AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
April 3, 2018, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

Swearing in of individuals appointed to the San Antonio Water System Board of Trustees (Leticia M. Vacek, San Antonio City Clerk)

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. Nomination and Election of Officers for the San Antonio Water System Board of Trustees. (BERTO GUERRA, JR., CHAIRMAN)

4. Minutes.
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of February 6, 2018.

5. Ceremonial and Recognition Items.

6. Public Comment.

SAN ANTONIO WATER SYSTEM
HANDICAPPED ACCESSIBILITY STATEMENT
The San Antonio Water System Buildings and Meeting Rooms are accessible to individuals with disabilities. Accessible visitor parking spaces as well as the accessible entrance and ramp are located at the west side main entrance of the SAWS Headquarters Building, Tower I, 2800 U.S. Highway 281 North. Individuals with disabilities in need of auxiliary aids and services, including Deaf interpreters, must request such aids and services forty-eight (48) hours prior to the meeting. For assistance, contact the Board Administrator at 210-233-3537 or 711 (Texas Relay Service for the Deaf).
CONSENT AGENDA ITEMS

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

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

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

1. Approving a one-time purchase from Gillette Air Conditioning Co., Inc. to provide: installation and warranty for replacement of chillers in Tower 1 & 2 at SAWS Headquarters, Option 1, Bid No. 18-18000, for a total of $364,342.00.

2. Approving a one-time purchase from JTS, Inc. to provide: Cambium equipment and warranty for broadband optimization, Bid No. 18-18016, for a total of $284,550.40.

3. Approving a one-time purchase from ASCO, L.P. to provide: compact track loader, mobile light towers, excavator steel tracks, excavator bolt on rubber tracks, and heavy duty backhoe, (BuyBoard 515-16), Bid No. 18-18035, for a total of $356,137.28.

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 single source bid of Kinloch Equipment & Supply, Inc. to provide: annual contract for sewer maintenance parts & services, Bid No. 18-0159, for a total of $371,565.80.

2. Acceptance of the bid of Grande Ford Truck Sales, Inc. to provide: annual contract for GMC, Chevrolet, and Cummins truck parts and service, Bid No. 18-0308, for a total of $142,000.00.

3. Acceptance of the single source bid of Santex Truck Centers, Ltd. to provide: annual contract for Navistar International Corporation truck parts & service, Bid No. 18-0362, for a total of $177,563.57.

4. Acceptance of the bid of Olympia Landscape Development, Inc. to provide: annual contract for lawn maintenance services for SAWS properties with limited access, Bid No. 18-14007, for a total of $302,572.00.
CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

8. A Resolution approving additional funds in an amount not to exceed $105,622.50 to the professional services contract with Kimley-Horn and Associates, Inc. in connection with the W-2 Huebner Creek: Eckhert to Bandera Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

9. A Resolution awarding a professional services contract to Freese and Nichols, Inc. in an amount not to exceed $574,124.00 in connection with the Dietrich Elevated Storage Tank Project. (ANDREA BEYMER – MICHAEL MYERS)

10. A Resolution awarding a professional services contract to Alan Plummer and Associates, Inc. in an amount not to exceed $850,000.00 in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades Project. (ANDREA BEYMER – MICHAEL MYERS)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

11. A Resolution approving an Interlocal Agreement with the City of Balcones Heights; authorizing the expenditure of funds in an amount not to exceed $297,707.30 for the replacement of water facilities by the City of Balcones Heights in connection with the Glenarm Place Reconstruction – Phase I and II Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

12. A Resolution approving the expenditure of funds in the amount of $120,040.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2018 Asphalt Overlay Task Order Contract Package 9. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

13. A Resolution approving the purchase agreement in the amount of $340,000.00 with Terri L. Carter for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, for certain real property being approximately 2.298 acres located at 139 Springfield Road, San Antonio, Texas in the northeast quadrant of Bexar County, for the Dietrich Elevated Storage Tank Project for the expansion and operation of the System; authorizing the acquisition of the property in accordance with the terms of the purchase agreement; authorizing the expenditure of funds in a total amount not to exceed $348,000.00 for the acquisition of the property and related closing and title insurance costs. (NANCY BELINSKY – BRUCE HABY)
14. A Resolution accepting an offer in the amount of $380,000.00 for the sale of 2706 W. Southcross, San Antonio, Bexar County, Texas; approving a purchase agreement with Marquie Communications, LLC; affirming a six percent commission to be paid to Cano and Company at closing; authorizing payment of closing costs (excluding real estate commissions) up to $6,000.00 at closing. (NANCY BELINSKY – BRUCE HABY)

15. A Resolution approving the acquisition of a permanent lift station easement from Ginther Eng and Victor Eng, being approximately 0.6409 acres and located outside Loop 410 at the east corner of Thousand Oaks Drive and Park Crossing Drive, in the northeast quadrant of Bexar County, Texas, in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades Project in a total amount not to exceed $150,000.00. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

16. A Resolution awarding a service contract to Taplin Group, LLC in an amount not to exceed $575,250.15 in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract. (JEFF HABY – ANNETTE DURON)

17. A Resolution awarding a construction contract to Nerie Construction, LLC in an amount not to exceed $884,355.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1. (JEFF HABY – ANNETTE DURON)

18. A Resolution awarding a construction contract to Nerie Construction, LLC in an amount not to exceed $837,270.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2. (JEFF HABY – ANNETTE DURON)

19. A Resolution accepting the recommendation of the Audit Committee of the San Antonio Water System to approve a salary adjustment for Stacey Isenberg, Chief of Internal Audit of the System. (PAT MERRITT, CHAIRMAN, AUDIT COMMITTEE)

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

20. 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>
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<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
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<th>JBSA</th>
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<td>Liberte Ventura Tract (revised)</td>
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<td>Y</td>
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<td>INSIDE</td>
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<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>Archdiocese of San Antonio</td>
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<tr>
<td>3</td>
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Production, Transmission and Treatment Improvements

21. A Resolution awarding a construction contract to DN Tanks, Inc. in an amount not to exceed $6,981,500.00 in connection with the Central Water Integration Pipeline Project – Terminus Tank. (ANDREA BEYMER – ALISSA LOCKETT)

MISCELLANEOUS ITEMS

22. A Resolution accepting and acknowledging the Comprehensive Annual Financial Report of the San Antonio Water System for the fiscal year ending December 31, 2017 including the report of independent accountants, Baker Tilly Virchow Krause, LLP; directing that the report be made available for public inspection. (MARY BAILEY)

23. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to the issuance and sale of one or more series of obligations designated as “City of San Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds (No Reserve Fund)” as further designated by series, purpose, and interest rate convention; the approval of an offering document relating to each series of the aforementioned series of obligations. (DOUG EVANSON – PHYLLIS GARCIA)

24. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to the issuance and sale of obligations designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2018B”. (DOUG EVANSON – PHYLLIS GARCIA)

25. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to an application to the Texas Water Development Board’s Drinking Water State Revolving Fund Program, and adopt a reimbursement resolution. (DOUG EVANSON – PHYLLIS GARCIA)

27. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,307,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 1. 
(MICHAEL BRINKMANN – SHAWN CRAWFORD)

28. A Resolution awarding a construction contract to Bartek Construction Co. in an amount not to exceed $1,301,890.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 2. 
(MICHAEL BRINKMANN – SHAWN CRAWFORD)

29. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,287,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 3. 
(MICHAEL BRINKMANN – SHAWN CRAWFORD)

30. A Resolution awarding a construction contract to Bartek Construction Co. in an amount not to exceed $1,339,345.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 4. 
(MICHAEL BRINKMANN – SHAWN CRAWFORD)

31. BRIEFING SESSION.
A. Briefing and deliberation regarding the Vista Ridge Project
B. Briefing and deliberation regarding San Antonio Innovations in Conservation

32. President/Chief Executive Officer’s Report.
A. Customer Assistance Fair – Council District 2

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

34. The Regular Session of the April 3, 2018, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Section §551.071 of the Texas Open Meetings Act.

35. EXECUTIVE SESSION.
A. Consultation with attorneys regarding pending litigation in Case No. 5:12-cv-00620-OLG in the United States District Court for the Western District of Texas - San Antonio Division; League of United Latin American Citizens, et al., vs. Edwards Aquifer Authority pursuant to §551.071, Texas Government Code.
B. Consultation with attorneys regarding potential claims for damages arising out of the design of the Southwest Bexar Sewer Pipeline project pursuant to §551.071, Texas Government Code.

C. Consultation with attorneys regarding advice on legal matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, pursuant to §551.071, Texas Government Code.

36. The Regular Session of the Regular Board Meeting of April 3, 2018, is hereby reconvened.

37. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF APRIL 3, 2018, IS HEREBY ADJOURNED.
MINUTES
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
February 6, 2018, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

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

Board Members Absent:
None

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on February 6, 2018, and called to order at 9:15 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. Appointment of New Member to the Audit Committee of the San Antonio Water System Board of Trustees. (BERTO GUERRA, JR., CHAIRMAN)

Chairman Guerra discussed the appointment of a new member to the SAWS Audit
Committee. The Audit Committee was created to assist executive management and the Board to oversee the integrity of SAWS financial reporting, internal controls, and external and internal audit functions. The Audit Committee consists of three board members and one non-board member. Dr. Jim Welch served in the capacity of the non-board member until he retired last year. Chairman Guerra discussed the appointment of Jaime Vasquez to serve as the non-board member on the Audit Committee along with Trustees Merritt, Jasso, and McGee who currently serve as members.

Chairman made a motion to appoint Jaime Vasquez to serve as the non-board member on the Audit Committee. Ms. Jasso seconded the motion.

Item 3 was unanimously approved. Verbal voting.

Chairman Guerra asked Stacey Isenberg, Chief of Internal Audit, to introduce Mr. Vasquez. Ms. Isenberg commented on the vacancy on the Audit Committee after Dr. Welch retired last year after serving for ten years. She reviewed Mr. Vasquez’ background and the experience he would bring to the committee.

Chairman Guerra welcomed Mr. Vasquez and thanked him for his willingness to serve on the Audit Committee. Trustees Rowe and Merritt also welcomed Mr. Vasquez to the Audit Committee.

4. Minutes.
A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of December 5, 2017.

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

5. Ceremonial and Recognition Items.

Steven Siebert acknowledged the dedicated volunteers of the Citizens Advisory Panel (CAP). He introduced retiring CAP members who were in attendance: Michael Ferguson, Olga Garza, Bianca Maldonado, Brice Moczygemba and Kay Kutchins. He thanked the members for their time, dedication and commitment to work with SAWS and to serve the community. Other retiring CAP members who were unable to attend were Jonathan Delmer and Lisa Tatum.

Chairman Guerra thanked the retiring CAP members for their service to the community.

Mr. Puente asked Marisol Robles to come up and speak to the award received regarding SAWS SMWVB Program. Ms. Robles stated SAWS received the Accountability & Transparency Award from the Fair Contracting Coalition (FCC). The FCC was a group consisting of chambers of commerce, nonprofit organizations, and small business owners who had the goal of increasing minority and women-owned business contracting with local business and local governmental entities. The FCC was created by T. C. Calvert, Sr. in response to the Race Neutral Mandate that was a part of the City of San Antonio Small Business Economic Development Advocacy or SBEDA Ordinance in 2011. She discussed
SAWS involvement through the FCC since 2013. The award was in recognition of SAWS participation and transparency and the Board's commitment to the SMWVB Program. The SMWVB Program approved by the Board in 2016 committed to invest ratepayers’ dollars in the community where 97 percent of local employers were small businesses.

Chairman Guerra thanked Ms. Robles for her work on the program and for keeping the Board and staff advised.

