amends Resolution No. 16-214 by approving additional funds in the total amount of $145,545.10 payable to Spiess Construction Co., Inc., non-local, SBE contractor, in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project.

- The contract that is the subject of the attached resolution will authorize work that is required by 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 W-6: Western Watershed Sewer Relief Line Project is being constructed in three segments: Lower, Middle, and Upper. The project consists of approximately 8 miles of 78-inch to 96-inch sewer mains from a point on the south side of Highway 90 near Camargo Park then generally following a route parallel to Leon Creek flowing by gravity to a tie in point on the north side of Loop 410.

- This project was identified in the Wastewater Master Plan development by the System’s Master Planning Division. This project will replace sewer pipe and associated siphons, which are in poor condition and lack capacity to handle the future needs of the sewershed.

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

- During construction, it was discovered that the existing 36-inch recycled water main was shallower than expected. Special engineered shoring is required for approximately 250 feet of recycled water main in order to complete the project work.
Ratification of Change Order No. 8

W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project

- The contractor provided a proposal to provide engineered special shoring of the 36-inch recycled water main at a cost of $145,545.10.
- Change Order No. 8, in the amount of $145,545.10, provides for the engineered special shoring of the 36-inch recycled water main.
- Ratification of Change Order No. 8 is required to avoid further delays of the project.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this additional expenditure included in the CY 2018 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $145,545.10 for Change Order No. 8 and funds will be transferred from the 2018 Owner Controlled Construction Changes line item. The job number is 15-4504.

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. 16-214)</td>
<td>$11,949,261.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 7</td>
<td>3,351,362.22</td>
</tr>
<tr>
<td>Proposed Change Order No. 8</td>
<td>145,545.10</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$15,446,168.32</td>
</tr>
</tbody>
</table>

The new contract amount for the System’s work as a result of this change order is $15,446,168.32, which represents a 29.3 percent increase to the original contract amount.

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 AMENDING RESOLUTION NO. 16-214 BY APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $145,545.10 PAYABLE TO SPIESS CONSTRUCTION CO., INC. IN CONNECTION WITH THE W-6: WESTERN WATERSHED SEWER RELIEF LINE (P-3 AND P-4 – MIDDLE SEGMENT) PROJECT; APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $145,545.10 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM'S PROJECT FUND FOR ADDITIONAL PROJECT WORK; RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF ENGINEERING AND CONSTRUCTION IN APPROVING CHANGE ORDER NO. 8 IN THE TOTAL AMOUNT OF $145,545.10; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 8 AND TO PAY SPIESS CONSTRUCTION CO., INC., AN ADDITIONAL AMOUNT NOT TO EXCEED $145,545.10 FOR THE 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 San Antonio Water System (the “System”) is undertaking to construct wastewater facilities for the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project (the “project work”) as part of its Capital Improvements Program and was identified in the Wastewater Master Plan development by the System’s Master Planning Division to replace sewer mains which are in poor condition and lack capacity to handle the future needs of the sewershed; and

WHEREAS, the W-6: Western Watershed Sewer Relief Line Project is being constructed in three segments: Lower, Middle, and Upper and consists of approximately eight miles of 78-inch to 96-inch sewer mains from a point on the south side of Highway 90 near Camargo Park then generally following a route parallel to Leon Creek flowing by gravity to a tie in point on the north side of Loop 410; and

WHEREAS, the Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor on a “best value” method, instead of a low bid method; and

WHEREAS, a Competitive Sealed Proposal for the W-6: Western Watershed
Sewer Relief Line (P-3 and P-4 – Middle Segment) Project was advertised and Spiess Construction Co., Inc., submitted the best value and the most qualifying proposal of $11,949,261.00; and

WHEREAS, during construction, it was discovered that the existing 36-inch recycled water main was shallower than expected. Special engineered shoring is required for approximately 250 feet of recycled water main in order to complete the project work; and

WHEREAS, the contractor provided a proposal to provide engineered special shoring of the 36-inch recycled water main at a cost of $145,545.10; and

WHEREAS, Order No. 8, in the amount of $145,545.10, provides for the engineered special shoring of the 36-inch recycled water main; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend Resolution No. 16-214 by approving the expenditure of an additional amount not to exceed $145,545.10 payable to Spiess Construction Co., Inc. in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project, (ii) to approve an additional amount not to exceed $145,545.10 from the System’s Project Fund for additional work, (iii) to ratify the actions of the Vice President of Engineering and Construction in approving Change Order No. 8, in the amount of for additional project work, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 8, and pay an additional amount not to exceed $145,545.10 to Spiess Construction Co., Inc., for the additional project work; now, therefore:

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

1. That Resolution No. 16-214 is hereby amended by authorizing additional funds in an amount not to exceed $145,545.10 payable to Spiess Construction Co., Inc. in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project.

2. That an additional amount not to exceed $145,545.10 is hereby made available and is to be expended from the System’s Project Fund.

3. That the actions of the Vice President of Engineering and Construction in approving Change Order No. 8, in the amount of $145,545.10 for the additional project work in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) Project are hereby ratified.

4. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 8 and to pay Spiess Construction Co., Inc., an additional amount not to exceed $145,545.10 for the additional project work in connection with the W-6: Western Watershed Sewer Relief Line (P-3 and P-4 – Middle Segment) 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 6th day of March, 2018.

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. 5 IN CONNECTION WITH THE ANNUAL 2013 OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 5 in the decreased amount of $155,412.13 to be credited to the construction contract with Atlas Construction Corp., a non-local, MBE-Hispanic contractor, in connection with the Annual 2013 Open Cut Water Work Order Construction Contract. It further returns the construction contingency funds in the amount of $166,713.51 for a total amount of $322,125.64 to the Project Fund and closes the contract.

- The Annual 2013 Open Cut Water Work Order Construction Contract with Atlas Construction Corp. in the amount of $2,712,550.00 was authorized by Resolution No. 13-368 on December 3, 2013. Funds in the amount of $200,000.00 were authorized for construction contingency.

- The Annual 2013 Open Cut Water Work Order Construction Contract allowed the San Antonio Water System to make emergency repairs of any unforeseen water line failures identified by Operations that must be repaired on an expedited basis and work orders were issued for each individual project based on pre-defined items of work.

- Change Order Nos. 1, 2, 3, and 4 were in amounts that did not require Board approval. The combined total was for an increased amount of $33,286.49.

- Change Order No. 5 recapitulates the construction contract quantities in the decreased amount of $155,412.13. It further returns the remaining construction contingency funds in the amount of $166,713.51 for a total amount of $322,125.64 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 2013 Capital Improvement Program, Water Delivery Business category, Annual 2013 Open Cut Water Work Order Construction Contract under water job number 13-4004.

The authorizations for this project is as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No.13-368)</td>
<td>$2,712,550.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 4</td>
<td>33,286.49</td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 5</td>
<td>(155,412.13)</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>2,590,424.36</td>
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<tr>
<td>Contingency:</td>
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</tr>
<tr>
<td>Original Contingency Amount (Resolution No. 13-368)</td>
<td>200,000.00</td>
</tr>
<tr>
<td>Change Orders No. 1 through 4</td>
<td>33,286.49</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>166,713.51</td>
</tr>
<tr>
<td>Balance Returned:</td>
<td></td>
</tr>
<tr>
<td>Proposed Recapitulation Change Order No. 5</td>
<td>155,412.13</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>166,713.51</td>
</tr>
<tr>
<td>Total Remaining Balance Returned</td>
<td>$322,125.64</td>
</tr>
</tbody>
</table>

SUPPLEMENTARY COMMENTS:

Previous Change Order Nos. 1 through 4 and Recapitulation Change Order No. 5 reflect a 4.50 percent decrease to the original contract amount.

APPROVED:

[Signatures]

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
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING RECAPITULATION CHANGE ORDER NO. 5 IN THE DECREASED AMOUNT OF $155,412.13 TO BE CREDITED TO THE CONSTRUCTION CONTRACT WITH ATLAS CONSTRUCTION CORP. IN CONNECTION WITH THE ANNUAL 2013 OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $155,412.13 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $166,713.51 FOR A TOTAL AMOUNT OF $322,125.64 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 5 AND CLOSE THE CONTRACT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) has completed the project work under the Annual 2013 Open Cut Water Work Order Construction Contract; and

WHEREAS, funds in the amount of $2,712,550.00 for the construction contract with Atlas Construction Corp., and $200,000.00 for construction contingency expenses were authorized for the project by Resolution No. 13-368 on December 3, 2013; and

WHEREAS, the construction of the work assigned to this contract is now complete; and

WHEREAS, Change Order No. 5 recapitulates the project cost in the decreased amount of $155,412.13, and it further returns the remaining construction contingency funds in the amount of $166,713.51; and

WHEREAS, funds in the amount of $322,125.64 are to be returned to the Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Recapitulation Change Order No. 5 in the decreased amount of $155,412.13 to the construction contract with Atlas Construction Corp. in connection with the Annual 2013 Open Cut Water Work Order Construction Contract, (ii) to return the amount of $155,412.13 and the
construction contingency balance of $166,713.51 for a total returned amount of $322,125.64 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. 5 and close the contract; now, therefore:

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

1. That Recapitulation Change Order No. 5 in the decreased amount of $155,412.13 to the construction contract with Atlas Construction Corp. in connection with the Annual 2013 Open Cut Water Work Order Construction Contract is hereby approved.

2. That the amount of $155,412.13 and the construction contingency amount of $166,713.51 for the total amount of $322,125.64 is hereby returned to the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 5 to the construction contract between the System and Atlas Construction Corp. and to close the contract in connection with the Annual 2013 Open Cut Water Work Order Construction 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 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 6th day of March, 2018.

_________________________________
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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE 2018 PIPELINES ENGINEERING SERVICES WATER CONDITION IMPROVEMENTS WORK ORDER CONTRACT – PACKAGE I

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to KCI Technologies, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package I.

- The San Antonio Water System (the “System”) Pipelines Division manages programmed CIP projects designed by consultants and in-house staff for emergency and non-emergency operations projects. A need exists for an outside consultant to provide engineering services beyond the capability of the System’s Pipeline Division due to workload and the need for specialized design services.

- In addition, local and state agencies typically hire engineering consultants to design their infrastructure improvement projects. In many cases, the System elects to contract with the same engineer to design water or sewer facility related work in connection with each project. However, there are some projects that require the System to use a separate design consultant.

- The use of Engineering Services Work Order contracts, over the past several years, has been very successful in ensuring that the System is able to meet the design and construction schedules of other agencies and the need for expedited design services for emergency and non-emergency work for water. This practice allows projects to be assigned as soon as they are identified, thereby avoiding delays associated with the selection of individual consultants for each project.

- Projects will be assigned to the contract on a work order basis as they are identified. The scope of services and fees will be negotiated for each project prior to authorization to proceed.

- System staff will review the design documents and coordinate with other utility and
governmental agencies. Construction may be jointly bid with the lead agency or may be accomplished through the use of System construction work order contracts.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2018 Capital Improvement Program. The water work is included in the Water Delivery Core Business budget line item. The amount is $500,000.00 for water related engineering work. The job number is 18-4001.

**SUPPLEMENTARY COMMENTS:**

This contract will be valid for two years from the date of execution. Sixteen firms responded to the Request for Qualifications. KCI Technologies, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bain Medina Bain, Inc.</td>
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</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Civil Design Services, Inc. dba CDS Muery</td>
<td>Local/Non–SMWVB</td>
</tr>
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<td>Don Durden, Inc. dba Civil Engineering Consultants</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Garza EMC, LLC</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, LLC dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>K Friese &amp; Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>*<em>KCI Technologies, Inc.</em></td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Maestas and Associates, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>RPS Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Unintech Consulting Engineers, Inc.</td>
<td>Local/WBE–Asian</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm
KCI Technologies, Inc., proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gonzalez-De La Garza &amp; Associates, Inc.</td>
<td>11.00%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>35.00%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Adams Environmental, Inc.</td>
<td>2.00%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>HVJ South Central Texas – M&amp;J, Inc.</td>
<td>2.00%</td>
<td>Local/MBE–Asian</td>
</tr>
</tbody>
</table>

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

| 2018 Pipelines Engineering Services  |
| Water Condition Improvements        |
| Work Order Contract – Package I     |

KCI Technologies, Inc.

SMWVB Analysis – Board Award

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</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>2.00%</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
<td>35.00%</td>
</tr>
<tr>
<td>MBE–Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE–Minority</td>
<td>11.00%</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
<td>2.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO KCI TECHNOLOGIES, INC. IN THE AMOUNT OF $500,000.00 IN CONNECTION WITH THE 2018 PIPELINES ENGINEERING SERVICES WATER CONDITION IMPROVEMENTS WORK ORDER CONTRACT – PACKAGE I; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $500,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH KCI TECHNOLOGIES, INC., AND TO PAY KCI TECHNOLOGIES, INC. AN AMOUNT NOT TO EXCEED $500,000.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to various capital improvement projects; and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of projects; and

WHEREAS, KCI Technologies, Inc., a local, non-SMWVB firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $500,000.00 is to be awarded to KCI Technologies, Inc.; and

WHEREAS, the amount of $500,000.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to KCI Technologies, Inc. in the amount of $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package I, (ii) to approve the expenditure of funds and make available an amount
not to exceed $500,000.00 from the System's Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with KCI Technologies, Inc., and to pay KCI Technologies, Inc. an amount not to exceed $500,000.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $500,000.00 is hereby awarded to KCI Technologies, Inc. in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package I.

2. That the expenditure of funds in an amount not to exceed $500,000.00 for the project engineering work is hereby approved and made available from the System's Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with KCI Technologies, Inc., and to pay KCI Technologies, Inc. an amount not to exceed $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package I.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March, 2018.

_________________________________
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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE 2018 PIPELINES ENGINEERING SERVICES WATER CONDITION IMPROVEMENTS WORK ORDER CONTRACT – PACKAGE II

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Unintech Consulting Engineers, Inc., a local, WBE-Asian firm, and authorizes funds in the amount of $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II.

- The San Antonio Water System (the “System”) Pipelines Division manages programmed CIP projects designed by consultants and in-house staff for emergency and non-emergency operations projects. A need exists for an outside consultant to provide engineering services beyond the capability of the System’s Pipeline Division due to workload and the need for specialized design services.

- In addition, local and state agencies typically hire engineering consultants to design their infrastructure improvement projects. In many cases, the System elects to contract with the same engineer to design water or sewer facility related work in connection with each project. However, there are some projects that require the System to use a separate design consultant.

- The use of Engineering Services Work Order contracts, over the past several years, has been very successful in ensuring that the System is able to meet the design and construction schedules of other agencies and the need for expedited design services for emergency and non-emergency work for water. This practice allows projects to be assigned as soon as they are identified, thereby avoiding delays associated with the selection of individual consultants for each project.

- Projects will be assigned to the contract on a work order basis as they are identified. The scope of services and fees will be negotiated for each project prior to authorization to proceed.

- System staff will review the design documents and coordinate with other utility and
governmental agencies. Construction may be jointly bid with the lead agency or may be accomplished through the use of System construction work order contracts.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 and 2018 Capital Improvement Program. The water work is included in the Water Delivery Core Business budget line item. The amount is $500,000.00 for water related engineering work. The job number is 18-4001.

**SUPPLEMENTARY COMMENTS:**

This contract will be valid for two years from the date of execution. Sixteen firms responded to the Request for Qualifications. Unintech Consulting Engineers, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
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<tbody>
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<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Civil Design Services, Inc. dba CDS Muery</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Don Durden, Inc. dba Civil Engineering Consultants</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Garza EMC, LLC</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, LLC dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>K Friese &amp; Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Klotz Associates Inc. dba RPS Klotz Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Maestas and Associates, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non–SMWVB</td>
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<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>*<em>Unintech Consulting Engineers, Inc.</em></td>
<td>Local/WBE–Asian</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non–SMWVB</td>
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</table>

*Selected Firm
Unintech Consulting Engineers, Inc. proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>AECOM</td>
<td>7.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>RPS Klotz Associates dba RPS</td>
<td>5.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Brown &amp; Gay Engineers, Inc.</td>
<td>5.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Terra Design Group, Inc.</td>
<td>3.00%</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Mendez Engineering, PLLC</td>
<td>3.00%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>3.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>2.00%</td>
<td>Local/WBE-Hispanic</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unintech Consulting Engineers, Inc.</td>
</tr>
<tr>
<td>SMWVB Analysis – Board Award</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE–African American</td>
</tr>
<tr>
<td>MBE–Asian</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
</tr>
<tr>
<td>MBE–Other</td>
</tr>
<tr>
<td>WBE–Minority</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction
Award of Professional Services Contract
2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO UNINTECH CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $500,000.00 IN CONNECTION WITH THE 2018 PIPELINES ENGINEERING SERVICES WATER CONDITION IMPROVEMENTS WORK ORDER CONTRACT – PACKAGE II; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $500,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH UNINTECH CONSULTING ENGINEERS, INC., AND TO PAY UNINTECH CONSULTING ENGINEERS, INC. AN AMOUNT NOT TO EXCEED $500,000.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to various capital improvement projects; and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of projects; and

WHEREAS, Unintech Consulting Engineers, Inc., a local, WBE-Asian firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $500,000.00 is to be awarded to Unintech Consulting Engineers, Inc.; and

WHEREAS, the amount of $500,000.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Unintech Consulting Engineers, Inc. in the amount of
$500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II, (ii) to approve the expenditure of funds and make available an amount not to exceed $500,000.00 from the System’s Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Unintech Consulting Engineers, Inc., and to pay Unintech Consulting Engineers, Inc. an amount not to exceed $500,000.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $500,000.00 is hereby awarded to Unintech Consulting Engineers, Inc. in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II.

2. That the expenditure of funds in an amount not to exceed $500,000.00 for the project engineering work is hereby approved and made available from the System's Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Unintech Consulting Engineers, Inc., and to pay Unintech Consulting Engineers, Inc. an amount not to exceed $500,000.00 in connection with the 2018 Pipelines Engineering Services Water Condition Improvements Work Order Contract – Package II.

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 6th day of March, 2018.

_________________________________

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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE C-18 MCCULLOUGH AVENUE SEWER REPLACEMENT PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Weston Solutions, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $629,933.00 in connection with the C-18 McCullough Avenue Sewer Replacement Project (the “Project”).

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

- The Project will address a capacity constraint in the central sewer shed and is necessary to comply with the EPA Consent Decree. This project consists of replacing and upsizing approximately 3,820 feet of existing 12-inch and 15-inch sewer line on McCullough Avenue.

- A Request for Qualifications was issued on July 26, 2017. A total of 17 firms submitted statements of qualifications in response to this solicitation. Weston Solutions, Inc., was selected based on the System’s professional services selection process.

- Basic services to be provided include design, bid phase, services during construction, and project closeout services related to the Project. Basic services on this project total an amount not to exceed $495,693.00.

- Supplemental Services include but are not limited to, surveying, environmental, cultural, geotechnical, subsurface utility engineering, and other additional professional services. Total supplemental services on this project total an amount not to exceed $134,240.00.

- The total fee for engineering services is not to exceed $629,933.00.

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. The sewer work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $629,933.00 for sewer related engineering work. The job number is 17-4555.

**SUPPLEMENTARY COMMENTS:**

Seventeen firms responded to the Request for Qualifications. Weston Solutions, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Plummer Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Garver, LLC</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Garza EMC, LLC dba Garza EMC</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Halff Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, LLC, dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RJN Group, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>*<em>Weston Solutions, Inc.</em></td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Young Professional Resources</td>
<td>Local/MBE–AABE</td>
</tr>
</tbody>
</table>

*Selected Firm

Weston Solutions, Inc. proposed to use the following subconsultants for services on this contract:
<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ace Pipe Cleaning</td>
<td>2.03%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Bendicion Engineering, LLC</td>
<td>10.00%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Brierley Associates</td>
<td>5.09%</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Elizondo &amp; Associates Land Surveying and Mapping, LLC</td>
<td>16.03%</td>
<td>Local/MBE-Hispanic/VBE</td>
</tr>
<tr>
<td>Garza EMC, LLC dba Garza EMC</td>
<td>13.76%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>3.52%</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>Rock Engineering &amp; Testing Laboratory, Inc.</td>
<td>1.55%</td>
<td>Local/WBE-Asian</td>
</tr>
<tr>
<td>Structural Engineering Associates, Inc.</td>
<td>2.04%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Sunland Group, Inc.</td>
<td>3.23%</td>
<td>Local/WBE-Caucasian</td>
</tr>
</tbody>
</table>

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

### C-18 McCullough Avenue Sewer Replacement Project

#### Weston Solutions, Inc.

<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>41.83%</td>
</tr>
<tr>
<td>MBE – Other</td>
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<td>WBE – Minority</td>
<td>5.07%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>3.23%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>50.13%</strong></td>
</tr>
</tbody>
</table>

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction
Award of Professional Services Contract
C-18 McCullough Avenue Sewer Replacement Project

APPROVED:

[Signature]
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

Edwards Aquifer Recharge Zone

C-18 MCCULLOUGH AVE
SEWER REPLACEMENT
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO WESTON SOLUTIONS, INC. IN THE AMOUNT OF $629,933.00 IN CONNECTION WITH THE C-18 MCCULLOUGH AVENUE SEWER REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $629,933.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH WESTON SOLUTIONS, INC., AND TO PAY WESTON SOLUTIONS, INC. AN AMOUNT NOT TO EXCEED $629,933.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the C-18 McCullough Avenue Sewer Replacement Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the Project; and

WHEREAS, Weston Solutions, Inc., a local, non-SMWVB firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $629,933.00 is to be awarded to Weston Solutions, Inc.; and

WHEREAS, the amount of $629,933.00 is available from the System’s Project Fund for the Project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Weston Solutions, Inc. in the amount of $629,933.00 in connection with C-18 McCullough Avenue Sewer Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $629,933.00 from the System's Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Weston

[Signature]

[Title]

[Date]
Solutions, Inc., and to pay Weston Solutions, Inc. an amount not to exceed $629,933.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $629,933.00 is hereby awarded to Weston Solutions, Inc. in connection with the C-18 McCullough Avenue Sewer Replacement Project.

2. That the expenditure of funds in an amount not to exceed $629,933.00 for the project engineering work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Weston Solutions, Inc., and to pay Weston Solutions, Inc. an amount not to exceed $629,933.00 for the project engineering work.

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 6th day of March, 2018.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 17

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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE C-30 SOUTH GENERAL MCMULLEN DRIVE SEWER CAPACITY REPLACEMENT PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Halff Associates, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $228,774.00 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project (the “Project”).

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

- The Project will address a capacity constraint in the central sewer shed and is necessary to comply with the EPA Consent Decree. This project consists of replacing and upsizing approximately 2,300 feet of existing 12-inch & 18-inch sewer line and new manholes on South General McMullen Drive.

- A Request for Qualifications was issued on July 26, 2017. A total of 17 firms submitted statements of qualifications in response to this solicitation. Halff Associates, Inc. was selected based on the System’s Architect and Engineer Selection Process.

- Basic services to be provided include design, bid phase, services during construction, and project closeout services related to the Project. Basic services on this project total an amount not to exceed $193,474.00.

- Supplemental Services include but are not limited to, surveying, environmental, cultural, geotechnical, subsurface utility engineering, and other additional professional services. Total supplemental services on this project total an amount not to exceed $35,300.00.

- The total fee for engineering services is not to exceed $228,774.00.

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. The sewer work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $228,774.00 for sewer related engineering work. The job number is 18-4504.

SUPPLEMENTARY COMMENTS:

Seventeen firms responded to the Request for Qualifications. Halff Associates, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Plummer Associates, Inc.</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>Local/WBE—Caucasian</td>
</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Garver, LLC</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Garza EMC, LLC dba Garza EMC</td>
<td>Local/MBE—Hispanic</td>
</tr>
<tr>
<td>*<em>Halff Associates, Inc.</em></td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, LLC, dba International Consulting Engineers</td>
<td>Local/MBE—Hispanic</td>
</tr>
<tr>
<td>Klotz Associates, Inc. dba RPS</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>Local/MBE—Hispanic</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE—Hispanic</td>
</tr>
<tr>
<td>RJN Group, Inc.</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Weston Solutions, Inc.</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non—SMWVB</td>
</tr>
<tr>
<td>Young Professional Resources</td>
<td>Local/MBE—AABE</td>
</tr>
</tbody>
</table>

*Selected Firm

Halff Associates, Inc. proposed to use the following subconsultants for services on this contract:
C-30 South General McMullen Drive Sewer Capacity Replacement Project

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>17.32%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Arias and Associates, Inc.</td>
<td>7.89%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Camacho-Hernandez &amp; Associates, LLC</td>
<td>10.47%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>5.04%</td>
<td>Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>SBE</th>
<th>MBE – African American</th>
<th>MBE – Asian</th>
<th>MBE – Hispanic</th>
<th>MBE – Other</th>
<th>WBE – Minority</th>
<th>WBE – Non–Minority</th>
<th>SMWVB Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-30 South General McMullen Drive Sewer Capacity Replacement Project</td>
<td>Halff Associates, Inc.</td>
<td></td>
<td></td>
<td>23.40%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>17.32%</td>
<td>40.72%</td>
</tr>
</tbody>
</table>

Approved:

Gail A. 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

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

C-30 SOUTH GENERAL MCMULLEN DRIVE
SEWER CAPACITY REPLACEMENT

LEGEND

PROJECT LIMITS

Edwards Aquifer Recharge Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO HALFF ASSOCIATES, INC. IN THE AMOUNT OF $228,774.00 IN CONNECTION WITH THE C-30 SOUTH GENERAL MCMULLEN DRIVE SEWER CAPACITY REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $228,774.00 FROM THE SYSTEM'S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES, INC., AND TO PAY HALFF ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED $228,774.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the C-30 South General McMullen Drive Sewer Capacity Replacement Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the Project; and

WHEREAS, Halff Associates, Inc., a local, non-SMWVB firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $228,774.00 is to be awarded to Halff Associates, Inc.; and

WHEREAS, the amount of $228,774.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Halff Associates, Inc. in the amount of $228,774.00 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $228,774.00
from the System's Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Halff Associates, Inc., and to pay Halff Associates, Inc. an amount not to exceed $228,774.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $228,774.00 is hereby awarded to Halff Associates, Inc. in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project.

2. That the expenditure of funds in an amount not to exceed $228,774.00 for the project engineering work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Halff Associates, Inc., and to pay Halff Associates, Inc. an amount not to exceed $228,774.00 to for the project engineering work.

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 6th day of March, 2018.

_________________________________
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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE C-69 SOUTH ZARZAMORA STREET SEWER UPSIZE AND RELIEF PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Bain Medina Bain, Inc., a local, WBE–Caucasian firm, and authorizes funds in the amount of $333,457.00 in connection with the C-69 South Zarzamora Street Sewer Upsize and Relief Project (the “Project”).

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

- The Project will address a capacity constraint in the central sewer shed and is necessary to comply with the EPA Consent Decree. This project consists of replacing and subsequently abandoning 3,473 feet of existing 18-inch and 27-inch sewer line along South Zarzamora Street in the central sewer shed. The project also consists of constructing 171 feet of 30-inch pipe to divert the flow to an adjacent 36-inch existing main.

- A Request for Qualifications was issued on July 26, 2017. A total of 17 firms submitted statements of qualifications in response to this solicitation. Bain Medina Bain, Inc., was selected based on the System’s Architect and Engineer Selection Process.

- Basic services to be provided include design, bid phase, services during construction, and project closeout services related to the Project. Basic services on this project total an amount not to exceed $270,037.00.

- Supplemental Services include but are not limited to, surveying, environmental, cultural, geotechnical, subsurface utility engineering, and other additional professional services. Total supplemental services on this project total an amount not to exceed $63,420.00.

- The total fee for engineering services is not to exceed $333,457.00.
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. The sewer work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $333,457.00 for sewer related engineering work. The job number is 18-4506.

SUPPLEMENTARY COMMENTS:

Seventeen firms responded to the Request for Qualifications. Bain Medina Bain, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Plummer Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td><strong>Bain Medina Bain, Inc.</strong>*</td>
<td><strong>Local/WBE–Caucasian</strong></td>
</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Garver, LLC</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Garza EMC, LLC dba Garza EMC</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Half Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, LLC, dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RJN Group, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Weston Solutions, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Young Professional Resources</td>
<td>Local/MBE–AABE</td>
</tr>
</tbody>
</table>

*Selected Firm

Bain Medina Bain, Inc. proposed to use the following subconsultants for services on this contract:
Burge-Martinez Consulting, Inc. 2.23% Local/MBE–Hispanic
Kimley-Horn and Associates, Inc. 8.98% Local/Non–SMWVB
Mendez Engineering, PLLC 13.07% Local/MBE–Hispanic/VBE
Underground Services, Inc. dba SoftDig 4.72% Local/SBE

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>4.72%</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>15.30%</td>
</tr>
<tr>
<td>MBE – Other</td>
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</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>70.99%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>91.01%</strong></td>
</tr>
</tbody>
</table>

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 AWARDING A PROFESSIONAL SERVICES CONTRACT TO BAIN MEDINA BAIN, INC. IN THE AMOUNT OF $333,457.00 IN CONNECTION WITH THE C-69 SOUTH ZARZAMORA STREET SEWER UPSIZE AND RELIEF PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $333,457.00 FROM THE SYSTEM'S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DUTY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BAIN MEDINA BAIN, INC., AND TO PAY BAIN MEDINA BAIN, INC. AN AMOUNT NOT TO EXCEED $333,457.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the C-69 South Zarzamora Street Sewer Upsize and Relief Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the Project; and

WHEREAS, Bain Medina Bain, Inc., a local, WBE-Caucasian firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $333,457.00 is to be awarded to Bain Medina Bain, Inc.; and

WHEREAS, the amount of $333,457.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Bain Medina Bain, Inc. in the amount of $333,457.00 in connection with C-69 South Zarzamora Street Sewer Upsize and Relief Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $333,457.00 from the System’s Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive
Officer or his duly appointed designee to execute a professional services contract with Bain Medina Bain, Inc., and to pay Bain Medina Bain, Inc. an amount not to exceed $333,457.00 from the Systems Project Fund for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $333,457.00 is hereby awarded to Bain Medina Bain, Inc. in connection with the C-69 South Zarzamora Street Sewer Upsize and Relief Project.

2. That the expenditure of funds in an amount not to exceed $333,457.00 for the project engineering work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Bain Medina Bain, Inc., and to pay Bain Medina Bain, Inc. an amount not to exceed $333,457.00 for the project engineering work.

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 6th day of March, 2018.

_________________________________
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:  AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE BOERNE STAGE ROAD WATER MAIN REPLACEMENT PROJECT

Board Action Date:  March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to K Friese & Associates, Inc., a local, WBE-Caucasian firm, and authorizes funds in the amount of $500,000.00 in connection with the Boerne Stage Road Water Main Replacement Project (the “Project”).

- The Project will address repeated water main breaks in the North Side Service area. This project consists of replacing approximately 2,500 feet of 24-inch PVC main along Boerne Stage Road. This project also consists of transient and fatigue analysis of pipelines, as well as evaluation of existing air release valves. The project extends northward, originating from a point south of the intersection of Boerne Stage Road and Autumn Wind.

- A request for qualifications (RFQ) was issued on November 16, 2017. A total of eleven firms submitted statements of qualifications for this solicitation. K Friese & Associates, Inc. was selected based on the System’s Architect and Engineer Selection Process.

- Basic services to be provided include design, bid phase, services during construction, and project closeout services related to the Project. Basic services on this project total an amount not to exceed $425,334.00.

- Supplemental Services include, but are not limited to surveying, environmental, cultural, geotechnical, right-of-way/easements acquisition support, and other additional professional services. Total supplemental services on this project total an amount not to exceed $74,666.00.

- The total fee for engineering services is not to exceed $500,000.00.

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. The sewer work is included in the Water Main Replacement Core Business budget line item. The amount is $500,000.00 for sewer related engineering work. The job number is 18-4006.

SUPPLEMENTARY COMMENTS:

Eleven firms responded to the Request for Qualifications. K Friese & Associates, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, Inc. dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>K Friese &amp; Associates, Inc.*</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RPS Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Vickrey &amp; Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
</tbody>
</table>

*Selected Firm

K Friese & Associates, Inc. proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freese and Nichols, Inc.</td>
<td>20.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>7.95%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Vickrey &amp; Associates, Inc.</td>
<td>4.95%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Construct-Ability, LLC</td>
<td>4.56%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Raba Kistner, Inc.</td>
<td>3.57%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Blanton &amp; Associates, Inc.</td>
<td>3.12%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Underground Services, Inc. dba SoftDig</td>
<td>1.12%</td>
<td>Local/SBE</td>
</tr>
</tbody>
</table>
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>1.12%</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>7.95%</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>62.80%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>71.87%</td>
</tr>
</tbody>
</table>

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
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

Boerne Stage Road Water MainReplacement Project

Legend:
- Project Limits
- Edwards Aquifer Recharge Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO K FRIESE & ASSOCIATES, INC. IN THE AMOUNT OF $500,000.00 IN CONNECTION WITH THE BOERNE STAGE ROAD WATER MAIN REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $500,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH K FRIESE & ASSOCIATES, INC., AND TO PAY K FRIESE & ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED $500,000.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the Boerne Stage Road Water Main Replacement Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the project; and

WHEREAS, K Friese & Associates, Inc., a local WBE-Caucasian firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $500,000.00 is to be awarded to K Friese & Associates, Inc.; and

WHEREAS, the amount of $500,000.00 is available from the System’s Project Fund for the Project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to K Friese & Associates, Inc. in the amount of $500,000.00 in connection with the Boerne Stage Road Water Main Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $500,000.00 from the System's Project Fund for the project engineering work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with K Friese &
Associates, Inc., and to pay K Friese & Associates, Inc. an amount not to exceed $500,000.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in the amount of $500,000.00 is hereby awarded to K Friese & Associates, Inc. in connection with the Boerne Stage Road Water Main Replacement Project.

2. That the expenditure of funds in an amount not to exceed $500,000.00 for the project engineering work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with K Friese & Associates, Inc., and to pay K Friese & Associates, Inc. an amount not to exceed $500,000.00 for the project engineering work.

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 6th day of March, 2018.

_________________________________
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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE HIGHWAY 90 AND GENERAL MCMULLEN PRESSURE ZONE INTEGRATION PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Bain Medina Bain, Inc., a local WBE-Caucasian firm, and authorizes funds in the amount of $495,582.00 in connection with the Highway 90 and General McMullen Pressure Zone Integration Project (the “Project”).

- The Project will connect the two pressure zones, PZ 823 and PZ 828, and consists of installing approximately 1,200 feet of new 12-inch water main and replacing approximately 9,300 feet of existing water main. There are two new 12-inch water line installations proposed along General McMullen Drive. The first to connect the existing 12-inch on Patton Boulevard to the existing 12-inch on General McMullen near Queretaro Street and the second new installation to connect the existing 12-inch on Morelia to the existing 12-inch on Castroville Road. There is also a proposed new 12-inch water line to connect the existing 8-inch on Frio City Road to the existing 12-inch on Jennings Avenue. Additionally, the replacement of existing 6-inch water line along Brady Boulevard with a 12-inch water line is proposed, which will service as the connection of existing 12-inch on Cupples Road to the existing 20-inch on Barclay Street. The Project also requires the design and installation of associated valves, fittings, services and fire hydrants.

- Basic services to be provided include design, bid phase, construction, and project closeout services related to the Highway 90 and General McMullen Pressure Zone Integration Project. Basic services on this project total an amount not to exceed $382,550.00.

- Supplemental Services include, but are not limited to surveying, subsurface utility locates, environmental, cultural, geotechnical, right-of-way/easements acquisition support, and other additional professional services. Total supplemental services on this project total an amount not to exceed $113,032.00.

- The total fee for engineering services is not to exceed $495,582.00.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 and 2018 Capital Improvement Program. The water work is included in the Water Main Replacement Core Business budget line item. The amount is $495,582.00 for water related engineering work. The job number is 18-7002.

**SUPPLEMENTARY COMMENTS:**

Eleven firms responded to the Request for Qualifications. Bain Medina Bain, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
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<tbody>
<tr>
<td>Bain Medina Bain, Inc.*</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Big Red Dog, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, Inc. dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>K. Friese and Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RPS Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Vickrey &amp; Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
</tbody>
</table>

*Selected Firm

Bain Medina Bain, Inc. proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stantec Consulting Services, Inc.</td>
<td>15.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>5.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>5.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

Additionally, the overall SMWVB analysis is shown in the following table:
Award of Professional Services Contract
Highway 90 and General McMullen Pressure Zone Integration Project

Highway 90 and General McMullen Pressure Zone Integration Project
Bain Medina Bain, Inc.

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>75.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

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

LEGEND

PROJECT LIMITS

HIGHWAY 90 AND GENERAL MCMULLEN PRESSURE ZONE INTEGRATION PROJECT
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO BAIN MEDINA BAIN, INC. IN AN AMOUNT NOT TO EXCEED $495,582.00 IN CONNECTION WITH THE HIGHWAY 90 AND GENERAL MCMULLEN PRESSURE ZONE INTEGRATION PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $495,582.00 FROM THE SYSTEM'S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BAIN MEDINA BAIN, INC. AND TO PAY BAIN MEDINA BAIN, INC. AN AMOUNT NOT TO EXCEED $495,582.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the Highway 90 and General McMullen Pressure Zone Integration Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the Project; and

WHEREAS, Bain Medina Bain, Inc., a local, WBE-Caucasian firm, was selected through the System’s Architect and Engineer Selection Process for the project engineering work; and

WHEREAS, a contract in an amount not to exceed $495,582.00 is to be awarded to Bain Medina Bain, Inc.; and

WHEREAS, the amount of $495,582.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Bain Medina Bain, Inc. in an amount not to exceed $495,582.00 in connection with the Highway 90 and General McMullen Pressure Zone Integration Project, (ii)
to approve expenditures and make available an amount not to exceed $495,582.00 from the System's Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Bain Medina Bain, Inc., and to pay Bain Medina Bain, Inc. an amount not to exceed $495,582.00 for the project engineering work; now, therefore:

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

1. That a professional services contract in an amount not to exceed $495,582.00 is hereby awarded to Bain Medina Bain, Inc. in connection with the Highway 90 and General McMullen Pressure Zone Integration Project.

2. That the expenditure of funds in an amount not to exceed $495,582.00 for the project engineering work is hereby approved made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Bain Medina Bain, Inc. and to pay Bain Medina Bain, Inc. an amount not to exceed $495,582.00 in connection with the Highway 90 and General McMullen Pressure Zone Integration 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 6th day of March, 2018.

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: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE WEST AVENUE – IH-10 TO JACKSON KELLER PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Big Red Dog, Inc., a local SBE firm, and authorizes funds in the amount of $459,498.00 in connection with the West Avenue – IH-10 to Jackson Keller Project (the “Project”).

- The project will replace approximately 14,470 feet of existing water mains ranging from 6-inches to 24-inches in diameter along West Avenue from the intersection with IH-10 continuing north until reaching Jackson Keller Road. The project objective is to address repeated water main breaks in the project limits and limit customer service disruptions due to these main breaks.

- A Request for Qualifications (RFQ) was issued on November 16, 2017. A total of 11 firms submitted statements of qualifications for this solicitation. Big Red Dog, Inc. was selected based on the System’s Architect and Engineer Selection Process.

- Basic services for the purpose of this project will be defined as the design (including surveying, subsurface utility locates, geotechnical, environmental services), bid phase, construction, and project closeout services related to the project. Basic services for this project total to an amount not to exceed $443,118.00.

- Supplemental Services includes the complex Traffic Control Plan (TCP) Sequence and Narrative. Total supplemental services on this project total to an amount not to exceed $16,380.00.

- The total fee for engineering services is an amount not to exceed $459,498.00.

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. The water work is included in the Water Main Replacement Core Business budget line item. The amount is $459,498.00 for water related engineering work. The job number is 17-4009.

SUPPLEMENTARY COMMENTS:

Eleven firms responded to the Request for Qualifications. Big Red Dog, Inc. was selected through the System’s Architect and Engineer Selection Process as a qualified consultant. The submitting firms are as follows:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td><strong>Big Red Dog, Inc.</strong>*</td>
<td><strong>Local/SBE</strong></td>
</tr>
<tr>
<td>Ford Engineering, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Jimenez Engineering Solutions, Inc. dba International Consulting Engineers</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>K. Friese and Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>LNV, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Poznecki-Camarillo, Inc.</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>RPS Klotz Associates, Inc. dba RPS</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>S &amp; B Infrastructure, Ltd.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Vickrey &amp; Associates, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>Local/WBE–Caucasian</td>
</tr>
</tbody>
</table>

*Selected Firm

Big Red Dog, Inc. proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>23.00%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>10.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Lockwood, Andrews and Newnam, Inc.</td>
<td>3.00%</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Don Durden, Inc. dba Civil Engineering Consultants</td>
<td>5.00%</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>3.00%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Arias &amp; Associates, Inc.</td>
<td>3.00%</td>
<td>Local/MBE–Hispanic</td>
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</tbody>
</table>
West Avenue – IH-10 to Jackson Keller Project

Big Red Dog, Inc.

SMWVB Analysis – Board Award

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>58.00%</td>
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<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>26.00%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>3.00%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>87.00%</td>
</tr>
</tbody>
</table>

Garl 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
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

LEGEND

PROJECT LIMITS

WEST AVENUE - IH-10 TO
JACKSON KELLER PROJECT
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO BIG RED DOG, INC. IN AN AMOUNT NOT TO EXCEED $459,498.00 IN CONNECTION WITH THE WEST AVENUE – IH-10 TO JACKSON KELLER PROJECT; APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $459,498.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT ENGINEERING WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BIG RED DOG, INC. AND TO PAY BIG RED DOG, INC. AN AMOUNT NOT TO EXCEED $459,498.00 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 San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the West Avenue – IH-10 to Jackson Keller Project (the “Project”); and

WHEREAS, the project engineering work will consist of all services necessary for the design and construction of the Project; and

WHEREAS, Big Red Dog, Inc., a local SBE firm, was selected through the System’s Architect/Engineer Selection Procedure for the Project engineering work; and

WHEREAS, a contract in an amount not to exceed $459,498.00 is to be awarded to Big red Dog, Inc.; and

WHEREAS, the amount of $459,498.00 is available from the System’s Project Fund for the Project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Big Red Dog, Inc. in an amount not to exceed $459,498.00 for the engineering work in connection with the Project, (ii) to make available for the Project engineering work an amount not to exceed $459,498.00 from the System's Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a standard professional services contract with Big Red Dog, Inc. for the project engineering work and further to make payment in an amount not to exceed $459,498.00 to Big Red Dog, Inc. for the
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a professional services contract in an amount not to exceed $459,498.00 is hereby awarded to Big Red Dog, Inc. for engineering services in connection with the West Avenue – IH-10 to Jackson Keller Project.

2. That an amount not to exceed $459,498.00 for the Project engineering work 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 execute a standard professional services contract with Big Red Dog, Inc. and to make payment in an amount not to exceed $459,498.00 to Big Red Dog, Inc. for the project engineering work.

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 6th day of March, 2018.

Berto Guerra, Jr., Chairman

ATTEST:

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

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

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

SUBJECT: AUTHORIZATION TO PURCHASE A PERMANENT SEWER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE E-20 WURZBACH PARKWAY PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of one permanent sewer line easement containing approximately 2.625 acres and one temporary construction easement containing approximately 1.816 acres (the “Easements”) for the E-20 Wurzbach Parkway Project (the “Project”). It also authorizes the expenditure of $120,400.00 for the Easements.

- The Project is located outside of Loop 410 in the vicinity of Salado Creek and Wurzbach Parkway, extending from a point south of Nacogdoches Road to a point near NE Entrance Road.

- It is the intent of this Project to replace existing sanitary sewer main that is under capacity and eliminate an existing siphon in order to eliminate sanitary sewer overflows along this pipeline and reduce maintenance costs. The Project will involve replacement of 36-inch and 42-inch sanitary sewer pipes with a 54-inch sanitary sewer pipe at a cost of approximately $20,600,000.

- San Antonio Water System (“SAWS”) requires the acquisition of real property, being the Easements, which traverses overland from the Towne Lake subdivision near Rompel Drive and extending north to a point just south of Wetmore Road, San Antonio, Bexar County, Texas for the construction of the Project.

- The property on which the Easements are located is owned by JM Assets, LP, a Nevada limited partnership (the “Owner”).

- SAWS’ offer of $120,400.00 was based on an appraisal from Eckmann Groll, Inc. dated July 5, 2017. SAWS and the Owner have agreed on a purchase amount of $120,400.00 for the Easements.
Authorization to Purchase Easements
E-20 Wurzbach Parkway Road Project

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

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

The total amount is $120,400.00 for the acquisition of the Easements.

Bruce A. Haby
Manager
Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
I  Project Area Map
II  Project Site Map
E-20 WURZBACH PARKWAY: JONES MALTISBERGER TO NACOGDOCHES
SEGMENT 1

LEGEND
- E-20 SEGMENT 1
- CONNECTIONS/SLIPLINE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE "SYSTEM") BOARD OF TRUSTEES APPROVING THE ACQUISITION OF A PERMANENT SEWER LINE EASEMENT BEING APPROXIMATELY 2.625 ACRES AND A TEMPORARY CONSTRUCTION EASEMENT BEING APPROXIMATELY 1.816 ACRES FROM JM ASSETS, LP, A NEVADA LIMITED PARTNERSHIP, AND LOCATED OUTSIDE LOOP 410 IN THE VICINITY OF SALADO CREEK AND WURZBACH PARKWAY, IN THE NORTHEAST QUADRANT OF BEXAR COUNTY, TEXAS, (THE "EASEMENTS"), IN CONNECTION WITH THE E-20 WURZBACH PARKWAY PROJECT (THE "PROJECT") IN A TOTAL AMOUNT NOT TO EXCEED $120,400.00; 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 System has determined that acquisition of the Easements, being more particularly described and depicted in Attachment I, attached hereto and incorporated herein for all purposes, is necessary for the Project; and

WHEREAS, the property on which the Easements are located is owned by JM Assets, LP, a Nevada limited partnership (the “Owner”); and

WHEREAS, the Owner has agreed to grant the Easements to the System for the sum of $120,400.00; and

WHEREAS, funds in the amount not to exceed $120,400.00 are available in the Project Fund for the purchase of the Easements; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the acquisition of the Easements for the E-20 Wurzbach Parkway Project as herein described, and (ii) authorize the expenditure of funds in an amount not to exceed $120,400.00 for the acquisition of the Easements; now, therefore:

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

1. That the acquisition of the Easements, in substantially the form attached as Attachment I, for the E-20 Wurzbach Parkway Project, is hereby approved.
2. That the expenditure from the Project Fund in the CY 2016 Capital Improvement Program, Wastewater Core Business, Main Replacement Category budget in a total amount not to exceed $120,400.00 for the acquisition of the Easements is hereby approved, made available and is to be expended from the Project Fund.

3. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary to effectuate the acquisition of the Easements and to pay an amount not to exceed $120,400.00 to the Owner (or any other party shown on a title report or commitment as having an interest in the real property) for the acquisition of the Easements.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March, 2018.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary

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

PERMANENT EASEMENT – SEWER

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS

THAT, JM ASSETS, LP, a Nevada limited partnership, hereinafter referred to as "Grantor", whether one or more, for and in consideration in the amount of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the CITY OF SAN ANTONIO, a Texas Municipal Corporation for the use, benefit and control of the said SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, herein referred to as “Grantee”, as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

Being a 0.197 of an acre (8,574 sq. ft.), tract of land, out of a called 37.956 acre tract, being the remainder of a 42.194 acre tract, recorded in Volume 18601, Pages 882-884, of the Official Public Records of Bexar County, Texas, described in Volume 4655, Pages 32-34, Deed Records of Bexar County, Texas, and being out of the Antonio Perez Survey No. 10, Abstract No. 571, County Block 5013, Bexar County, Texas, and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

AND

Being a 2.317 acre (100,937 sq. ft.), tract of land, out of a called 37.956 acre tract of land, recorded in Volume 18601, Pages 882-884, of the Official Public Records of Bexar County, Texas, being the remainder of a 42.194 acre tract described in Volume 4655, Pages 32-34 of the Deed Records of Bexar County, Texas, and being out of the Antonio Perez Survey No. 10, Abstract No. 571, County Block 5013, Bexar County, Texas, and being more particularly described and depicted in Exhibits "C" and "D" attached hereto and made a part hereof;

AND

Being a 0.111 of an acre (4,821 sq. ft.), tract of land, out of a called West 24.083 acre tract, recorded in Volume 18601, Pages 882-884, of the Official Public Records of Bexar County, Texas, of a 48.09 acre tract described in Volume 4979, Pages 203-205 of the Deed Records of Bexar County, Texas, being out of
the Antonio Perez Survey No. 10, Abstract No. 571, County Block 5013, Bexar County, Texas, and being more particularly described and depicted in Exhibits “E” and “F” attached hereto and made a part hereof;

Exhibits “A”, “B”, “C”, “D”, “E”, AND “F” are attached hereto and made a part hereof (the “Easement Area”),

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

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

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXECUTED effective this 18th day of January, 2018.

(signature on the following page)
GRANTOR:

JM ASSETS, LP, a Nevada limited partnership

By: A-A-A Storage, LLC, a Texas limited liability corporation, its general partner

By:

Name: John S. Muhich
Title: President

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this 14th day of January, 2018, by John S. Muhich, the President of A-A-A Storage, LLC, a Texas limited liability corporation, the general partner of JM ASSETS, LP, a Nevada limited partnership, on behalf of said limited partnership.

Kimberly Lowe
Notary Public
FIELD NOTES
For a 0.197 Acre (8,574 square feet)
(Permanent Sewer Easement)

BEING A 0.197 OF AN ACRE (8,574 SQ. FT.), TRACT OF LAND, OUT OF A CALLED 37.956 ACRE TRACT, BEING THE REMAINDER OF A 42.194 ACRE TRACT,Recorded in Volume 18601 Pages 882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN VOLUME 4655, PAGES 32-34, DEED RECORDS OF BEXAR COUNTY, TEXAS, AND BEING OUT OF THE ANTONIO PEREZ SURVEY No. 10, ABSTRACT No. 571, COUNTY BLOCK 5013, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at an iron rod found in the north Row of Way line of the Lake Path Drive, and the east line of Carver Road (40 Foot Right of Way) as shown on plat of Towne Lake Garden, recorded in Volume 9509, Pages 140-143, of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of said 37.956 acre tract, and for the south corner of the herein described tract.

(1) Thence, N. 20°31'09" W., 17.88 feet, departing the north Right-of-Way line of Lake Path Drive with the west line of said 37.956 acre tract, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

(2) Thence, crossing said 37.956 acre tract, the following bearings and distances:

(2) N. 02°51'57" E., 217.53 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

(3) N. 48°07'54" E., 305.30 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

(4) N. 78°14'52" E., 58.62 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, in a non-tangent curve to the left of the northwest Right-of-Way line of Rompel Drive of said Towne Lake Garden for the north corner of the herein described tract;

(5) Thence, an arc distance of 23.04 feet, along said non-tangent curve to the left of said north Right-of-Way line of Rompel Drive, said curve having a radius of 50.00 feet, a tangent of 11.73 feet, a delta of 26°24'09", and a chord bearing and distance of S. 37°11'23" W., 22.84 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for a corner of the herein described tract;
Thence, departing the north Right-of-Way line of Rompel drive and crossing said 37.956 acre tract for the following bearings and distances:

(6) S. 78°14’52” W., 37.37 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

(7) S. 48°07’54” W., 295.01 feet, along of said 37.956 acre tract, for an angle point of the herein described tract;

(8) S. 02°51’57” W., 219.60 feet, to a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, in the north Right-of-Way line of said Lake Path Drive and along the south line of said 37.956 acre tract,

(9) Thence, S. 47°12’23” W., 11.31 feet, along the north Right-of-Way line of Lake Path Drive and along the south line of said 37.956 acre tract, to the POINT OF BEGINNING and containing 0.197 of an acre (8,574 sq. ft.) tract of land.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 11th day of April, 2017.

[Signature]

Victor Mendez, Jr., RPLS 6056
Revised 7-06-2017
FIELD NOTES
For a 2.317 Acre (100,937 square feet)
(Permanent Sewer Easement)

BEING A 2.317 ACRE (100,937 SQ. FT.), TRACT OF LAND, OUT OF A CALLED
37.956 ACRE TRACT OF LAND, RECORDED IN VOLUME 18601 PAGES 882-884,
OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, BEING
THE REMAINDER OF A 42.194 ACRE TRACT DESCRIBED IN VOLUME 4655
PAGES 32-34 OF THE DEED RECORDS BEXAR COUNTY, TEXAS, AND BEING
OUT OF THE ANTONIO PEREZ SURVEY No. 10, ABSTRACT No. 571, COUNTY
BLOCK 5013, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

Beginning at a found iron rod in the north Right-of-Way line of Rompel Drive of said Oak Grove Estates,
Unit-4 and southeast line of said 37.956 acre tract and the west line of a 200 foot wide CPSB Right-of-Way as
shown on a plat of said Oak Grove Estates, Unit-4 for the southeast corner of the herein described tract;

1) Thence, an arc distance of 92.53 feet, along said curve to the left, said curve having a radius of 50.00
feet, a tangent of 66.39 feet, a delta of 106°01’45” and a chord bearing and distance of N. 66°10’44”
W., 79.88 feet, to an angle point of the herein described tract;

Thence, leaving the north Right-of-Way line of Rompel Drive and crossing said 37.956 acre tract, the
following bearings and distances:

2) N. 06°30’48” W., 1,028.89 feet, to a set ½” iron rod with a yellow plastic cap
stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

3) N. 34°58’25” W., 964.73 feet, to a set ½” iron rod with a yellow plastic cap stamped
“B.M.B. INC EASEMENT”, in the northwest line of said 37.956 acre tract, and the
southeast line of the remainder of a 94.642 acre tract, recorded in Volume 5625
Pages 94-97, Deed Records of Bexar County, Texas, for west corner of the herein
described tract;

4) Thence, N. 45°52’33” E., 50.65 feet, to an angle point, for the north corner of said 37.956 acre tract,
for the east corner of the remainder of said 94.642 acre tract, in the southwest line of the west 24.083
acres of a 48.09 acre tract recorded in Volume 18601 pages 882-884, of the official public records of
Bexar County, Texas, for north corner of the herein described tract;
5) Thence, S. 34°58'25" E., 985.47 feet, leaving said remainder of a 94.642 acre tract along the west line of said west 24.083 acre tract, and the east line of said 37.956 acre tract, to a set ¼" iron rod with a yellow plastic cap stamped "B.M.B. INC EASEMENT", for an angle point of the herein described tract;

6) Thence, S. 06°30'48" E., 1,038.32 feet, leaving the west line of said 24.083 acre tract, and crossing said 37.956 acre tract, to a set ¼" iron rod with a yellow plastic cap stamped "B.M.B. INC EASEMENT", for an angle point of the herein described tract;

7) Thence, S. 66°27'18" E., 34.92 feet continuing across of said 34.92 acre tract, to a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC EASEMENT", the west line of said 200 foot wide CPSB Right-of-Way as shown on a plat of said Oak Grove Estates, Unit-4, for an angle point of the herein described tract;

8) Thence, S. 16°51'01" E., 28.44 feet, continuing across of said 37.956 acre tract to the POINT OF BEGINNING and containing 2.317 acres (100,937 sq. ft.) tract of land.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 11th day of April, 2017.

[Signature]

Victor Mendez, Jr., RPLS 6056
Revised 7-06-2017
J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED WEST 24.063 ACRES
VOL. 18601 PGS. 882-884
O.P.R.B.C.T.
OF A 42.194 ACRE TRACT
DESCRIBED IN
VOL. 4655 PG. 32-34
D.R.B.C.T

BEARING SOURCE:
NAD 83(20)3 TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE, SCALE FACTOR 1.00017.

SURVEY PLAT SHOWING:
RECORDING A 2.317 ACRES (100,657 SQ. FT.), TRACT OF LAND, OUT OF A CALLED 37.956 ACRE TRACT OF LAND, RECORDED IN VOLUME 18601 PAGES 882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, BEING THE REMAINDER OF A 42.194 ACRE TRACT DESCRIBED IN VOLUME 4655 PAGES 32-34 OF THE DEED RECORDS BEXAR COUNTY, TEXAS, AND BEING OUT OF THE ANTONIO PEREZ SURVEY NO. 10, ABSTRACT NO. 571, COUNTY BLOCK 5013, BEXAR COUNTY, TEXAS.

PREPARED BY:
RAIMEDINA BAU, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/494-7223
11/98 82C No. 100209-00

REvised 8-17-2017 PAGE 4 OF 5

JOB NO.: S-5620
J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED WEST 24.083 ACRES
VOL. 18601 PGS. 882-884
O.P.R.B.C.T.
OF A 46.09 ACRE TRACT
DESCRIBED IN
VOL. 4979 PG. 203-205
D.R.B.C.T

BEARING SOURCE:
NAD 83(93) TEXAS STATE PLANE COORDINATES SOUTH
CENTRAL ZONE, SCALE FACTOR 1.00017.

SURVEY PLAN SHOWN:
BEING A 2.517 ACRES (100,837 SQ. FT.) TRACT OF
LAND, OUT OF A CALLED 37.956 ACRE TRACT OF
LAND, RECORDED IN VOLUME 18601 PAGES 882-884,
OF THE OFFICIAL PUBLIC RECORDS OF BEAUX
COUNTY, TEXAS, BEING THE REMAINDER OF A 42.194
ACRE TRACT DESCRIBED IN VOLUME 4655 PAGES
32-34 OF THE DEED RECORDS BEAUX COUNTY
TEXAS, AND BEING OUT OF THE ANTONIO PEREZ
SURVEY NO. 10, ABSTRACT NO. 571, COUNTY BLOCK
5013, BEAUX COUNTY, TEXAS.

PREPARED BY:
BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/494-7223
TLSF REG No. 100209-00

STATE OF TEXAS |
COUNTY OF BEAUX |

TODAY'S DATE |
APRIL 11, 2017 |

THIS SURVEY PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON
THE GROUND UNDER MY SUPERVISION.

VICTOR MENDEZ, JR.
REGISTERED LAND SURVEYOR
6056

REVISD 8-17-2017 PAGE 5 OF 5

VICTOR MENDEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6056 - STATE OF TEXAS
JOB NO.: S-5620
FIELD NOTES
For a 0.111 Acre (4,821 square feet)
(Permanent Sewer Easement)

BEING A 0.111 OF AN ACRE (4,821 SQ. FT.), TRACT OF LAND, OUT OF A
CALLED WEST 24.083 ACRE TRACT, RECORDED IN VOLUME 18601 PAGES
882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS,
OF A 48.09 ACRE TRACT DESCRIBED IN VOLUME 4979 PAGES 203-205 OF THE
DEED RECORDS OF BEXAR COUNTY, TEXAS, BEING OUT OF THE ANTONIO
PEREZ SURVEY NO. 10, ABSTRACT NO. 571, COUNTY BLOCK 5013, BEXAR
COUNTRY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

Beginning at a set ½” iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, on the
northwest line of the said 24.083 acre tract, in the southeast line of the Union Pacific Railroad (100’ Right of
Way) as shown on the Right-of-Way Map of Wurzbach Parkway (variable width Right of Way, C.S.J. 8000-
15-007), for the north corner of the herein described tract, from which a 3” aluminum disk stamped “TXDOT
found at the south corner of a cutback at the intersection of the southwest Right-of-Way line of said Wurzbach
Parkway and the northwest Right-of-Way line of Wetmore Road (60 foot minimum Right-of-Way), bears N.
57° 41’39” W., 235.73 feet.

(1) Thence, S. 34°58’25” E., 93.42 feet, departing the southeast line of said Union Pacific Railroad and
crossing said 24.083 acre tract, to a point, for the north corner of the remainder of a 94.642 acre tract
recorded in Volume 5625 Pages 94-97 Deed Records of Bexar County, Texas, and an interior corner
of said 24.083 acre tract, and the east corner of the herein described tract;

(2) Thence, S. 45°54’33” W., 50.64 feet, along the northwest line of the said remainder of a 94.642 acre
tract and the interior line of said 24.083 acre tract, to a set ½” iron rod with a yellow plastic cap
stamped “B.M.B. INC EASEMENT”, for the south corner of the herein described tract;

(3) Thence, N. 34°58’25” W., 99.43 feet, departing the northwest line of the said remainder of a 94.642
acre tract and crossing said 24.083 acre tract, to a set ½” iron rod with a yellow plastic cap stamped
“B.M.B. INC EASEMENT”, in the southeast line of said Union Pacific Railroad (100’ Right of
Way), for the west corner of the herein described tract;

(4) Thence, N. 52°43’19” E., 50.04 feet, with the southeast line of said Union Pacific Railroad (100’
Right of Way), and the northwest line of said 24.083 acre tract, to the POINT OF BEGINNING and
containing 0.111 of an acre (4,821 sq. ft.) tract of land.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the _11th_ day of _April_ 2017.

[Signature]
Victor Mendez, Jr., RPLS 6056
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT - SEWER

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS

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

Being a 1.746 acre (76,038 sq. ft.), tract of land, out of a called 37.956 acre tract of land, recorded in Volume 18601, pages 882-884, of the Official Public Records of Bexar County, Texas, being the remainder of a 42.194 acre tract described in Volume 4655, pages 32-34 of the Deed Records of Bexar County, Texas, and being out of the Antonio Perez Survey No. 10, Abstract No. 571, County Block 5013, Bexar County, Texas, said land being more particularly described and/or depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

AND

Being a 0.070 of an acre (3,037 sq. ft.) tract of land, out of a called west 24.083 acre tract, recorded in Volume 18601, Pages 882-884, of the Official Public Records of Bexar County, Texas, of a 48.09 acre tract described in Volume 4979, Pages 203-205 of the Deed Records of Bexar County, Texas, being out of the Antonio Perez Survey No. 10, Abstract No. 571, County Block 5013, Bexar County, Texas, said land being more particularly described and or depicted in Exhibits "C" and "D" attached hereto and made a part hereof;

Exhibits "A", "B", "C", and "D" are attached hereto and make a part hereof (the "Easement Area"),

For the purpose of using the said temporary construction easement area for any and all things necessary for the construction of the aforesaid sewer lines, facilities and appurtenances. In further consideration of this grant, said GRANTEE expressly agrees that it will remove from said land all
surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. The temporary construction easement shall expire at the completion of construction of the aforesaid improvements, demobilization and restoration work.

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

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

And GRANTOR does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED effective this 18th day of January, 2018

GRANTOR:

JM ASSETS, LP, a Nevada limited partnership

By: A-A-A Storage, LLC, a Texas limited liability corporation, its general partner

By: [Signature]

Name: John S. Muhich
Title: President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 18th day of January, 2018, by John S. Muhich, the President of A-A-A Storage, LLC, a Texas limited liability corporation, the general partner of JM ASSETS, LP, a Nevada limited partnership, on behalf of said limited partnership.

[Signature]

Notary Public
FIELD NOTES
For a 1.746 Acre (76.038 square feet)
(Temporary Construction Easement)

BEING A 1.746 ACRE (76.038 SQ. FT.), TRACT OF LAND, OUT OF A CALLED
37.956 ACRE TRACT OF LAND, RECORDED IN VOLUME 18601 PAGES 882-884,
OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, BEING
THE REMAINDER OF A 42.194 ACRE TRACT DESCRIBED IN VOLUME 4655,
PAGES 32-34 OF THE DEED RECORDS BEXAR COUNTY, TEXAS, AND BEING
OUT OF THE ANTONIO PEREZ SURVEY No. 10, ABSTRACT No. 571, COUNTY
BLOCK 5013, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

Beginning at a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC EASEMENT", in the
southwest line of said 37.956 acre tract, and the east Right of Way line of Carver Road (40 Foot
Right of Way) as shown on plat of Towne Lake Garden, recorded in Volume 9509, Pages 140-143 of
the Deed and Plat Records of Bexar County, Texas, for the south corner of the herein described tract,
from which an iron rod found in the northwest Right-of-Way line of said Lake Path Drive, (variable
width) as shown on plat of said Towne Lake Garden, for the south corner of said 37.956 acre tract,
bears S.20°31’09” E., 17.76 feet.