6. Public Comment.

Kay Kutchins presented a bottle of Chateau San Antonio Vintage 1974 that she was donating to SAWS H₂O Museum, and discussed the creation of the bottles in 1974 under the City Water Board. She served as director of training and communications for the City Water Board, and the bottled water was in response to an award from Rockwell International for the most efficient water system in the Americas. She read the back label and emphasized the message of adequate clean water, conservation, and the protection of resources.

Dr. Meredith McGuire stated she was with the Alamo Sierra Club and a large coalition of environmental and social justice groups working on climate action in San Antonio. She commented on the Vista Ridge Project and the use of carbon sensitive decision-making in water management planning to reduce greenhouse gas emissions. She had a handout for the Board to consider regarding the City of Melbourne’s analysis of the carbon sensitivity of its water system.

CONSENT AGENDA ITEMS

Items 7–20

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

7. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: (DOUG EVANS – 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 Marcan Underwater to provide: annual contract for potable and reuse water storage tank cleaning and inspection, Bid No. 17-5078, for a total of $94,950.00.

2. Acceptance of the bid of Alamo Crane Service, Inc. to provide: annual contract for crane and equipment rental service, Bid No. 17-0296, for a total of $65,955.00.
3. Acceptance of the bid of CMC Construction Services to provide: annual contract for reinforcing steel products, Bid No. 17-0204A, Group 1, for a total of $59,037.50.

4. Acceptance of the bid of Alamo Distribution, LLC dba Alamo Iron Works to provide: annual contract for reinforcing steel products, Bid No. 17-0204A, Group 2, for a total of $9,450.00.

5. Acceptance of the bid of BFI Waste Systems of North America, LLC to provide: annual contract for the landfill of biosolids, Bid No. 17-0791, for a total of $1,675,350.00.

6. Acceptance of a sole source bid of Reliability Point, LLC to provide: annual contract for Aries sewer equipment inspection parts and repair services, Bid No. 17-0176, for a total of $186,750.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

8. A Resolution awarding a professional services contract to Arcadis U.S., Inc. in an amount not to exceed $848,308.00 in connection with the E-74 Rosillo Creek Sewer Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution approving additional funds in an amount not to exceed $186,505.00 to the professional services contract with CP&Y, Inc. in connection with the C5 Culebra to Castroville to Laredo and C28 Zarzamora Creek N San Gabriel to NW 23rd Street Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

10. A Resolution awarding a professional services contract to Maestas & Associates, Inc. in an amount not to exceed $450,000.00 in connection with the Production Facilities Design 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 $513,240.53 for the adjustment of water and sewer facilities by the City of San Antonio in connection with Belfast & Janda Susan Area Drainage Phase 2 Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)
12. A Resolution approving the expenditure of funds in the amount of $1,734,598.23 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the De Zavala Road from IH-10 to Lockhill-Selma Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

13. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 4 in the amount of $284,489.17; authorizing the expenditure of additional funds in an amount not to exceed $284,479.34 payable to the City of San Antonio in connection with the Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project. (ANDREA BEYMER - GAIL HAMRICK-PIGG)

MISCELLANEOUS PROJECTS

14. A Resolution awarding a professional services contract to Signature Automation, LLC in an amount not to exceed $825,000.00 in connection with the Broadband Access Points and Programmable Logic Controllers Replacement – Phase 2 Project. (ANDREA BEYMER – MICHAEL MYERS)

MISCELLANEOUS ITEMS

15. A Resolution authorizing the President/Chief Executive Officer to administratively approve in calendar year 2018 additional expenditures in an amount not to exceed $25,000.00 in the aggregate for each contract or agreement previously approved by the San Antonio Water System Board of Trustees for a total amount not to exceed $100,000.00. (NANCY BELINSKY – PHILIP CAMPOS)

16. A Resolution awarding a professional services contract to Hyas Group, LLC in an amount not to exceed $735,800.00 for a three-year period with one optional two-year extension in connection with investment consulting services relating to the San Antonio Water System’s Retirement Plans. (DOUG EVANSON)

17. A Resolution authorizing expenditures in an amount not to exceed $1,500,000.00 for the purchase of Cisco System products and services through the State of Texas Department of Information Resources Contract DIR-TSO-2542 and its resellers for various Information Systems projects for the Data Center, Network Engineering and Telephony Groups for 2018. (DOUG EVANSON – SREE PULAPAKA)

18. A Resolution authorizing the purchase of insurance policies with Standard Insurance Company for the period of January 1, 2018 through December 31, 2018 in an amount not to exceed $981,021.00 in connection with basic life, accidental death and dismemberment, voluntary life insurance, and long term disability for the System's Employee Benefits Program; ratifying the certain actions of the Vice President of Human Resources to preserve continuity of coverage. (SHARON DE LA GARZA)

19. Resolutions awarding the following consulting services contracts for the total amount not to exceed $193,000.00 for a three-year period:
A. Consulting Service Contract with ScottMadden, Inc. in connection with the Annual Evaluation of the President/Chief Executive Officer. (DAVID P. MCGEE, COMPENSATION TASK FORCE, SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES)

B. Consulting Service Contract with Paradox Compensation Advisors, LLC in connection with the Compensation Review of the President/Chief Executive Officer. (DAVID P. MCGEE, COMPENSATION TASK FORCE, SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES)

20. A Resolution approving an agreement with Bluebonnet Electric Cooperative in an amount not to exceed $2,575,901.18 in connection with the design and construction of electrical power service for the Vista Ridge Regional Supply Project Intermediate Pump Station 1 Facilities. (DONOVAN BURTON)

Chairman Guerra stated that Individual Item 23 was a professional services contract that was typical of SAWS work. In the interest of time, he stated he would like to move Item 23 to be considered under the Consent Agenda. He asked if there were any objections. Hearing none, Chairman Guerra moved Item 23 to the Consent Agenda.

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

Ms. Merritt made a motion to approve the Consent Agenda Items 7 – 20 and 23. Mr. Arrellano seconded the motion.

Consent Agenda Items 7 – 20 and 23, were unanimously approved. Verbal voting.

Chairman Guerra recognized former City Councilman Robert Marbut and his students from Alamo College, who came to observe the board meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

21. A Resolution ratifying the actions of the Vice President of Water Resources and Governmental Relations in the execution of the Letter Agreement of the Assignment for the Tetra Tech, Inc. subcontract under the Kiewit Design Build Contract for the Central Water Integration Pipeline Project, and awarding a professional services contract to Tetra Tech, Inc. in an amount not to exceed $17,212,082.00 in connection with the design and construction phase services for the Central Water Integration Pipeline Project. (DONOVAN BURTON)

Donovan Burton presented Item 21, the design contract for the Central Water Integration Pipeline Project. The project would integrate the Vista Ridge water to meet the contractual obligations with the WTPA and to complete the distribution improvements throughout the
system to integrate the water. Last month staff changed directions from the design-build model to a more traditional design-bid-build model, and the contract was terminated with Kiewit Infrastructure. The project was restructured to ensure the water would be integrated by 2020, which included moving the project into the Engineering group. He reviewed a map of the project area.

Tetra Tech, Inc. was the design engineer with Kiewit Infrastructure under the original design-build contract and would likely stay on board under the new model. Tetra Tech, Inc. had done a lot of good work for SAWS in the past and had done a lot of work on this project as well. He reviewed the project scope for the design contract that included administration and communication to keep the project online and on time. There was a lot of geotechnical work to understand the ground underneath the tank and for the pipeline. Design documents would be drawn up at 75 percent and at 100 percent, and then used to bid out each construction package for the project. There would be about nine different construction bid packages. This contract would also include construction phase services, commissioning and start-up phase services as well as supplemental services.

He discussed the current bid packaging plan that would include packages for the tank site preparation, the ground storage tank at terminus, some civil, process/mechanical, structural, electrical and instrumentation pieces. Some of the pipeline segments would go out in three different bid packages. The Maltsberger tank rehabilitation and Bitters and Maltsberger electrical and valves would be in separate packages as well. Andrea Beymer and her team would come back to the Board over the next month or two to firm up the bid packaging plan. Staff would also pre-purchase equipment to allow items that would take a lot of time to come in so those items would be available as staff works toward January 2020. Additionally, early bid packages would be used to work within a compressed schedule. The earthwork at terminus would be done by the project company, but staff needed to make sure that the individual pieces underneath the tanks and major equipment was graded and the earthwork done appropriately. This would be one of the early bid packages. Another would be the ground storage tank at terminus, which could take up to a year on the schedule. Finally, the Maltsberger tank rehabilitation would be issued to stagger the work at one site.

He reviewed the fees for basic services of the design contract of just under $15 million and supplemental services at a little over $2 million. The supplemental services included the tunnel design as a critical part of the project. The total value of the contract would be $17 million. Staff recommended the ratification of the assignment of the design-build contract of Kiewit Infrastructure and Tetra Tech, Inc., and the award of the new design contract with Tetra Tech, Inc. in the amount not to exceed $17,212,082.00. The Kiewit Infrastructure contract ended on January 20. The ratification of the assignment of the design-build contract of Kiewit Infrastructure and Tetra Tech, Inc. allowed staff to continue to work from the contract end date until the new design contract was awarded so time would not be lost on the project.

Mr. Arrellano made a motion to approve Item 21. Ms. Merritt seconded the motion.

Mayor Nirenberg inquired about the impact of the timeline for construction of the integration project. Mr. Burton replied that the water had to be integrated by April 2020. In January, staff had to make sure there was an ability to start up and commission the process. Bid-build
could take a little bit longer than a design-build process. By reorganizing, staff would make sure the project was still on schedule. Again, the end date was really April 2020, but there were items that were not as critical to have completed by January or even April as part of the project. Staff was staging the project and particular components to make sure that the full volume of water would be integrated by January and certainly by April.

Mayor Nirenberg asked if staff was comfortable with the change in the design of the contract that SAWS would meet all of the obligations under the WTPA. Mr. Burton confirmed. He stated staff was confident that water would be integrated by January and April of 2020.

Mayor Nirenberg inquired about the ratification of the assignment of the design contract with Kiewit Infrastructure that ended on January 20 and Tetra Tech, Inc. performing the duties and responsibilities of that particular contract. He asked if the ratification was the work that had taken place. Mr. Burton confirmed. The original contract had the ability for SAWS to assume the different subcontracts under Kiewit Infrastructure. Staff looked at every one of the contracts to see if there was a need or possibility to assume those contracts. Staff decided to assume the Tetra Tech, Inc. contract for this three-week period or until the Board approved a new contract so that time would not be lost on the design.

Mayor Nirenberg inquired about the construction start time and any concerns about contingencies in terms of increasing construction costs. Mr. Burton responded those could happen. One of the advantages of having a guaranteed maximum price was all of the risks were taken on by the design-build firm. In a bid-build environment, some of the risks were certainly a possibility. Some of the construction will be in a low bid environment and some in a competitive sealed bid environment, but there may be some increase in costs on compressed items.

Mayor Nirenberg asked if there were any modification of the quality of the products to be used from what was expected with no change in process. Mr. Burton stated no. There were certain items that could be changed. Andrea Beymer added that Engineering was looking at maintaining the project and product requirements. Staff would look at pre-purchasing some items ahead of time to make sure there was adequate time to get the items here. Staff was sensitive to that and did not want to compromise on quality whatsoever.

After no further discussion, Item 21 was unanimously approved. Electronic voting.

Developer Customer Contracts

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)
Tracey Lehmann presented Item 22, Utility Service Agreements (USA) for the Briggs Ranch East Tract and the Blackbuck Ranch Phase II Tract. He stated staff would like to pull the request for the USA on the Blackbuck Ranch Phase II Tract. Staff would discuss the USA with the developer and bring the item back at a future meeting.