(1) Thence, N.20°31’09”W., 75.58 feet, along the southwest line of said 37.956 acre tract, and
the east Right of Way line of Carver Road , to an angle point of the herein described tract;

Thence, departing the east Right of Way line of Carver Road and crossing said 37.956 acre tract, of
land, the following bearings and distances:

(2) N.02°51’57”E., 160.66 feet, to an angle point of the herein described tract;

(3) N.48°07’54”E., 325.88 feet, to a point on the southwest line of a 200 foot
Electric Transmission Easement and Right of Way described in Volume
3275, Pages 179-183 of the Deed Records of Bexar County, Texas, for an
angle point of the herein described tract;

(4) N.78°14’52”E., 47.37 feet, crossing said 200 foot Electric Transmission Easement and Right of Way, to an angle point of the herein described tract;

(5) N.06°30’48”W., crossing said 200 foot Electric Transmission Easement and
continuing, for a total distance of 997.42 feet, to an angle point of the herein
described tract;

Page 1 of 7
N.34°58'25"W., 952.29 feet, to a point in the northwest line of said 37.956 acre tract, the southeast line of the remainder of a 94.642 acre tract, recorded in Volume 5625 Pages 94-97 of the Deed Records of Bexar County, Texas, for the northwest corner of the herein described tract;

Thence, N.45°52'33"E., 30.39 feet, along the southeast line of said remainder of a 94.642 acre tract, the northwest line of said 37.956 acre tract, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for the north corner of the herein described tract;

Thence, departing the southeast line of said remainder of a 94.642 acre tract, and crossing said 37.956 acre tract, the following bearings and distance:

S.34°58'25"E., 964.73 feet, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

S.06°30'48"E., 1,028.89 feet, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, in a non-tangent curve to the left of the north Right-of-Way line of Rompel Drive, as shown on plat of Towne Lake Garden, recorded in Volume 9509, Pages 140-143 of the Deed and Plat Records of Bexar County, Texas, the southeast corner of the herein described tract;

Thence, an arc distance of 9.09 feet, along said curve to the left, said curve having a radius of 50.00 feet, a tangent of 9.09 feet, a delta of 10°24'57" and a chord bearing and distance of S.55°35'55"W., 9.08 feet, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

Thence, S.78°14'52"W., 58.62 feet departing the north Right-of-Way line of said Rompel Drive, and crossing said 37.956 acre tract, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;

Thence, S.48°07'54"W., 305.30 feet, across, the said 37.956 acre tract, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, for an angle point of the herein described tract;
(13) Thence, S.02°51'57"W., 217.53 feet, continuing across said 37.956 acre tract, to the POINT OF BEGINNING and containing 1.746 acres (76,038 sq. ft.) of land.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 11th day of April, 2017.

[Signature]

Victor Mendez, Jr., RPLS 6056
Revised 7-06-2017
LEGEND

- FOUND 1/2" IRON ROD WITH 3" ALUMINUM DISK MONUMENT
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "D.M.B. INC. EASEMENT"
- TO A POINT
- LIGHT POLE
- POWER POLE
- SIGN
- EXISTING R.O.W
- PROPOSED PARCEL
- PROPERTY LINE
- D.P.R.B.C.T.
- DEED INDEX AND PLAT RECORDS OF BEAR X COUNTY, TEXAS
- D.R.B.C.T.
- DEED RECORDS OF BEAR X COUNTY, TEXAS
- O.P.R.B.C.T.
- OFFICIAL PUBLIC RECORDS OF BEAR X COUNTY, TEXAS
- O.P.R.R.B.C.T.
- OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEAR X COUNTY, TEXAS

LINE TABLE

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BEARING SOURCE:
NAD 83(93) TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE, SCALE FACTOR 1.00017.

SURVEY PLAT SHOWING:
BEING A.7.464 ACRES (76,038 SQ. FT.), TRACT OF LAND, OUT OF A CALLED 37,956 ACRES TRACT OF LAND, RECORDED IN VOLUME 18601 PAGES 882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEAR X COUNTY, TEXAS, BEING THE REMAINDER OF A 42,194 ACRES TRACT DESCRIBED IN VOLUME 4655 PAGES 32-34 OF THE DEED RECORDS BEAR X COUNTY, TEXAS, AND BEING OUT OF THE ANTONIO PEREZ SURVEY NO. 10, ABSTRACT NO. 571, COUNTY BLOCK 5013, BEAR X COUNTY, TEXAS.

PREPARED BY:
RAB MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/454-7224
TSLF REG No. 100205-00

REVISED 8-17-2017 PAGE 5 OF 7
JOB NO: S-5620
J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED WEST 24.083 ACRES
VOL. 18601 PGS. 882-884
O.P.R.B.C.T.
OF A 48.09 ACRE TRACT
DESCRIBED IN
VOL. 4979 PG. 203-205
D.R.B.C.T

J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED 37.956 ACRES
18601 PGS. 882-884
O.P.R.B.C.T.
BEING THE REMAINDER
OF A 42.104 ACRE TRACT
VOL. 4655 PGS. 32-34
D.R.B.C.T

BEARING SOURCE:
NAD 83(2003) TEXAS STATE PLANE COORDINATES SOUTH
CENTRAL ZONE, SCALE FACTOR 1.00017.

SURVEY PLAT SHOWING:
BEING A 1.746 ACRE (76,038 SQ. FT.), TRACT OF LAND, OUT
OF A CALLED 37.956 ACRE TRACT OF LAND, RECORDED IN
VOLUME 18601 PAGES 882-884, OF THE OFFICIAL PUBLIC
RECORDS OF BEXAR COUNTY, TEXAS, BEING THE REMAINDER
OF A 42.104 ACRE TRACT DESCRIBED IN VOLUME 4655 PAGES
32-34 OF THE DEED RECORDS BEXAR COUNTY TEXAS, AND
BEING OUT OF THE ANTONIO PEREZ SURVEY NO. 571, ABERTON
COUNTY BLOCK 5013, BEXAR COUNTY, TEXAS.

PREPARED BY:
MB MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/494-7223
TLSF REG No. 100209-00

LINE TABLE

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<td>964.73'</td>
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REVISED 8-17-2017 PAGE 6 OF 7
J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED WEST 24.083 ACRES
VOL. 18601 PGS. 882-884
O.P.R.B.C.T.
OF A 40.09 ACRE TRACT
DESCRIPTED IN
VOL. 4979 PG. 203-205
D.R.B.C.T

J.M. ASSETS, LP
A NEVADA LIMITED PARTNERSHIP
CALLED 37.956 ACRES
18601 PGS. 882-884
O.P.R.B.C.T.
BEING THE REMAINDER
OF A 42.194 ACRE TRACT
VOL. 4655 PGS. 32-34
D.R.B.C.T

BEARING SOURCE:
NAD 83(93) TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE, SCALE FACTOR 1.00017.

SURVEY PLAT SHOWING:
BEING A 1.746 ACRE (76,038 SQ. FT.), TRACT OF LAND, OUT OF A CALLED 37.956 ACRE TRACT OF LAND, RECORDED IN VOLUME 18601 PAGES 882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEAX COUNTY, TEXAS, BEING THE REMAINDER OF A 42.194 ACRE TRACT DESCRIBED IN VOLUME 4655 PAGES 32-34 OF THE DEED RECORDS BEAx COUNTY TEXAS, AND BEING OUT OF THE ANTONIO PEREZ SURVEY NO. 10, ABSTRACT No. 571, COUNTY BLOCK 5013, BEAX COUNTY, TEXAS.

PREPARED BY:
BAN MEDINA BAN, INC.
ENGINEERS & SURVEYSORS
7071 San Pedro Ave.
San Antonio, Texas 78216
210/494-2233
TLSF REG No. 100209-00

STATE OF TEXAS COUNTY OF BEAX

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Victor Mendez
Registered Professional Land Surveyor
No. 6056 – State of Texas
JOB NO.: 9-5020

REVISED 8-17-2017 PAGE 7 OF 7
FIELD NOTES
For a 0.070 Acre (3,037 square feet)
(Temporary Construction Easement)

BEING A 0.070 OF AN ACRE (3,037 SQ. FT.), TRACT OF LAND, OUT OF A CALLED WEST 24.083 ACRE TRACT, RECORDED IN VOLUME 18501 PAGES 882-884, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OF A 48.09 ACRE TRACT DESCRIBED IN VOLUME 4979 PAGES 203-205 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, BEING OUT OF THE ANTONIO PEREZ SURVEY NO. 10, ABSTRACT NO. 571, COUNTY BLOCK 5013, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, on the northwest line of the said 24.083 acre tract, in the southeast line of the Union Pacific Railroad (100’ Right of Way) as shown on the Right-of-Way line Map of Wurzbach Parkway (variable width Right of Way, C.S.J. 8000-15-007), for the north corner of the herein described tract, from which a 3" aluminum disk stamped "TXDOT" found at the south corner of a cutback at the intersection of the southwest Right-of-Way line of Wurzbach Parkway and the northwest Right-of-Way line of Wetmore Road (60 foot minimum Right-of-Way), bears N. 45° 34'05" W., 223.25 feet.

(1) Thence, S. 34°58'25" E., 99.43 feet, departing the southeast line of the Union Pacific Railroad and crossing said 24.083 acre tract, to a set ½" iron rod with a yellow plastic cap stamped “B.M.B. INC EASEMENT”, in the north line of the remainder of a 94.642 acre tract recorded in Volume 5625 Pages 94-97, deed Records of Bexar County, Texas and an interior line of said 24.083 acre tract, for the east corner of the herein described tract;

(2) Thence, S. 45°54'33" W., 30.38 feet, along the northwest line of the said remainder of a 94.642 acre tract and the interior line of said 24.083 acre tract, to a point, for the south corner of the herein described tract;

(3) Thence, N. 34°58'25" W., 103.04 feet, departing the northwest line of the said remainder of a 94.642 acre tract and crossing said 24.083 acre tract, to a point, in the southeast line of said Union Pacific Railroad (100’ Right of Way) and the northwest line of said 24.083 acre tract, for the west corner of the herein described tract;

(4) Thence, N. 52°43'19" E., 30.02 feet, with the southeast line of said Union Pacific Railroad (100’ Right of Way), and the northwest line of said 24.083 acre tract, to the POINT OF BEGINNING and containing 0.070 of an acre (3,037 sq. ft.) tract of land.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 11th day of April, 2017.

[Signature]
Victor Mendez, Jr., RPLS 6056

Page 1 of 2
TO: San Antonio Water System Board of Trustees

FROM: Nancy Belinsky, Vice President & General Counsel

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

SUBJECT: AUTHORIZATION FOR THE NEGOTIATION AND SETTLEMENT OF CLAIMS OF SAN ANTONIO WATER SYSTEM AGAINST MIDWEST EMPLOYERS CASUALTY COMPANY

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves settlement of the San Antonio Water System’s (the “System”) claim for reimbursement of excess worker’s compensation insurance expenses against Midwest Employers Casualty Company (the “MECC”) and the System’s obligation under the settlement agreement. The resolution also authorizes settlement payable to the System in the total amount of $287,418.25, and acceptance of MECC’s offer to reimburse the System for sixty percent (60%) of expenses above SIR (under the two earlier policies from 1991 to 1994) and one hundred percent (100%) of expenses above SIR (on the policy in effect from 1994-1995), and authorizes the President/Chief Executive Officer and the System’s Legal Counsel to execute the settlement agreement.


- The System maintained a Self-Insured Retention (the “SIR”) in amounts of $200,000 to $250,000 per claim, but failed to provide timely notices to MECC of claims that exceeded the SIR amount.

- Eight separate workers’ compensation claims were made against the System for on-the-job injuries to employees at the System incurred during the effective dates of the three policies. The earliest of these occurred on September 26, 1991, and another occurred on December 11, 1991 (prior to SAWS’ creation). The remainder of the claims occurred at various times between 1992 and 1995.

- Between December 2015 and March 2016, the System notified MECC of these eight (8) claims and sought reimbursement of amounts paid in excess of SIR toward past claims which total over $1.4 million.
• After several interactions and discussions between the System and MECC legal counsel, MECC has proposed an offer to settle these claims and a reimbursement plan for future expenses above the SIR, regarding claims under the three policies.

• The System believes it is in the System’s best interest to accept MECC’s offer of settlement in the total amount of $287,418.25, and to be reimbursed for sixty percent (60%) of expenses above SIR (under the 1991-1994 policies) and one hundred percent (100%) of expenses above SIR (on the policy in effect from 1994-1995).

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Settlement of this claim is for the total amount of $287,418.25 and will be deposited to the System Fund. (Company: 1000, Accounting Unit: 8111500, Account: 511590, Total 2018 amount: $287,418.25).

Nancy Belinsky
Vice President and General Counsel

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER AND THE SYSTEM'S LEGAL COUNSEL TO NEGOTIATE AND EXECUTE A SETTLEMENT AGREEMENT AND RELEASE PROPOSED BY MIDWEST EMPLOYERS CASUALTY COMPANY (MECC) FOR PARTIAL REIMBURSEMENT OF PAST WORKERS’ COMPENSATION CLAIMS FOR THE PERIOD FROM 1991 TO 1995, AND AGREEMENT FOR REIMBURSEMENT OF FUTURE EXPENSES, RESPECTIVELY, FROM THE DATE OF 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, Midwest Employers Casualty Company (the “MECC”) issued three Excess Workers’ Compensation insurance policies to the San Antonio Water System (the “System”) for respective effective dates from January 1, 1991 to May 31, 1993; from May 31, 1993 to May 31, 1994; and May 31, 1994 to May 31, 1995; and

WHEREAS, eight separate workers’ compensation claims were made against the System for on-the-job injuries to employees at the System that occurred during the effective dates of the three policies. The earliest of these occurred on September 26, 1991, and another occurred on December 11, 1991 (prior to SAWS’ creation). The remainder occurred at various times between 1992 and 1995; and

WHEREAS, the System maintained a Self-Insured Retention (the “SIR”) amount of $200,000.00 to $250,000.00 per claim, but failed to provide notices to MECC of claims that exceeded the SIR amount; and

WHEREAS, between December 2015 and March 2016, the System notified MECC of these claims and sought reimbursement of amounts previously paid by the System in excess of SIR toward past claims which total over $1.4 million; and

WHEREAS, MECC initially denied the claims. However, after several interactions and discussions between the System and MECC legal counsel, MECC has made an offer to settle these claims and propose a reimbursement plan for future expenses above the SIR, regarding claims under the three policies; and

WHEREAS, both the System and MECC now desire to resolve their differences and settle all past claims and establish an agreed basis to resolve future claims and expenses; and
WHEREAS, the System has elected to accept MECC’s offer of settlement in the total amount of $287,418.25, and to be reimbursed for sixty percent (60%) of expenses above SIR (under the two earlier policies) and one hundred percent (100%) of expenses above SIR (on the policy in effect from 1994-1995); and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept settlement in the amount of $287,418.25 from MECC, payable to the System, to settle all claims against MECC, and (ii), to authorize the President/Chief Executive Officer and the System’s Legal Counsel to execute the settlement agreement and accept payment payable to the System in the amount of $287,418.25 for obligations under the terms of the settlement agreement, now, therefore:

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

1. That the settlement of the claim by the System against MECC is hereby approved.

2. That the amount authorized to settle the claims shall consist of $287,418.25, payable to the System.

3. That the amount of $287,418.25 is to be deposited into the System Fund for reimbursement of funds paid in excess of SIR amount and under the settlement is hereby authorized.

4. That the President/Chief Executive Officer and the System’s Legal Counsel are hereby authorized to execute the settlement agreement between the System and MECC, and their attorneys, for the System’s obligation under the terms of the settlement agreements.

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 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 6th day of March, 2018.

_____________________________.
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Nancy Belinsky, Vice President & General Counsel

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

SUBJECT: AUTHORIZATION FOR THE NEGOTIATION AND SETTLEMENT OF THE LAWSUIT OF HILLARY HALL, ROY OVERSTREET AND HILDA HALL AGAINST THE SAN ANTONIO WATER SYSTEM

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer and the System’s Legal Counsel to negotiate and execute a settlement agreement in connection with the lawsuit of Hillary Hall, Roy Overstreet and Hilda Hall (the “Plaintiffs”) against the San Antonio Water System (the “System”).

- Plaintiffs Hillary Hall and Hilda Hall made a claim against the System, alleging that on or about April 9, 2015, they were passengers in a vehicle operated by Plaintiff Roy Overstreet, who was traveling on the 1600 block of N. New Braunfels, in San Antonio, Texas, when a SAWS vehicle operated by a System employee, struck the vehicle from behind. Plaintiffs subsequently filed two lawsuits, now consolidated, seeking damages for bodily injuries sustained in the incident.

- Liability is unclear, and the amount of damages claimed by Plaintiffs for past and future medical care expenses, past and future physical pain and suffering, mental anguish, past and future physical impairment, lost wages, lost earning capacity, disfigurement, and all other future damages, is disputed by the System.

- The suit was mediated on February 20, 2018, and settled for $196,421.27, subject to Board approval.

- The System and Plaintiffs desire to resolve all differences and all outstanding claims. The System recommends settlement of this lawsuit in the total amount of $196,421.27.
The System has agreed to pay $196,421.27 to Hillary Hall and her attorneys, The Davis Law Firm, and Roy Overstreet and Hilda Hall, and their attorneys, Kwok Daniel Ltd., L.L.P., subject to Board approval.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Settlement of this lawsuit is for the total amount of $196,421.27, and will be paid from the System Fund. The required funding is available in FY 2018 from the System Fund budget (Company: 1000, Accounting Unit: 8111800, Account: 511510, Total 2018 amount: $196,421.27).

\[\text{Signed}\]

Nancy Belinsky  
Vice President and General Counsel

**APPROVED:**

\[\text{Signed}\]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER AND THE SYSTEM’S LEGAL COUNSEL TO NEGOTIATE AND EXECUTE A SETTLEMENT AGREEMENT AND TO PAY UP TO $196,421.27 TO HILLARY HALL, ROY OVERSTREET AND HILDA HALL AND THEIR RESPECTIVE ATTORNEYS, AND TO PERFORM THE SYSTEM’S OBLIGATIONS UNDER THE TERMS OF THE SETTLEMENT 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, Plaintiffs Hillary Hall, Roy Overstreet and Hilda Hall (the “Plaintiffs”) filed two separate lawsuits against the San Antonio Water System (the “System”), seeking damages for personal injuries as a result of an accident that occurred on or about April 9, 2015, in San Antonio, Bexar County, Texas, which lawsuits have now been consolidated; and

WHEREAS, Plaintiffs Hillary Hall and Hilda Hall were passengers in a vehicle operated by Plaintiff Roy Overstreet, who was traveling south in the 1600 block of N. New Braunfels, in San Antonio, Texas, when a SAWS vehicle operated by a System employee, struck the vehicle from behind which resulted in bodily injuries to Plaintiffs; and

WHEREAS, the liability of the System for the incident is disputed and the amount and extent of damages claimed by Plaintiffs for past and future medical care expenses, past and future physical pain and suffering, mental anguish, past and future physical impairment, lost wages, lost earning capacity, disfigurement, and all other future damages claimed by Plaintiffs was disputed by the System; and

WHEREAS, Plaintiffs’ claims were mediated and settled on February 20, 2018, for $196,421.27, subject to Board approval; and

WHEREAS, the nature of the facts of this case, the avoidance of further legal expense, and other relevant circumstances favor settlement of this lawsuit; and

WHEREAS, both the System and Plaintiffs now desire to resolve all differences and settle all claims against the System; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the settlement of the lawsuit of Hillary Hall, Roy Overstreet and Hilda Hall against the System, (ii) to approve the System’s financial obligation of $196,421.27, which includes all alleged damages, fees and costs under the settlement, (iii) to authorize expenditures in the total
amount of $196,421.27 from the System Fund for the purposes of the settlement, and (iv) to authorize the President/Chief Executive Officer and the System’s Legal Counsel to execute the settlement agreement and pay $196,421.27 to Plaintiffs and their attorneys for obligations under the terms of the settlement agreement; now, therefore:

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

1. That the settlement of the lawsuit by Hillary Hall, Roy Overstreet and Hilda Hall against the San Antonio Water System is hereby approved.

2. That the amount authorized to settle the lawsuit, including all alleged damages, costs and fees, shall hereby consist of $196,421.27, payable to Hillary Hall and her attorneys The Davis Law Firm, and Roy Overstreet and Hilda Hall, and their attorneys, Kwok Daniel Ltd., L.L.P.

3. That the amount of $196,421.27 is hereby authorized to be expended from the System Fund for the System’s obligations under the authorized settlement agreement.

4. That the President/Chief Executive Officer and the System’s Legal Counsel are hereby authorized to execute the settlement agreement between the System and Hillary Hall, Roy Overstreet and Hilda Hall, for the System’s obligations under the terms of the settlement agreement.

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

6. If any 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, inoperative, or invalid.

7. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 6th day of March, 2018.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arellano, Jr., Secretary
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: APPROVAL OF SERVICES WORK ORDERS FOR PROFESSIONAL SERVICES IN CONNECTION WITH CONFIGURING AND IMPLEMENTING ENHANCEMENTS TO THE INFOR CDR MODULE, DYNAMIC PORTAL, CUSTOMER INFORMATION BACK OFFICE SYSTEM MODULE, ASSET MANAGEMENT CONFIGURATION TO SUPPORT SSO, AND INFOR MOBILE CONFIGURATION

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves the services work orders from Infor Public Sector, Inc. to configure enhancements and provide support to the Infor CDR module, for configuring and implementing the Infor CDR Dynamic Portal software module, for implementing enhancements to the Customer Information System, and Asset Management Configuration.

- San Antonio Water System (SAWS) currently utilizes the Infor CDR module in Development Engineering for Utility Service Agreements, General Construction Permits, Plats, and Counter Services Permits.

- During 2018, SAWS plans to implement workflow process enhancements to the Infor CDR module this to include the Infor Dynamic Portal Module.

- SAWS currently utilizes the Infor CIS module for Customer Service and Billing.

- During 2018, SAWS plans to implement enhancements to the CIS module that will enable SAWS to address process changes and new functionality which will provide the business units with ability to manage our customers’ business more productively.

- SAWS currently utilizes the Infor Work Order and Asset Management module to address Field Operations businesses.

- The Work Order and Asset Management System – SSO Operations and Processing support will enable SSO Operations Units to conduct business in the field that will allow the business units to manage the conditions as well as the data with a more productive approach in order to help the CD requirements.

- This resolution approves the services work order from Infor Public Sector, Inc. in an
Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Funds will be made available from the System Fund to pay for the professional services. The total amount is not to exceed $203,300.00 for FY 2018. These items will be paid from System Fund budgeted in the FY 2018 expense budget (Company: 1000, Accounting Unit: 5020900, Account: 511312).

Sree Pulapaka
Vice President
Chief Information Officer

Douglas P. Evanson
Senior Vice President
Chief Financial Officer

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING SERVICES WORK ORDERS FOR PROFESSIONAL SERVICES IN CONNECTION WITH CONFIGURING AND IMPLEMENTING ENHANCEMENTS TO THE INFOR CDR MODULE, INFOR CUSTOMER INFORMATION BACK OFFICE SYSTEM (CIS) MODULE, AND FOR THE INFOR WORK ORDER SSO PROCESS CONFIGURATION AND FOR INFOR MOBILE CONFIGURATION IN AN AMOUNT NOT TO EXCEED $203,300.00 SUBJECT TO THE AGREEMENT WITH INFOR PUBLIC SECTOR, INC.; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $203,300.00 FROM THE SYSTEM FUND FOR FISCAL YEAR 2018; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY INFOR PUBLIC SECTOR, INC. AN AMOUNT NOT TO EXCEED $203,300.00 FOR THE SERVICES WORK ORDERS; 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 utilizes the Infor CDR Permitting Module in Development Engineering for Utility Service Agreements, General Construction Permits, Plats, Counter Service Permits and to record payments for Impact Fees; and

WHEREAS, enhancements to the Infor CDR Permitting Module are necessary to improve system performance and workflow process efficiencies; and

WHEREAS, the System currently utilizes the Infor Customer Information System to calculate and track billing for customers; and

WHEREAS, enhancements are required to configure and implement the Customer Information System process changes and new functionality as requested; and

WHEREAS, the System currently utilizes the Infor Work Order and Asset Management System to address Field Operations businesses; and

WHEREAS, enhancements are required to configure and implement processes to support the SSO-CD requirements; and
WHEREAS, the required funding in an amount not to exceed $203,300.00 for FY 2018 is available from the System Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve services work orders to Infor Public Sector, Inc. in an amount not to exceed $203,300.00 for the implementation of the Infor CDR Permitting module enhancements, implementation of the Customer Information System additional configuration, enhancements to support SSO-CD Configuration, (ii) to authorize expenditures in an amount not to exceed $203,300.00 from the System Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay Infor Public Sector, Inc. an amount not to exceed $203,300.00 for the services work orders; now, therefore:

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

1. That the services work orders with Infor Public Sector, Inc. in an amount not to exceed $203,300.00 for the implementation of the enhancements to the Infor CDR Permitting module, Customer Information System, the SSO – CD configuration, the Infor CDR Permitting module is hereby approved.

2. That expenditures in an amount not to exceed $203,300.00 is hereby authorized from the System Fund for FY2018.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay Infor Public Sector, Inc. an amount not to exceed $203,300.00 for the services work orders.

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 is effective immediately upon passage of this resolution.
PASSED AND APPROVED this 6th day of March, 2018.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Sree Pulapaka, Vice President/Chief of Information Systems, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: AUTHORIZING AN EXTENSION OF THE MAINTENANCE AGREEMENT IN CONNECTION WITH THE B2GNOW AND LCPtracker SOFTWARE

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the extension of the maintenance agreement with B2Gnow/AskReply, Inc. in an amount not to exceed $295,453.42 for the period ending December 31, 2022 in connection with the B2Gnow and LCPtracker software.

- B2GNow and LCPtracker are utilized at the San Antonio Water System to monitor subcontractor payments in order to comply with the SMWVB Policy and monitor contractor prevailing wage requirements.
- The annual license and maintenance agreement provide for software updates and continual product support through December 31, 2022.
- Total amount of $295,453.42 requested represents a three percent annual increase and will be paid annually.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Funds will be made available from the System Fund to purchase the annual subscriptions and maintenance. The amount is not to exceed $55,650.00 for FY 2018, $57,319.50 for FY 2019, $59,039.09 for FY 2020, $60,810.26 for FY 2021, and $62,634.57 for FY 2022. Total amount is not to exceed $295,453.42. These items will be paid from System Fund budget (Company: 1000, Accounting Unit: 5021000, Account: 511381).

Sree Pulapaka
Vice President/Chief of Information Systems

Douglas P. Evanson
Senior Vice President/Chief Financial Officer

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING AN EXTENSION OF THE MAINTENANCE AGREEMENT WITH B2GNOW/ASKREPLY, INC. IN AN AMOUNT NOT TO EXCEED $295,453.42 FOR THE PERIOD ENDING DECEMBER 31, 2022 IN CONNECTION WITH THE B2GNOW AND LCPtracker SOFTWARE; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $295,453.42 FROM THE SYSTEM FUND FOR PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE EXTENSION OF THE MAINTENANCE AGREEMENT WITH B2GNOW/ASKREPLY, INC., AND TO PAY B2GNOW/ASKREPLY, INC. AN AMOUNT NOT TO EXCEED $295,453.42 FOR 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, B2Gnow and LCPtracker are utilized at the San Antonio Water System (the “System”) to monitor subcontractor payments in order to comply with the SMWVB Policy and monitor contractor prevailing wage requirements; and

WHEREAS, the required funding in an amount not to exceed $55,650.00 for FY 2018 is available from the System Fund; and

WHEREAS, future expenditures in an amount not to exceed $239,803.42 are pursuant to and contingent upon Board approval of future years’ budgets with a line item for such expenditures; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to authorize an extension of the maintenance agreement with B2Gnow/AskReply, Inc. in an amount not to exceed $295,453.42 for the period ending December 31, 2022 in connection with the B2Gnow and LCPtracker software, (ii) to authorize expenditures in an amount not to exceed $239,803.42 from the System Fund, and that future expenditures are pursuant to and contingent upon Board approval of future years’ budgets with a line item for such expenditures, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the extension of the maintenance agreement with B2Gnow/AskReply, Inc., and to pay B2Gnow/AskReply, Inc. an amount not to exceed $295,453.42 for project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the extension of the maintenance agreement with B2Gnow/AskReply, Inc. in an amount not to exceed $295,453.42 for the period ending December 31, 2022 in connection with the B2Gnow and LCPtracker software is hereby authorized.

2. That expenditures in an amount not to exceed $295,453.42 is hereby authorized from the System Fund, and that future expenditures are pursuant to and contingent upon Board approval of future years' budgets with a line item for such expenditures.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the extension of the maintenance agreement with B2Gnow/AskReply, Inc., and to pay B2Gnow/AskReply, Inc. an amount not to exceed $295,453.42 for the B2Gnow and LCPtracker software.

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 is effective immediately upon passage of this resolution.

PASSED AND APPROVED this 6th day of March, 2018.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

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

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

SUBJECT: APPROVAL OF FIRST AMENDMENT TO THE WHOLESALE WATER SERVICE CONTRACT BETWEEN CITY OF ELMENDORF AND SAN ANTONIO WATER SYSTEM

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The resolution approves and authorizes the execution of the First Amendment to the Wholesale Water Service Contract between the City of Elmendorf (Elmendorf) and the San Antonio Water System (System). Elmendorf had previously received its water supply from the Carrizo-Wilcox Aquifer, but experienced elevated levels of sulfates and total dissolved solids. A request was made to the System to provide wholesale water service to the City. The System and the City subsequently executed a Wholesale Water Service Contract (1996 Contract) on October 21, 1996, for a term of ten years. The 1996 Contract expired in 2006 and was not extended.

• Despite the expiration of the 1996 Contract, the System continued to provide water service to Elmendorf. Elmendorf continued to pay the outside city limits wholesale water monthly meter charge and outside city limits wholesale water usage fees for the four metered service connections.


  • Elmendorf contracted for an annual commitment of 350 acre-feet of water per year, subject to the terms of the 2015 Contract, to be taken or not on an annual basis for a term of three years. The 2015 Contract provided two renewals; a two-year renewal and a five-year renewal. The term of the second renewal would begin upon expiration of the two-year renewal. The total term of the 2015 Contract with renewals is ten years.

  • 2018 is the third and final year of the initial three-year term.

• Elmendorf is billed at the Bexar County wholesale rate schedule in accordance with City of San Antonio Ordinance # 2015-06-18-0575.
Elmendorf has requested to adjust the annual commitment for 2018 and the renewals to 280 acre-feet of water per year subject to the terms of the Contract, to be taken or not on an annual basis.
- The projected growth and development included in the identification of the original requested water volume has not occurred.

As a result of the reduction in the annual commitment, the System will add 70 acre-feet of water back into the overall water supply inventory available for the System's retail customers.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Elmendorf agrees to a revised annual commitment of 280 acre-feet of water per year for the remainder of the term of the Contract. Estimated 2018 revenue from the Contract will total $480,558.00, which will result in reduced revenue of approximately $111,615.00.