The Briggs Ranch East Tract was a mixed use development located on the far west side of San Antonio and within SAWS service area. The Briggs Ranch East Tract was 886 acres, and the developer was requesting 2,450 water equivalent dwelling units (EDU) and another 2,180 wastewater EDUs. The development was located within the San Antonio ETJ, was not over the Edwards recharge zone, but was within the five-mile radius of the Lackland Annex. Staff recommended oversizing to include a seven million gallons per day pump station as well as a 24-inch water main. These two projects were included in the impact fee calculations in 2015; therefore, the developer would be eligible for impact fee credits. He reviewed project maps and proposed infrastructure options for the tract.

Staff recommended approval of the USA for the Briggs Ranch East Tract, which included oversizing for the pump station as well as the 24-inch water main. No action was requested on the Blackbuck Ranch Phase II Tract.

Ms. Merritt made a motion to approve Item 22, a USA for the Briggs Ranch East Tract. Mr. Arrellano seconded the motion.

Mayor Nirenberg thanked staff for pulling the USA on the second tract. He asked about the USA for the Briggs Ranch East Tract and if there was any commentary from JBSA. Mr. Lehmann replied that staff submitted information on the tract to JBSA as well as the City’s Office of Military Affairs, but did not hear anything back.

Mayor Nirenberg stated he was comfortable with the infrastructure for the project, but there were a whole lot of other planning elements that would need to be vetted for the purposes of protecting JBSA. He asked that another column or two be added to the matrix to state whether or not a tract was inside the five-mile area of a military base. Mr. Lehmann confirmed.

After no further discussion, Item 22 was unanimously approved. Verbal voting. No action was taken on the USA for the Blackbuck Ranch Phase II Tract.
Water and Sewer Line Improvements

23. A Resolution awarding a professional services contract to Kimley-Horn and Associates, Inc. in an amount not to exceed $2,078,881.00 in connection with the E-16 Wurzbach Parkway Sewer Project at Highway 281.

(ANDREA BEYMER – GAIL HAMRICK-PIGG)

Item 23 was approved as part of the Consent Agenda.

MISCELLANEOUS ITEMS

24. A Resolution awarding a professional services contract to SWCA, Inc. in an amount not to exceed $164,818.22 in connection with the Management & Monitoring of the Anderson Pump Station Karst Preserve Project.

(ANDREA BEYMER – MICHAEL MYERS)

Ms. Beymer presented Item 24, the Management and Monitoring of the Anderson Pump Station Karst Preserve Project. She reviewed the background for the project. In September 2012, TxDOT was in the midst of a project to expand Hwy 151 and Loop 1604 to Alamo Ranch. At the same time, SAWS had a project that crossed Loop 1604. TxDOT found a Bracken Bat Cave Meshweaver spider that stopped everything and had a huge impact to the growth in that area. As a result, TxDOT suspended SAWS work on the adjacent project. She reviewed a map of the project area. TxDOT redesigned their project and changed the underpass to a raised section. Unfortunately, SAWS was dealing with a 48-inch water main so TxDOT directed us to work with U.S. Fish and Wildlife. U.S. Fish and Wildlife stated an Incidental Take Permit would be needed to resume construction.

She discussed SAWS investment of over $13 million of 48-inch pipeline from the Micron facility to the Anderson pump station. There was no way to get around the Karst features and get to the target. It was decided a Habitat Conservation Plan (HCP) was the route to take despite the time it would require. The HCP was required to obtain an Incidental Take Permit under the Endangered Species Act. The water line provided the redundancy for Anderson Pump Station that fed the growing far west side. SAWS also have the Water Resources Integration Pipeline (WRIP) Project that would bring water from the H2Oaks Facility. Phase I was complete. In order to construct Phase 2, an Incidental Take Permit was needed to go through the Karst features. The HCP was prepared under the Endangered Species Act to obtain permits for the incidental taking of threatened endangered species.

SAWS, in coordination with the U.S. Fish and Wildlife, created the Anderson Pump Station Karst Preserve as mitigation for the impacts of incidental take of federally endangered Karst invertebrates. In 1973, the City Water Board had purchased almost 100 acres at Loop 1604 and what was now Hwy 151 for additional facilities. This property was presented to U.S. Fish and Wildlife, and it met the requirements for a Karst Preserve. Discussions began with U.S. Fish and Wildlife in late 2012. In 2013, SAWS hired SWCA Environmental Consultants to develop the plan. In July 2015, the application was submitted. The HCP was approved in November 2017, and the permit was issued in January.

She reviewed the plan requirements that included the Management and Monitoring Plan of
the Karst Preserve Project. The plan would be done on a five-year cycle. The Karst Preserve was perpetual so a new contract would come before the Board every five years. She discussed the consultant’s responsibilities under the contract and the results of the RFP process. SWCA, Inc. was deemed the most qualified firm. Staff recommended the award of a professional services contract to SWCA, Inc., and the approval of funds in the amount not to exceed $164,818.22 for the five-year contract.

Mr. McGee made a motion to approve Item 24. Ms. Merritt seconded the motion.

Mr. McGee inquired about the cost 30 years ago for the 57 acres. Ms. Beymer responded she did not know, but would find out.

Ms. Merritt asked about what happened after the consultant monitored the preserve. Ms. Beymer replied that the plan required SAWS to monitor the patterns of temperature and humidity within the Karst features. If anything changed, then SAWS would work with U.S. Fish and Wildlife on determining the adaptivity of the species.

After no further discussion, Item 24 was unanimously approved. Electronic voting.

25. **BRIEFING SESSION.**

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

Mr. Burton provided an update on the Vista Ridge Project. He reviewed the background for the RFCSP process that was issued for public bid around the 2011 time frame. Initially, the request was for 20,000 acre-feet and grew over time to 50,000 acre-feet by 2020. He reviewed a map of the project area that was one of the fastest growth corridors in the nation, and the wholesale opportunities with other entities along the way. Originally the mindset was to go out and try to sell some wholesale water on a short-term basis, a five-year or ten-year basis, but there was almost no interest for short-term water. Everyone was planning for the future and long-term water supply so there was very little interest in short-term water, and the Vista Ridge price was higher than some of the other projects on the outset due to the risk taken on by the project company.

He reviewed the existing wholesale agreements with various communities such as East Central Special Utility District, City of Elmendorf, and The Oaks Water Supply Corporation. These agreements were based on a take-and-pay volume and were very small agreements. The agreements were also subject to EAA critical period cutbacks. Other regional partnerships were the Schertz-Seguin Local Government Corporation and Western Canyon.

Since the potential to sell some of the Vista Ridge water through wholesale agreements was a policy question, he had prepared six policy questions to gain the Board’s feedback. The first question was whether or not to provide wholesale water to any entity outside of SAWS. He reviewed the abundant supply that would be on hand in 2020. Through the water management planning process, staff determined there was a potential to sell about 15,000 acre-feet. Some would say not to sell the water that would be developed through the project. One of the drawbacks to selling water was it would require more water to be developed to fill gaps in supplies, especially during drought years. Also, long-term contracts would take...
a lot of maintenance. The next question would be how much to sell. The 2017 Water Management Plan had up to 15,000 acre-feet. In the early 2020 time frame, there was anywhere from 2,000 to 5,000 acre-feet that could be available. Obviously, the needs grew further out and everyone needed more water. Several communities had asked for 2,000 acre-feet one year and then 3,000 acre-feet the next year. Groundwater district and other cutbacks also had to be considered because those cutbacks could affect the amount of water available and whether or not the cutbacks would be shared with the partner entities. Sharing those cutbacks with the entity would also create some allies in an event that there were political decisions to be made. One reason not to share in the cutbacks would be the smaller partners could not really afford it in terms of water supply. SAWS was much more able to absorb some cutbacks to a certain level. The next question would be for how long. There was very little interest regionally at a five-year or ten-year scenario as a short-term supply. Everyone wanted permanent or the firm 60 years of the project period. There could be some interest potentially for a shorter term water sharing agreement at a lower cost, which brought up the next question of price. Price was a key issue. SAWS would pay a fixed price of $1,606 for 30 years of Vista Ridge water with the addition of O&M and electrical costs, which was estimated at a little more than $2,000 total. The policy question would be whether to sell the water at price, price plus a premium, or potentially less than the unit cost. There could also be an opportunity to sell water temporarily at a lesser amount or based on a milestone location. This would allow some value during the early years at a certain price and would allow SAWS to get the water back as we grew into it. He reviewed the impact on the average bill if certain amounts of water were sold. The final policy question was SAWS role in growth for other communities. There were sensitive areas such as the recharge and contributing zones that would need to be taken into account. Other conditions such as SAWS conservation goals and other restrictions could be required. Also, there were other water utilities that were not within the city limits and those utilities needed to be on board. Mr. Burton stated there were several other questions, but he wanted to concentrate on the six discussed.

Chairman Guerra commented on being a good neighbor and the discretion of the local groundwater district to decide the amount of water available. The contract was negotiated so that SAWS would pay for the water received. He stated there was a lot for the Board to think about, and he appreciated that staff had prepared information for the Board to consider as we work on it together.

Mr. McGee provided feedback on changing the business model. These were complicated issues with important constituents on all sides. He appreciated the concept of encouraging buyers to adopt SAWS conservation programs. He asked if SAWS had the expertise to develop the plan because it was a complicated issue. Chairman Guerra responded that SAWS had subject matter experts internally and externally that would help with the process.

Mr. McGee encouraged everyone to think about multiple contracts and smaller contracts. If possible, an exchange could be created that could provide the ability to hedge and shift water and still obtain conservation objectives in the process.

Mayor Nirenberg stated there was nothing average about this community in terms of water or climate climatologically. We finally had become a city that could say to its population 50 years from now, you don’t have to be concerned whether or not we will have water, adequate
water supplies for our community. As a city that was an extraordinary responsibility to the rest of the community, to the rest of the region. City Council had talked about the availability of this water on the market for wholesale customers along the route to mitigate the risk of having an abundance of water in the early onset of the contract. He stated he would be in favor of creating those kinds of partnerships. He agreed with Mr. McGee that there was a great opportunity, if not the responsibility, to demonstrate but also further SAWS conservation ethic, and would certainly want to put that condition in the agreements. He discussed cost recovery and the mitigation of risk with these partnerships stipulated that the cost would be borne on other communities and not us subsidizing the growth of our communities. He was glad this would be reviewed with Council as well. The probability that the groundwater conservation district in Burleson and Milam may find a need for this water was a risk and would always be part of this water supply. This risk needed to be somehow borne across the community of partners, whether that's up front or stipulated that should the City of San Antonio, San Antonio Water System need to adjust its water supply from the source, then we would have the ability in the contracts to make adjustments. He stated this was absolutely critical because of the investment in the long-term water supply that there was the ability to adjust the water supply and right of first refusal for the City of San Antonio with regard to ensuring the sustainability of our own water system.

Ms. Merritt inquired about the concerns of members of the community regarding water restrictions once the Vista Ridge Project had been completed. Mr. Burton replied that ultimately it would be a decision of the City of San Antonio, but SAWS had no plans whatsoever in lifting water restrictions. At some point, it might make sense to change the water restrictions to a different model, but certainly have watering restrictions in place in some form or fashion. There had been discussions of either permanent once-a-week watering within San Antonio, but certainly no plans to lift restrictions.

Mr. Arrellano asked the Chairman about the possibility of a Board Task Force to review the wholesale water opportunities. Chairman Guerra replied that would be a consideration along with a subject matter expertise to help along the way.