**APPROVED:**

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE FIRST AMENDMENT TO THE WHOLESALE WATER SERVICE CONTRACT BETWEEN THE CITY OF ELMENDORF AND THE SAN ANTONIO WATER SYSTEM; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, effective January 1, 2016, the San Antonio Water System (System) and the City of Elmendorf (Elmendorf) entered into that one certain Wholesale Water Service Contract pursuant to the System’s Resolution No. 15-178; and

WHEREAS, the System and Elmendorf desire to amend Elmendorf’s annual water commitment within the contract; and

WHEREAS, pursuant to the amendment, Elmendorf agrees to an annual commitment of 280 acre-feet per year, take or pay; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the First Amendment to the Wholesale Water Service Contract between the City of Elmendorf and the San Antonio Water System, and (ii) authorize the President/Chief Executive Officer or his duly appointed designee to execute the First Amendment to the Wholesale Water Service Contract; now, therefore:

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

1. That the First Amendment to the Wholesale Water Service Contract between the City of Elmendorf and the San Antonio Water System attached hereto as Attachment A is hereby approved.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the First Amendment to the Wholesale Water Service Contract.

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

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March, 2018.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Ernesto Arrellano, Jr., Secretary

Attachment:
A: First Amendment to Wholesale Water Service Contract
FIRST AMENDMENT
TO WHOLESALE WATER SERVICE CONTRACT
CITY OF ELMENDORF

This First Amendment to Wholesale Water Service Contract City of Elmendorf ("First Amendment") is entered into by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water reuse utility organized under Article 1115 V.A.T.S., and City Ordinance No. 75686 (the Indenture Ordinance), acting by and through its President and CEO, Robert R. Puente, pursuant to Board Resolution No. 15-178 ("System"), and the City of Elmendorf ("City").

San Antonio Water System and the City of Elmendorf executed a Wholesale Water Service Contract effective January 1, 2016, wherein the System would provide water to the City. The Parties desire to amend the terms of the Wholesale Water Agreement as follows:

1. Paragraph 6.01 of the Wholesale Water Agreement is amended as follows:

   The City agrees to an annual commitment to purchase from the System, two hundred eighty (280) acre-feet per year of water, take-or-pay subject to terms set out herein. The annual commitment is the quantity of water to be paid for, whether taken or not, on an annual basis throughout the term of this contract, subject to critical period cutbacks as described in Section 6.02. The City may elect to increase, but not decrease, its annual commitment to purchase from the System the renewal of this contract as described in Section 10. Any increases to the annual commitment will be subject to the take-or-pay terms set out herein.

2. No other terms, conditions, or provisions of the Wholesale Water Agreement are amended by this First Amendment and all such other terms, conditions and provisions shall continue in full force and effect.

This First Amendment shall be effective as of January 1, 2018.

SAN ANTONIO WATER SYSTEM

By: ______________________
Robert R. Puente
President/CEO

Date: ______________________

CITY OF ELMENDORF

By: ______________________
Michael J. Gonzales
Mayor

Date: 3/8/18
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: Pipeline Assignment from Canyon Regional Water Authority

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution accepts the assignment and transfer of a water transmission pipeline and related easements and real and personal property interests to the San Antonio Water System (SAWS) from the Canyon Regional Water Authority:

- The Canyon Regional Water Authority (CRWA) in 2003 acquired easements and real property interests and constructed thereon approximately 6,230 feet of water transmission pipeline and related personal property interests (collectively “the Pipeline”) between Loop 1604 and FM 1516 N in eastern Bexar County for the supply of water to the Bexar Metropolitan Water District (BexarMet).

- BexarMet took ownership of the water at the point of delivery but the infrastructure after the point of delivery remained the ownership of CRWA.

- Water service in this area is now provided by SAWS and located in SAWS Certificate of Convenience and Necessity.

- SAWS receives ownership of the water at the meter, however, the infrastructure after the point of delivery continues to belong to CRWA.

- It is customary that the point of delivery marks the transition of ownership of the water and the pipeline from CRWA to SAWS.

- SAWS staff determined the interests of SAWS customers can be best served if the pipeline is owned and maintained by SAWS to support future development.

- SAWS requested the transfer of pipeline ownership from CRWA to SAWS as being in the best operational interests of both organizations.

- CRWA Board of Trustees has authorized the assignment and transfer of the pipeline to SAWS at no cost.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

This action does not authorize the appropriation or the expenditure of funds. The assignment and transfer of the Pipeline is being made without charge to SAWS. There is no debt associated with the pipeline to be assumed by SAWS. Routine operation and maintenance expenses would be addressed in future budgets to the extent they are necessary.

Printed Name: Darren Thompson  
Position: Director  
Department: Water Resources

Printed Name: Donovan Burton  
Position: Vice President  
Department: Water Resources and Governmental Relations

Printed Name: Robert R. Puente  
Position: President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE ASSIGNMENT AND TRANSFER OF A WATER TRANSMISSION PIPELINE AND RELATED EASEMENTS AND REAL AND PERSONAL PROPERTY INTERESTS FROM THE CANYON REGIONAL WATER AUTHORITY TO THE SAN ANTONIO WATER SYSTEM; FINDING THIS RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Canyon Regional Water Authority (CRWA) in 2003 acquired easements and constructed thereon approximately 6,230 feet of 24-inch water transmission pipeline and related easements and real and personal property interests (collectively “the Pipeline”) between Loop 1604 and FM 1516 N in eastern Bexar County for the supply of water to the Bexar Metropolitan Water District in 1998; and

WHEREAS, water service in this area is now provided by the San Antonio Water System (SAWS) and located in SAWS Certificate of Convenience and Necessity; and

WHEREAS, CRWA Board of Trustees has authorized the assignment and transfer of the Pipeline to SAWS without charge; and

WHEREAS, SAWS staff has determined that the interests of SAWS customers can be best served if the pipeline is owned and maintained by SAWS; and

WHEREAS, the San Antonio Water System Board of Trustees desires to accept assignment and transfer of the Pipeline; now, therefore:

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

1. That the assignment and transfer of the water transmission pipeline and related easements and personal property interests to SAWS from CRWA as described in the Assignment and Transfer of Easements and Bill of Sale for Real and Personal Property Interests attached hereto as Attachment I and incorporated herein for all purposes (the Assignment Document) is hereby accepted and approved.

2. That CRWA Resolution 03-18 confirming the November 15, 2017 Assignment and Transfer of Easements and Bill of Sale for Real and Personal Property Interests previously approved by the Board is attached hereto as Attachment II and incorporated herein.
3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized and directed to file a copy of the Assignment Document along with a copy of this resolution in the real property records of Bexar County, Texas.

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 6th day of March, 2018.

____________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
I. Assignment and Transfer of Easements and Bill of Sale for Real and Personal Property Interests
II. Canyon Regional Water Authority Resolution 03-18
ASSIGNMENT AND TRANSFER OF EASEMENTS AND BILL OF SALE FOR REAL AND PERSONAL PROPERTY INTERESTS

STATE OF TEXAS §
COUNTY OF BEXAR §

THAT THE UNDERSIGNED, CANYON REGIONAL WATER AUTHORITY, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution (referred to herein as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) cash, and other good and valuable consideration to Grantor in hand paid by the CITY OF SAN ANTONIO, TEXAS, acting by and through its SAN ANTONIO WATER SYSTEM Board of Trustees, has GRANTED, ASSIGNED, TRANSFERRED, SOLD, and CONVEYED, and by these presents, does GRANT, ASSIGN, TRANSFER, SELL AND CONVEY unto the CITY OF SAN ANTONIO, a Texas Municipal Corporation, for the use, benefit and control of the said SAN ANTONIO WATER SYSTEM Board of Trustees (hereinafter referred to as "Grantee") as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council on April 30, 1992, all of Grantor’s right, title and interest in and to the following real and personal property located in Bexar County, Texas (being collectively, the "Property"), free and clear of any and all liens, claims and encumbrances:

A. Easements:

1. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by the San Antonio River Authority to Canyon Regional Water Authority known as Parcel No. B-52 and more fully described in the Water Transmission Line and Right-of-Way Easement dated July 29, 2003, and filed of record as Document # 20030211046 in Volume 10234, Pages 1873-1877, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit A;

2. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Roy Lee Patton, Mary D. Patton and Mary Frances Goerke to Canyon Regional Water Authority known as Parcel No. B-53A and more fully described in the Water Transmission Line and Right-of-Way Easement dated March 13, 2003, and filed of record as Document # 20030068593 in Book 9899, Pages 468-473, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit B;

3. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Roy Lee Patton, Mary D. Patton and Mary Frances Goerke to Canyon Regional Water Authority known as Parcel No. B-53B and more fully described in the Water Transmission Line and Right-of-Way Easement dated March 13, 2003, and filed of record as Document # 20030068592 in Book 9899, Pages 461-466, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit C;
4. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by J. E. Ryan Family Trust to Canyon Regional Water Authority known as Parcel No. B-54 and more fully described in the Water Transmission Line and Right-of-Way Easement dated May 12, 2003, and filed of record as Document # 20030132302 in Book 10045, Pages 714-718, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit D;

5. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Lucile C. Higginbotham to Canyon Regional Water Authority known as Parcel No. B-55 and more fully described in the Water Transmission Line and Right-of-Way Easement dated June 12, 2003, and filed of record as Document # 20030164992 in Book 10119, Pages 2173-2178, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit E; and

6. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Mary Dittmar Calvert and James S. Calvert to Canyon Regional Water Authority known as Parcel No. B-56 and more fully described in the Water Transmission Line and Right-of-Way Easement dated May 9, 2003, and filed of record as Document # 20030132301 in Book 10045, Pages 707-712, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit F.

B. Improvements, Facilities, Pipelines and Other Infrastructure:

All improvements, facilities, pipelines and other infrastructure owned by Grantor and located on, across or under any of the foregoing easements, together with all rights and appurtenances thereto, including without limitation that one certain water transmission pipeline depicted as "CRWA Water Main" on Exhibit G attached hereto and more fully described as approximately 6,230 linear feet of 24" capacity ductile iron pipe between the fence of Grantor’s Loop 1604 Booster Station and state highway FM 1516 N.

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

This instrument shall be effective on January 1, 2018.

Signature and acknowledgement on following page
GRANTOR:

Canyon Regional Water Authority

By: 
Name: David Davenport
Title: General Manager

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this 15th day of November, 2017, by David Davenport, General Manager of Canyon Regional Water Authority, a regional water authority, on behalf of said Authority.

[Signature]
Notary Public, State of Texas

After recording, please return to:

San Antonio Water System
Attn: Mark E. Brewton
P. O. Box 2449
San Antonio, Texas 78298-2449
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL NO.: B-52
GRANTOR: San Antonio River Authority
ADDRESS: 100 E. Guenther Street, San Antonio, Texas 78283
County of Bexar
GRANTEE: CANYON REGIONAL WATER AUTHORITY
ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, an exclusive thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the "Easement"), over, upon and across the Grantor’s land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one transmission line (the "Line") for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain value assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with the right of ingress and egress over the existing 30’ wide ingress/ egress right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof; any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor’s heirs, legal representatives, successors, or assigns, on said Easement herein.
granted, so long as this Easement remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor’s property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor’s property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee’s obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.

EXECUTED this 29th day of July, 2003.

San Antonio River Authority

By: ____________________________
    Name: Gregory E. Rolle
    Title: General Manager

STATE OF TEXAS

COUNTY OF BEKAR

Before me, the undersigned authority, on this day personally appeared ___________ in the capacity of General Manager of the San Antonio River Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of July, 2003

Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
EXHIBIT "A"
Parcel No. B-52
San Antonio River Authority
(West of Loop 1604)

FIELD NOTES DESCRIBING
A VARIABLE WIDTH EASEMENT
IN THE CITY OF SAN ANTONIO AND BEUXAR COUNTY, TEXAS

Being a strip of land, variable in width, the majority being thirty (30) feet in width, situated within the Christoval Arrellano Survey Number 313, Abstract 30, New City Block 16580, City of San Antonio, Bexar County, Texas. Said strip of land being located within a 45.38 acre tract of land as described in Final Judgment recorded in volume 2529, page 1356 of the Real Property Records of Bexar County, Texas. Said 45.38 acre tract of land being acquired in Condemnation Proceeding Cause C-1680, Bexar County Court At Law No. 6, Bexar County, Texas. A plat of survey has been prepared to accompany these field notes. The bearings recited herein are based on the hereinabove 45.38 acre tract of land. Said variable width strip of land being more particularly described as follows:

BEGINNING on the north line of a thirty (30) foot wide ingress/egress right-of-way, from which a found iron pin being the southeast corner of the 45.38 acre tract of land bears, South 74°19'37" East, 399.97 feet to the west right-of-way of Loop 1604, and South 13°10'49" East, 34.25 feet. Said Beginning Point being the southwest corner of a 4.893 acre tract of land surveyed this date;

THENCE with the north line of a thirty (30) foot wide ingress/egress right-of-way, generally with a fence, North 74°19'37" West, 1.644.89 feet to a point of curvature;

THENCE along the arc of a curve to the right, having a central angle of 90°46'18", a radius of 85.00 feet, an arc length of 134.66 feet, a chord bearing of North 28°56'28" West, a chord distance of 121.01 feet to a point of tangency;

THENCE with the east line of the thirty (30) foot wide ingress/egress right-of-way, generally with a fence, North 16°26'41" East, 799.40 feet to a point of curvature;

THENCE along the arc of a curve to the left, having a central angle of 48°39'29", a radius of 115.00 feet, an arc distance of 97.66 feet, a chord bearing of North 07°53'04" West, a chord distance of 94.75 feet;

THENCE leaving the east line of the thirty (30) foot wide ingress/egress right-of-way, leaving the fence, and with the upper north line of this herein described strip of land, South 74°33'04" East, 69.05 feet;

THENCE leaving the upper north line of this herein described strip of land, South 16°26'41" West, 886.94 feet;

THENCE South 28°56'28" East. 78.30 feet;

THENCE South 74°19'37" East. 1.631.93 feet to the west line of the 4.893 acre tract of land, surveyed this date;

THENCE with the west line of the 4.893 acre tract of land, South 07°41'03" East, 32.68 feet to the Place of Beginning and containing 1.860 acres of land within the City Limits of San Antonio and Bexar County, Texas according to a survey made on the ground under my supervision.

Bill W. Callender, R.P.L.S. * Land Surveying * 1017 Harriet * Canyon Lake, TX 78133 * (830) 899-3260
PLAT SHOWING A VARIABLE WIDTH EASEMENT
SITUATED WITHIN THE CHRISTOVAL ARRELLANO, SURVEY, NO. 313,
ABSTRACT 30, M.C.B. 16580, CITY OF SAN ANTONIO,
BEVAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEVAR
I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND
CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION.

THE DAY OF , 2002 A.D.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1007 HARDEST
CANYON LAKE, TEXAS 78133
(830) 888-3262
EXHIBIT B
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL NO.: B-53A
GRANTOR: ROY LEE PATTON, MARY D. PATTON AND MARY FRANCES GOERKE
ADDRESS: 811 David Street, New Albany, Mississippi 38652
          County of Union
GRANTEE: CANYON REGIONAL WATER AUTHORITY
ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
          County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, a thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the "Easement"), over, upon and across the Grantor’s land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one or more transmission lines (the "Line") for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain valve assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the right of ingress and egress over Grantor’s adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor’s heirs, legal
representatives, successors, or assigns, on said Easement herein granted, so long as this Easement remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor’s property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor’s property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee’s obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.

EXECUTED this 13th day of MARCH, 2003.

Roy Lee Patton

Mary D. Patton

Mary Frances Goerke

STATE OF **Oklahoma**

COUNTY OF **Blaine**

Before me, the undersigned authority, on this day personally appeared Roy Lee Patton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of March, 2003.

Notary Public, State of **Oklahoma**
STATE OF Oklahoma §
COUNTY OF Payne §

Before me, the undersigned authority, on this day personally appeared Mary D. Patton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of March, 2003.

My Comm. Expires: 8-3-03
Comm. # 99010389
STATE OF Oklahoma §
COUNTY OF Payne §

Chiefly Morgan
Notary Public, State of Oklahoma

Before me, the undersigned authority, on this day personally appeared Mary Frances Goerke, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of March, 2003.

My Comm. Expires: 8-3-03
Comm. # 99010389

Chiefly Morgan
Notary Public, State of Oklahoma

After Recording Return To:
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
FIELD NOTES DESCRIBING
A THIRTY (30) FOOT WIDE EASEMENT
IN BEXAR COUNTY, TEXAS

Being a strip of land thirty (30) feet in width situated within the C. Arrillano Survey Number 313, Abstract 30, County Block 5081, Bexar County, Texas. Said strip of land being located within a 15.00 acre tract of land, called First Tract, and a 10.00 acre tract of land, called Second Tract, as described in Warranty Deed, dated October 11, 1975. Grantor: Crystal Bridges Wingate, Grantee: Roy Lee Patton, and recorded in volume 7837, page 411 of the Deed Records of Bexar County, Texas. A plat of survey has been prepared to accompany these field notes. The bearings recited herein are based on that certain 15.00 acre tract of land, called First Tract, as recorded in volume 7837, page 411 of the Deed Records of Bexar County, Texas. Said thirty (30) foot wide strip of land being more particularly described as follows:

BEGINNING on the west curved line of a thirty (30) foot wide ingress and egress easement from which a found iron pin being the southwest corner of the hereinabove 15.00 acre tract of land bears, South 74°43’00” East, 21.17 feet and South 16°17’00” West, 973.22 feet. Said thirty (30) foot wide ingress and egress easement being as described in Permanent Easement document dated May 6, 1988, Grantor: Roy Lee Patton, Grantee: San Antonio River Authority and recorded in volume 4331, page 1425 of the Real Property Records of Bexar County, Texas. Said Beginning Point being the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE crossing the hereinabove 15.00 acre tract of land and into the hereinabove 10.00 acre tract of land, North 74°43’00” West, 645.81 feet;

THENCE continuing across the 10.00 acre tract of land, North 73°59’58” West, 389.77 feet to the west line of the hereinabove 10.00 acre tract of land and being the southwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the west line of the 10.00 acre tract of land, North 16°17’00” East, 30.00 feet to the south line of a thirty (30) foot wide ingress and egress easement as described in volume 6197, page 443 of the Deed Records of Bexar County, Texas, from which the northwest corner of the 10.00 acre tract bears, as a reference, North 16°17’00” East, 30.00 feet;

THENCE leaving the west line of the hereinabove 10.00 acre tract of land and with the south line of the thirty (30) foot wide ingress and egress easement, South 73°59’58” East, 389.40 feet;

THENCE continuing across the 10.00 acre tract of land and crossing the 15.00 acre tract of land, South 74°43’00” East, 580.82 feet to a point of curvature;

THENCE continuing with the south and west line of the thirty (30) foot wide ingress and egress easement, along the arc of a curve to the right having a central angle of 49°40’47”, a radius of 85.00 feet, an arc length of 73.70 feet, a chord bearing of South 49°52’36” East, a chord distance of 71.41 feet to the Place of Beginning and containing 0.699 acres of land in Bexar County, Texas according to a survey made on the ground under my supervision.

Bill W. Callender, R.P.L.S. * Land Surveying * 1017 Harriet * Canyon Lake, TX 78133 * (830) 899-3260

Bill Callender
Registered Professional Land Surveyor
No. 4777
REFERENCE:
VOL. 7837, PG. 411 WARRANTY DEED
VOL. 6197, PG. 443 ADEQUATE EASEMENT

THE BEARINGS SHOWN HEREON ARE BASED ON THAT CERTAIN 500 ACRES TRACT OF LAND, CALLED FIRST TRACT,
AS DESCRIBED IN VOL. 7837, PG. 411 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS.

PLAT SHOWING A 30' WIDE EASEMENT
SITUATED WITHIN THE C. ARRILLANO SURVEY NO. 313,
ABSTRACT 30, COUNTY BLOCK 5081
BEXAR COUNTY, TEXAS.

REVISED: JANUARY 5, 2003

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1017 HARRIET
CANYON LAKE, TEXAS 78133
(512) 898-3280

THIS 27TH DAY OF DECEMBER, 2003 A.D.
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL NO.: B-53B
GRANTOR: ROY LEE PATTON, MARY D. PATTON AND MARY FRANCES GOERKE
ADDRESS: 811 David Street, New Albany, Mississippi 38652
           County of Union
GRANTEE: CANYON REGIONAL WATER AUTHORITY
ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
           County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, a thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the "Easement"), over, upon and across the Grantor's land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one or more transmission lines (the "Line") for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain valve assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the right of ingress and egress over Grantor's adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor's heirs, legal
representatives, successors, or assigns, on said Easement herein granted, so long as this Easement remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor’s property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantor shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor’s property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee’s obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.

EXECUTED this 13th day of March, 2003.

Roy Lee Patton

Mary D. Patton

Mary Frances Goerke

STATE OF Oklahoma

COUNTY OF Blaine

Before me, the undersigned authority, on this day personally appeared Roy Lee Patton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of March, 2003.

My Comm. Expires: 8-3-03
Comm. # 99010389

Notary Public, State of OK
STATE OF Oklahoma §
COUNTY OF Blaine §

Before me, the undersigned authority, on this day personally appeared Mary D. Patton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of March, 2003.

My Comm. Expires:
8-3-03
Comm. # 99010389

Mary D. Patton
Notary Public, State of Oklahoma

STATE OF Oklahoma §
COUNTY OF Blaine §

Before me, the undersigned authority, on this day personally appeared Mary Frances Goerke, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of March, 2003.

My Comm. Expires:
8-3-03
Comm. # 99010389

Mary Frances Goerke
Notary Public, State of Oklahoma

After Recording Return To:
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
FIELD NOTES DESCRIBING
A THIRTY (30) FOOT WIDE EASEMENT
IN BEXAR COUNTY, TEXAS

Being a strip of land thirty (30) feet in width situated within the C. Arrillano Survey Number 313, Abstract 30, County Block 5081, Bexar County, Texas. Said strip of land being located within a 20.00 acre tract of land as described in Warranty Deed, dated December 9, 1980, Grantor: Veterans’ Land Board of the State of Texas, Grantee: Roy Lee Patton and recorded in volume 2210, page 136 of the Real Property Records of Bexar County, Texas. A plat of survey has been prepared to accompany these field notes. The bearings recited herein are based on that certain 15.00 acre tract of land, called First Tract, as recorded in volume 7837, page 411 of the Deed Records of Bexar County, Texas. Said thirty (30) foot wide strip of land being more particularly described as follows:

BEGINNING on the east line of the hereinabove 20.00 acre tract of land, and being on the south line of a thirty (30) foot wide ingress and egress easement as described in volume 6197, page 443 of the Deed Records of Bexar County, Texas, from which the northeast corner of the 20.00 acre tract of land bears, North 16°17'00" East, 30.00 feet. Said Beginning Point being the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the south line of the thirty (30) foot wide ingress and egress easement, and with the east line of the 20.00 acre tract of land, South 16°17'00" West, 30.00 feet to the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the east line of the 20.00 acre tract of land and crossing the 20.00 acre tract of land, North 73°59'58" West, 840.00 feet to the west line of the 20.00 acre tract of land and being the southwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the west line of the 20.00 acre tract of land, North 16°17'00" East, 30.00 feet to the south line of the hereinabove thirty (30) foot wide ingress and egress easement as described in volume 6197, page 443 of the Deed Records of Bexar County, Texas, from which a found iron pin being the northwest corner of the 20.00 acre tract bears, as a reference, North 16°17'00" East, 30.00 feet;

THENCE leaving the west line of the hereinabove 20.00 acre tract of land and with the south line of the thirty (30) foot wide ingress and egress easement, crossing the 20.00 acre tract of land, South 73°59'58" East, 840.00 feet to the Place of Beginning and containing 0.578 acres of land in Bexar County, Texas according to a survey made on the ground under my supervision.

Bill Callender, R.P.L.S. * Land Surveying * 1017 Harriet * Canyon Lake, TX 78133 * (830) 899-3260
REFERENCE:
VOL. 2210, PG. 156 WARRANTY DEED
VOL. 8187, PG. 443 INGRESS /EGRESS EASEMENT

THE BEARINGS SHOWN HEREON ARE BASED ON THAT CERTAIN 25.00 ACRE TRACT OF LAND, CALLED FIRST TRACT, AS DESCRIBED IN VOL. 7837, PG. 418 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS.

PLAT SHOWING A 30' WIDE EASEMENT
SITUATED WITHIN THE C. ARIELIANU SURVEY NO. 313, ABSTRACT 30, COUNTY BLOCK 50B1, BEXAR COUNTY, TEXAS.

REVISED: JANUARY 5, 2003

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

This 27th DAY OF DECEMBER, 2003 A.D.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1017 HARRETT
CANYON LAKE, TEXAS 78133
(830) 896-3261
EXHIBIT D
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS

COUNTY OF BEXAR

PARCEL NO.: B-54

GRANTOR: J. E. RYAN FAMILY TRUST

ADDRESS: 200 Tamworth, San Antonio, Texas 78213
County of Bexar

GRANTEE: CANYON REGIONAL WATER AUTHORITY

ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, a thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the "Easement"), over, upon and across the Grantor's land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one or more transmission lines (the "Line") for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain valve assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the right of ingress and egress over Grantor's adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor's heirs, legal representatives, successors, or assigns, on said Easement herein granted, so long as this Easement

1
remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor’s property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor’s property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee’s obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.

EXECUTED this 12th day of May, 2003.

J. E. Ryan Family Trust

[Signature]
By: Barbara Ryan, Trustee

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Barbara Ryan, Trustee of the J. E. Ryan Family Trust and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed by and on behalf of said Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of May, 2003.

[Signature]
Notary Public, State of Texas

After Recording Return To:
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
FIELD NOTES DESCRIBING
A THIRTY (30) FOOT WIDE EASEMENT
IN BEAR COUNTY, TEXAS

Being a strip of land thirty (30) feet in width situated within the C. Arrillano Survey Number 313, Abstract 30, County Block 5081, Bexar County, Texas. Said strip of land being located within a 17.00 acre tract of land as described in Contract of Sale and Purchase dated October 9, 1969, Seller: Veterans’ Land Board of the State of Texas, Buyer: James Emmett Ryan, and recorded in volume 6249, page 533 of the Deed Records of Bexar County, Texas. The bearings recited herein are based on that certain 15.00 acre tract of land, called First Tract, as recorded in volume 7837, page 411 of the Deed Records of Bexar County, Texas. Said thirty (30) foot wide strip of land being more particularly described as follows:

BEGINNING on the east line of the hereinabove 17.00 acre tract of land from which a found iron pin being the northeast corner of the 17.00 acre tract of land bears, as a reference, North 16°17'00" East, 30.00 feet. Said Beginning Point being the northeast corner of this herein described thirty (30) foot wide strip of land and being on the south line of a thirty (30) foot wide ingress and egress easement as described in volume 6197, page 443 of the Deed Records of Bexar County, Texas;

THENCE with the east line of the 17.00 acre tract of land, South 16°17'00" West, 30.00 feet to the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the east line of the 17.00 acre tract of land and crossing the 17.00 acre tract of land, North 74°00'00" West, 625.76 feet;

THENCE North 83°29'49" West, 78.80 feet to the west line of the 17.00 acre tract of land and being the southwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the west line of the 17.00 acre tract of land, North 16°11'10" East, 30.00 feet to the northwest corner of this herein described thirty (30) foot wide strip of land from which the northwest corner of the 17.00 acre tract of land bears, as a reference, North 16°11'10" East, 43.00 feet;

THENCE leaving the west line of the hereinabove 17.00 acre tract of land, South 83°49'40" East, 76.16 feet to the south line of a thirty (30) foot wide ingress and egress easement as described in volume 6197, page 443 of the Deed Records of Bexar County, Texas;

THENCE with the south line of the thirty (30) foot wide ingress and egress easement, South 74°00'00" East, 628.49 feet to the to the Place of Beginning and containing 0.485 acres of land in Bexar County, Texas according to a survey made on the ground under my supervision.

Bill Callender, Registered Professional Land Surveyor
No. 4777

Bill W. Callender, R.P.L.S. * Land Surveying * 1017 Harriet * Canyon Lake, TX 78133 * (830) 899-3260
CANON R.E., JNAL WATER AUTHORITY
PARCEL NO. B-54
30' WIDE EASEMENT
RYAN, JAMES EMMETT

PARCEL B-54
RYAN, JAMES EMMETT
PARCEL P-1B
17 AC.
VOL. 6249, PG. 533

SCALE: 1" = 200'

REFERENCE:
VOL. 6249, PG. 533 CONTRACT OF SALE AND PURCHASE
VOL. 6197, PG. 443 INGRESS/EGRESS EASEMENT

THE Bearings SHOWN HEREO ARE BASED ON THAT
CERTAIN 15.00 ACRE TRACT OF LAND, CALLED FIRST TRACT,
AS DESCRIBED IN VOL. 2837, PG. 411 OF THE
DEED RECORDS OF BEAR COUNTRY, TEXAS.

PLAT SHOWING A 30' WIDE EASEMENT
SITUATED WITHIN THE C. ARRILLANO SURVEY NO. 313,
ABSTRACT 30, COUNTY BLOCK 5081
BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND
CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION.

THE 27TH DAY OF DECEMBER, 2002 A.D.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1017 HARRETT
CANON LAKE, TEXAS 78133
(512) 892-3362
EXHIBIT E
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS

COUNTY OF BEXAR

PARCEL NO.: B-55

GRANTOR: LUCILE C. HIGGINBOTHAM

ADDRESS: 6153 Glennox Lane, Dallas, Texas 75214
County of Dallas

GRANTEE: CANYON REGIONAL WATER AUTHORITY

ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, a thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the “Easement”), over, upon and across the Grantor’s land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one or more transmission lines (the “Line”) for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain valve assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with the right of ingress and egress over Grantor’s adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor’s heirs, legal representatives, successors, or assigns, on said Easement herein granted, so long as this Easement
remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor’s property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor’s property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee’s obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.
EXECUTED this 12th day of June, 2003.

[Signature]

Lucile C. Higginbotham

STATE OF TEXAS

COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Lucile C. Higginbotham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of June, 2003.

[Seal]

SHELLY WILKINSON
Notary Public, State of Texas

After Recording Return To:

Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
FIELD NOTES DESCRIBING
A THIRTY (30) FOOT WIDE EASEMENT
IN BEXAR COUNTY, TEXAS

Being a strip of land thirty (30) feet in width situated within the Julius Lieck Survey Number 2, Abstract 971, County Block 5065, Bexar County, Texas. Said strip of land being located within a 10.60 acre tract of land as described in Gift Deed dated December 23, 1987, Grantor: James S. Calvert and Anita D. Calvert, Grantee: Lucile R. Calvert, and recorded in volume 4204, page 1216 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on that certain 5.00 acre tract of land, as recorded in volume 6068, page 151 of the Real Property Records of Bexar County, Texas. Said thirty (30) foot wide strip of land being more particularly described as follows:

BEGINNING on the south right-of-way of Binz-Engleman Road and being the upper northwest corner of the hereinabove 10.60 acre tract of land from which a found iron pin being a cut back corner at the southeast corner of Binz-Engleman Road and Farm to Market Highway Number 1516 bears, North 73°13'52" West, 501.12 feet;

THENCE with the south right-of-way of Binz-Engleman Road and with the upper north line of the 10.60 acre tract of land, South 73°13'52" East, 296.14 feet to the northeast corner of the 10.60 acre tract of land and being the northeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the upper north line of the 10.60 acre tract of land, leaving the south right-of-way of Binz-Engleman Road, and with the east line of the 10.60 acre tract of land, South 16°05'40" West, 30.00 feet to the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the east line of the 10.60 acre tract of land and crossing the upper north part of the 10.60 acre tract of land, North 73°13'52" West, 296.49 feet to the upper west line of the 10.60 acre tract of land and being the southwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the upper west line of the 10.60 acre tract of land, North 16°46'08" East, 30.00 feet to the Place of Beginning and containing 0.204 acres of land in Bexar County, Texas according to a survey made on the ground under my supervision.

Bill Callender
Registered Professional Land Surveyor
No. 4777
EXHIBIT A

CANYON REGIONAL WATER AUTHORITY
PARCEL NO. B-55
30' WIDE EASEMENT
CALVERT, LUCILE, ET AL.