Mr. Arrellano suggested the consideration of growth in population and business during the discussion on wholesale agreements so the City’s growth was not negatively impacted. Mr. Burton referred to the Water Management Plan and the population growth built into the plan. He discussed the balance of storing and pumping from the ASR, and the model that showed the full volume would be available to meet goals of the plan and still have the 32,000 acre-feet surplus.

Chairman Guerra commented on Ms. Merritt’s concern of lifting restrictions, and stated that would not be in the plan as a Board, as a City, or as a community. He encouraged the team, the City, and leaders to always have restrictions so that we were responsive and responsible citizens of how we use our water.

B. Briefing and deliberation regarding Preliminary 2017 Financial Results and Other Financial Matters

Mary Bailey gave an overview of the preliminary financial results for 2017. Baker Tilly was conducting the annual audit, which was expected to be completed in March. Staff would
bring additional details regarding the financial results at that time. Net position increased by $242 million compared to $213 million in 2016. Operating revenues were $15 million favorable to budget and up $44 million from 2016. Rainfall in 2017 was just below normal at 27 inches and was significantly less than the 44 inches received in 2016. In addition, the number of customers grew about 1.7 percent in 2017, and overall production of water increased 2.7 percent from the 2016 level. Operating expenses before depreciation were approximately $5.4 million favorable to budget, but up about $1.7 million from 2016. Probably one of the largest categories that was favorable to budget was the interest in debt related expense, which was favorable by $22 million and actually decreased $3 million from 2016. SAWS did not issue any new bonds in 2017 for new money to fund capital expenditures. Instead, existing resources were able to fund the capital expenditures. Impact fees and grant revenues were up over the prior year, and capital contributions were $22 million favorable to budget overall.

Overall, equity grew $242 million during the year, while cash & investments remained relatively flat between the two years. Restricted investments that consist of unspent bond proceeds, impacts fees, as well as amounts restricted for operations and debt service actually decreased $78 million, while unrestricted cash and investments increased $74 million. Capital assets increased $169 million or nearly 3.5 percent. However, actual outstanding debt decreased $72 million. The goal was to reduce the expected rate increases that were projected over the coming years as a result of the almost $2 billion capital program forecasted during that period of time.

All of the financial metrics improved during 2017. Debt per customer actually decreased as a result again of the decrease in outstanding debt. Total debt coverage and days cash on hand were probably the two most critical metrics that support SAWS AA+ bond rating. Total debt coverage ratio at the end of the year was very strong at 1.89 times. The target was approximately 1.75. By holding off bond issues in 2017, SAWS was able to exceed that target for the first time. Days cash on hand also increased significantly. This metric compared unrestricted cash and investments to annual operating expenses before depreciation. Unrestricted cash and investments increased $74 million, which served to improve this metric. She indicated these were very strong results and would help to bring down projected rate increases in the future.

Phyllis Garcia reviewed the quarterly investment report as required by the Texas Public Investment Act. At the end of the first quarter, the investment position was $891 million and had not changed from the previous quarter. Earnings totaled $2.7 million, and overall portfolio yield was 1.29 percent. The majority of investments were made in U.S. Agency Securities in the form of coupon notes and discount notes, with remaining funds invested in U.S. Treasury investment pools and money market funds.

She reviewed the investments by issuer. There were a total of nine different issuers. The benchmark of the portfolio was a six-month and one-year treasury. At the end of December, the portfolio was unfavorable to the benchmark, mainly because U.S. Treasury rates continued to increase, while SAWS portfolio was slower to react to changes in interest rates. During the quarter, the six-month Treasury increased 34 basis points, the one-year Treasury increased 45 basis points, and the SAWS portfolio increased 18 basis points. Short-term interest rates continued to rise with increasing interest rates. There was an expectation that
short-term interest rates would continue to increase throughout the year.

As required by the SAWS Investment Policy, all deposits were collateralized as of the end of December. Bank fees continued to be offset by the earnings credit, which at the end of the year was 1.48 percent. Overall, SAWS Investment Portfolio was in compliance with the Investment Policy. All transactions were made in accordance to the investment strategy, and the portfolio was invested in order of priority of legality, safety, liquidity, diversification, and finally, yield.

C. Briefing and deliberation regarding Technology Initiatives to Improve Customer Experience

Sree Pulapaka discussed the technology initiatives undertaken to improve the customer experience in three focus areas. Operational efficiencies revolved around technologies that were primarily concerned with the SCADA system as well as meter reading technology. Another domain to focus on last year was to enhance cyber resilience. In this age there were a lot of attacks through cyber security systems, and staff wanted to ensure that the system and information assets were protected. He stated he would focus the presentation on the third domain, which was improving the customer experience.

In 2017, the technology for virtual hold and call back was rolled out. This technology allowed customer to be able to hang up the phone, and the system would hold the place for that customer and call back when an agent was available. The abandonment rate reduced from 12 percent to about four percent in 2017, and about 377,000 minutes of hold time was saved.

Mr. Rowe inquired about the average hold time per call. Mr. Pulapaka replied the total number of call backs was 22,000 and the minutes of hold time saved was 377,000 so that was about 15 minutes. The system calculated the number of minutes as if the customer had been on the line.

Mr. Pulapaka discussed the roll out of the live chat on the web. This allowed customers who did not want to engage with customer service agents on the telephone to basically log onto the website and chat with a customer service agent during business hours. Live chat also proved to be a well-adopted system. Another roll out in 2017 was the eLocate service, which allowed developers to basically come into SAWS website portal and draw on a map where they were going to dig. The system would look for any buried assets within a buffer zone, and create a ticket automatically for staff to address, if there were buried assets. If there was nothing buried, the system would generate an all clear report. This was a very innovative technology and would be presented at a number of national conferences. Since October 2017, there were about 512 registered users who have about 3,500 requests. This system not only saved time for the customers, the developers and the contractors, but also on the back end with the SAWS employee who did not have a manual process.

In 2017, an online portal, sewer.saws.org, was rolled out that allows customers to look at sewer construction projects happening around the city by clicking on the map or by zooming into an address or a neighborhood location. The customer would have access to a number of details on a project, including when construction would start, anticipated timeline of the
construction, and budget amount. The portal would also give the customer a way to interact with SAWS employees through email as well as a contact phone number in case more information was needed. Another online portal, water.saws.org, would be rolled out next and provide the same information on water projects. In conjunction with Conservation, an online plant database was rolled out to aid conservation efforts. He also discussed the Automated Metering Project and the Automated Metering Infrastructure initiative. A consultant was hired to come in and do a business case, which was currently underway.

In 2018, staff wanted to understand a lot more about customers through information gathered from Conservation, the Call Center, social media, the Affordability Program, etc. This would help agents understand the customer better and provide better customer service. He played a view that demonstrated the new customer portal that was in the alpha testing stage and would launch in another month or two. This portal would replace the existing customer portal that was done in 2003.

Mr. Rowe inquired about the average wait time for customers compared to the last two years. Mr. Pulapaka replied that he would get that information and get back to Mr. Rowe.

Mayor Nirenberg asked staff to make sure that customer service was taken to the next level with the system, but not dependent on the technology because there may be customer who would not have access to the system. He commented on the business case for automated meter reading, and hoped the consultant was taking a serious look at how SAWS could piggyback or co-locate in areas with CPS Energy. Mr. Puente responded that staff was in active communication with CPS Energy.

26. President/Chief Executive Officer’s Report.

A. Briefing and deliberation regarding Proposed Revisions to the Purchasing & Contracting Policy

Mr. Puente commented on the continuing effort to maximize what staff does and try to do more with less. Since 2007, the CIP budget grew over 50 percent and contracting dollars grew over 40 percent, but contracting staff has been reduced by 20 percent. He introduced Philip Campos, who would provide information on potential changes to contracting policies.

Mr. Campos provided a briefing on proposed changes for the Purchasing and Contracting Policy. He collaborated with Yvonne Torres, Purchasing Director, and worked with Michael Graef in Communications on the presentation. The current Purchasing and Contracting Policy was last amended in 2007. The policy provided the framework for SAWS various procurements of goods and services, construction services, and professional services, and ensured procurements were in compliance with the various laws, rules and regulations. Staff proposed some changes to the policy that would provide opportunities for operational improvements and staff efficiencies. In addition, these changes would benefit the small contractors by awarding small contracts faster, closing contracts, and releasing final payments to contractors in a more expedited manner. Internally, the changes would provide benefits by accomplishing quicker delivery of goods and services to the organization, while optimizing the staff size in various departments due to increased workloads.
The proposed changes included raising the Board approval thresholds for contracts and professional service amendments, authorizing staff to approve recapitulation change orders for closing construction contracts, authorizing the President/CEO to approve the selection criteria for alternative delivery construction projects on a case-by-case basis, and finally, incorporates the latest statutory changes into the policy, as well as standardizing the terms and improving the general flow of the current policy. He reviewed some highlights described by Mr. Puente of increases to the workload since the last amendment.

The first proposed change was the Board approval thresholds. The approval amendments for threshold limits were not defined in State statute. Currently, contracts over $50,000 and professional service contract amendments in any amount were brought for Board consideration. Staff suggested bringing to the Board only items exceeding $100,000 to include professional service amendments, and delegating to the President/CEO the approval for items up to $100,000. He reviewed other municipal entities approval limits and different exceptions for each entity. He also discussed the number of purchasing and contracting items taken for Board consideration during the period 2015 through 2017. On average, the proposed change would allow the President/CEO to approve approximately 67 additional purchasing items and 16 additional contracting items each year. He pointed out the items on the agenda that would be authorized by the President/CEO other than coming to the Board with the proposed changes. To address transparency considerations, all procurements would follow the required rules and regulations, and staff would provide the Board with an annual report of contracts awarded greater than $50,000 that were not previously presented to the Board. Staff would also seek re-delegation of the raised approval thresholds each year.

The next proposed change dealt with construction project recapitulation or recap change orders. The recap reconciled final quantities actually installed in a construction contract. The important thing to note was the recap did not approve additional monies. Currently, an agenda item was prepared for each recap that returned funds in excess of $100,000 and these items appeared on the Consent Agenda. An operational efficiency could be gained by allowing staff to administratively approve recap change orders. This proposed change would result in a reduction of staff’s time preparing the items and closing construction projects quicker, thus, releasing the final payment quicker for the benefit of contractors. Over the last 36 months, 44 recaps returning funds have been presented for Board consideration.

Staff was also proposing more flexibility for alternative delivery construction procurements based on the needs of each individual project. The select criteria would be developed by the user department and would be developed on such factors as the scope of the project and the time constraints for project completion. Staff’s recommendation would be submitted for consideration to the President/CEO with key drivers for the recommended selection criteria and the weighted value for each criteria before the solicitation was issued.

He summarized the benefits of the proposed changes, and asked for feedback from the Board to determine next steps. Staff would work on the amendment based on the feedback and return to the Board for consideration on any policy changes.

Mr. Rowe inquired about the number of items that were less than $100,000 and greater than $50,000. Mr. Campos referenced the table on slide eight. Under 2015, there were 63 items presented to the Board that were above $50,000 and less than $100,000. The table also gave...
the same breakdown for 2016 and 2017.

Mayor Nirenberg commented on the contract approval for CPS Energy and did not think that was a good standard to compare. He stated he was hesitant to change the contract procurement level past the level for the City of San Antonio knowing that most of those contracts came through the Consent Agenda. Mr. Campos replied that the City of San Antonio met three times a month, whereas SAWS met one time a month. If there was something that was needed right away, staff could wait anywhere from 45 to 60 days to get a contract approved.

Mayor Nirenberg stated he understand the difference and asked when the item would come back to the Board for action. Mr. Puente responded that the item had not been scheduled. Staff wanted to get some feedback, and then, give advance notice of when the item would be on the agenda.

Ms. Jasso commented that she liked to see the change orders. If this was going to change, she asked that the Board receive a summary, either quarterly or maybe at the Audit Committee. Mr. Arrellano agreed with Ms. Jasso on the change orders, since he was reviewing the ones that may pertain to District 4.

Mr. Puente commented on the SA to DC trip. Trustees Arrellano, Jasso, and Rowe attended as well as the Mayor. Collectively, SAWS got the attention of our delegation and even outside delegation. For example, William Hurd was going to be at Mitchell Lake this coming Saturday so he could see the issues firsthand. The Trustees’ participation was very helpful, and gave credence to the group in front of the delegation members.

Ms. Jasso stated she appreciated being able to talk to the congressmen about SAWS issues.

Mayor Nirenberg added that City Council was non-negotiable as it related to protecting the Missions and preventing a negative impact at BRAC. JBSA was very appreciative of the work that SAWS had done to provide water redundancy to the bases.

Mr. Rowe commented that Mr. Puente was particularly effective with several of the congressmen.

Chairman Guerra thanked the Trustees for representing SAWS in D.C.

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

None

At this point in the meeting, an Executive Session was held. The time was 11:34 a.m.

28. **The Regular Session of the February 6, 2018, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071 and §551.074 of the Texas Open Meetings Act.**
29. **EXECUTIVE SESSION.**
   
   A. 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.

30. The Regular Session of the Regular Board Meeting of February 6, 2018, is hereby reconvened.

   The meeting reconvened at 12:34 p.m. The Chairman stated that no decisions were made in Executive Session.

31. **Adjournment.** THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF FEBRUARY 6, 2018, IS HEREBY ADJOURNED.

   The San Antonio Water System Board of Trustees Meeting of February 6, 2018, adjourned at 12:34 p.m.

   __________________________________________
   Berto Guerra, Jr., Chairman

   ATTEST:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Contracts</th>
<th>Estimated Amount (SMWB)</th>
<th>SMWB Purchasing Contracts (percentage)</th>
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</thead>
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<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>3</td>
<td>1,005,029.68</td>
<td>14.29%</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
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<td>993,701.37</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Contracts</th>
<th>Estimated Amount (SMWB)</th>
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<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>3</td>
<td>1,005,029.68</td>
<td>3</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>4</td>
<td>993,701.37</td>
<td>17</td>
</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)  
14.29%  
15.14%  
5.00%  
4.86%

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 PROCUREMENT OF 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 3rd day of April, 2018

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Secretary
Award of New One Time Purchases of Materials, Equipment or Services

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

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>ESTIMATED TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Gillette Air Conditioning Co., Inc.</td>
<td>Purchase, Installation and Warranty for Replacement of Chillers in Tower 1 &amp; 2 at SAWS Headquarters Bid No. 18-18000</td>
<td>Option 1</td>
<td>$364,342.00</td>
<td>This is a one time purchase, installation and warranty for replacement of chillers in Tower 1 &amp; 2 at SAWS Headquarters. These chillers will replace existing inefficient system that requires constant repairs.</td>
</tr>
<tr>
<td>2. JTS, Inc.</td>
<td>Purchase of Cambium Equipment and Warranty for Broadband Optimization Bid No. 18-18016</td>
<td>All</td>
<td>$284,550.40</td>
<td>This is a one time purchase of Cambium equipment as part of our Broadband Optimization project. This equipment will be used to install sixteen new microwave communication links between SAWS water tanks and towers to increase our outdoor wireless network coverage and reliability.</td>
</tr>
<tr>
<td>3. ASCO, L.P.</td>
<td>One Time Purchase of Compact Track Loader, Mobile Light Towers, Excavator Steel Tracks, Excavator Bolt on Rubber Tracks and Heavy Duty Backhoe (BuyBoard 515-16) Bid No. 18-18035</td>
<td>All</td>
<td>$356,137.28</td>
<td>This Compact Track Loader, Mobile Light Towers, Excavator Steel Tracks, Excavator with Bolt on Rubber Trackers and the 4x4 Extend-A-Boom Backhoe are a part of the 2018 equipment replacement program and will be assigned to System locations. The 4x4 Extend-A-Boom Backhoe will be utilized by the Construction Department to assist SAWS employees in performing their daily duties and job obligations in tight, remote areas that require a heavy-duty 4x4 backhoe. These units are being purchased through the Local Government Purchasing Cooperative (BuyBoard).</td>
</tr>
</tbody>
</table>

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

Board Date: April 3, 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. Kinloch Equipment &amp; Supply, Inc.</td>
<td>Annual Contract for Sewer Maintenance Parts &amp; Services Bid No. 18-0159</td>
<td>All</td>
<td>$371,565.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>This is a new contract. This contract will be utilized by System to update and repair sewer pressure cleaners and vacuum sewer vehicles. This contract will be effective Date of Award (April 3, 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 option to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

**DIRECTOR Comments**

SAWS Sewer Trucks are equipped with Vactor Equipment and parts and services are needed to maintain equipment. This contract is for replacement parts and for the services to repair equipment as needed. Kinloch Equipment & Supply is the only dealer in this area. Recommend award.

| 2. Grande Ford Truck Sales, Inc. | Annual Contract for GMC, Chevrolet, Cummins Truck Parts and Service Bid No. 18-0308 | All | $142,000.00 |
|                                  |                                         |        |              | This is new contract. This contract will be utilized by System for the purchase of parts and services for Medium and Heavy Duty GMC, Chevrolet Trucks and Caterpillar and Cummins engines. This contract will be effective Date of Award (April 3, 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 option to extend as provided for, and approved for in future years budgets. |

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

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<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Santex Truck Centers, Ltd.</td>
<td>Annual Contract for Navistar International Corporation Truck Parts &amp; Service Bid No. 18-0362</td>
<td>All</td>
<td>$177,563.57</td>
</tr>
</tbody>
</table>

DIRECTOR Comments

The bid was issued to nine vendors and only two bids were received. One bidder was not a factory authorized reseller, therefore bid was deemed non-responsive. Grande Truck Center is a factory authorized reseller and meets all requirements of the bid. Recommend award.

This is new contract. This contract will be utilized by System for the purchase of parts and services for Navistar International Trucks. This contract will be effective Date of Award (April 3, 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 option to extend as provided for, and approved for in future years budgets.

DIRECTOR Comments

SAWS owns Navistar International Trucks and parts and services are needed to maintain trucks. This contract is for replacement parts and for the services to repair equipment as needed. SAWS did receive two bids, however, 1 bidder was not an authorized dealer for Navistar Parts and Service. Santex Truck Center is the only Navistar dealer in this area. Recommend award.

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Board Date: April 3, 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.

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<tr>
<th>VENDOR</th>
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<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Olympia Landscape Development, Inc. (MBE)</td>
<td>Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties Bid No. 18-14007</td>
<td>All</td>
<td>$ 302,572.00</td>
<td>This is a new contract. This contract will be utilized by System for the services of a landscaping and lawn maintenance Contractor to perform routine and non-routine services at 125 SAWS escort properties, which includes 270.04 acres in San Antonio and surrounding areas. This contract will be effective Date of Award (April 3, 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 option to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

$ 993,701.37

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.*
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
TABULATION OF BIDS

PROPOSAL:
Purchase Installation and Warranty for Replacement Chillers in Tower 1 & 2 at SAWS Headquarters

FOR:

TIME & DATE:
3:00 p.m., February 8, 2018

ITEM NO. DESCRIPTION AND APPROXIMATE QUANTITY

OPTION 1: Replacement of both the 300 Ton Administration Building Chiller and the 215 Ton Customer Service Building Chiller

1. Removal and disposal of 300 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   12,000.00 12,000.00
   4,250.00 4,250.00
   12,000.00 12,000.00
   8,755.00 8,755.00
   10,073.00 10,073.00
   114,500.00 114,500.00
   16,645.00 16,645.00
   20,030.38

   2. Installation of new 300 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   186,752.00 186,752.00
   200,192.00 200,192.00
   191,437.00 191,437.00
   204,900.00 204,900.00
   197,946.00 197,946.00
   154,500.00 154,500.00
   3,000.00 3,000.00
   228,228.80

   3. Removal and disposal of 215 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   12,000.00 12,000.00
   4,250.00 4,250.00
   12,000.00 12,000.00
   8,755.00 8,755.00
   10,073.00 10,073.00
   86,187.00 86,187.00
   13,900.00 13,900.00
   16,859.82

   4. Installation of new 215 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   142,090.00 142,090.00
   151,105.00 151,105.00
   141,360.00 141,360.00
   146,830.00 146,830.00
   160,986.00 160,986.00
   86,187.00 86,187.00
   162,700.00 162,700.00
   177,783.82

   5. Building Management System Integration Module
   UNIT PRICE TOTAL
   1,500.00 1,500.00
   13,500.00 13,500.00
   1,600.00 1,600.00
   1,000.00 1,000.00
   1,550.00 1,550.00
   1,247.00 1,247.00
   1,687.50

   6. Factory Supervised Start Up on Site for a Minimum of Five Working Days
   UNIT PRICE TOTAL
   Included 0.00 Included
   7,600.00 7,600.00
   Included 2,296.00 Included
   10,120.00 10,120.00
   6,750.00

   7. 9 hours maintenance and operation training performed by a Factory Authorized Technician
   UNIT PRICE TOTAL
   Included 0.00 Included
   1,020.00 1,020.00
   1,020.00 1,020.00
   2,040.00 2,040.00
   3,375.00

   **TOTAL OPTION 1**
   UNIT PRICE TOTAL
   356,842.00 356,842.00
   362,997.00 362,997.00
   360,797.00 360,797.00
   380,360.00 380,360.00
   383,203.00 383,203.00
   407,164.00 407,164.00
   456,402.82

   8. Optional additional three year extended warranty
   UNIT PRICE TOTAL
   Included 0.00 Included
   7,500.00 7,500.00
   12,505.00 12,505.00
   16,254.00 16,254.00
   14,381.00 14,381.00
   12,505.00 12,505.00
   26,000.00

**OPTION 2: Replacement of the 300 Ton Administration Building Chiller**

1. Removal and disposal of 300 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   12,000.00 12,000.00
   4,250.00 4,250.00
   12,000.00 12,000.00
   8,755.00 8,755.00
   11,101.00 11,101.00
   108,597.00 108,597.00
   16,645.00 16,645.00
   20,030.38

   2. Installation of new 300 Ton Chiller and all appurtenances
   UNIT PRICE TOTAL
   186,752.00 186,752.00
   200,192.00 200,192.00
   191,437.00 191,437.00
   204,900.00 204,900.00
   201,834.00 201,834.00
   108,597.00 108,597.00
   199,000.00 199,000.00
   228,228.80

   3. Building Management System Integration Module
   UNIT PRICE TOTAL
   1,500.00 1,500.00
   1,350.00 1,350.00
   1,600.00 1,600.00
   2,000.00 2,000.00
   1,550.00 1,550.00
   1,247.00 1,247.00
   1,687.50

**TOTAL OPTION 1 WITH EXTENDED WARRANTY**

UNIT PRICE TOTAL
356,842.00 356,842.00
375,502.00 375,502.00
377,051.00 377,051.00
380,360.00 380,360.00
397,584.00 397,584.00
419,669.00 419,669.00
422,265.00 422,265.00
482,402.82
F281-629 (Rev. 5/92)

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

TABULATION OF BIDS

Purchase Installation and Warranty for Replacement Chillers in Tower 1 & 2 at SAWS Headquarters