PARCEL P-1A
PARCEL P-1D
10.60 AC.
VOL. 4204, PG. 1216

PARCEL B-56
50.06 ft.
N 31° 31’ 39” E
286.147

PARCEL B-55
CALVERT, LUCILE, ET AL.
PARCEL P-1D
10.60 AC.
VOL. 4204, PG. 1216

JULIUS LIECK SURVEY NO. 2
ABSTRACT 971, COUNTY BLOCK 5065
PARCEL B-54

LEGEND:
P.O.B. = POINT OF BEGINNING
ON FIELD NOTES
F.I.P. = FOUND IRON PIN

REFERENCE:
VOL. 4204, PG. 1216 GIFT DEED

THE BEARINGS SHOWN HEREIN ARE BASED ON
THAT CERTAIN 3.00 ACRE TRACT OF LAND
AS DESCRIBED IN VOL. 8065, PG. 151 OF THE
REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS.

PLAT SHOWING A 30' WIDE EASEMENT
SITUATED WITHIN THE JULIUS LIECK SURVEY NO. 2,
ABSTRACT 971, COUNTY BLOCK 5065
BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND
CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION.

This 27th DAY OF DECEMBER, 2002 A.D.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1013 HARREY
CANYON LAKE, TEXAS 78133
(830) 896-3280
EXHIBIT F
WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT
CANYON REGIONAL WATER AUTHORITY

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL NO.: B-56
GRANTOR: MARY DITTMAR CALVERT AND JAMES S. CALVERT
ADDRESS: 7709 Broadway St., #202, San Antonio, Texas 78209
          County of Bexar
GRANTEE: CANYON REGIONAL WATER AUTHORITY
ADDRESS: 850 Lakeside Pass, New Braunfels, Texas 78130-8233
          County of Guadalupe

GRANT OF EASEMENT RIGHTS:

The Grantor, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid by the Canyon Regional Water Authority, a regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee, a thirty-foot (30') wide exclusive and permanent water transmission line easement and right-of-way (the "Easement"), over, upon and across the Grantor’s land, for the exclusive purpose of the construction, operation, maintenance, replacement, and removal of one or more transmission lines (the "Line") for the transportation of water together with service connections, a cathodic protection system, communication system, pipeline drain value assemblies, air releases, vacuum valve assemblies, cut off valves, and all other necessary or desirable below-ground appurtenances and only the following above-ground appurtenances; valves, meter boxes, signs, fire plugs, and air release valves on, under, over, and across the following described lands located in Bexar County, Texas, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with the right of ingress and egress over Grantor’s adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, relocating, and removing said Line and appurtenances; the right to relocate and replace along the same general direction of said Line and within the Easement herein granted; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said Line or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or replaced by Grantor or Grantor’s heirs, legal representatives, successors, or assigns, on said Easement herein
granted, so long as this Easement remains in effect.

Grantee shall bury the Line to a minimum depth of thirty inches (30") below the surface of the ground, except where subsurface rock is encountered, in which case, Grantee shall bury the Line a minimum of twenty-four inches (24") below the surface of the ground.

Upon completion of the Line construction, Grantee agrees to restore the surface of the land to as near its condition as existed immediately prior to any such construction, as is reasonably practicable. Grantee shall have the right to place Line markers along the route of the Line, as required by any governmental authority.

The consideration paid by Grantee to Grantor includes full and final payment for any and all damages to growing crops, pasturage, timber (trees or brush), fences, buildings, or to any other improvements to or of Grantor's property which result from the exercise of the rights herein granted during initial construction, and no other damages, rights, or remedies shall be enforceable, collectible, or available to Grantor, his, her, or their heirs, legal representatives, successors, or assigns, or parties with whom Grantor is in privity of contract. Further, Grantor hereby accepts said consideration as full payment for any and all such damages incurred during initial construction and hereby releases Grantee from any and all liability for such damages, and waives the right to collect any further or additional damages. Notwithstanding the above, Grantee does agree to pay for actual damages to growing crops, pasturage, timber, or fences of Grantor resulting from the reconstruction, replacement, or repair of such Line after its initial construction, except that Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, brush, or any other vegetation, to the extent Grantee deems necessary in the exercise of the rights herein granted.

In the event that Grantee finds it necessary to cut or disturb any fence or fences, Grantee agrees that prior to cutting any such fence or fences, and in order to prevent sagging of the existing fence or fences, the fence shall be properly braced. Temporary gaps required for construction shall be installed and kept closed in order to prevent the passing of livestock through the same. Upon completion of construction, all such gaps shall be restored as part of the permanent fence, except, where necessary, Grantee may install permanent metal Gates at road crossings and where necessary along said right-of-way.

It is agreed and understood that additional temporary work space on Grantor's property, adjacent to the Easement as described herein, may be necessary and used to fulfill Grantee's obligations set out herein including final clean-up, fence restoration, and at critical locations such as, but not limited to, washes, rivers, creeks, ponds, lakes, steep slopes, and roads, where reasonable adjacent space is available and deemed necessary by Grantee. Upon completion of work or construction, Grantee shall restore the surface affected by such activities as nearly as reasonably practicable to the condition existing prior to said work or construction.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors and assigns, until the use of said Easement by Grantee, its successors and assigns shall be permanently abandoned.
And Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Because CRWA has received Federal financial assistance, and has agreed to abide by certain nondiscriminatory provisions of law in connection with such Federal assistance, this Easement is subject to and controlled by the provisions of Title VI of the Civil Rights Act of 1964, as amended, and the regulations issued pursuant thereto, for so long as this Easement shall continue to be used for the above-stated purposes and until it is abandoned or otherwise terminated.

EXECUTED this 9th day of MAY, 2003.

Mary Dittmar Calvert
James S. Calvert

STATE OF TEXAS

COUNTY OF BEVAR

Before me, the undersigned authority, on this day personally appeared Mary Dittmar Calvert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of MAY, 2003.

Marcelino Garcia
Notary Public, State of Texas
STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared James S. Calvert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of

MAY 2003.

Notary Public, State of Texas

After Recording Return To:

Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233
FIELD NOTES DESCRIBING
A THIRTY (30) FOOT WIDE EASEMENT
IN BEXAR COUNTY, TEXAS

Being a strip of land thirty (30) feet in width situated within the Julius Lieck Survey Number 2, Abstract 971, County Block 5065, Bexar County, Texas. Said strip of land being located within a 5.00 acre tract of land as described in Warranty Deed dated May 4, 1994, Grantor: Joseph S. Calvert, Grantee: Mary Dittmar Calvert, and recorded in volume 6068, page 151 of the Real Property Records of Bexar County, Texas. The bearings recited herein are based on that certain 5.00 acre tract of land, as recorded in volume 6068, page 151 of the Real Property Records of Bexar County, Texas. Said thirty (30) foot wide strip of land being more particularly described as follows:

BEGINNING at a found iron pin being the northwest corner of the hereinabove 5.00 acre tract of land, being a cut back corner at the southeast corner of Binz-Engleman Road and Farm to Market Highway Number 1516, and being the northwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the south right-of-way of Binz-Engleman Road and with the north line of the 5.00 acre tract of land, South 73°13'52" East, 501.12 feet to the northeast corner of the 5.00 acre tract of land and being the northeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the north line of the 5.00 acre tract of land, leaving the south right-of-way of Binz-Engleman Road, and with the east line of the 5.00 acre tract of land, South 16°46'08" West, 30.00 feet to the southeast corner of this herein described thirty (30) foot wide strip of land;

THENCE leaving the east line of the 5.00 acre tract of land and crossing the 5.00 acre tract of land, North 73°13'52" West, 530.92 feet to a cut back right-of-way line at the southeast corner of Binz-Engleman Road and Farm to Market Highway Number 1516, being the west line of the 5.00 acre tract of land, and being the southwest corner of this herein described thirty (30) foot wide strip of land;

THENCE with the west line of the 5.00 acre tract of land, and with the cut back right-of-way line, North 61°34'55" East, 42.29 feet to the Place of Beginning and containing 0.355 acres of land in Bexar County, Texas according to a survey made on the ground under my supervision.

Bill Callender
Registered Professional Land Surveyor
No. 4777
EXHIBIT A

CANYON REGIONAL WATER AUTHORITY
PARCEL NO. B-56
30' WIDE EASEMENT
CALVERT, MARY DITTMAR

SCALE: 1" = 100'

P.O.B.

F.M. 1516

BINZ-ENGLEMAN ROAD

PARCEL P-1A

PARCEL B-56
CALVERT, MARY DITTMAR
PARCEL P-1
5.00 AC.
VOL. 6068, PG. 151

JULIUS LIECK SURVEY NO. 2
ABSTRACT 971, COUNTY BLOCK 5065

REFERENCE:
VOL. 6068, PG. 151 WARRANTY DEED

THE BEARINGS SHOWN HEREON ARE BASED ON
THAT CERTAIN 5.00 ACRE TRACT OF LAND
AS DESCRIBED IN VOL. 6068, PG. 151 OF THE
REAL PROPERTY RECORDS OF BEVAR COUNTY, TEXAS.

LEGEND:
P.O.B. = POINT OF BEGINNING
F.I.P. = FOUND IRON PIN

PLAT SHOWING A 30' WIDE EASEMENT
SITUATED WITHIN THE JULIUS LIECK SURVEY NO. 2,
ABSTRACT 971, COUNTY BLOCK 5065
BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND
CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION.

THIS 27th DAY OF DECEMBER, 2002 A.D.

BILL W. CALLENDER, R.P.L.S.
LAND SURVEYING
1017 HARRIS
CANYON LAKE, TEXAS 78133
(830) 899-3282
EXHIBIT G
ATTACHMENT II
RESOLUTION NO. 03-18

CONFIRMING THE NOVEMBER 15, 2017 ASSIGNMENT AND TRANSFER OF EASEMENTS AND BILL OF SALE FOR REAL AND PERSONAL PROPERTY INTERESTS PREVIOUSLY APPROVED BY THE BOARD OF TRUSTEES OF THE CANYON REGIONAL WATER AUTHORITY; AUTHORIZING CRWA’s GENERAL MANAGER TO EXECUTE ANY DOCUMENTS RELATED TO THIS TRANSFER; FINDING AND DECLARING ITS CONFORMITY WITH APPLICABLE LAW; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees of the Canyon Regional Water Authority ("CRWA") has authorized the issuance of various series of tax-exempt new money bonds and tax-exempt refunding bonds; and

WHEREAS, these obligations were issued pursuant to bond resolutions that contain contractual covenants, obligations, and responsibilities concerning the CRWA System;

WHEREAS, defined terms utilized herein and not defined shall have the meanings ascribed in the bond resolution adopted on June 13, 2016 (the "2016 Bond Resolution") which authorized the issuance of obligations designated as “Canyon Regional Water Authority Tax-Exempt Contract Revenue Refunding Bonds (Wells Ranch I Project), Series 2016”, dated August 1, 2016, in the principal amount of $31,550,000; and

WHEREAS, CRWA has been requested by the City of San Antonio, Texas, acting by and through the San Antonio Water System ("SAWS"), to transfer certain real and personal property currently owned by CRWA to SAWS based upon the business terms agreed to by CRWA and SAWS; and

WHEREAS, the City of San Antonio, Texas, acting by and through SAWS, is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, the City of San Antonio, Texas, acting by and through SAWS, will own, maintain, and operate the real and personal property transferred by CRWA for the benefit of SAWS pursuant to this resolution; and

WHEREAS, Section 23 of the 2016 Bond Resolution prescribes provisions for disposition of a portion(s) of the System deemed by CRWA “to be obsolete, worn out, surplus or no longer needed for proper operation of the System” and the CRWA General Manager has approved such assignment pursuant to the terms of the bond covenants.
contained in Section 23 of the 2016 Bond Resolution in the interest of reduced operational costs to the CRWA System and to enable the transferee political subdivision, the City of San Antonio, acting by and through SAWS, to improve control of distribution for the benefit of its utility system operations by this conveyance; and

WHEREAS, this resolution documents compliance with Section 23 of the 2016 Bond Resolution and other applicable law; and

WHEREAS, the obligation of each party-signatory to the 2016 Bond Resolution and related take-or-pay contracts remains as previously approved;

NOW THEREFORE BE IT CONFIRMED, RATIFIED AND DECLARED IN COMPLIANCE WITH SECTION 23 OF THE 2016 BOND RESOLUTION AND IN THE INTEREST OF ALL BOND SIGNATORIES THAT:

1. The instrument executed November 15, 2017, by CRWA’s General Manager is approved, ratified and confirmed; and

2. As provided in the attached Assignment and Transfer of Easements and Bill of Sale for Real and Personal Property Interests that the transaction benefits the parties to the transaction and inures to the benefit of the bondholders through improved control and management of the CRWA System and its member entities.

[The remainder of this page intentionally left blank.]
APPROVED this 13th day of February, 2018.

Upon motion of Trustee [Name], seconded by Trustee [Name], passed and approved this 13th day of February, 2018, by a vote of 13 in favor, 0 opposed, 0 abstaining, and 8 absent.

STEVE LIPAROTO, PRESIDENT
CANYON REGIONAL WATER AUTHORITY

ATTEST:

MIKE TAYLOR, SECRETARY
CANYON REGIONAL WATER AUTHORITY

ASSIGNMENT AND TRANSFER OF EASEMENTS AND BILL OF SALE FOR REAL
AND PERSONAL PROPERTY INTERESTS

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS

THAT THE UNDERSIGNED, CANYON REGIONAL WATER AUTHORITY, a
regional water authority created pursuant to Article XVI, Section 59, of the Texas Constitution
(referred to herein as “Grantor”), for and in consideration of the sum of Ten Dollars ($10.00) cash,
and other good and valuable consideration to Grantor in hand paid by the CITY OF SAN
ANTONIO, TEXAS, acting by and through its SAN ANTONIO WATER SYSTEM Board of
Trustees, has GRANTED, ASSIGNED, TRANSFERRED, SOLD, and CONVEYED, and by these
presents, does GRANT, ASSIGN, TRANSFER, SELL AND CONVEY unto the CITY OF SAN
ANTONIO, a Texas Municipal Corporation, for the use, benefit and control of the said SAN
ANTONIO WATER SYSTEM Board of Trustees (hereinafter referred to as “Grantee”) as such
and their successors in office appointed by the City Council of the said City of San Antonio as
provided in Ordinance No. 75686, adopted at a regular meeting of said council on April 30, 1992,
all of Grantor’s right, title and interest in and to the following real and personal property located
in Bexar County, Texas (being collectively, the “Property”), free and clear of any and all liens,
claims and encumbrances:

A. Easements:

1. That one certain water transmission line and right-of-way easement, and all rights
appurtenant thereto, previously conveyed by the San Antonio River Authority to Canyon
Regional Water Authority known as Parcel No. B-52 and more fully described in the Water
Transmission Line and Right-of-Way Easement dated July 29, 2003, and filed of record as
Document # 20030211046 in Volume 10234, Pages 1873-1877, Real Property Records of
Bexar County, Texas, and attached hereto as Exhibit A;

2. That one certain water transmission line and right-of-way easement, and all rights
appurtenant thereto, previously conveyed by Roy Lee Patton, Mary D. Patton and Mary
Frances Goerke to Canyon Regional Water Authority known as Parcel No. B-53A and
more fully described in the Water Transmission Line and Right-of-Way Easement dated
March 13, 2003, and filed of record as Document # 20030068593 in Book 9899, Pages
468-473, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit B;

3. That one certain water transmission line and right-of-way easement, and all rights
appurtenant thereto, previously conveyed by Roy Lee Patton, Mary D. Patton and Mary
Frances Goerke to Canyon Regional Water Authority known as Parcel No. B-53B and
more fully described in the Water Transmission Line and Right-of-Way Easement dated
March 13, 2003, and filed of record as Document # 20030068592 in Book 9899, Pages
461-466, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit
C.

EXHIBIT A
4. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by J. E. Ryan Family Trust to Canyon Regional Water Authority known as Parcel No. B-54 and more fully described in the Water Transmission Line and Right-of-Way Easement dated May 12, 2003, and filed of record as Document # 20030132302 in Book 10045, Pages 714-718, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit D;

5. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Lucile C. Higginbotham to Canyon Regional Water Authority known as Parcel No. B-55 and more fully described in the Water Transmission Line and Right-of-Way Easement dated June 12, 2003, and filed of record as Document # 20030164992 in Book 10119, Pages 2173-2178, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit E; and

6. That one certain water transmission line and right-of-way easement, and all rights appurtenant thereto, previously conveyed by Mary Dittmar Calvert and James S. Calvert to Canyon Regional Water Authority known as Parcel No. B-56 and more fully described in the Water Transmission Line and Right-of-Way Easement dated May 9, 2003, and filed of record as Document # 20030132301 in Book 10045, Pages 707-712, Real Property Records of Bexar County, Texas, and attached hereto as Exhibit F.

B. Improvements, Facilities, Pipelines and Other Infrastructure:

All improvements, facilities, pipelines and other infrastructure owned by Grantor and located on, across or under any of the foregoing easements, together with all rights and appurtenances thereto, including without limitation that one certain water transmission pipeline depicted as “CRWA Water Main” on Exhibit G attached hereto and more fully described as approximately 6,230 linear feet of 24” capacity ductile iron pipe between the fence of Grantor’s Loop 1604 Booster Station and state highway FM 1516 N.

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

This instrument shall be effective on January 1, 2018.

Signature and acknowledgement on following page
GRANTOR:
Canyon Regional Water Authority

By:
Name: David Davenport
Title: General Manager

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this 15th day of November, 2017, by David Davenport, General Manager of Canyon Regional Water Authority, a regional water authority, on behalf of said Authority.

Notary Public, State of Texas

After recording, please return to:
San Antonio Water System
Attn: Mark E. Brewton
P. O. Box 2449
San Antonio, Texas 78298-2449
TO: San Antonio Water System Board of Trustees

FROM: Carlos R. Mendoza, Director, Fleet and Facilities Management, and Jeffrey J. Haby, P.E., Vice President, Production and Treatment

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE DOS RIOS ADMINISTRATIVE BUILDING #16 ROOF REPLACEMENT PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to American Roofing & Metal Company, Inc., a local, non-SMWVB firm, in the amount of $324,227.44 in connection with the Dos Rios Administrative Building #16 Roof Replacement Project.

- The Dos Rios Administrative Building #16 roof system was installed in 1987. The existing roof is a coal tar pitch roof system. The average life for a coal tar pitch roof system is 22.5 years. The roof system on the building is still the original, with 31 years of service. The replacement will resolve recurrent leak issues and avoid structural damage, along with extending use of the building.
- The tilt wall construction of the building did not include a cap system over the top of the wall panels. This is allowing water to infiltrate into the wall panels. As part of new roof system, installation of wall cap will address the water infiltration.
- The standard construction bidding process was used for this contract.
- American Roofing & Metal Company, Inc. submitted the low bid of $324,227.44.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The System Fund will finance this expenditure included in the 2018 budget (Company: 1000, Account: 511220, Accounting Unit: 5020200, 2018, Total Amount: $324,227.44).
SUPPLEMENTARY COMMENTS:

Facility Maintenance Department staff prepared the plan and specifications for this project.

The bid opening was held on January 31, 2018 at 2:00 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Roofing &amp; Metal Co., Inc.*</td>
<td>$324,227.44</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Cram Roofing Company, Inc.</td>
<td>$471,240.00</td>
<td>Local/SBE</td>
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<tr>
<td>Project Estimate</td>
<td>$500,000.00</td>
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<tr>
<td>CS Advantage USAA Inc.</td>
<td>$557,000.00</td>
<td>Non-Local/MBE-Hispanic</td>
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<tr>
<td>QA Construction Services Inc dba QA Roofing, Inc. (Bid Withdrawn)</td>
<td>$4,959,108.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 35.1 percent decrease from the estimated construction cost.

Carlos R. Mendoza  
Director  
Fleet and Facilities Management

Jeffrey J. Haby, P.E.  
Vice President  
Production and Treatment

Robert R. Puente  
President/Chief Executive Officer

APPROVED:
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO AMERICAN ROOFING & METAL COMPANY INC. IN THE AMOUNT OF $324,227.44 IN CONNECTION WITH THE DOS RIOS ADMINISTRATIVE BUILDING #16 ROOF REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKE AVAILABLE AN AMOUNT NOT TO EXCEED $324,227.44 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH AMERICAN ROOFING & METAL COMPANY, INC., AND TO PAY AMERICAN ROOFING & METAL COMPANY, INC. AN AMOUNT NOT TO EXCEED $324,227.44 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Dos Rios Administrative Building #16 was originally constructed in 1987; and

WHEREAS, the original roof is beyond repair and requires a full replacement in order to avoid further damage to the structural integrity of the building and to secure the health and safety of the employees working at Dos Rios Administrative Building #16; and

WHEREAS, the System has solicited bids for the project work at Dos Rios Administrative Building #16; and

WHEREAS, American Roofing & Metal Company, Inc., a local, non-SMWVB firm, submitted a bid in the amount of $324,227.44 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) award a construction contract to American Roofing & Metal Company, Inc. in the amount of $324,227.44 in connection with the Dos Rios Administrative Building #16 Roof Replacement Project, (ii) approve the expenditure of funds and make available an amount not to exceed $324,227.44 for the project work, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with American Roofing & Metal Company, Inc., and to pay American Roofing & Metal Company, Inc. an amount not to exceed $324,227.44 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in the amount of $324,227.44 is hereby awarded to American Roofing and Metal Company, Inc., in connection with the Dos Rios Administrative Building #16 Roof Replacement Project.

2. That the expenditure of funds in an amount not to exceed $324,227.44 for project work is hereby approved and made available from the System Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with American Roofing and Metal Company, Inc., and to pay American Roofing and Metal Company, Inc. an amount not to exceed $324,227.44 in connection with the Dos Rios Administrative Building #16 Roof Replacement 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 6th day of March, 2018.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

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

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

SUBJECT: RATIFICATION OF AWARD OF AN EMERGENCY CONTRACT FOR THE CLEANING OF TWO DIGESTERS AT THE DOS RIOS WATER RECYCLING CENTER

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Production and Treatment in approving the award of an emergency contract in the amount of $375,000.00 to Synagro of Texas-CDR, Inc., a non-SMWVB contractor, in connection with the emergency cleaning of two digesters at the Dos Rios Water Recycling Center (WRC).

- Dos Rios WRC, located at 3495 Valley Rd. in south San Antonio, processes more than 700,000 gallons of wastewater sludge daily through the nine sludge digesters. Part of the sludge digestion process requires heating the sludge in the digesters to 95 degrees Fahrenheit and maintaining this temperature throughout the digestion process which requires a minimum of 15 days to meet the regulatory requirements.

- On January 11, 2018, an overflow pipe in the Digester No. 6 at Dos Rios WRC was blinded by inert material/debris which caused the digester dome to float from its base and break the air seal on the dome. In order to reset the dome, reseal the digester, and repair damages, the debris and sludge must be removed and the interior must be assessed by qualified personnel to establish the repair requirements. A scope will then be prepared to obtain bids for the repair.

- Subsequent to the incident with Digester No. 6, Digester No. 4’s mixing system had become clogged with inert materials/debris rendering the digester inoperable. Therefore, this digester also requires cleaning to remove the inert material/debris.

- On January 17, 2018, the San Antonio Water System advertised for the emergency cleaning of Digester No. 6 and Digester No. 4 at the Dos Rios WRC. On February 5, 2018 six bids were received ranging from $375,000.00 to $2,200,000.00.
Ratification of Award

Emergency Cleaning of Digesters at Dos Rios Water Recycling Center

- Synagro of Texas-CDR, Inc. provided the lowest responsible bid.
- On February 13, 2018, Vice President of Production and Treatment awarded an emergency contract to Synagro of Texas–CDR, Inc. in an amount of $375,000.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The System Fund will finance the total amount of $375,000.00 for these services. (Company: 1000; Accounting Units: 5033800; Account: 511220).

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Synagro of Texas-CDR, Inc.*</td>
<td>$375,000.00</td>
<td>Non-SMWVB</td>
</tr>
<tr>
<td>Spectrum Biotechnologies, LLC</td>
<td>$447,104.00</td>
<td>Non-SMWVB</td>
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<tr>
<td>USI Environmental, Inc.</td>
<td>$559,990.00</td>
<td>Non-SMWVB</td>
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<tr>
<td>American Process Group, Inc.</td>
<td>$1,129,410.00</td>
<td>Non-SMWVB</td>
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<tr>
<td>Ace Pipe Cleaning, Inc.</td>
<td>$1,432,540.00</td>
<td>Non-SMWVB</td>
</tr>
<tr>
<td>SEMS, Inc.</td>
<td>$2,200,000.00</td>
<td>Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

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

Jeffrey J. Haby, P.E.
Vice President
Production and Treatment

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF PRODUCTION AND TREATMENT IN APPROVING THE AWARD OF AN EMERGENCY CONTRACT TO SYNAGRO OF TEXAS-CDR, INC. IN THE AMOUNT OF $375,000.00 IN CONNECTION WITH THE EMERGENCY CLEANING OF TWO DIGESTERS AT THE DOS RIOS WATER RECYCLING CENTER (WRC); APPROVING THE EXPENDITURE OF FUNDS AND MAKE AVAILABLE AN AMOUNT NOT TO EXCEED $375,000.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY SYNAGRO OF TEXAS-CDR, INC. AN AMOUNT NOT TO EXCEED $375,000.00 IN CONNECTION WITH THE EMERGENCY CLEANING OF TWO DIGESTERS AT THE DOS RIOS WRC; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Dos Rios WRC, located at 3495 Valley Rd. in south San Antonio, processes more than 700,000 gallons of wastewater sludge daily through nine, 2.2 million gallons sludge digesters; and

WHEREAS, sludge digestion process requires an adequate number of digesters to provide appropriate detention time for total daily sludge flow; and

WHEREAS, excessive inert material/debris in Digester No. 6 resulted in the overflow pipe becoming plugged which lifted the digester dome from the base. Whereas, Digester No. 6 requires cleaning and repair assessment; and

WHEREAS, Digester No. 4’s mixing system has become inoperable due to excessive inert material/debris accumulation requiring cleaning to maintain a proper mixing temperature; and

WHEREAS, on January 17, 2018, San Antonio Water System (the “System”) advertised a bid for the cleaning of two digesters at the Dos Rios WRC; and

WHEREAS, on February 5, 2018, the System received six bids, with apparent low bid of $375,000.00 by Synagro of Texas-CDR, Inc.; and
WHEREAS, on February 13, 2018, the Vice President of Production and Treatment awarded an emergency contract to Synagro of Texas-CDR, Inc. in an amount not to exceed $375,000.00; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to ratify the actions of the Vice President of Production and Treatment in approving the award of an emergency contract to Synagro of Texas-CDR, Inc. in the amount of $375,000.00 in connection with the emergency cleaning of two digesters at the Dos Rios WRC, (ii) to approve the expenditure of funds and make available an amount not to exceed $375,000.00 from the System Fund for project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $375,000.00 to Synagro of Texas-CDR, Inc., for the project work; now, therefore:

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

1. That the actions of the Vice President of Production and Treatment in approving the award of an emergency contract to Synagro of Texas-CDR, Inc. in the amount of $375,000.00 in connection with the emergency cleaning of two digesters at the Dos Rios WRC are hereby ratified.

2. That the expenditure of funds in an amount not to exceed $375,000.00 for the project work is hereby approved and made available from the System Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay to Synagro of Texas-CDR, Inc. an amount not to exceed $375,000.00 for the project work.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and 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 6th day of March 2018.

Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Tracey B. 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 AGREEMENTS FOR WATER AND/OR WASTEWATER SERVICES TO TRACTS REQUIRING THE SAN ANTONIO WATER SYSTEM FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves Utility Service Agreements (USAs) to provide water and/or wastewater services to the specified tracts of land requiring San Antonio Water System’s (the “System”) financial participation in the development of infrastructure through oversizing or impact fee credits, and/or is located outside the System’s water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of three tracts, which total 564.80 acres; 1,243 water Equivalent Dwelling Units (EDUs); and 488 wastewater water EDUs.

- Board approval is required since the tracts require the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or is located outside the System’s water and/or wastewater CCN.

- The Charles Davis Subdivision Tract is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and inside the wastewater CCN. The USA provides 366 EDUs of water and 361 EDUs of wastewater services and consists of oversized infrastructure.

- The Valdez Tract Subdivision 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 129 EDUs of water and 127 EDUs of wastewater services and consists of oversized infrastructure.

- The Blackbuck Ranch Phase II Tract is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and outside the wastewater CCN.
The USA provides 748 EDUs of water and zero EDUs of wastewater services and consists of oversized infrastructure.

- The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.
- The Developer is responsible for the construction and engineering costs associated with all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Charles Davis Subdivision Tract</td>
<td>Mosaic Development, LLC</td>
<td>84.25</td>
<td>366</td>
<td>361</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td>2</td>
<td>Valdez Tract Subdivision</td>
<td>Mosaic Development, LLC</td>
<td>23.55</td>
<td>129</td>
<td>127</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td>3</td>
<td>Blackbuck Ranch Phase II Tract</td>
<td>Southerland Canyons, LLC</td>
<td>457</td>
<td>748</td>
<td>0</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td>564.80</td>
<td>1,243</td>
<td>488</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- CCN = Certificate of Convenience and Necessity
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- IFC = Impact Fee Credits
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- JBSA = Joint Base San Antonio Buffer Zone
EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENT:

Upon approval by the System of this USA, the Developer Customers have 36 months to complete the required utility master plan and to start construction. If a Developer Customer fails to complete these requirements within the 36-month period, the USA will expire and a request for a new agreement must be submitted to the System. During the effective term of this USA, capacity in the System’s water and wastewater systems will be set aside. The Developer Customers are not guaranteed capacity until all required off-site infrastructure is built by the Developer, accepted by the System, and all impact fees are paid.

FINANCIAL IMPACT:

In compliance with the System’s Board of Trustees water extension policy, Developer Customer applicants are responsible for financing all required local benefit facilities and for payment of all applicable impact fees. The Developers will contribute all impact fees in effect at the time of plat recordation or the latest date allowable by law for each subdivision unit. The fees to be collected by the System will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Water Impact Fees</th>
<th>Wastewater Impact Fees</th>
<th>Total Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Charles Davis Subdivision Tract</td>
<td>$1,682,502.00</td>
<td>$848,711.00</td>
<td>$2,531,213.00</td>
</tr>
<tr>
<td>2</td>
<td>Valdez Tract Subdivision</td>
<td>$593,013.00</td>
<td>$298,577.00</td>
<td>$891,590.00</td>
</tr>
<tr>
<td>3</td>
<td>Blackbuck Ranch Phase II Tract</td>
<td>$3,636,028.00</td>
<td>$0.00</td>
<td>$3,636,028.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$5,911,543.00</strong></td>
<td><strong>$1,147,288.00</strong></td>
<td><strong>$7,058,831.00</strong></td>
</tr>
</tbody>
</table>

The System is responsible for providing access to existing general benefit facilities and/or financing the construction of additional general benefit facilities.

OVERSIZING AND/OR IMPACT FEE CREDITS:

The following USAs have recommendations for the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or facilities based on the System’s Master Plan.
Utility Service Agreements to the Specified Tracts Requiring Oversizing And/or Outside the System’s Water and/or Wastewater CCN

<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>Charles Davis Subdivision Tract</td>
<td>$1,243,200</td>
<td>$504,000</td>
<td>$1,747,200</td>
<td>28.85%</td>
<td>71.15%</td>
</tr>
<tr>
<td>2</td>
<td>Valdez Tract Subdivision</td>
<td>$868,020</td>
<td>$351,900</td>
<td>$1,219,920</td>
<td>28.85%</td>
<td>71.15%</td>
</tr>
<tr>
<td>3</td>
<td>Blackbuck Ranch Phase II Tract 5.5 MGD PS</td>
<td>$740,845</td>
<td>$990,155</td>
<td>$1,731,000</td>
<td>57.20%</td>
<td>42.80%</td>
</tr>
</tbody>
</table>

| Total | $2,852,065 | $1,846,055 | $4,698,120 |

The Developer is required to install all other necessary on-site facilities in accordance with the Board’s regulations at the Developer’s total cost.