3:00 p.m., February 8, 2018

<table>
<thead>
<tr>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Factory Supervised Start Up on Site for a Minimum of five working days</td>
<td>Included</td>
<td>3,800.00</td>
</tr>
<tr>
<td>5. 8 hours maintenance and operation overview training performed by a Factory Authorized Technician</td>
<td>Included</td>
<td>500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL OPTION 2</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>201,252.00</td>
<td>206,292.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL OPTION 2 WITH EXTENDED WARRANTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>207,252.00</td>
<td>213,347.00</td>
</tr>
</tbody>
</table>

Terms
2% Net 1% Net 1% Net 1% Net 1% Net 1% Net 1% Net 1% Net

Delivery Days
180 days 90 days 91 days 120 days 120 days 120 days 210 days 112 days

*LOW BIDDER

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

AAON Products
Accuaire
Accurite
Accumen Enterprises, Inc.
Air Cantu
Air Kon
Air Stream
Amcon Controls, Inc.
Arctichill
Bexar Air
Beyer Boys
Beyer Mechanical
Comfort Air Engineering
Gillette Air Conditioning Co. Inc.
Hot Rod Mechanical, Inc.
HTS Texas
Johnson Controls
L.C. Mosel Co.
Mammoth
Multistack
Perry Mechanical Systems
R.E.C. Industries, Inc.
Rainbow
Service Mechanical Group
Smartrd
Stream Services
Texas Air Systems
Texas Chiller Systems, LLC
Texas Equipment Solutions
Tezel & Cotter
Trane
Way Engineering

Demandstar
SAWS Website
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**Purchase of Cambium Equipment and Warranty for Broadband Optimization**

**Period of Performance:** 04/06/2018

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gigabit Surge Suppressor (56V)</td>
<td>$88.88</td>
<td>$88.88</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 6GHz, Tr252A, Ch1W4, Hi, 6179.415-6304.015MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>$2,800.00</td>
<td>$2,802.00</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 6GHz, Tr252A, Ch1W4, Lo, 5927.375-6051.975MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>$2,800.00</td>
<td>$2,821.00</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 11GHz, Tr500, Ch1W6, Lo, 10695-10955MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>$3,400.00</td>
<td>$3,425.50</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 11GHz, Tr500, Ch1W6, Hi, 11185-11485MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>$3,400.00</td>
<td>$3,425.50</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 11GHz, Tr500, Ch7W13, Lo, 10915-11207MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 ea.</td>
<td>$3,400.00</td>
<td>$3,425.50</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 11GHz, Tr500, Ch7W13, Hi, 11425-11725MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>$3,400.00</td>
<td>$3,425.50</td>
</tr>
</tbody>
</table>

**PTP 8205 Radio 23GHz, Tr1200/1232, ChHigh, Lo, 21780-22400MHz**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>48 ea.</td>
<td>$4,780.00</td>
<td>$4,815.85</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 650M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 ea.</td>
<td>$1,088.00</td>
<td>$1,096.16</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 ea.</td>
<td>$1,088.00</td>
<td>$1,096.16</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - MC-ABC, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 ea.</td>
<td>$280.00</td>
<td>$282.10</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - XPIC, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 ea.</td>
<td>$184.00</td>
<td>$185.38</td>
</tr>
</tbody>
</table>

**PTP 8205 GBE Connector_kit**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 ea.</td>
<td>$20.80</td>
<td>$20.96</td>
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</table>

**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
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<th>Total</th>
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<tbody>
<tr>
<td>12 ea.</td>
<td>$1,088.00</td>
<td>$1,096.16</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 650M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>23 ea.</td>
<td>$998.40</td>
<td>$1,006.08</td>
</tr>
</tbody>
</table>

**PTP 8205 PoE Injector all outdoor, redundant DC input, +24VDC support**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 ea.</td>
<td>$2,400.00</td>
<td>$2,418.00</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - 2nd Core Activation**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 ea.</td>
<td>$1,900.00</td>
<td>$1,914.25</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>34 ea.</td>
<td>$58,800.00</td>
<td>$59,241.00</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 650M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 ea.</td>
<td>$58,800.00</td>
<td>$59,241.00</td>
</tr>
</tbody>
</table>

**PTP 8205 PoE Injector all outdoor, redundant DC input, +24VDC support**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 ea.</td>
<td>$2,400.00</td>
<td>$2,418.00</td>
</tr>
</tbody>
</table>

**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>34 ea.</td>
<td>$58,800.00</td>
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</table>

**PTP 8205 Act.Key - Capacity 650M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
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<tbody>
<tr>
<td>20 ea.</td>
<td>$58,800.00</td>
<td>$59,241.00</td>
</tr>
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</table>

**PTP 8205 PoE Injector all outdoor, redundant DC input, +24VDC support**

<table>
<thead>
<tr>
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**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
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<table>
<thead>
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**PTP 8205 PoE Injector all outdoor, redundant DC input, +24VDC support**

<table>
<thead>
<tr>
<th>Unit</th>
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<tbody>
<tr>
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**PTP 8205 Act.Key - Capacity 500M with ACM Enabled, per Tx Chan**

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**PTP 8205 Act.Key - Capacity 650M with ACM Enabled, per Tx Chan**

<table>
<thead>
<tr>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>20 ea.</td>
<td>$58,800.00</td>
<td>$59,241.00</td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM
### P. O. BOX 2449
### SAN ANTONIO, TEXAS 78298-2449
#### TABULATION OF BIDS

**Purchase of Cambium Equipment and Warranty for Broadband Optimization**

**Date:** 3:00 p.m., February 21, 2018

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description and Approximate Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>25</td>
<td>48 ea. PTP 820 GROUND CABLE FOR IDU and ODU</td>
<td>12.80</td>
<td>614.40</td>
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<td></td>
<td>Part No.: N090082L116A</td>
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<td></td>
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<tr>
<td>26</td>
<td>2 ea. PTP 820 Andrew Valuline Antenna Convert kit, 6GHz</td>
<td>1.01</td>
<td>351.75</td>
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<td></td>
<td>Part No.: N060082L004A</td>
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<tr>
<td>27</td>
<td>26 ea. PTP 820 2' ANT,SP,11GHz,RFU-C TYPE&amp;Std UBR100 - Andrew</td>
<td>440.00</td>
<td>11,440.00</td>
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<td></td>
<td>Part No.: N110082D073A</td>
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<td>28</td>
<td>4 ea. PTP 820 3' ANT,SP,11GHz,RFU-C TYPE&amp;Std UBR100 - Andrew</td>
<td>1,040.00</td>
<td>4,160.00</td>
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<td>Part No.: N110082D073A</td>
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<td>29</td>
<td>14 ea. PTP 820 Andrew Valuline Antenna Convert Kit, 11GHz</td>
<td>1.00</td>
<td>1,040.00</td>
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<td></td>
<td>Part No.: N110082L003A</td>
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<tr>
<td>30</td>
<td>2 ea. PTP 820C OMT KIT 10-11GHz</td>
<td>792.00</td>
<td>1,584.00</td>
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<td></td>
<td>Part No.: N110082L082A</td>
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<tr>
<td>31</td>
<td>2 ea. PTP 820 RFU-C 10-11GHz OMT Interface-Andrew</td>
<td>100.00</td>
<td>200.00</td>
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<td></td>
<td>Part No.: N11082L092A</td>
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<tr>
<td>32</td>
<td>2 ea. PTP 820 1' ANT,SP,23GHz,RFU-C TYPE&amp;Std UBR220 - Andrew</td>
<td>364.80</td>
<td>729.60</td>
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<td></td>
<td>Part No.: N230082D021A</td>
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<tr>
<td>33</td>
<td>2 ea. PTP 820C OMT KIT 23GHz</td>
<td>792.00</td>
<td>1,584.00</td>
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<tr>
<td></td>
<td>Part No.: N230082L034A</td>
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<td>34</td>
<td>3 ea. PTP 820 RFU-C 23GHz OMT Interface-Andrew</td>
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<td>300.00</td>
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<td></td>
<td>Part No.: N230082L039A</td>
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<tr>
<td>35</td>
<td>44 ea. PTP 820S (End Only) Extended Warranty, 2 Yr, include first year</td>
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<td>44.44</td>
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<tr>
<td></td>
<td>Part No.: EW-E2PT820S-WW</td>
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<tr>
<td>36</td>
<td>8 ea. PTP 820C (End Only) Extended Warranty, 2 Yr, include first year</td>
<td>1.01</td>
<td>4.04</td>
</tr>
<tr>
<td></td>
<td>Part No.: EW-E2PT820C-WW</td>
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</table>

**TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>284,558.40</td>
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</tbody>
</table>

**Terms**

- Net 30 days
- Delivery Days 60 days
- *LOW BIDDER*
This is a new one-time purchase awarded utilizing the Local Government Purchasing Cooperative, or BuyBoard #515-16. This purchase will be for one Case TV380 Compact Track Loader, two Mobile Light Towers, one Tracked Excavator, one Tracked Excavator with Rubber Tracks and one Heavy Duty Extendahoe (Backhoe).

The Local Government Purchasing Cooperative solicited Request for Proposals (RFP) to include the purchase of various types of Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment. Specifically, the RFP stated "Because individual members require different equipment, supplies, and/ or services, the Proposal Invitation was a request for a discount off of catalog or price list for supplies, materials and equipment, and an hourly not-to-exceed rate for labor.” The contract allows for purchases to be made by a Cooperative member at any time during the contract term of December 1, 2016 through November 30, 2019. Awarded vendors had to be approved by the manufacturer to sell, install, and service the brand of equipment submitted, and had to support this with an approval letter from each manufacturer. ASCO provided discounts between 15 – 22% and additional one time discounts from $2,250.00 and $33,164.75. The prices received are as follows:

<table>
<thead>
<tr>
<th>Item 1. Compact Track Loader - Case TV380 Open ROPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Base Price</td>
</tr>
<tr>
<td>II. Base Bid Options (Itemized Below)</td>
</tr>
<tr>
<td>Performance Package</td>
</tr>
<tr>
<td>2 Speed E-H (pilot controls)</td>
</tr>
<tr>
<td>Vinyl Suspension Seat</td>
</tr>
<tr>
<td>Heavy Duty Front Lights</td>
</tr>
<tr>
<td>Heavy Duty Rear Door</td>
</tr>
<tr>
<td>Manual Coupler</td>
</tr>
<tr>
<td>84” Bucket</td>
</tr>
<tr>
<td>Undercarriage hose covers</td>
</tr>
<tr>
<td>Rotating Beacon</td>
</tr>
<tr>
<td>Rear View mirror</td>
</tr>
<tr>
<td>EJ Ward System</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
</tr>
<tr>
<td>III. SUB-TOTAL OF I &amp; II</td>
</tr>
<tr>
<td>Options List Price Total</td>
</tr>
<tr>
<td>IV. BuyBoard Discount 19%</td>
</tr>
<tr>
<td>BUYBOARD CONTRACT PRICE</td>
</tr>
<tr>
<td>V. QUANTITY ORDERED UNITS</td>
</tr>
<tr>
<td>$ 76,724.01</td>
</tr>
<tr>
<td>VI. TRADE-IN OR OTHER CREDITS</td>
</tr>
<tr>
<td>One Time ASCO Discount</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>
**Item 2 – Generac mobile light tower MLT3060MV**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Base Price</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>II. Base Bid Options (Itemized Below)</td>
<td></td>
</tr>
<tr>
<td>EJ Ward System included</td>
<td></td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$</td>
</tr>
<tr>
<td>III. SUB-TOTAL OF I &amp; II</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>IV. BuyBoard Discount 15%</td>
<td>$2,250.00</td>
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<tr>
<td>V. QUANTITY ORDERED UNITS</td>
<td>2</td>
</tr>
<tr>
<td>VI. TRADE-IN OR OTHER CREDITS</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>Options List Price Total</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$23,250.00</td>
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</table>

**Item 3. Tracked Excavator - Case CX80C Excavator**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Base Price</td>
<td>$139,704.00</td>
</tr>
<tr>
<td>II. Base Bid Options (Itemized Below)</td>
<td></td>
</tr>
<tr>
<td>Multi-Function Wet Kit</td>
<td>$7,342.00</td>
</tr>
<tr>
<td>24” WR Bucket included</td>
<td></td>
</tr>
<tr>
<td>Manuals, stickers, slow moving sign</td>
<td>included</td>
</tr>
<tr>
<td>Beacon</td>
<td>included</td>
</tr>
<tr>
<td>12” WR bkt</td>
<td>included</td>
</tr>
<tr>
<td>18” WR bkt</td>
<td>included</td>
</tr>
<tr>
<td>WR quick coupler</td>
<td>included</td>
</tr>
<tr>
<td>EJ Ward System</td>
<td>included</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$7,342.00</td>
</tr>
<tr>
<td>III. SUB-TOTAL OF I &amp; II</td>
<td>$147,046.00</td>
</tr>
<tr>
<td>IV. BuyBoard Discount 19%</td>
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</tr>
<tr>
<td>V. QUANTITY ORDERED UNITS</td>
<td>1</td>
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<tr>
<td>VI. TRADE-IN OR OTHER CREDITS</td>
<td>$28,507</td>
</tr>
<tr>
<td>One Time ASCO Discount</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$90,600.26</td>
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</tbody>
</table>
### Item 4. Tracked Excavator - Case CX80C Excavator

<table>
<thead>
<tr>
<th>I. Base Price</th>
<th></th>
<th>$139,704.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>II. Base Bid Options (Itemized Below)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Function Wet Kit</td>
<td>$7,342.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; WR Bucket</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>Manuals, stickers, slow moving sign</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>Beacon</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>12&quot; WR bkt</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>18&quot; WR bkt</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>WR quick coupler</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>EJ Ward System</td>
<td>included</td>
<td></td>
</tr>
<tr>
<td>Bolt On Rubber Tracks</td>
<td>$6,787.00</td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>$7,342.00</td>
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<thead>
<tr>
<th>III. SUB-TOTAL OF I &amp; II</th>
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<th>$14,129.00</th>
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</table>

<table>
<thead>
<tr>
<th>IV. BuyBoard Discount 19%</th>
<th>$29,228.27</th>
<th>BUYBOARD CONTRACT PRICE</th>
<th>$124,604.73</th>
</tr>
</thead>
</table>

| V. QUANTITY ORDERD UNITS | 1 | |

| VI. TRADE-IN OR OTHER CREDITS | \$27,217.73 | One Time ASCO Discount | \$-27,217.73 |

| **TOTAL** | \$97,387.00 | |

### New Case 580 Super N 4 WD Extendahoe

<table>
<thead>
<tr>
<th>I. Base Price</th>
<th></th>
<th>$129,606.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>II. Base Bid Options (Itemized Below)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Rops</td>
<td>Included</td>
<td>Heavy Front Counterweight</td>
</tr>
<tr>
<td>12x16.5 10PR front tires</td>
<td>Included</td>
<td>Pilot controls with power lift</td>
</tr>
<tr>
<td>Mechanical vinyl suspension seat</td>
<td>Included</td>
<td>Flip over stabilizer pads</td>
</tr>
<tr>
<td>4 WD shaft guard</td>
<td>Included</td>
<td>Aux Hydraulics</td>
</tr>
<tr>
<td>18&quot; bucked</td>
<td>Included</td>
<td>82&quot; Heavy duty front loader bkt w/ cutting edge</td>
</tr>
<tr>
<td>24&quot; bucket</td>
<td>Included</td>
<td>Battery/ disconnect jump start</td>
</tr>
<tr>
<td>EJ Ward</td>
<td>Included</td>
<td>Auto protect shutdown</td>
</tr>
<tr>
<td>Manuals, stickers, slow moving sign</td>
<td>Included</td>
<td>Gripper teeth extension</td>
</tr>
<tr>
<td>6&quot; mounted fan</td>
<td>Included</td>
<td>Locking DEF/ Cover</td>
</tr>
<tr>
<td>19.5Lx24 rear tires</td>
<td>$398.00</td>
<td>Auto Ride Control</td>
</tr>
<tr>
<td>Extendahoe</td>
<td>$7,566.00</td>
<td>Tool Box</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td>$7,566.00</td>
<td><strong>SUB-TOTAL</strong></td>
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<table>
<thead>
<tr>
<th>III. SUB-TOTAL OF I &amp; II</th>
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<th>$149,142.00</th>
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<table>
<thead>
<tr>
<th>IV. BuyBoard Discount 22%</th>
<th>$32,811.24</th>
<th>BUYBOARD CONTRACT PRICE</th>
<th>$116,330.76</th>
</tr>
</thead>
</table>

| V. QUANTITY ORDERD UNITS | 1 | |

| VI. TRADE-IN OR OTHER CREDITS | \$27,380.76 One Time ASCO Discount | \$-27,380.76 |

| **TOTAL** | \$88,950.00 | |

The total for this purchase is \$356,137.28.
**SAN ANTONIO WATER SYSTEM**

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>CAPTIVE AND COMPETITIVE VACTOR PARTS CATALOG PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Percent of discount offered 0%</td>
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<tr>
<td></td>
<td></td>
<td>Product identification (Mfg.) Vactor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type price schedule (dealer, jobber, etc.) Dealer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price schedule number N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date of price schedule 1/29/18</td>
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<tr>
<td></td>
<td></td>
<td>Price schedule column on which discount based (i.e., distributor, net, wholesale) N/A</td>
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<tr>
<td></td>
<td></td>
<td>List Cost for Parts 100,000 100,000.00</td>
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<tr>
<td></td>
<td></td>
<td>Discount off Price List 0%</td>
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<tr>
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<td>Multiplier for Discount N/A</td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL ITEM 1</strong> <strong>UNIT PRICE TOTAL</strong></td>
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<tr>
<td>ITEM 2</td>
<td>INDIVIDUAL PARTS</td>
<td><strong>UNIT PRICE TOTAL</strong></td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>UNIT PRICE TOTAL</strong></td>
</tr>
</tbody>
</table>

**10 ea.**

Throttle Electronic, Vactor, Mfr. # VA-46985P, SAWS #34005

**10 ea.**

Pigtail Electronic Throttle, Vactor, Mfr. # VA-46985PA, SAWS #34006

**20 ea.**

Bearing Hose Reel, Vactor, Mfr. # VA-45548H, SAWS #31269

**15 ea.**

Screen 3 inch, Vactor, Mfr. # 41280, SAWS #31271

**5 ea.**

Check Valve Intake 3 inch, Vactor, Mfr. # 29385, SAWS #31272

**5 ea.**

Gasket for Intake Valve, Vactor, Mfr. # 29674, SAWS #31273

**5 ea.**

Check Valve 3 Inch Exhaust, Vactor, Mfr. # 29384D, SAWS #31274

**5 ea.**

Gasket for Exhaust Valve, Vactor, Mfr. # 29640, SAWS #31275

**10 ea.**

Stop Block Tooth, Vactor, Mfr. #61297D, SAWS #31270
## SAN ANTONIO WATER SYSTEM

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

### PROPOSAL

**FOR**  
Equipment Parts & Service  
(Date of Award through December 31, 2018)  
3:00 p.m., February 9, 2018

### TABULATION OF BIDS

<table>
<thead>
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<th>Description</th>
<th>Unit Price</th>
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<td>Jostick Boom Control, Mfr. #45108, SAWS #33373</td>
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<td>Bearing Bronze, Vactor, Mfr. #61232-30</td>
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</table>
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**Annual Contract for Sewer Maintenance**  
**Equipment Parts & Service**  
**(Date of Award through December 31, 2018)**  
**TIME & DATE:** 3:00 p.m., February 9, 2018

<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>10 ea.</td>
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**Kutlich Equipment & Supply**  
3816 Binz Engleman B-101  
San Antonio, TX 78219
# SAN ANTONIO WATER SYSTEM
## P. O. BOX 2449
## SAN ANTONIO, TEXAS 78298-2449
### TABULATION OF BIDS

**PROPOSAL**

**FOR**

**TIME & DATE**

**ITEM NO.**

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
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## SAN ANTONIO WATER SYSTEM

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

### PROPOSAL

**Annual Contract for Sewer Maintenance**

**FOR:** Equipment Parts & Service  
**TIME & DATE:** (Date of Award through December 31, 2018)  
**3:00 p.m., February 9, 2018**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT</th>
<th>PRICE</th>
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**TOTAL ITEM 2**  
**TOTAL ITEM 2**

### ITEM 3

**LABOR AND SERVICE - SAWs WILL USE 600 LABOR HOURS FOR IN SHOP SERVICE PER YEAR AND 10 LABOR HOURS FOR FIELD SERVICE PER YEAR**

**A. Labor Rate for In Shop Service**  
**120.00**

**B. Labor Rate for Field Service**  
**120.00**

**C. Mileage Charge for Field Service**  
**0.00**
**TABULATION OF BIDS**

**Annual Contract for Sewer Maintenance**

**Equipment Parts & Service**

(Date of Award through December 31, 2018)

**3:00 p.m., February 9, 2018**

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**BUSINESS HOURS/DAYS PER WEEK**

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**BUSINESS HOURS/DAYS PER WEEKEND**

| N/A |

**ITEM 4**

SERVIE & PARTS MANUALS - VAktor SEWER EQUIPMENT SERVICES & PARTS MANUALS

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**ITEM 5**

SHOP SUPPLIES

Calculation method for determining shop supply charges

3% of total invoice

**ITEM 6**

BULK MATERIALS

Cost plus percentage for bulk materials used to repair vehicles

20%

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<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>371,565.80</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**PROPOSAL FOR TIME & DATE ITEM NO.**

### SAN ANTONIO WATER SYSTEM

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

**Annual Contract for Sewer Maintenance Equipment Parts & Service**

(Date of Award through December 31, 2018)

**TIME & DATE:**

3:00 p.m., February 9, 2018

**ITEM NO.**

DESCRIPTION AND APPROXIMATE QUANTITY

| EXTENSION 1 | 371,565.80 |
| EXTENSION 2 | 371,565.80 |
| EXTENSION 3 | 371,565.80 |

**Terms**

Net 30 days

**Delivery Days**

1

**LOW BIDDER**

BIDS MAILED TO AND/OR PICKED UP BY:

- Doheny Supplies
- Kinloch Equipment & Supply, Inc.
- Tric Tools
- SAWS Website

<table>
<thead>
<tr>
<th>Kinloch Equipment &amp; Supply, Inc.</th>
</tr>
</thead>
</table>
ITEM
BID NO. 18-0159
SEWER MAINTENANCE EQUIPMENT PARTS & SERVICE
SINGLE SOURCE

Bid No. 18-0159 solicited bids for the purchase of Sewer Maintenance Parts and Service utilized to update and repair sewer pressure cleaners and vacuum sewer vehicles. The System's sewer maintenance vehicle fleet consists of Vactor combination trucks and pressure cleaner trucks.

Kinloch Equipment & Supply is the single responsible bidder for the purchase of sewer maintenance equipment parts & service.

Four vendors were invited to bid, but only one bid was received from Kinloch Equipment & Supply. Historically, there have been only one to two vendors who bid on this contract each time.