Tracey B. 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

Attachments:
1. Table 1, Tract Information
<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Principal</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</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>Charles Davis Subdivision Tract</td>
<td>Mosaic Development, LLC</td>
<td>Blake Yantis</td>
<td>COSA ETJ OUTSIDE</td>
<td>Y</td>
<td>4C</td>
<td></td>
<td>84.25</td>
<td>366</td>
<td>361</td>
<td>Polecat Creek-Medina River Watershed</td>
<td>OVR</td>
</tr>
<tr>
<td>2</td>
<td>Valdez Tract Subdivision</td>
<td>Mosaic Development, LLC</td>
<td>Blake Yantis</td>
<td>COSA ETJ OUTSIDE</td>
<td>Y</td>
<td>4C</td>
<td></td>
<td>23.55</td>
<td>129</td>
<td>127</td>
<td>Polecat Creek-Medina River Watershed</td>
<td>OVR</td>
</tr>
<tr>
<td>3</td>
<td>Blackbuck Ranch Phase II Tract</td>
<td>Southerland Canyons, LLC</td>
<td>Dan Mullins</td>
<td>COSA ETJ INSIDE</td>
<td>Y</td>
<td>12/14</td>
<td></td>
<td>457</td>
<td>748</td>
<td>0</td>
<td>Headwaters Leon Creek and Lower Culebra Creek</td>
<td>OVR</td>
</tr>
</tbody>
</table>

**Total**: 107.80 495 488

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- IFC = Impact Fee Credits
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- PZ = Pressure Zone
- CoSA = City of San Antonio limits
- ETJ – Extraterritorial Jurisdiction
- JBSA = Joint Base San Antonio Buffer Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING UTILITY SERVICE AGREEMENTS TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM’S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENTS IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
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<td></td>
</tr>
<tr>
<td>3</td>
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<td>Southerland Canyons, LLC</td>
<td>457</td>
<td>748</td>
<td>0</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR INSIDE OUTSIDE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 564.80 1,243 488

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreements and to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System’s water and/or wastewater
Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreements will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreements will expire; now, therefore:

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

1. That the System hereby approves the Utility Service Agreements and agrees to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.

2. That the Utility Service Agreements shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service 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 6th day of March, 2018.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
1. Project Site Maps
Charles Davis Subdivision
366 Water EDUs
361 Sewer EDUs
84.25 Acres
USA-17653

Western Stub Out
Proposed Easement

Future Job No 17-1112

Legend
- Existing Water Main
- USA Tract
- Parcels Updated
- 8-inch main (Oversized to 16-inch)
- Proposed Easement

Project Location

SAWS LID/GT/CM/HDAC/AW
This utility map is for informational only. This information may not represent what actually has been constructed. SAWS explicitly disclaims any representation as to the accuracy of its information. This utility map was created and published in good faith and with reasonable care. SAWS accepts no liability for any loss or damage arising from use of this SAWS utility map or from reliance on the information contained herein. The user of this utility map should verify all data with SAWS. This utility map may not under any circumstances, be copied, reproduced, or published for any purpose or media, or transferred to another medium, without the written permission of the San Antonio Water System (SAWS).
Attachment III:
USA-17653
"Charles Davis Subdivision" Tract
Proposed Sewer Infrastructure Map
84.25 Acres

Charles Davis Subdivision
366 Water EDUs
361 Sewer EDUs
84.25 Acres
USA-17653
Tract Located:
- Within Edwards Aquifer Contributing Zone
- Partially within the 5-mile Camp Bullis Awareness Zone
- Partially within the 5-mile JBSA Buffer Zone

Legend
- USA Tract
- Parcels Update
- Existing PZ 12 Water Main
- Existing PZ 14 Water Main

Proposed Water Mains
- PZ 12
- PZ 14

Proposed Tank

Projected Location

San Antonio Water System

USA-16993
Blackbuck Ranch Phase II Tract
Proposed Water Infrastructure Map
457 Acres
TO: San Antonio Water System Board of Trustees

FROM: Tracey B. 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 SERVICE TO A TRACT LOCATED IN KENDALL COUNTY, OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER CERTIFICATE OF CONVENIENCE AND NECESSITY AND OUTSIDE THE CITY OF SAN ANTONIO EXTRA TERRITORIAL JURISDICTION

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves a Utility Service Agreement (USA) to provide water service to the specified tract of land located in Kendall County, outside the San Antonio Water System’s (the “System”) water Certificate of Convenience and Necessity (CCN) and the City of San Antonio Extra Territorial Jurisdiction.

- This board item consists of one tract, which totals 374.86 acres (the “Biedenharn Tract” or “Tract”); 2,075 water Equivalent Dwelling Units (EDUs); and zero wastewater EDUs.

- Board approval is required since the Tract is located outside the System’s water CCN.

- The Biedenharn Tract is located in Kendall County, is outside the City of San Antonio Extra Territorial Jurisdiction, outside the System’s water CCN and outside the wastewater CCN.

- The System has been requested to provide water service to this Tract due to the challenges the developer has faced in securing water service and reliable infrastructure from area purveyors. There is not an entity obligated to provide water service to this Tract as it is not within an existing CCN.

- The System, through its contractual agreement with the Guadalupe Blanco River Authority (GBRA; such agreement being referred to as the “GBRA Agreement”), is currently unable to serve the Tract with water supplied to the System by the GBRA without modifications and approvals from the GBRA. In the event the GBRA water supply to the System is interrupted or impaired, the System currently is further legally prohibited from providing the alternate water supply of Edwards aquifer water under the Edwards Aquifer Authority (EAA) jurisdiction, as water produced from the Edwards Aquifer shall be used within the boundaries of the Edwards Aquifer Authority, which does not include Kendall County.
Because of the service limitations for this USA, the System’s service commitment through this USA is initially limited to 200 EDU’s; however, in the event that the Developer, by September 1, 2021 (i) provides infrastructure required by the System to provide water that is not produced from the Edwards Aquifer and not delivered to the System under the GBRA Agreement, or (ii) removes limitations on the System’s ability to provide water to Kendall County that is produced from the Edwards Aquifer or provided under the GBRA Agreement, or (iii) provides the System with another source of water acceptable to System staff in its sole discretion to provide retail water service for a total of 2,075 EDU’s, the 200 EDU cap will be removed, as applicable, up to a total of 2,075 EDUs requested in the USA.

The System’s obligation to provide any service to the Tract is conditioned upon the following (the “Conditions Precedent”), which must be satisfied in the System’s discretion, within 180 days:

1. An amendment to the GBRA Agreement and/or written approval of GBRA for the System to provide service to the Tract.
2. The Developer providing the System with a Declaration of Restrictive Covenants imposing certain development conditions on the Tract, including regulations related to Drainage Pollution Prevention and Control, Tree Preservation and Canopy Coverage, Dark Sky Requirements, and Drought Management Restrictions.
3. An interconnection agreement between the City of Boerne and the System in which the City of Boerne agrees to provide the initial back-up water supply until the expiration of the GBRA Agreement in 2037 or the resolution of the EAA issue. The Developer will be responsible for all costs related to the design and construction of the interconnection between the System and the City of Boerne.
4. Agreement with the Kendall County Water Control and Improvement District No. 3 (the “WCID”) that it will not apply for a CCN affecting the Tract and it will not impose obligations or requirements on or affecting the System.
5. Agreement that the Developer will pay any fines, penalties or costs incurred by the System to provide service if the GBRA service is interrupted or impaired.

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)

The Developer must agree to certain development conditions specific to the Tract as outlined the USA because of the unique nature of the development and its location before
Utility Service Agreement to the Specified Tracts Requiring Oversizing And/or Outside the System’s Water and/or Wastewater CCN

the System can provide water service to the Tract.

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Biedenharn Tract</td>
<td>Bakke Development Corporation</td>
<td>374.86</td>
<td>2,075</td>
<td>0</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>OUTSIDE CCN</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
</tr>
</tbody>
</table>

Acronyms:
EARZ = Edwards Aquifer Recharge Zone  
OVR = Oversizing  
CCN = Certificate of Convenience and Necessity  
CZ = Edwards Aquifer Contributing Zone  
WW = Wastewater  
IFC = Impact Fee Credits  
CoSA = City of San Antonio limits  
ETJ = Extraterritorial Jurisdiction  
JBSA = Joint Base San Antonio Buffer Zone

EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENT:

Upon approval by the System of this USA, subject to the satisfaction of the Conditions Precedent, the Developer Customer has 36 months to complete the required utility master plan and to start construction. If the Developer Customer fails to complete these requirements within the 36-month period, or the Conditions Precedent are not satisfied within the 180 day timeframe, then 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 system 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>Biedenharn Tract</td>
<td>$10,086,575.00</td>
<td>$0.00</td>
<td>$10,086,575.00</td>
</tr>
</tbody>
</table>

The Developer is required to install all other necessary on-site facilities in accordance with the
Utility Service Agreement to the Specified Tracts Requiring Oversizing
And/or Outside the System’s Water and/or Wastewater CCN

Board’s regulations at the Developer’s total cost.

If the limitations on the System’s ability to provide water from the Edwards Aquifer or from the GBRA Agreement are not removed by 2037, then the System will be required to provide alternative supplies to serve this tract and the associated infrastructure. The System would include in the future master plan(s) such potential infrastructure requirements. The cost to provide alternative supplies to this tract in the year 2037 is uncertain at this time.

Tracey B. 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

Attachments:
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>JBSA</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>Biedenharn Tract</td>
<td>Bakke Development Corporation</td>
<td>Phil Bakke</td>
<td>OUTSIDE INSIDE</td>
<td>Y</td>
<td>12</td>
<td>374.86</td>
<td>2,075</td>
<td>0</td>
<td></td>
<td>Balcones Creek-Cibolo Creek</td>
<td>OUTSIDE CCN</td>
</tr>
</tbody>
</table>

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- OVR = Oversizing
- WW = Wastewater
- ETJ = Extraterritorial Jurisdiction
- JBSA = Joint Base San Antonio Buffer Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES APPROVING THE UTILITY SERVICE
AGREEMENT TO PROVIDE WATER SERVICES TO THE
SPECIFIED 374.86 ACRE TRACT OF LAND IN KENDALL
COUNTY, TEXAS, SUBJECT TO THE EXPIRATION OF
SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX
MONTHS OR IF CERTAIN CONDITIONS PRECEDENT
ARE NOT SATISFIED; 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 service, 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>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Biedenharn Tract</td>
<td>Bakke Development Corp.</td>
<td>374.86</td>
<td>2,075</td>
<td>0</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water 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 Service; and

WHEREAS, the System’s obligation to provide service to the Tract is conditioned
upon the following (the “Conditions Precedent”), which must be satisfied in the System’s
discretion, within 180 days:

1. An amendment to the Agreement between the System and the Guadalupe-
Blanco River Authority (“GBRA”) dated March 17, 2000 and/or written approval of GBRA for the
System to provide service to the Tract.

2. The Developer providing the System with a Declaration of Restrictive
Covenants imposing certain development conditions on the Tract, including regulations related to
Drainage Pollution Prevention and Control, Tree Preservation and Canopy Coverage, Dark Sky
Requirements, and Drought Management Restrictions.

3. An interconnection agreement between the City of Boerne and the System
in which the City of Boerne agrees to provide the initial back-up water supply until the expiration
of the GBRA Agreement in 2037 and provide the long-term primary supply if the GBRA
Agreement is not extended to provide the primary long-term water supply to this Tract. The
Developer will be responsible for all costs related to the design and construction of the
interconnection between the System and the City of Boerne.

4. An Agreement with the Kendall County Water Control and Improvement District No. 3 (the “WCID”) that it will not apply for a CCN affecting the Tract and it will not impose obligations or requirements on or affecting the System.

5. An Agreement that the Developer will pay any fines, penalties or costs incurred by the System to provide service if the GBRA service is interrupted or impaired; and

**WHEREAS,** the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreement and to provide water services to a 374.86 acre tract of land in Kendall County, Texas, (ii) to authorize the President/CEO to negotiate and execute all of the agreements and other documents required or advisable in order to satisfy the Conditions Precedent and determine the satisfaction of the Conditions Precedent; and (iii) to provide that the Utility Service Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, or if the Conditions Precedent are not satisfied, the Utility Service Agreement 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 in substantially the form attached as Attachment 2 to this resolution, and agrees to provide water services to the Tract 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 President/CEO is hereby authorized to negotiate and execute all of the agreements and other documents required or advisable in order to satisfy the Conditions Precedent, and determine that satisfaction of the Conditions Precedent.

3. That the Utility Service Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, or if the Conditions Precedent are not satisfied, the Utility Service Agreement will expire.

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 from and after its passage.

PASSED AND APPROVED this 6th day of March, 2018.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
1. Project Site Maps
2. Utility Service Agreement with Conditions Precedent and Development Conditions
Tract is Located:
- Partially Over the Edwards Aquifer Recharge Zone
- Partially Over the Edwards Aquifer Contributing Zone
- Partially within the 5-Mile JBMA Buffer Zone
- Partially within the 5-Mile Camp Bullis Awareness Zone

Phase I
- Approximately 4,500 LF of 12-inch approach main

Phase I
- Approximately 9,700 LF of 16-inch approach main

Phase I
- Connection to existing 12-inch mains

1,480 Foot Elevation
Tract is Located:
- Partially Over the Edwards Aquifer Recharge Zone
- Partially Over the Edwards Aquifer Contributing Zone
- Partially within the 5-Mile JBSA Buffer Zone
- Partially within the 5-Mile Camp Bullis Awareness Zone

Legend
- Existing Water Main
- USA Tract
- Parcel Update
- Proposed 60-Inch Main
- SAWS Facilities
- Camp Bullis

Project Location

Phase II
Approximately 40,000 LF of 60-inch Main

Phase II
40MGD of Pump Station Improvements
UTILITY SERVICE AGREEMENT WITH

CONDITIONS PRECEDENT AND DEVELOPMENT CONDITIONS

STATE OF TEXAS §

COUNTY OF BEXAR §

This Utility Service Agreement ("Agreement") is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number____________, acting by and through its President/Chief Executive Officer ("SAWS") and Bakke Development ("Developer") together the Parties ("Parties").

Recitals

Whereas, Developer has requested that SAWS provide Water service (the "Services") to an approximate 374.86-acre tract of land, (the "Biedenharn Tract" or "Tract"), which is located outside SAWS water CCN, outside SAWS wastewater CCN, and does not require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board action is required; and

Whereas, the Tract is located over the Edwards Aquifer Recharge or Contributing Zone, which is located within the 5-mile Awareness Zone of Camp Bullis, such Tract being more particularly described in Attachment VI hereto, as accepted by SAWS; and

Whereas, the Edwards Aquifer Authority Act (the "EAA Act"), Section 1.34 provides that water withdrawn from the Edwards aquifer must be used within the boundaries of the Edwards Aquifer Authority (the "EAA Act Prohibition"), which does not include Kendall County where this Tract is located; and

Whereas, SAWS and the Guadalupe Blanco River Authority ("GBRA") entered into a Regional Water Supply Project for Portions of Comal, Kendall, and Bexar Counties (the "GBRA Agreement") that provides in Section 3.11 that all water delivered by GBRA to SAWS under the GBRA Agreement shall be used exclusively within SAWS service area which is defined by a Certificate of Convenience and Necessity or within the certificated service area of a wholesale customer of SAWS, and further provides that all water delivered by GBRA to SAWS under the GBRA Agreement shall be used within Bexar County, unless and except to the extent that SAWS obtains GBRA’s prior written approval for the use outside Bexar County (the “GBRA Prohibition”); and

Whereas, because of the EAA Act Prohibition and the GBRA Prohibition, SAWS does not currently have the legal authority to provide the Services to the Tract with the two sources of water that are required to provide redundant service to the Tract, and as such, Conditions Precedent (as defined in S.C. 11.00 of the Special Conditions, and referred to herein as the “Conditions Precedent”) and certain Development Conditions (as defined in Section S.C. 12.00 of the Special Conditions, and referred to herein as the “Development Conditions”) related to the effectiveness
and extension of this Agreement are set forth in Special Conditions that must be satisfied in order to permit SAWS to guarantee capacity and provide the Services under this Agreement; and

Whereas, the Developer has also agreed to construct all development on the Tract in accordance with the City of San Antonio’s Tree Preservation, Pollution Prevention and Control, Drought Management and Dark Sky Ordinances, in addition to SAWS’ construction standards, all as more fully described in the Special Conditions; and

Whereas, SAWS desires upon satisfaction of the Conditions Precedent, and compliance with the Development Conditions, to provide the Services to the Developer pursuant to this Agreement, the SAWS Utility Service Regulations, and all applicable local, state, and federal regulations, as amended.

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

1.00 Interpretation of Agreement.

1.01 The Parties acknowledge that the Services contemplated by this Agreement shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together “USR”). In the event the specific terms of this Agreement are in conflict with the USR, the specific terms of this Agreement shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in the Agreement. The Parties further acknowledge that this Agreement is subject to future acts of the City Council of the City of San Antonio with respect to the adoption or amendment of impact fee ordinances/resolutions.

1.02 The Parties agree that the purpose of this Agreement is the reservation of the designated water supply and/or wastewater discharge capacity for the Tract. Any rights that the Developer claims arise under Chapter 245, Texas Local Government Code, that are related to this Agreement shall comply with the Unified Development Code Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 Vested Rights. If Developer intends to rely on this USA as its application for the purposes of vested rights under Chapter 245, then please contact Development Services Department, Land Entitlement team at 210-207-1111 or 1901 S. Alamo, San Antonio, TX. 78204. In no event shall the Utility Service Regulations replace or conflict with the City’s Unified Development Code, Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 Vested Rights.

2.00 Obligation Conditioned.

In addition to the Conditions Precedent and Development Conditions found in the Special Conditions of this Agreement, the obligation of SAWS to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the SAWS’ Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are repealed, revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the Services, then no liability of any nature is
to be imposed upon SAWS as a result of SAWS’ compliance with such legal or regulatory mandates.

3.00 Term.

3.01 The term of this Agreement shall be seven (7) years from the Effective Date if the Developer complies with the requirements set out in G.C. 19.00 (attached) within the time period therein stated. This Agreement shall automatically expire if Developer fails to comply with the requirements of G.C. 19.00 within the time period therein provided. The term of this Agreement may be extended to fifteen (15) years from the Effective Date, if Developer complies with the requirements to extend the term set forth in G.C. 19.00 within the time period therein stated. Certain obligations of SAWS (described in Section 3.03 below) may survive the expiration of the term of this Agreement, to the extent that the Conditions Precedent are satisfied, and Developer has (i) paid all applicable impact fees for the Services at the then-current rate, and (ii) complied with all On-Site and Off-Site utility infrastructure requirements of this Agreement (described in the Special Conditions), including over-sizing requirements. The Conditions Precedent must be satisfied and the Developer must comply with the Development Conditions prior to the extension of this Agreement beyond its initial 3 year term found in G.C. 19.00, which is identified in the Water Service Special Conditions attached to this Agreement. In addition to the requirements of this term provision and those found in G.C. 19.00, the Developer must be in full compliance with the Development Conditions in order to extend this Agreement beyond its initial 3 year term as described in G.C. 19.00. SAWS shall have no obligation to guarantee capacity or provide any Services unless and until the Conditions Precedent and all Development Conditions are met. The planning, design and construction of any infrastructure prior to the satisfaction of the Conditions Precedent and all Development Conditions by the Developer shall be at the sole risk, cost and expense of Developer.

3.02 To the extent that SAWS’ obligations do not survive the expiration of this Agreement, Developer understands and agrees that a new Utility Service Agreement must be entered into with SAWS to receive the Services for the development project that is the subject of this Agreement.

3.03 To the extent that the Conditions Precedent are satisfied, and Developer has complied with the Development Conditions found in the Special Conditions, timely pays all applicable impact fees and complies with all On-Site and Off-Site utility infrastructure requirements prior to the expiration of this Agreement, the following obligations will survive expiration of this Agreement:

(i) SAWS’ recognition of the EDUs referenced as the subject of this agreement as Guaranteed Capacity.

(ii) SAWS’ continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the USR.

(iii) SAWS’ continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.
4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

Attachment I: General Conditions
Attachment II: Special Conditions, including the Conditions Precedent and Development Conditions
Attachment III: Description of Proposed Water and/or Wastewater Infrastructure
Attachment IV: Board Summary & Recommendation and Resolution (if necessary)
Attachment V: Developer Water and/or Wastewater Master Plan (if necessary)
Attachment VI: Engineering Study Including Description of the Tract
Attachment VII: Lift Station & Force Main Supplemental Agreement (if necessary)
Attachment VIII: Water Recycling and Conservation Plan (if necessary)

Any of the above attachments that are created and submitted by the Developer as an attachment to this USA shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving water and/or wastewater service capacity as specified in the body of this Agreement, the General Conditions and the Special Conditions. Developer agrees that it will not attempt to rely on, and SAWS does not authorize, any of the contents of any attachments created and submitted by the Developer as a basis for claiming rights under Chapter 245 of the Texas Local Government Code, except as specifically required by Section 1.02 of this USA.

Developer understands that this Agreement, including, its General Conditions, Special Conditions and Attachments, is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third party exception under that Act.

5.00 Developer’s Obligations.

The Developer acknowledges and agrees that the capacity provided by this Agreement runs with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recording of this Agreement in the Real Property Records of the County in which the Tract is located within three (3) days of the Effective Date of this Agreement is required; otherwise, this Agreement will automatically terminate. Developer shall deliver to the Director of Infrastructure Planning a file stamped copy of this Agreement evidencing the recording required herein within three (3) days of the Effective date of this Agreement. The Developer shall maintain records of EDU’s remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request.
6.00 Indemnity.

TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE DEVELOPER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAW'S AND ITS SUCCESSOR AND ASSIGNS FROM THE CLAIMS OF THIRD PARTIES ARISING OUT OF SAW'S RECOGNITION OF THE TRANSFER OF CAPACITY UNDER THIS AGREEMENT TO DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS AND ASSIGNS.

7.00 Notices.

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

**IF TO SAN ANTONIO WATER SYSTEM:**

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: TRACEY B. LEHMANN, P.E., INTERIM DIRECTOR, DEVELOPMENT

**IF TO DEVELOPER:**

Bakke Development  
3511 Broadway  
San Antonio, TX 78209  
Attn: Mr. Phil Bakke

8.00 Severability.

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

9.00 Venue and Governing Law.

Any disputes related to this Agreement must be brought within Bexar, County Texas and governed by the laws of the State Texas and local laws.

10.00 No Third Party Beneficiaries

The terms and obligations found in this Agreement are for the sole benefit of the Parties to this Agreement and shall not be construed to the benefit of or enforced by any third parties and shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other rights. Any reliance by third parties related to this Agreement shall be at the sole risk, cost
and expense of such third parties, and SAWS shall have no duties, responsibilities, obligations or liabilities therefor.

11.00 Both Parties Drafted Agreement

The Parties have participated jointly in the negotiating and drafting of this Agreement. In the event that an ambiguity, whether in a question of intent, interpretation or otherwise, arises, then that ambiguity shall not be construed against either party solely on the account of authorship. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed Agreement or any earlier draft.

12.00 Acting Reasonably and in Good Faith; Discretion

Each party shall act reasonably and in good faith in the exercise of its rights hereunder, except where a party has the right to act in its “discretion” by the express terms hereof. When a party has “discretion”, it means that party has the sole, absolute and unchallenged discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of this Agreement. When a party does not have “discretion” it means that the party shall act reasonably. A party may exercise any termination right hereunder in its discretion. SAWS’ discretion means it is in the sole discretion of the President/CEO of SAWS, unless otherwise required by the SAWS’ Board.

13.00 Effective Date.

The Effective Date of this Agreement shall be the date signed by the authorized representative of the San Antonio Water System.

14.00 Ownership and Certificate of Convenience and Necessity.

By signing this Agreement the Developer represents and warrants that (i) it is the owner of the Tract or has the authority of the Tract owner to develop the Tract, and (ii) that the Tract is not within the jurisdiction of a Certificate of Convenience and Necessity (“CCN”) held by any person or entity, including, without limitation, the Kendall County WCID No. 3 (the “WCID”), nor has an application for a CCN been made, or during the term will be made, by the WCID or any entity under common control or affiliated in any way with Developer. Any breach of the representations or warranty in this Section 14.00 shall make this Agreement voidable by SAWS. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the Tract to show that Developer has the proper authority to develop the Tract.
ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System                     Developer
Signature: ________________________        Signature: ________________________
Print Name: Robert R. Puente             Print Name: ________________________
Title: President/Chief Executive Officer   Title: _____________________________
Date: ___________________________        Date: ___________________________

ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR  

BEFORE ME, the undersigned Notary Public, on this day personally appeared ______________________ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as ______________________ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of __________, 2018.

(seal)

____________________________________
Notary Public

STATE OF TEXAS, COUNTY OF BEXAR  

BEFORE ME, the undersigned Notary Public, on this day personally appeared ______________________ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as ______________________ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of __________, 2018.

(seal)

____________________________________
Notary Public
GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

G.C.1.00 Definitions.

G.C.1.01 Developer.

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

G.C.1.02 Director of Infrastructure Planning.

The Director of Infrastructure Planning of the San Antonio Water System or his/her designated representative.

G.C. 1.03 Definition of Terms.

Unless defined in the Utility Service Agreement (the “Agreement”), the terms used in this General Conditions of the Utility Service Agreement (the “General Conditions”) shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the Utility Service Regulations ("USR"). In the event a term is specifically defined in the General Conditions, and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the General Conditions, the definition set out in the General Conditions shall apply.

G.C.2.00 Required Submittals.

If determined to be necessary by the Director of Infrastructure Planning (“Director”), the Developer hereby agrees to submit the following documents prior to the execution of the Agreement: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to the Agreement. The submittal of such documents is a condition precedent to plat recordation and initiation of Services. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

G.C.3.00 Dedication to SAWS.

The Developer agrees to dedicate, grant, and convey to SAWS all rights, title and interest of Developer in both the Off-Site and On-Site utility infrastructure that the Developer is required to construct under the Special Conditions of the Utility Service Agreement (the “Special Conditions”), and to dedicate, grant, and convey to SAWS easements for such utility infrastructure. Upon written acceptance of Off-Site and On-Site utility infrastructure by SAWS, the infrastructure shall be owned, operated and maintained by SAWS.

G.C.4.00 Design and Construction Requirements.

The design and construction of all Off-Site and On-Site utility infrastructure shall, at a minimum, comply with the requirements established by SAWS, including the USR, the City of San Antonio, the County of Bexar, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. Off-Site and On-Site utility infrastructure shall be constructed under the inspection of SAWS. Provision of the Services to the Tract shall not commence until the Director has accepted and approved Off-Site and On-Site utility infrastructure in writing.

G.C.5.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

G.C.6.00 Assignment.

This Agreement may not be assigned in whole or in part; however, Developer may assign, convey or transfer EDU capacity ("EDU capacity transfer") to buyers of portions of the Tract in accordance with the terms in G.C. 20.00.
G.C.7.00  Event of Foreclosure.

In the event Developer’s interest in the Tract described in Attachment VI are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, SAWS shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS’ interest.

G.C.8.00  Payment for Provision of Utility Service.

In the event payment for the Services provided to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. To facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said purveyor to enter into a Contract with SAWS to bill and collect SAWS’ monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS’ fees will result in interruption and/or termination of the Services provided by SAWS, in accordance with applicable interruption and termination policies and procedures, as amended. SAWS shall not be obligated to provide the Services to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of the Services provided by SAWS.

G.C.9.00  Enforcement of Industrial Waste Ordinance if Required by SAWS.

The Developer shall cause to be recorded in the Deed and Plat records of the counties in which the Tract is located, a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract described in Attachment VI. Such covenant shall contain language expressly granting to SAWS the right, should SAWS so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the City’s Industrial Waste Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article V, Division 3 of the City Code). SAWS’ right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance.

Recordation of the Covenant shall be a condition precedent for SAWS’ provision of the Services to any portion of said Tract.

G.C.10.00  Oversizing.

Developer must pay for all mains and other utility facilities needed to serve the Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS’ requirements for oversizing, if any, are set forth in the Special Conditions. SAWS will execute a trilateral contract with Developer and a contractor for the construction of oversized facilities. Contracts for the construction of oversized facilities must be competitively bid as required by law. SAWS will reimburse the Developer for the oversize construction cost differential upon completion of the approved facility installation and SAWS’ acceptance of such facility. SAWS will determine whether to provide such reimbursement in the form of a cash reimbursement or in credits to be applied to impact fees. All oversizing shall be done in accordance with the USR.

G.C.11.00  Off-Site /On-Site Facilities.

Developer shall construct and install all required Off-Site and On-Site utility infrastructure in accordance with the USR and Special Conditions, at no cost to SAWS. Any specific requirements related to the facilities are set forth in the Special Conditions.

G.C.12.00  Impact Fee Payment.

Developer agrees that the Agreement does not constitute an assessment of impact fees. Developer agrees to pay all applicable impact fees at the time and in the amount prescribed by ordinance or resolution of the City Council of the
City of San Antonio and the USR, as amended. An estimate of the impact fees for the development Tract is provided in the Special Conditions. The estimate does not constitute an assessment of impact fees, and the amount of impact fees is subject to change by the City Council of the City of San Antonio as provided by law.

G.C.13.00  SAWS’ Obligation to Supply Service.

To the extent that the Conditions Precedent are satisfied and Developer complies with the Development Conditions, pays all applicable impact fees and complies with all Off-Site and On-Site utility infrastructure requirements, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which impact fees were paid, subject to compliance with other valid regulations. If, after collecting the impact fees, there is no actual capacity in existing facilities to provide the Services, SAWS will provide the Services within a reasonable period of time not to exceed five (5) years, as prescribed by Chapter 395 of the Local Government Code, as amended. In the event Services are required by Developer earlier than the five (5) year period, Developer and SAWS may agree that Developer may construct or finance the capital improvements or facility expansions required to provide Services, and the costs incurred or funds advanced will be credited against impact fees otherwise due from the new development or reimbursed to Developer from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to Developer at the time the other new development records it plat.

G.C.14.00  Facility Design and Construction.

The Developer shall design and construct all On-Site and Off-Site utility infrastructure described in the Special Conditions, including any oversizing, in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS’ approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set forth in the Special Conditions.

G.C.15.00  Use of Capacity by SAWS.

Developer understands that capacity in Off-Site and On-Site utility infrastructure resulting from the Agreement for the Tract may be utilized by SAWS for other tracts requesting service from SAWS. SAWS shall keep accurate records of the capacity provided to the Tract under the Agreement, whether Set-Aside or Guaranteed Capacity, and in no event will Developer be denied capacity as a result of SAWS’ utilization of such capacity for another tract. Set-Aside capacity shall not survive the expiration of the Agreement.

G.C.16.00  Utility Master Plan Requirements.

The Developer will prepare a utility master plan, which details the water and/or wastewater systems for the Tract pursuant to the USR, as amended.

G.C.17.00  Phased Utility Master Plans.

If the Developer’s water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.

G.C.18.00  Conformance of Plans to Utility Master Plan.

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.
G.C.19.00 Timing Requirements for Submission of Plans.

Developer shall have three (3) years from the Effective Date of the Agreement to complete and submit the required utility master plan and to start construction of the Off-Site and On-Site utility infrastructure described in the Special Conditions. Developer agrees that the Agreement for the provision of Services shall automatically expire if Developer has not submitted a utility master plan and started construction of required Off-Site and On-Site utility infrastructure within three (3) years of the Effective Date of the Agreement, and a new request for the Services must be submitted to SAWS, which SAWS will grant based on then existing policies and regulations. In the event Developer meets the above-mentioned requirements within the three (3) year period provided, the Agreement shall remain in effect for seven (7) years from the Effective Date. If Developer submits a revised Utility Master Plan in accordance with the USR prior to the expiration of the seven (7) year period, the Agreement for the provision of Services may be extended to a maximum term of fifteen (15) years from the Effective Date.

G.C. 20.00 EDU Transfers.

The transfer of EDU capacity outside the original boundaries of this Utility Service Agreement will not be allowed. The San Antonio Water System considers this Agreement to run with the land; however, EDU capacity transfers to subdivided tracts within the Tract of this Agreement are the responsibility of the Developer and approval of such transfers is not required by the San Antonio Water System. The Developer shall maintain an accounting of the EDU capacity that is used by the Developer and/or transferred after the Effective date of this Agreement to portions of the Tract. If the Developer sells a portion of the Tract and transfers part of the EDU capacity contained in this Agreement, then that EDU capacity transfer must be included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the transferred EDUs to record the instrument effectuating the transfer. Developer may file a Master Development Plan or an EDU Plan, prepared by an engineer, that shows specific EDU capacity allocations within the Tract and ensure that the Master Development Plan or EDU Plan is attached to this Agreement and properly recorded. SAWS will recognize the capacity allocations within the Master Development Plan or EDU Plan so long as those allocations are within the parameters of this Agreement. For properties that have areas of unplanned use, demand will be calculated at four (4) EDUs per acre unless the engineering report specifies otherwise or there is not enough EDU capacity remaining for the Tract to allocate four (4) EDUs per acre.

In no event will the System be responsible to 3rd parties for providing water supply or wastewater discharge capacity beyond the total EDU capacity identified in this Agreement for the Tract. Developer expressly disclaims, releases and holds harmless SAWS from any liability, damages, costs or fees, and agrees to indemnify SAWS for any liability, including, costs and attorney’s fees, associated with any dispute related to the transfer of all or a portion of EDU capacity approved for the Tract in this Utility Services Agreement.

G.C. 21.00 Camp Bullis Awareness Zone.

In the event that the Tract is located within, or partially within, the Camp Bullis Awareness Zone, the Developer acknowledges that certain lighting regulations may apply within at least a 3-mile radius of Camp Bullis, commonly referred to as down-lighting or dark sky lighting, and Developer will comply with those regulations. Developer agrees to comply with any local, state or federal law, rule or regulation related to the protection of the environment or endangered species, including but not limited to, any site assessments or surveys and notice to the United States Fish & Wildlife when required by law, rule or regulation. Developer acknowledges that any required assessment, survey or notice shall be current or updated as may be required by law, rule or regulation.

G.C. 22.00 Written Project Information.

The project associated with this Utility Service Agreement is described in the forms submitted by the applicant including but not limited to 1) a cover sheet clearly stating “USA Request” and the project name; 2) the Engineering Report; and 3) a legal description, metes and bounds description, or Master Development Plan (MDP), subdivision plat, or similar document of the Tract.
SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WATER SERVICE

S.C.1.00  Tract Location and Ultimate Demand.

Biedenharn Tract, a 374.86-acre tract outside the City of San Antonio limits, is located east of Reed Rd and Scenic Loop Rd, as shown in Attachment VI (the “Tract”). The tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS’ water CCN, outside SAWS’ wastewater CCN and does not require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is required.

The ultimate demand from the proposed development, on SAWS’ water infrastructure, shall not exceed 2,075 equivalent dwelling units (EDUs) of water supply.

The first 200 EDUs of water supply shall be provided by SAWS subject to the requirements of Phase I below.

The remaining 1,875 EDUs of water supply shall be provided by SAWS subject to the requirements of Phase II below.

S.C.2.00  Infrastructure Requirements.

Water Supply to the Tract will be from Pressure Zone (PZ 12). The flow capacity of a 12-inch main is required to supply water to the 374.86-acre Tract, in conformance with SAWS’ Utility Service Regulations (USR).

Phase I

The Developer shall construct approximately 9,700 LF of 16-inch approach main from the existing 24-inch main on Boerne Stage Rd, along Boerne Stage Rd, to the Tract. The Developer shall make two connections to the existing 12-inch main along Boerne Stage Rd as shown in Attachment III. The Developer shall then construct approximately 5,500 LF of 16-inch border main from the proposed 16-inch approach main, along the Tract’s entire frontage bordering Corley Rd as shown in Attachment III.

The Developer shall then construct approximately 4,500 LF of 12-inch approach main from the existing 12-inch main (Job No 09-1019) north of Boerne Stage Airfield, to the Tract and connect to the proposed 12-inch border main as shown in Attachment III. The Developer will then be required to construct two isolation valves on the 16-inch and 12-inch approach mains to the specifications and locations approved by SAWS Operations Support.

The Developer will be required to construct a booster station in accordance with SAWS USR to serve all connections above an elevation of 1,480 feet. This booster station shall be designed and sized to specifications determined by SAWS and is subject to SAWS approval and acceptance.

Special Conditions of USA
Preparer’s Initials _____
USA-18293 Biedenharn Tract
03/02/18, Page 1 of 10
The Developer shall then construct a series of looped 12-inch and 8-inch mains throughout the Tract with no less than two connections to the proposed 16-inch border main along Corley Rd.

The Developer shall be responsible for designing and constructing all infrastructure necessary to interconnect the SAWS water system with the City of Boerne water system as identified in S.C. 11.05 below in the Conditions Precedent.

Upon completion of the required infrastructure, the Developer shall then be allowed to connect up to 200 EDUs to the proposed series of looped 8-inch and 12-inch mains throughout the Tract. In order to obtain any capacity beyond 200 EDUs, the Developer must complete Phase II requirements.

**Phase II**

Before making any connections beyond 200 EDUs, the Developer will be required to complete either Option 1 or Option 2. Once either of these options are complete the Developer will receive the remaining 1,875 additional EDUs of capacity.

**Option 1**

The Developer shall construct approximately 40,000 LF of 60-inch main from the Salado Pump Station to the existing 42-inch main (Job No 86-3658) at the intersection of Camp Bullis Rd and Babcock Rd as shown in Attachment III. The Developer shall then be required to make all improvements to the Salado Pump Station to accommodate an additional 40 MGD of pumping capacity to provide Vista Ridge water to the Northwest area to ensure that Edwards Aquifer Water is not served to the Tract.

SAWS’ current schedule expects to have water from the Vista Ridge pipeline in 2020. Once SAWS has confirmed that the Tract will not be served by Edwards Aquifer water and will be served by Vista Ridge water and Vista Ridge water is under conveyance to SAWS at the capacity of 45 MGD, the Developer shall then connect remaining services to the proposed series of looped 8-inch and 12-inch mains throughout the Tract.

**Option 2**

In the event that the EAA Act is modified to allow for the use of Edwards Aquifer water within Kendall County, or the Developer provides SAWS with another source of water acceptable to SAWS in its discretion to provide retail water service for a total of 2,075 EDUs, then the Developer may submit a plan for the design and construction of the infrastructure necessary to deliver the Edwards Aquifer or other water supply to the tract in lieu of the foregoing option. This option to deliver Edwards Aquifer or other water is subject to SAWS’ approval in its discretion. This Edwards Aquifer or other water supply option must be legally authorized and finalized by September 1, 2021.

Upon concurrence in writing by SAWS that the Edwards Aquifer or other water supply may be utilized to serve the Tract and completion of the required infrastructure, the Developer shall then
connect remaining services to the proposed series of looped 8-inch and 12-inch mains throughout the Tract.

S.C. 3.00  **SAWS Master Plan and Oversizing Requirements.**

N/A

S.C.4.00  **Impact Fee Credit Eligibility.**

N/A

S.C.5.00  **Engineering Study Report and/or Pro-Rata Refund Eligibility.**

The engineering study report “Biedenharn Tract, Utility Service Agreement Engineering Report”, by Pape-Dawson Engineering, dated December 2017 is included as Attachment VI.

S.C.6.00  **Developer On-Site and/or Off-Site Requirements.**

The Developer shall acquire any right-of-way or easements, and install all On-Site and Off-Site utility infrastructure required to serve the Tract in accordance with SAWS’ USR, solely at the Developer’s cost, unless otherwise stated in S.C.3.00 or S.C.4.00. Other On-Site requirements within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00  **Requirement to Install Approved Pressure Regulators and/or Booster Pumps.**

A portion of the tract is below ground elevation of 1425 feet where the static pressure will theoretically exceed 80 psi. Any service connections within the Tract, at elevations lower than this ground elevation, shall require the installation of a Pressure Reducing Valve (PRV), on the customer(s) side of the meter, rated for a maximum working pressure of no less than 300 psi, prior to a SAWS meter being installed. Installation shall be in conformance with the current Plumbing Code with Local Amendments adopted by the City of San Antonio.

S.C.8.00  **Time for Water Impact Fee Assessment and Payment.**

Water Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Impact fees will be collected at either the time of plat recordation or connection to the SAWS’ water system, at the discretion of the Developer.

S.C.9.00  **Water Impact Fee Estimates Based Upon Current Charges.**

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on current impact fee rates. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by the San Antonio City Council.

<table>
<thead>
<tr>
<th>Type of Impact Fee</th>
<th>EDUs</th>
<th>$/EDUs</th>
<th>Current Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Preparer’s Initials _____</td>
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<td></td>
</tr>
<tr>
<td>USA-18293 Biedenharn Tract</td>
<td>03/02/18, Page 3 of 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Year</td>
<td>Base Cost</td>
<td>Total Cost</td>
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<tr>
<td>-------------------------</td>
<td>------</td>
<td>-----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Flow Development</td>
<td>2075</td>
<td>$1,182</td>
<td>$2,452,650</td>
</tr>
<tr>
<td>System Development High</td>
<td>2075</td>
<td>$883</td>
<td>$1,832,225</td>
</tr>
<tr>
<td>Water Supply</td>
<td>2075</td>
<td>$2,796</td>
<td>$5,801,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$10,086,575</strong></td>
</tr>
</tbody>
</table>

**S.C.10.00 Pro-Rata Charge Requirement.**

Developer shall be required to pay a Pro-Rata Charge pursuant to the USR, as amended, prior to connection to the SAWS water system if Developer is tying into a main that is subject to a pro-rata refund.

**S.C. 11.00 Conditions Precedent**

The following conditions set forth in S.C. 11.01, 11.02, 11.03, 11.04 and 11.05 below (the “Conditions Precedent”) must be satisfied in SAWS’ discretion as a condition precedent to performance by SAWS of any duties or obligations of SAWS under this Agreement, including providing any capacity or providing the Services under this Agreement. The Conditions Precedent must be satisfied within one hundred and eighty (180) days after the Effective Date of this Agreement, or such later date as may be approved in writing by SAWS in SAWS’ discretion, or this Agreement shall automatically terminate, and either Party shall have any further rights, duties or obligations, and SAWS shall not be obligated to issue a new Utility Service Agreement to the Developer or for the benefit of the Tract. Upon request of either Party, SAWS and Developer agree to execute an acknowledgement of the satisfaction of, or failure to satisfy, the Conditions Precedent, in such form as may be acceptable to Developer and SAWS to be recorded in the Real Property records in the county in which this Agreement is recorded.

**S.C. 11.01** Pursuant to the GBRA Agreement and the GBRA Prohibition, SAWS cannot currently provide the Services to the Tract, as all water delivered by GBRA to SAWS under the GBRA Agreement is currently required to be used exclusively within SAWS service area which is defined by a Certificate of Convenience and Necessity or within the certificated service area of a wholesale customer of SAWS. Further, all water delivered by GBRA to SAWS under the GBRA Agreement is required to be used within Bexar County, unless and except to the extent that SAWS obtains GBRA’s prior written approval for the use outside Bexar County. Therefore, this Agreement and SAWS’ obligations under this Agreement are expressly conditioned upon SAWS acquiring an amendment to the GBRA Agreement and/or written approval of GBRA for SAWS to provide the Services to this Tract, which amendment and/or consent shall be in such form and content as is acceptable to SAWS in its discretion. SAWS offers no opinion and makes no representation or warranty as to whether it can satisfy this condition precedent, and shall have no express or implied duty or obligation to do so.

**S.C. 11.02** The Developer shall provide SAWS with the original Declaration of Restrictive Covenants (as defined in S.C. 12.06 below), in such form and content as is acceptable to SAWS in its discretion, which has been file stamped and recorded in the Real
Property Records of the county in which the Tract is located, all as more particularly described in S.C. 12.06 below.

S.C. 11.03 The Developer must provide SAWS with an agreement, in such form and content as is acceptable to SAWS in its discretion, from Kendall County WCID No. 3 stating that it shall not: 1) compete with SAWS or provide water services to the Tract; 2) apply for a CCN to provide water services to the Tract and 3) impose any duties, obligations or requirements on or affecting SAWS.

S.C. 11.04 The Developer and SAWS must enter into an agreement, in such form and content as is acceptable to SAWS and in its discretion, that requires the Developer to pay any and all fees, costs, expenses, fines or penalties of whatsoever nature incurred by SAWS to provide the Services in the event of or in any way related to the interruption, degradation or impairment of the water supply to the Tract.

S.C. 11.05 A fully executed and effective interconnection agreement must be completed between the City of Boerne and SAWS, in such form and content as is acceptable to SAWS in its discretion, whereby the City of Boerne agrees to provide the back-up water supply until the expiration of the GBRA Agreement in 2037 or the resolution of the EAA issue. The Developer shall be responsible for all costs related to the design and construction of the interconnection between SAWS and the City of Boerne. SAWS shall have the right to review and approve those plans to ensure the interconnection is sufficient to serve the Tract.

S.C. 12.00 Development Conditions

The following S.C. 12.01 through S.C. 12.05 are development conditions upon which Developer has agreed shall apply to the Tract as a condition for SAWS to provide the Services under this Agreement (the “Development Conditions”).

S.C. 12.01 Drainage Pollution Prevention and Control

All acreage within the Tract shall be subject to Article VI Pollution Prevention and Control of the San Antonio City Code, found in Ordinance No. 2006-02-16-0241, as may be amended, as it applies drainage area in Section 34-914. In addition, Developer agrees that the Tract shall be subject to Section 34-930 Pollution Prevention Criteria in Category 2, specifically the impervious cover limits as outlined. These requirements may be administered by the SAWS Edwards Aquifer Protection water quality staff.

S.C. 12.02 Tree Preservation and Canopy Coverage

All construction and/or development on the Tract shall comply with all City of San Antonio Tree Preservation and Adequate Canopy Coverage Ordinance No. 2010-05-06-0370, as may be amended, which may be administered by the City of San Antonio Development Services.
S.C. 12.03  **SAWS Construction Standards**

All construction and/or development on the Tract shall comply with all SAWS construction standards, including, but not limited to, the Utility Service Regulations and Construction Specifications. All construction shall be subject to inspection and approval by SAWS staff.

S.C. 12.04  **Dark Sky Requirements**

All construction and/or development on the Tract shall comply with the City of San Antonio’s Dark Sky Ordinance, found in Section 35-339.04, entitled Military Lighting Overlay Districts, as may be amended, and which may be administered by the City of San Antonio.

S.C. 12.05  **Drought Management Restrictions**

The Tract shall comply with, be governed by and subject to the City of San Antonio’s Drought Management Plan and Ordinance City Code Chapter 34, Article VI, Divisions 1-4, as may be amended. The Developer shall include compliance with that Plan and Ordinance in a deed covenant and restrictions imposed on every property within the Tract and enforceable by the City of San Antonio, SAWS or any other authorized entity, and subject future customers to fees, fines or termination of services by SAWS for the failure to comply.

S.C. 12.06  **Declaration of Restrictive Covenants and Enforcement of Development Conditions**

The Developer shall, at its expense, cause to be recorded in the Real Property Records of the county in which the Tract is located, a Declaration of Restrictive Covenants (“DRC”) covering the entire Tract that includes the Development Conditions, and, if applicable, the requirement for the Industrial Waste Ordinance if Required by SAWS as described in G.C. 9 above, and any such other provisions as may be reasonable and customary for an adequate description and enforcement of the DRC in SAWS discretion. The DRC shall be in such form as is acceptable to the Developer and SAWS, in SAWS discretion. The DRC shall run with the land in the Tract. The DRC shall contain language expressly granting to SAWS and/or its designee, the right, should SAWS so elect, to enforce and otherwise pursue to the extent provided at law or in equity, enforcement of the provisions of the DRC. SAWS’ right shall include the right to inspection, sampling and monitoring to assure any compliance. Any violation of or failure to comply with the DRC at any time shall constitute a material breach, and may result in the termination of this Agreement by written notice from SAWS in its discretion, including, the loss of any set-aside or guaranteed, existing capacity. For any violation of the DRC related to 12.05 above, the DRC shall include the right of SAWS to either impose a reasonable fine or fee on, or disconnect water services from, the resident property owner, or customer occupant, for any violation of the Drought Management Plan and Ordinance. In the event of such breach and termination, SAWS
shall not be obligated to issue a new Utility Service Agreement to the Developer or for the benefit of this Tract.

Recordation of the DRC by the Developer shall be a Condition Precedent as set forth in S.C. 11.02 above.
SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WASTEWATER SERVICE

S.C.1.00 Tract Location and Ultimate Demand.
Biedenharn Tract, a 374.86-acre tract outside the City of San Antonio limits, is located east of Reed Rd and Scenic Loop Rd, as shown in Attachment VI (the “Tract”) and lies within SAWS’ Upper Collection and Treatment Area (UCTA). The tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS’ water CCN, outside SAWS’ wastewater CCN and does not require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is required.

The Tract is situated within the City of Boerne Wastewater Service Area. All wastewater utilities shall be designed and constructed in accordance to the requirements of the City of Boerne. A separate agreement for sanitary sewer service with the City of Boerne will be secured for this Tract.
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 MULTIPLE SEwershed package 3 PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $3,199,876.65 to Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a local, MBE-Hispanic firm, in connection with the Multiple 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 Multiple 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 in need of repair based on condition assessment.

- This contract will be for the replacement of approximately 7,400 feet of sanitary sewer mains ranging in size from 8-inch to 21-inch by open cut method. Additionally, the manholes will be replaced.

- Pronto Sandblasting & Coating & Oilfield Services Co., Inc., has submitted the lowest responsible bid of $3,199,876.65.

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 $3,199,876.65 for wastewater related construction work under job number 17-4526.
SUPPLEMENTARY COMMENTS:

CDS Muery Services, Inc. prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $3,573,520.00.

A bid opening was held on February 2, 2018, at 1:30 PM. 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>$3,199,876.65</td>
<td>Local/MBE–Hispanic</td>
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<tr>
<td>T Construction LLC</td>
<td>$3,290,876.11</td>
<td>Non–Local/Non–SMWVB</td>
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<tr>
<td>Engineer’s Estimate</td>
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<td>Engineer’s Estimate</td>
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<tr>
<td>RL Jones LLP</td>
<td>$4,676,973.00</td>
<td>Local/SBE</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 10.5 percent decrease from the Engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>Multiple Sewershed Package 3 Project</th>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
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<tr>
<td>MBE – African American</td>
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</tr>
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<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
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</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
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</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
Multiple Sewershed Package 3 Project

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 AWARDING A CONSTRUCTION CONTRACT TO PRONTO SANDBLASTING & COATING & OILFIELD SERVICES CO., INC. IN THE AMOUNT OF $3,199,876.65 IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 3 PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $3,199,876.65 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 & OILFIELD SERVICES CO., INC., AND TO PAY PRONTO SANDBLASTING & COATING & OILFIELD SERVICES CO., INC. AN AMOUNT NOT TO EXCEED $3,199,876.65 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 $3,199,876.65 for the project work; and

WHEREAS, System funds in the amount of $3,199,876.65 are required for the project work; and

WHEREAS, the total amount of $3,199,876.65 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 award a construction contract to Pronto Sandblasting & Coating & Oilfield Services Co., Inc. in the amount of $3,199,876.65 in connection with the Multiple Sewershed Package 3 Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $3,199,876.65 from the System’s Project Fund for the project work, and (iii) to authorize the President/Chief Executive
Officer or his duly appointed designee to execute a construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oilfield Services Co., Inc. an amount not to exceed $3,199,876.65 for the project work; now, therefore:

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

1. That a construction contract in the amount of $3,199,876.65 is hereby awarded to Pronto Sandblasting & Coating & Oilfield Services Co., Inc. in connection with the Multiple Sewershed Package 3 Project.

2. That the expenditure of funds in an amount not to exceed $3,199,876.65 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Pronto Sandblasting & Coating & Oilfield Services Co., Inc., and to pay Pronto Sandblasting & Coating & Oilfield Services Co., Inc. an amount not to exceed $3,199,876.65 in connection with the Multiple Sewershed Package 3 Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March, 2018.

____________________________
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 IN CONNECTION WITH THE DOS RIOS WRC HEADWORKS ENHANCEMENTS PROJECT

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Archer Western Construction, LLC, a non-local, non-SMWVB firm, in the amount of $2,723,000.00 in connection with the Dos Rios WRC Headworks Enhancements Project (the “Project”).

- The Dos Rios Water Recycling Center (WRC) is currently permitted to treat an average of 125 million gallons per day (MGD) of wastewater. The headworks facilities were expanded and upgraded to treat up to an average of 217 MGD of wastewater as part of the Dos Rios WRC Re-Rating Headworks Improvements and Process Enhancements Phase I Project completed in 2016. This project included the installation of ultrasonic flow meters for the metering of the plant influent flows and the automation of the new grit removal system.

- Since the completion of the Dos Rios WRC Re-Rating Headworks Improvements and Process Enhancements Phase I Project, the ultrasonic flow meters have been experiencing accuracy and reliability issues, resulting in extensive downtimes and frequent maintenance requirements. As such, the plant’s staff has been unable to reliably operate the grit removal system in automatic mode, which has resulted in ineffective grit removal causing accumulation of grit in the digesters.

- Arcadis U.S., Inc. was contracted under the Treatment Facilities Engineering Work Order Contract to evaluate and improve the influent flow metering system at the headworks facilities.

- The Project will:
  - Demolish the influent flow meter pipes and boxes, and install Parshall Flume type flow meters
  - Install a stainless steel slide gate in the grit influent channel to allow for isolation during maintenance and aid with automation of the grit removal system, and
Perform system programming, integration, testing, start-up and staff training for the improvements.

- These improvements will provide for an accurate and reliable influent flow metering to support automation of the grit removal system.

- Bids for the construction of this project have been solicited, and Archer Western Construction, LLC has submitted the lowest responsible bid of $2,723,000.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2015, 2016, and 2017 Capital Improvement Program. This work is included in the Wastewater Core Business, Treatment, Dos Rios WRC Headworks Enhancements Project. The total amount is $2,723,000.00 for wastewater related work under job number 16-6505.

**SUPPLEMENTARY COMMENTS:**

Arcadis U.S., Inc. prepared the plans and specifications for this project under their professional services contract. The engineer’s estimated construction cost was $2,128,000.00.

A bid opening was held on January 19, 2018. 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>$2,128,000.00</td>
<td></td>
</tr>
<tr>
<td>Archer Western Construction, LLC*</td>
<td>$2,723,000.00</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Jerdon Enterprise, LP</td>
<td>$2,782,500.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Shannon-Monk, Inc.</td>
<td>$3,311,000.00</td>
<td>Local/SBE</td>
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</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 28.0 percent increase from the estimated construction cost. This contract has 400 calendar days for construction completion.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
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</tr>
<tr>
<td>MBE–African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE–Other</td>
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<tr>
<td>WBE–Minority</td>
<td>1.82%</td>
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<td>WBE–Non–Minority</td>
<td>3.89%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>5.71%</strong></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
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

DOS RIOS WRC
HEADWORKS ENHANCEMENTS

LEGEND

★ PROJECT SITE

EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO ARCHER WESTERN CONSTRUCTION, LLC IN THE AMOUNT OF $2,723,000.00 IN CONNECTION WITH THE DOS RIOS WRC HEADWORKS ENHANCEMENTS PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $2,723,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH ARCHER WESTERN CONSTRUCTION, LLC, AND TO PAY ARCHER WESTERN CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $2,723,000.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, since the completion of the Dos Rios Water Recycling Center (WRC) Re-Rating Headworks Improvements and Process Enhancements Phase I Project, the ultrasonic flow meters have been experiencing accuracy and reliability issues, resulting in extensive downtimes and frequent maintenance requirements; and

WHEREAS, San Antonio Water System (the “System”) staff has been unable to reliably operate the grit removal system in automatic mode, which has resulted in ineffective grit removal causing accumulation of grit in the digesters; and

WHEREAS, these improvements will provide for an accurate and reliable influent flow metering to support automation of the grit removal system; and

WHEREAS, Arcadis U.S., Inc. was contracted under the Treatment Facilities Engineering Work Order Contract to evaluate and improve the influent flow metering system at the headworks facilities; and

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

WHEREAS, Archer Western Construction, LLC, a non-local, non-SMWVB firm, has submitted a bid of $2,723,000.00 for the project work and this bidder has been determined to be the lowest responsible bidder; and
WHEREAS, System funds in the amount of $2,723,000.00 are required for the project work; and

WHEREAS, the total amount of $2,723,000.00 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Archer Western Construction, LLC in the amount of $2,723,000.00 in connection with the Dos Rios WRC Headworks Enhancements Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $2,723,000.00 from the System’s Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Archer Western Construction, LLC, and to pay Archer Western Construction, LLC an amount not to exceed $2,723,000.00 for the project work; now, therefore:

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

1. That a construction contract in the amount of $2,723,000.00 is hereby awarded to Archer Western Construction, LLC in connection with the Dos Rios WRC Headworks Enhancements Project.

2. That the expenditure of funds in an amount to exceed $2,723,000.00 for the project work is hereby approved and made available from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Archer Western Construction, LLC, and to pay Archer Western Construction, LLC an amount not to exceed $2,723,000.00 in connection with the Dos Rios WRC Headworks Enhancements 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 6th day of March, 2018.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Alissa R. Lockett, P.E., Director, Vista Ridge Integration, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: APPROVAL OF ADDITIONAL FUNDS FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE PROJECT, PROGRAM MANAGEMENT AND ENGINEERING SERVICES

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution 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 $6,581,092.00 for additional professional engineering services in connection with the Central Water Integration Pipeline Project, Program Management and Engineering Services.

- 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 (the “Project”), will deliver water from the Vista Ridge Regional Supply Project to integration points within the distribution system.

- 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.

- 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 and 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 with Black & Veatch Corporation in the amount of $3,988,945.00, which included $3,644,026.00 for basic engineering services and $344,919.00 for supplemental engineering services in connection with the Project.
By Resolution No. 17-250, passed and approved on November 7, 2017, the Board approved additional funds to the professional services contract for Owner’s Representative Services with Black & Veatch Corporation in the amount of $5,543,511.00 in connection with the Project.

The original Owner’s Representative Contract provided 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.

The additional funds also provided for additional professional engineering services associated with Owner’s Representative Services for the design-build contract with Kiewit Infrastructure South Co. (the “Kiewit”). Kiewit submitted a draft Guaranteed Maximum Price that was substantially beyond the System's budget expectations, and the System exercised its rights to terminate the contract with Kiewit effective January 20, 2018.

This proposed additional funding will modify the scope of the original Owner’s Representative Services contract to a Program Management and Engineering Services contract scope to align with a traditional design-bid-build project delivery method with multiple equipment procurement and construction bid packages. The scope of these additional services includes program management through final design, bidding and construction; construction management, including a team of field inspectors and development of a project operations and maintenance manual; and the supervisory control and data acquisition system programming and systems integration for all facilities associated with the Project.

The additional funding for these services will not exceed $6,581,092.00.

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 additional work is included in the Water Delivery Core Business, Central Water Integration Pipeline project budget line. The amount is $6,581,092.00 for integration engineering work. The job number is 15-8601.

The revised authorization for this project is as follows:
 Approval of Additional Funds for the Central Water Integration Pipeline Project, Program Management and Engineering Services

<table>
<thead>
<tr>
<th>Description</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>Additional Funds Approved by Resolution No. 17-250</td>
<td>5,543,511.00</td>
</tr>
<tr>
<td>Proposed Additional Funds</td>
<td>6,581,092.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$16,113,548.00</td>
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</tbody>
</table>

Alissa R. Lockett, P.E.
Director
Vista Ridge Integration

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 AMENDING RESOLUTION NO. 16-278 BY APPROVING ADDITIONAL EXPENDITURES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH BLACK & VEATCH CORPORATION IN AN AMOUNT NOT TO EXCEED $6,581,092.00 FOR ADDITIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE PROJECT, PROGRAM MANAGEMENT AND ENGINEERING SERVICES; APPROVING THAT AN AMOUNT NOT TO EXCEED $6,581,092.00 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 PAY AN ADDITIONAL AMOUNT NOT TO EXCEED $6,581,092.00 TO BLACK & VEATCH CORPORATION 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, Program Management and Engineering Services (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’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 System’s Board of Trustees by Resolution No. 17-250, adopted November 7, 2017, approved the expenditure of $5,543,511.00 for additional professional engineering services in connection with the Project; and

WHEREAS, with the transition of the Project from an alternative delivery design-build project to a traditional delivery design-bid-build project, the scope of services in the contract...
with Black & Veatch Corporation needs to be amended to transition from an Owner’s Representative Services contract to a Program Management and Engineering Services contract; and

WHEREAS, additional funding for Black & Veatch Corporation is needed for program management and engineering services associated with the Project; and

WHEREAS, additional funding in an amount not to exceed $6,581,092.00 to the existing professional services contract with Black & Veatch Corporation are required for program management and engineering services, including construction management and the supervisory control and data acquisition system programming and systems integration for all facilities associated with the Project; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend Resolution No. 16-278 by approving additional expenditures to the existing professional services contract with Black & Veatch Corporation in an amount not to exceed $6,581,092.00 from the System’s Project Fund in connection with the Central Water Integration Pipeline Project, Program Management and Engineering Services, (ii) to make available an amount not to exceed $6,581,092.00 from the System’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an additional amount not to exceed $6,581,092.00 to Black & Veatch Corporation for the program management and engineering services; now, therefore:

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

1. That Resolution No. 16-278 is hereby amended to provide program management and engineering services related to the existing professional services contract with Black & Veatch Corporation in an amount not to exceed $6,581,092.00 in connection with the Central Water Integration Pipeline Project, Program Management and Engineering Services.

2. That an amount not to exceed $6,581,092.00 is hereby made available and is to be expended from the System’s Project Fund for program management and engineering services.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay an additional amount not to exceed $6,581,092.00 to Black and Veatch Corporation for the program management and engineering services.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such a 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 6th day March, 2018.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Philip C. Campos, Jr., Director, Contracting, Yvonne Torres, Director, Purchasing, Nancy Belinsky, Vice President/General Counsel, and Doug Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: AMENDMENT TO THE PURCHASING AND CONTRACTING POLICY

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution amends the Purchasing and Contracting Policy. These amendments are in the best interest of the San Antonio Water System (the “System”) using Prudent Utility Practices (as defined in City Ordinance No. 75686, and referred to herein as the “Creation Ordinance”), in compliance with the Creation Ordinance and applicable law, to improve efficiency of the System.

The amendment to the Purchasing and Contracting Policy includes the following material changes:

- Allows for Board approval thresholds to be set on an annual basis, however, in the absence of such approval, the approval threshold will be consistent with the statutory requirements for the bidding and award of a contract.

- Authorize the President/Chief Executive Officer to determine and approve the selection criteria and the weighted value for each criterion for any Alternative Delivery Construction procurement, on a case by case basis.

- Authorize the administrative approval of recapitulation (recap) change orders that historically have been presented to the Board when funds are returned to the System as part of the construction closing process. In addition, these recapitulation change orders will be reported to the Board of Trustees on a semi-annual basis.

- Update the policy to conform to changes in law, including new procurement techniques and alternative delivery methods.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

This resolution is anticipated to improve efficiency of the System; there are no direct costs associated with the approval of this resolution.
Purchasing and Contracting Policy Amendment

Philip C. Campos, Jr.
Director
Contracting

Nancy Belinsky
Vice President/General Counsel

Yvonne Torres
Director
Purchasing

Doug 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 AMENDING THE PURCHASING AND CONTRACTING POLICY OF THE SAN ANTONIO WATER SYSTEM (POLICY); FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees (the “Board”) has approved a Purchasing and Contracting Policy, which was last amended in September 2007; and

WHEREAS, the Board, using Prudent Utility Practice (as defined in City Ordinance 75686, and referred to herein as the “Creation Ordinance”), to further the best interest of the System, and in compliance with the Creation Ordinance and applicable law, wishes to improve the efficiency of awarding, approving, executing and closing all contracts for goods and services for the System; and

WHEREAS, the Board desires to amend the Purchasing and Contracting Policy to incorporate the additions and deletions as shown in the draft Purchasing and Contracting Policy in substantially the form of Attachment 1 hereto.

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

1. That the San Antonio Water System Purchasing and Contracting Policy is hereby amended to reflect the additions and deletions shown in substantially the form of Attachment 1 to this resolution.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public; and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 552 Government code.

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

4. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 6th day of March, 2018.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachment:
1. Revised Purchasing and Contracting Policy
I. PURPOSE

The purpose of the Purchasing and Contracting Policy of the San Antonio Water System (SAWS or the “System”) is to establish a framework for and provide guidance to management in developing and implementing procedures relating to the procurement of goods and services including but not limited to construction and professional services.

II. SCOPE

This policy is intended to apply to functions and activities which ultimately result in the expenditure of funds under the fiduciary management and control of the Board of Trustees. As such, this policy specifically applies to the:

- purchase of goods and services,
- obtaining of construction services,
- obtaining of professional services,
- procurement of other services
- processing of unsolicited proposals which may result in the expenditure of funds, cost savings, or the generation of revenue.

This policy is not intended to address the purchase or lease of real property except to the extent that policies and procedures related to unsolicited proposals are applicable. Changes to this policy require approval of the San Antonio Water System Board of Trustees.

III. OBJECTIVES

The Purchasing and Contracting Policy has three major objectives which are stated in order of priority:

1. **Legal Compliance** - to assure that financial resources of the System are obligated and expended in accordance with all applicable laws, rules, ordinances and regulations.

2. **Definitive Requirements** - to assure that the needs of the System are clearly and consistently identified to potential providers of goods and services, construction activities, professional and other services.
3. **Accessible Process** - To assure that the purchasing and contracting process is open and accessible to all parties interested in providing goods and services to the System.

IV. **OBJECTIVE PROCESS MANAGEMENT**

“Legal Compliance” will be achieved through use of appropriate forms, training of personnel, and in consultation with the Legal Department. Parameters governing the implementation of this policy are as set forth in any applicable laws, rules, ordinances and regulations.

“Definitive Requirements” for solicitations to procure goods or services will be identified through the use of procurement requests with specific descriptions, detailed specifications and drawings, references to industry standards, vendor information as applicable to the specific procurement, and general terms and conditions of the procurement.

“Accessible Process” is emphasized through the Small, Minority, Woman, and Veteran Business Program (SMWVB). The Program Administrator will assist in promoting the widest possible dissemination of solicitations to SMWVB companies. The program administrator will also be responsible for compilation and distribution of appropriate reports.

V. **AWARD OF CONTRACT**

**Goods and Services (Not Construction Services)**

The award of any contract for the purchase of goods and services resulting in an expenditure of System funds in excess of the Board approved thresholds, shall require approval of the Board of Trustees.

Contracts for purchases of amounts up to the Board approved thresholds, may be approved, awarded, and executed by the President/Chief Executive Officer or his designated representative(s), consistent with internal procedures and guidelines.

The basis for the bidding and award of a contract for the provision of goods and services shall be in accordance with all applicable law, including but not limited to, Chapters 252 and 271 of the Local Government Code and be through acceptance of the lowest responsible bid or bid deemed to be the “Best Value” or any other applicable selection method allowed by law.

Contracts procured subject to the minimum and maximum thresholds provided for in Texas Local Government Code Section 252.0215 regarding SMWVB participation shall be sought on a competitive basis from no less than two providers, when available, of the desired goods and services, unless an emergency condition exists, or limited sources are available.
Goods and services may be exempted from competitive bidding requirements to the extent exempted by law.

Purchases less than the required minimum threshold amounts in Chapters 252 and 271 of the Local Government Code, may be awarded by management consistent with internal procedures and guidelines without competitive bids. The threshold amounts shall automatically adjust in accordance with any amendment by the State Legislature to the statues in the Local Government Code.

Separate, sequential, or component purchases to avoid compliance with state statutes are prohibited and are a Class B misdemeanor in the State of Texas and is punishable accordingly.

Extensions set out in the contract may be administratively executed if provided for in the budget and in accordance with internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

**State of Texas, City of San Antonio or Other Governmental Agency Contracts**

Procurements of goods and services may be made through either State of Texas, City of San Antonio, or other Governmental Agency contracts or Co-operatives when it is deemed to be economically advantageous and when all statutory requirements are determined to have been met by the respective governmental body consistent with policies/guidelines.

**Construction Services**

The award of any contract for construction services resulting in an expenditure of System funds in excess the Board approved thresholds, shall require approval of the Board of Trustees.

Construction service contracts up to the Board approved thresholds, may be approved, awarded and executed by the President/Chief Executive Officer or his designated representative(s), consistent with internal procedures and guidelines.

The basis for the award of a contract for the provision of construction services shall be consistent with Chapters 252 and 271 of the Local Government Code, or Chapter 2269 of the Texas Government Code, or any other method permitted by law.

Reasonable efforts should be used to seek competitive bids or proposals from no less than three providers of the desired services, unless an emergency condition exists or limited sources are available.
The President/CEO has the authority to approve the use of Alternative Delivery Construction procurement methods under Chapter 2269 of the Texas Government Code and the selection criteria and weighted value for each criteria on a case by case basis.

**Professional Services Procurement Act**

Professional Services covered by Chapter 2254 as amended, of the Government Code, (the “Professional Services Procurement Act”), shall be entered into pursuant to the requirements of the statute and in accordance to internal procedures and guidelines. Such services requiring funds in excess of the Board approved thresholds, shall require approval of the Board of Trustees.

Contracts for professional services up to the Board approved thresholds may be approved, awarded and executed by the President/Chief Executive Officer or his designated representative(s), pursuant to the requirements of the statute and in accordance to internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

**Other Professional Services**

Contracts for professional services other than the professional services covered by the Professional Services Procurement Act, shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such services requiring funds in excess of the Board approved thresholds shall require approval of the Board of Trustees.

Those contracts for professional services up to the Board approved thresholds, may be approved, awarded, and executed by the President/Chief Executive Officer or his designated representative(s) and shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines.

The basis for the award of a contract for the provision of professional services shall be through a “best value determination.” Best value determination involves selecting the firm providing the greatest value for the purpose intended. In determining best value, the System will seek to obtain the most effective combination of:

- features and characteristics of the offered service;
- firm's qualifications and experience;
- performance terms and conditions;
- fees, if applicable;
• support for Affirmative Action Policies; and

• support for Small, Minority, Woman and Veteran Business Program.

Reasonable efforts should be used to seek competitive proposals in accordance with internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

Other Services

The solicitation and award of any contract for other services shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such services resulting in an expenditure of System funds in excess of the Board approved thresholds shall require approval of the Board of Trustees.

Contracts for other services up to the Board approved thresholds, will be approved, awarded and executed by the President/Chief Executive Officer or his designated representative(s), pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines.

The basis for the award of a contract for the provision of other services shall be through the competitive bid, competitive proposal or best value process, or as may be allowed or required by applicable laws.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

Change Orders and Amendments to Contracts

Change orders for goods and services (other than Professional Services, or as otherwise exempted or excluded under Chapter 252 of the Local Government Code, or Chapter 2269 of the Texas Government Code, or other applicable law) exceeding the threshold amount established in Section 252.048 and 271.060 for change orders in the Local Government Code, as amended, shall require approval of the Board of Trustees.

Change orders less than the threshold amount established for change orders in Section 252.048 and 271.060 of the Local Government Code, as amended, or as may be provided under Texas Government Code Chapter 2269, may be approved and executed by the President/Chief Executive Officer or his designated representative(s), consistent with internal procedures and guidelines.
The aggregate value of change orders for contracts solicited pursuant to Chapter 252 or 271 of the Local Government Code, may not increase the original contract price by more than the percentage amount established in Sections 252.048 and 271.060 of the Local Government Code, as amended. Unless otherwise provided under law, such limitations shall not apply to contracts procured under Texas Government Code, Chapter 2269.

Amendments shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such amendments resulting in an expenditure of System funds in excess of the Board approved thresholds per year shall require approval of the Board of Trustees.

Amendments to contracts for up to the Board approved thresholds per year, may be approved and executed by the President/Chief Executive Officer or his designated representative(s), pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines.

Recapitulation change orders for construction service contracts do not require approval of the Board of Trustees; however, these recapitulation change orders will be reported to the Board of Trustees on a semi-annual basis.

**Board Approved Thresholds**

The Board may approve Purchasing and Contracting approval thresholds on an annual basis, however, in the absence of such approval, the approval thresholds will at a minimum be consistent with the basis for the bidding and award of a contract for the provision of goods and services within Chapters 252 and 271 of the Local Government Code, or Chapter 2269 of the Texas Government Code, or any other method permitted by law.

**Petty Cash**

Miscellaneous non-inventory items may be purchased on a cash basis in accordance to the Petty Cash Procedure.

**Procurement Card**

P-cards will not be used to circumvent the procurement process procedures.

**EXCEPTIONS TO POLICY**

**Emergency Procurements**

An exception to the above described process for the award of contracts shall be allowed when in compliance with applicable law. Such immediate action may be required when: (1) a public calamity exists that requires the immediate obligation or expenditure of funds to relieve the necessity of the System’s customers or to preserve the property of the System; (2) unforeseen damage to public machinery, equipment,
or other property may occur; or (3) to preserve and protect the public health and safety of System’s customers or citizens of the City.

The authority to award, approve and execute such emergency purchases is delegated to the President/Chief Executive Officer or his designated representative(s), consistent with internal procedures and guidelines. Such emergency actions shall be subsequently presented to the Board of Trustees for ratification in a timely fashion, if such actions result in an expenditure of System funds in excess of the Board approved thresholds.

**Unsolicited Proposals**

Recognizing that, from time to time, SAWS will receive proposals not in response to a specific or identified need; this policy establishes a framework and provides guidance to System staff in the development and implementation of an administrative process to evaluate unsolicited proposals.

**Objective**

The objective of this policy is to provide a consistent, comprehensive and ethical means for the receipt, assessment and disposition of unsolicited proposals.

**Policy Statement**

Written Proposals submitted that are not in response to a specific SAWS request shall be defined as Unsolicited Proposals.

An Unsolicited Proposal shall be evaluated on its merits. Factors to be considered shall include, but not be limited to:

- compliance with legal and statutory requirements;
- consistency with prudent financial and business practices and requirements;
- conformance to SAWS policies; and,
- concordance with SAWS values.

Included in any procedure shall be the requirement for timely notification of any proposer of SAWS intended course of action with regard to the proposal.

Any provision contained herein notwithstanding, an Unsolicited Proposal received pursuant to Chapter 2267 of the Government Code shall be handled in accordance with the requirements of the statute.
PURCHASING AND CONTRACTING POLICY
OF THE
SAN ANTONIO WATER SYSTEM

I. PURPOSE

The purpose of the Purchasing and Contracting Policy of the San Antonio Water System (SAWS) or the “System”) is to establish a framework for and provide guidance to management in developing and implementing procedures relating to the procurement of goods and services and including but not limited to construction and professional services.

II. SCOPE

This policy is intended to apply to functions and activities which ultimately result in the expenditure of funds under the fiduciary management and control of the Board of Trustees. As such, this policy specifically applies to the:

- purchase of goods and services,
- obtaining of construction services,
- obtaining of professional services,
- procurement of other services
- processing of unsolicited proposals which may result in the expenditure of funds, cost savings, or the generation of revenue.

This policy is not intended to address the purchase or lease of real property except to the extent that policies and procedures related to unsolicited proposals are applicable. Changes to this policy require approval of the San Antonio Water System Board of Trustees.

III. OBJECTIVES

The Purchasing and Contracting Policy has three major objectives which are stated in order of priority:

1. **Legal Compliance** - to assure that financial resources of the System are obligated and expended in accordance with all applicable laws, rules, ordinances and regulations.
2. **Definitive Requirements** - to assure that the needs of the System are clearly and consistently identified to potential providers of goods and services, construction activities, professional and other services.

3. **Accessible Process** - To assure that the purchasing and contracting process is open and accessible to all parties interested in providing goods and services to the System.

IV. **OBJECTIVE PROCESS MANAGEMENT**

“Legal Compliance” will be achieved through use of appropriate forms, training of personnel, and scheduled meetings in consultation with the Legal organization/Department. Parameters governing the implementation of this policy are as set forth in Sections 252 and 271 of the Local Government Code, Sections 2254.001—2254.005 Texas Government Code Title 10, City Charter of the City of San Antonio, and City Ordinances 75686, 44615, and 80394, 93519, 93760, any applicable City Ordinances, laws, rules, ordinances and as amended regulations.

“Definitive Requirements” for solicitations to procure goods or services will be identified through the use of requisitions with specific descriptions, detailed specifications and drawings, references to industry standards, vendor information as applicable to the specific procurement, and general terms and conditions of the procurement.

“Accessible Process” is emphasized through the Small, Minority, and Woman, and Veteran Business Program (SMWBSMVW). The Program Administrator will assist in promoting the widest possible dissemination of solicitations to SMWBSMVW companies. The program administrator will also be responsible for compilation and distribution of appropriate reports.

V. **AWARD OF CONTRACT**

**Goods and Services (Not Construction Services)**

The award of any contract for the purchase of goods and services resulting in an expenditure of System funds in excess of the threshold amount established in Section 252.021 of the Local Government Code, and as amended Board approved thresholds, shall require approval of the Board of Trustees. Such awards shall be known as “formal” awards.

Contracts for purchases of amounts less than up to the threshold amount established in Section 252.021 of the Local Government Code, and as amended Board approved thresholds, may be approved, awarded, and executed by the Purchasing Manager/President/Chief Executive Officer or his/her designated authority.
representative(s), consistent with internal procedures and guidelines. Such awards shall be known as “informal” awards.

The basis for the formal or informal bidding and award of a contract for the provision of goods and services shall be in accordance with all applicable law, including but not limited to, Chapters 252 and 271 of the Local Government Code and be through acceptance of the lowest responsible competitive bid or bid deemed to be the “Best Value”, or any other applicable selection method allowed by law.

Formal and informal bids greater than the required minimum threshold amount for SMWB Contracts procured subject to the minimum and maximum thresholds provided for in Texas Local Government Code Section 252.0215 regarding SMWVB participation shall be sought on a competitive basis from no less than two providers, when available, of the desired goods and services, unless an emergency condition exists, or limited sources are available.

Goods and services of a highly technical nature, contractual services or sole source services may be exempted from competitive bidding requirements to the extent exempted by law.

Purchasing Purchases less than the required minimum threshold amount for SMWB participation amounts in Chapters 252 and 271 of the Local Government Code, may be awarded by management consistent with internal procedures and guidelines without competitive bids. The threshold amounts shall automatically adjust in accordance with any amendment by the State Legislature to the statues in the Local Government Code.

Bidding thresholds are subject to change automatically as allowed by state statues. Splitting of Separate, sequential, or component purchases to avoid compliance with state statutes is prohibited and are a Class B misdemeanor in the State of Texas and is punishable accordingly.

Extensions set out in the contract may be administratively executed if provided for in the budget and meet certain criteria in accordance with internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

State of Texas, City of San Antonio or Other Governmental Agency Contracts

Procurements of goods and services may be made through either State of Texas, City of San Antonio, or Other Governmental Agency Contracts or Co-operatives when it is deemed to be economically advantageous and when all statutory requirements are determined to have been met by the respective governmental body consistent with policies/guidelines, no further action is required by the San Antonio Water System Board of Trustees.
Construction Services

The award of any contract for construction services resulting in an expenditure of System funds in excess of the threshold amount established in Section 271.024 for construction contracts in the Local Government Code, and as amended, shall require approval of the Board of Trustees. Such awards shall be known as “formal” awards.

Contracts for less than the threshold amount established in Section 271-024 of the Local Government Code for construction services contracts, and as amended, may be approved, awarded and executed by the President/Chief Executive Officer or his designated representative(s), the Director of Contracting, or the Purchasing Manager consistent with internal procedures and guidelines. Such awards shall be known as “informal” awards.

The basis for the award of a contract for the provision of construction services shall be through acceptance of the lowest responsible bid obtained through a competitive bid process.

Change orders exceeding the threshold amount established in Section 252.048 for change orders in the Local Government Code, or Chapter 2269 of the Texas Government Code, and as amended, will be approved by the Board of Trustees. Change orders less than the threshold amount established for change orders in Section 252.048 of the Local Government Code, and as amended, will be approved by the President/Chief Executive Officer, the Director of Contracting, or the Purchasing Manager consistent with internal procedures and guidelines. The aggregate value of change orders may not increase the original contract price by more than the percentage amount of the original contract price established in Section 271.060 of the Local Government Code, as amended or any other method permitted by law.

Formal and informal. Reasonable efforts should be used to seek competitive bids shall be sought on a competitive basis or proposals from no less than three providers of the desired services, unless an emergency condition exists or limited sources are available.

The President/CEO has the authority to approve the use of Alternative Delivery Construction procurement methods under Chapter 2269 of the Texas Government Code and the selection criteria and weighted value for each criteria on a case by case basis.

Professional Services Procurement Act

Professional Services covered by Section 2254.004, and as amended, of the Government Codes, (the “Professional Services Procurement Act”), shall be entered into pursuant to the requirements of such Section, the statute and in accordance to internal procedures and guidelines. Such services requiring funds in excess of the threshold amount established in Section 252.021 of the Local Government Code, and as amended.
approved thresholds, shall require action by approval of the Board of Trustees. Such contracts shall be known as formal awards.

Contracts for such professional services less than the threshold amount established in Section 252.021 up to the Board approved thresholds may be approved, awarded, and executed by the President/Chief Executive Officer, the Director, or his designated representative(s), pursuant to the requirements of Contracting, or the statute and in accordance to internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing Manager consistent and Contracting Directors, in consultation with internal procedures and guidelines. Such contracts shall be known as informal awards. The user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

Other Professional Services

Contracts for professional services other than the professional services covered by the Professional Services Procurement Act, shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such services requiring funds in excess of the threshold established in Section 252.021 of the Local Government Code, and as amended shall be awarded by Board approved thresholds shall require approval of the Board of Trustees. Such awards will be known as formal awards.

Those contracts for such professional services less than up to the threshold amount established in Section 252.021 of the Local Government Code, and as amended, will be approved, awarded, and executed by the President/Chief Executive Officer, the Director of Contracting, or the Purchasing Manager consistent with his designated representative(s) and shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such awards will be known as informal awards.

The basis for the formal or informal award of a contract for the provision of professional services shall be through a “best value determination.” Best value determination involves selecting the firm providing the greatest value for the purpose intended. In determining best value, the System will seek to obtain the most effective combination of:

- features and characteristics of the offered service;
- firm's qualifications and experience;
- performance terms and conditions;
- fees, if applicable;
• support for Affirmative Action Policies; and

• support for Small, Minority, Woman and Veteran Business Program.

Formal and informal proposals shall be sought on a competitive basis from no less than three providers of the desired services, unless an emergency condition exists or limited sources are available. Reasonable efforts should be used to seek competitive proposals in accordance with internal procedures and guidelines.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

Other Services

The solicitation and award of any contract for other services shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such services resulting in an expenditure of System funds in excess of the threshold amount established in Chapter 252.021 of the Local Government Code, and as amended, Board approved thresholds shall require approval of the Board of Trustees. Such awards shall be known as "formal" awards.

Contracts for less than other services up to the threshold amount in Chapter 252.021 of the Local Government Code, and as amended, may Board approved thresholds, will be approved, awarded and executed by the Purchasing Manager/President/Chief Executive Officer or his/her designee consistent with designated representative(s), pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such awarded shall be known as “informal” awards.

The basis for the award of a contract for the provision of other services shall be through the competitive bid, competitive proposal or best value process, or as may be allowed or required by applicable laws and ordinances.

The authority is delegated through the President/CEO to the Purchasing and Contracting Directors, in consultation with the user groups to approve the selection criteria and the weighted value of each criteria on a case by case basis.

Change Orders and Amendments to Contracts

Change orders for goods and services (other than Professional Services, or as otherwise exempted or excluded under Chapter 252 of the Local Government Code, or Chapter 2269 of the Texas Government Code, or other applicable law) exceeding the threshold amount established in Section 252.048 and 271.060 for change orders in the Local Government Code, as amended, shall require approval of the Board of Trustees.
Change orders less than the threshold amount established for change orders in Section 252.048 and 271.060 of the Local Government Code, as amended, or as may be provided under Texas Government Code Chapter 2269, may be approved and executed by the President/Chief Executive Officer or his designated representative(s), consistent with internal procedures and guidelines.

The aggregate value of change orders for contracts solicited pursuant to Chapter 252 or 271 of the Local Government Code, may not increase the original contract price by more than the percentage amount established in Sections 252.048 and 271.060 of the Local Government Code, as amended. Unless otherwise provided under law, such limitations shall not apply to contracts procured under Texas Government Code, Chapter 2269.

Amendments shall be entered into pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines. Such amendments resulting in an expenditure of System funds in excess of the Board approved thresholds per year shall require approval of the Board of Trustees.

Amendments to contracts for up to the Board approved thresholds per year, may be approved and executed by the President/Chief Executive Officer or his designated representative(s), pursuant to the requirements of any applicable statute and in accordance to internal procedures and guidelines.

Recapitulation change orders for construction service contracts do not require approval of the Board of Trustees; however, these recapitulation change orders will be reported to the Board of Trustees on a semi-annual basis.

**Board Approved Thresholds**

The Board may approve Purchasing and Contracting approval thresholds on an annual basis, however, in the absence of such approval, the approval thresholds will at a minimum be consistent with the basis for the bidding and award of a contract for the provision of goods and services within Chapters 252 and 271 of the Local Government Code, or Chapter 2269 of the Texas Government Code, or any other method permitted by law.

**Petty Cash**

Purchases less than $100.00 may be made without competitive bids or purchase order by using petty cash routines.

———Miscellaneous non-inventory items may be purchased on a cash basis in accordance to the Petty Cash Procedure.

**Procurement Card**

The Procurement Card (P-card) will be issued under Department Managers, Directors or Vice Presidents authority for the purpose of enhancing the procurement process to acquire
goods and services from vendors who will not accept purchase orders and to expedite field or office projects. P-cards will not be used to circumvent the procurement process set out in this policy or for the non-emergency purchase of stock/contract items.

P-cards will not be used to circumvent the procurement process procedures.

EXCEPTIONS TO POLICY

Emergency Procurements

An exception to the above described process for the award of formal contracts may be allowed when in compliance with applicable law. Such immediate action may be required when: (1) a public calamity exists which requires the immediate obligation or expenditure of funds. Such immediate action may be required to relieve a condition negatively affecting the necessity of the System’s customers, or to preserve the property of the System’s assets, or; (2) unforeseen damage to public machinery, equipment, or other property may occur; or (3) to preserve and protect the public health and safety of System’s customers or citizens of the City.

The authority to award, approve and execute such emergency purchases is delegated to the President/Chief Executive Officer, the Director of Contracting, or the Purchasing Manager or his/her designee, designated representative(s), consistent with internal procedures and guidelines. Such emergency actions shall be subsequently presented to the Board of Trustees for ratification in a timely fashion, if required by this policy.

Authority to execute informal emergency requests below the statutory formal amount resides with such actions result in an expenditure of System funds in excess of the concurrent approval of the affected Department Manager, Director, or Vice Presidents and the Purchasing Manager or his/her designee Board approved thresholds.

Unsolicited Proposals

Recognizing that, from time to time, SAWS will receive proposals not in response to a specific or identified need; this policy establishes a framework and provides guidance to System staff in the development and implementation of an administrative process to evaluate unsolicited proposals.

Objective

The objective of this policy is to provide a consistent, comprehensive and ethical means for the receipt, assessment and disposition of unsolicited proposals.

Policy Statement

Written Proposals submitted that are not in response to a specific SAWS request shall be defined as Unsolicited Proposals.
An Unsolicited Proposal shall be evaluated on its merits. Factors to be considered shall include, but not be limited to:

- compliance with legal and statutory requirements;
- consistency with prudent financial and business practices and requirements;
- conformance to SAWS policies; and,
- concordance with SAWS values.

Included in any procedure shall be the requirement for timely notification of any proposer of SAWS intended course of action with regard to the proposal.

Any provision contained herein notwithstanding, an Unsolicited Proposal received pursuant to Chapter 2267 of the Government Code shall be handled in accordance with the requirements of the statute.
AGENDA ITEM NO. ______

TO: San Antonio Water System Board of Trustees

FROM: Sam Mills, P.E., Director, Special Projects, Steven Clouse, Senior Vice President/Chief Operating Officer, and Nancy Belinsky, Vice President and General Counsel

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

SUBJECT: SALE OF THE WEST VIEW PROPERTY AND OPERATING INFRASTRUCTURE

Board Action Date: March 6, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the San Antonio Water System (the “System”) to transfer a portion of its Certificate of Convenience and Necessity (CCN) and sell a 0.579 acre tract of land located in Medina County, Texas (the “Property”) and all facilities, easements, and other improvements and real property interests serving the West View Subdivision (the “Operating Infrastructure”). It also authorizes the System to dispose of the Property and Operating Infrastructure pursuant to applicable state and local law, policies or procedures.

- The West View subdivision includes an approximate 462 acre CCN with approximately 335 lots and 269 existing customers.

- The West View Subdivision’s CCN is located in Medina County, and is surrounded by Yancey Water Supply Corporation’s CCN, as shown on the attached map.

- The System owns and operates the Property and Operating Infrastructure, which was acquired by the System as part of the System’s assumption and integration of the Bexar Metropolitan Water District in 2012.

- The West View Operating Infrastructure includes the Property, one 12” diameter, 912 foot deep Edwards well completed in 1999, and one 200,000 gallon ground welded steel storage tank completed in 2017, all located on the Property.

- The West View Operating Infrastructure also includes the distribution pipelines, which total approximately 0.11 miles of 2-inch mains, 5.3 miles of 6-inch mains, and 0.5 miles of 8-inch mains constructed between 1999 and 2004.

- The Systems’ proposed five-year Capital Improvements Program (CIP) includes significant additional costs for facility improvements, upgrades to the electrical equipment security and lighting, drilling an additional well, installing Supervisory Control and Data
Acquisition (SCADA), and constructing a new driveway. Improvements to the distribution pipeline infrastructure serving West View would also be necessary.

- West View is not contiguous to other SAWS infrastructure and does not have the reliability or redundancy expected for other SAWS service areas.

- System staff recommends selling the Property and Operating Infrastructure pursuant to state and local laws. The sale must comply with the provisions of both the Texas Local Government Code related to the sale of real property pursuant to sealed bids and the Texas Water Code related to the sale, transfer or merger of a retail water supply corporation, including, the required approvals of the Public Utility Commission of Texas (PUC). This means that any purchaser must be able to demonstrate the financial and technical expertise to operate a retail water service system and have the authority to provide retail services pursuant to a CCN.

- Prior to recommending a public sale of the Property and Operating Infrastructure, the System staff has confirmed that at least one other certificated water provider is interested in acquiring the Property and Operating Infrastructure.

- Final approval of the sale and transfer of the Property and Operating Infrastructure is contingent upon the approval by the System Board of Trustees, the PUC, and the governing body of the purchaser and/or any other governmental entities with jurisdiction. Upon obtaining all necessary approvals, System staff will prepare the applicable Application for Sale, Transfer, or Merger of a Retail Public Utility (STM) form for submittal to the PUC.

- A contract for the sale of the Property and Operating Infrastructure will be presented to System Board of Trustees for approval once a successful bidder has been identified. Upon the completion of that contract, the Application for STM will be submitted to the PUC.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Funds from the sale will be deposited in the System Fund (Company: 1000, Accounting Unit: 100005, Account: 550000).
System staff performed a cost benefit analysis of the proposed improvements necessary to upgrade the West View system to the current standards for similar System production facilities. The results of the analysis determined that selling the West View system to another purveyor would be a better value to System ratepayers than making the additional capital improvements.

Sam Mills, P.E.
Director, Special Projects

Steven Clouse
Senior Vice President/Chief Operating Officer

Nancy Belinsky
Vice President and General Counsel

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES INITIATING THE TRANSFER A PORTION OF ITS
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)
AND THE SALE OF THE WEST VIEW PROPERTY (THE
"PROPERTY") AND OPERATING INFRASTRUCTURE;
AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE
OFFICER OR HIS DULY APPOINTED DESIGNEE TO
INITIATE DISPOSAL OF SAID PROPERTY AND OPERATING
INFRASTRUCTURE PURSUANT TO SECTION 272.001 THE
TEXAS LOCAL GOVERNMENT CODE AND APPLICABLE
POLICIES AND PROCEDURES; AUTHORIZING THE
PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY
APPOINTED DESIGNEE TO PREPARE THE APPLICABLE
APPLICATION FOR SALE, TRANSFER, OR MERGER OF A
RETAIL PUBLIC UTILITY FORM FOR SUBMITTAL TO THE
PUBLIC UTILITY COMMISSION OF TEXAS; 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”) owns and operates the
Property, being a 0.579 acre tract described more particularly on Attachment I attached hereto and
incorporated herein and the West View Operating Infrastructure (the “Operating Infrastructure”),
being facilities, improvements, easements and other property interests related to the Operating
Infrastructure, and depicted on Attachment II attached hereto and incorporated herein, which was
acquired by the System as part of the System’s assumption and integration of the Bexar
Metropolitan Water District in 2012; and

WHEREAS, staff has determined that it is in the best interests of the System and
its ratepayers to sell the Property and Operating Infrastructure; and

WHEREAS, upon the sale of said Property and Operating Infrastructure, the
proceeds from said sale shall be deposited in the System Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i)
authorize the President/Chief Executive Officer or his duly appointed designee to initiate the
transfer a portion of the System’s CCN and the sale of said Property and Operating Infrastructure
pursuant to Section 272.001 of the Texas Local Government Code and any other laws, including,
all applicable City of San Antonio policies and procedures, and (ii) authorize the President/Chief
Executive Officer or his duly appointed designee to pursue any other necessary local or state
approvals, including, preparation of the application for sale, transfer or merger of a retail public
utility form for submittal to the Public Utility Commission of Texas; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to initiate the transfer a portion of the System’s CCN and the sale of the Property and Operating Infrastructure pursuant to Section 272.001 of the Texas Local Government Code and all other applicable laws, policies and procedures. A contract for the sale of the Property and Operating Infrastructure must be submitted for consideration and approval by the Board once a successful bidder has been identified.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to prepare the applicable Application for Sale, Transfer, or Merger of a Retail Public Utility form for submittal to the Public Utility Commission of Texas and pursue any other necessary local or state approvals. The final contract for the sale of the Property and Operating Infrastructure shall be submitted to the Public Utility Commission of Texas as part of the Application for Sale, Transfer, or Merger of a Retail Public Utility.

3. It is officially found, determined and declared that the Property and Operating Infrastructure is not a substantial part, or suited to the efficient operation, of the System.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of March 2018.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________________________________________
Ernesto Arrellano, Jr., Secretary

Attachment I: Description of Property
Attachment II: Depiction of Service System
WEST VIEW SUBDIVISION UNIT I

BIAK S 29'41.16" W 88'40.00" SE CORNER 0.579 ACRES TRACT
5'6" IRON PIN IN PENCE

0.579 ACRES
2850 Acres 0.579

WEST VIEW SUBDIVISION UNIT I

ALT CORNERS
5'6" IRON PIN SET AT
NOTE

SCALE 1" = 100'

ATTACHMENT 1