The bid submitted by Kinloch Equipment & Supply meets all the requirements of the specification. The award amount is $371,565.80 per year.
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL:**  
Annual Contract for GMC, Chevrolet, Caterpillar and Cummins Truck Parts and Service  
(Date of Award through December 31, 2018)  
**DATE:**  
3:00 p.m., February 9, 2018

**ITEM NO.**  
DESCRIPTION AND APPROXIMATE QUANTITY

<table>
<thead>
<tr>
<th><strong>ITEM 1</strong></th>
<th><strong>PARTS</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>SAWs will purchase $20,000 of GM parts per year, $20,000 of Caterpillar parts per year and $20,000 of Cummins parts per year.</td>
<td>20,000.00</td>
<td>25%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>GM Medium and Heavy Duty Truck Parts dealer cost plus</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH</td>
<td>25,000.00</td>
<td>25%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Caterpillar Medium and Heavy Duty Truck Parts Dealer Cost Plus</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH</td>
<td>25,000.00</td>
<td>25%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Cummins Medium and Heavy Duty Truck Parts Dealer Cost Plus</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>25,000.00</td>
<td>25%</td>
</tr>
</tbody>
</table>

**TOTAL ITEM 1**  
TOTAL 75,000.00

**ESTIMATED DELIVERY**  
Re-stocking orders are placed every 5 days Mon.- Fri.  
Same day 5 days

**ITEM 2**  
**SERVICE AND LABOR**

SAWS will use 450 labor hours for Shop Services per year and 50 labor hours for Field Service per year

<table>
<thead>
<tr>
<th><strong>A. LABOR RATE FOR IN SHOP SERVICE</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH</td>
<td>134.00</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B. LABOR RATE FOR FIELD SERVICE</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH</td>
<td>6,700.00</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C. MILEAGE CHARGE FOR FIELD SERVICE</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH</td>
<td>No Charge</td>
<td>20%</td>
</tr>
</tbody>
</table>

**D. UP-CHARGE FOR OUTSIDE LABOR, COST PLUS**  
TOTAL 67,000.00

**TOTAL ITEMS 1 & 2**  
TOTAL 142,000.00

<table>
<thead>
<tr>
<th><strong>ITEM 3</strong></th>
<th><strong>SHOP SUPPLIES</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculation method for determining shop supply charges</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ITEM 4</strong></th>
<th><strong>BULK MATERIALS</strong></th>
<th><strong>PRICE</strong></th>
<th><strong>PERCENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost plus percentage for bulk materials used to repair vehicles</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
**TABULATION OF BIDS**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ITEM DELETED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>ITEM DELETED</td>
<td></td>
<td>*</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>142,000.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td>142,000.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td>142,000.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td>142,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Terms**  
Net 30 days  
Delivery Days 5 days

*LOW BIDDER*

BID INVITATIONS MAILED TO AND/OR PICKED UP BY:

- Alamo City Chevy  
- Alamo Truck Gear  
- Axton Truck  
- Caldwell Country  
- Grande Truck Center  
- Industrial Brake & Clutch  
- Lone Star Int'l  
- Rush Enterprises  
- Tom Benson  

Demandstar  
SAWS Website
ITEM
BID NO. 18-0308
GMC, CHEVROLET, CATERPILLAR AND CUMMINS
TRUCK PARTS AND SERVICE
SINGLE SOURCE

Bid No. 18-0308 solicited bids for the purchase of parts and services for medium and heavy duty GMC, Chevrolet Trucks and Caterpillar and Cummins engines.

Grande Truck Center is the single responsible bidder for Bid No. 18-0308.

Nine vendors were invited to bid, two bids were received, but only one bid was from a factory authorized representative, which was from Grande Truck Center.

The bid submitted by Grande Truck Center meets all the requirements of the specification. The award amount is $142,000.00 per year.
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

PROPOSAL: Navistar International Corporation
FOR: Truck Parts & Service
TIME & DATE: 3:00 p.m., February 9, 2018

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

<table>
<thead>
<tr>
<th>ITEM 1</th>
<th>PARTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated SAWS will purchase $85,000 Navistar International Published Pricing - Major Fleet</td>
<td></td>
</tr>
<tr>
<td>Re-stocking orders are placed</td>
<td></td>
</tr>
<tr>
<td>Estimated Delivery</td>
<td>2 days</td>
</tr>
</tbody>
</table>

| TOTAL ITEM 1 | 85,000.00 |

<table>
<thead>
<tr>
<th>ITEM 2</th>
<th>SERVICE &amp; PARTS MANUALS INTERNATIONAL / NAVISTAR SERVICE &amp; PARTS MANUALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL ITEM 2 | |

<table>
<thead>
<tr>
<th>ITEM 3</th>
<th>INDIVIDUAL ITEMS - INTERNATIONAL PARTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>2 ea. Sensor Temperature Mfg. #1696834C1, SAWS #5345</td>
<td>13.81</td>
</tr>
<tr>
<td>1 ea. Fuel System Tank, Mfg. #1661790C93, SAWS #27265</td>
<td>1,211.95</td>
</tr>
<tr>
<td>2 ea. Switch, Mfg. #3522366C92, SAWS #8905</td>
<td>42.56</td>
</tr>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>ITEM DELETED</td>
<td></td>
</tr>
<tr>
<td>2 ea. Compressor, Mfg. #2509451C91, SAWS #6654</td>
<td>397.10</td>
</tr>
<tr>
<td>3 ea. Belt, Mfg. # 3515596C1, SAWS #7792</td>
<td>24.07</td>
</tr>
<tr>
<td>10 ea. Sleeve, Mfg. #1812348C1, SAWS #8411</td>
<td>3.47</td>
</tr>
</tbody>
</table>

"Not a Factory Authorized Representative"
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL**  
Navistar International Corporation

**FOR**  
Truck Parts & Service

**TIME & DATE**  
(Date of Award through December 31, 2018)  
3:00 p.m., February 9, 2018

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 ea.</td>
<td>Core, Mfg. #2503677C1, SAWS #34317</td>
<td>UNIT</td>
<td>3.67</td>
<td>11.01</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Head, Mfg. #2507272C1, SAWS #34318</td>
<td>UNIT</td>
<td>98.44</td>
<td>295.32</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Clamp, Mfg. #2507274C1, SAWS #34319</td>
<td>UNIT</td>
<td>30.65</td>
<td>91.95</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Core, Mfg. #2507337C1, SAWS #34320</td>
<td>UNIT</td>
<td>31.88</td>
<td>95.64</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Rotor, Mfg. #2594596C1, SAWS #34321</td>
<td>UNIT</td>
<td>118.00</td>
<td>354.00</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Shoe, Mfg. #2596038C1, SAWS #34322</td>
<td>UNIT</td>
<td>192.33</td>
<td>576.99</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Drive, Mfg. #2601975C1, SAWS #34323</td>
<td>UNIT</td>
<td>428.94</td>
<td>1,286.82</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Valve, Mfg. #3548044C1, SAWS #34324</td>
<td>UNIT</td>
<td>17.54</td>
<td>52.62</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Sensor, Mfg. #3622764C2, SAWS #34325</td>
<td>UNIT</td>
<td>126.88</td>
<td>380.64</td>
</tr>
<tr>
<td>1 ea.</td>
<td>Compressor, Mfg. #3628699C1, SAWS #34326</td>
<td>UNIT</td>
<td>246.15</td>
<td>246.15</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Seal, Mfg. #CR47697, SAWS #34327</td>
<td>UNIT</td>
<td>46.39</td>
<td>139.17</td>
</tr>
<tr>
<td>2 ea.</td>
<td>Fan, Mfg. #HOR311972, SAWS #34328</td>
<td>UNIT</td>
<td>1,120.70</td>
<td>2,241.40</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Hose, Mfg. #L2643546, SAWS #34329</td>
<td>UNIT</td>
<td>3.34</td>
<td>10.02</td>
</tr>
<tr>
<td>3 ea.</td>
<td>Hose, Mfg. #L2643655, SAWS #34330</td>
<td>UNIT</td>
<td>5.08</td>
<td>15.24</td>
</tr>
<tr>
<td>5 ea.</td>
<td>Drum, Mfg. #ZBR3600AZ, SAWS #34331</td>
<td>UNIT</td>
<td>111.59</td>
<td>557.95</td>
</tr>
<tr>
<td>30 ea.</td>
<td>Rotella, Mfg. ZSH9404206021G, SAWS #34332</td>
<td>UNIT</td>
<td>13.63</td>
<td>408.90</td>
</tr>
</tbody>
</table>

BID NOT TABULATED  
NOT A FACTORY AUTHORIZED REPRESENTATIVE
### SAN ANTONIO WATER SYSTEM
**P. O. BOX 2449**
**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**PROPOSAL:** Navistar International Corporation  
**FOR:** Truck Parts & Service  
**TIME & DATE:** (Date of Award through December 31, 2018)  
3:00 p.m., February 9, 2018

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Oil Filter, Mfg. #LF9009</td>
<td>30 ea.</td>
<td>52.13</td>
<td>1,563.90</td>
</tr>
<tr>
<td></td>
<td>Air Filter, Mfg. #AF25707</td>
<td>30 ea.</td>
<td>84.73</td>
<td>2,541.90</td>
</tr>
<tr>
<td></td>
<td>Fuel Filter, Mfg. #FF63009/4080114C1</td>
<td>30 ea.</td>
<td>37.94</td>
<td>1,138.20</td>
</tr>
<tr>
<td></td>
<td>Front Shoe, Mfg. #FLT4720QP20KM</td>
<td>15 ea.</td>
<td>71.42</td>
<td>1,071.30</td>
</tr>
<tr>
<td></td>
<td>Rear Shoe, Mfg. #FLT4707QP23KM</td>
<td>15 ea.</td>
<td>38.73</td>
<td>580.95</td>
</tr>
<tr>
<td></td>
<td>Front Drum, Mfg. #2605076C1</td>
<td>15 ea.</td>
<td>147.62</td>
<td>2,214.30</td>
</tr>
<tr>
<td></td>
<td>Rear Drum, Mfg. #2605072C1</td>
<td>15 ea.</td>
<td>108.34</td>
<td>1,625.10</td>
</tr>
<tr>
<td></td>
<td>Front Seal, Mfr. #CR35103</td>
<td>15 ea.</td>
<td>39.49</td>
<td>592.35</td>
</tr>
<tr>
<td></td>
<td>Rear Seal, Mfr. #CR47691</td>
<td>15 ea.</td>
<td>49.73</td>
<td>745.95</td>
</tr>
</tbody>
</table>

**TOTAL ITEM 3**

**ITEM 4 SERVICE AND LABOR**

Estimated that SAWS will use 600 labor hours per year and 50 labor hours for Field Service per year

<table>
<thead>
<tr>
<th></th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Labor Rate for in Shop Service</td>
<td>110.00</td>
<td>66,000.00</td>
</tr>
<tr>
<td>B. Labor Rate for Field Service</td>
<td>110.00</td>
<td>5,500.00</td>
</tr>
<tr>
<td>C. Mileage Charge for Field Service</td>
<td>0.50</td>
<td></td>
</tr>
<tr>
<td>D. Up-Charge for Outside Labor, Cost Plus</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ITEM 4A**

**TOTAL ITEM 4B**
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**PROPOSAL**  
Navistar International Corporation  
Truck Parts & Service

**TIME & DATE**  
(Date of Award through December 31, 2018)  
3:00 p.m., February 9, 2018

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Business Hours/Days per week</td>
</tr>
<tr>
<td></td>
<td>8:00 am</td>
</tr>
<tr>
<td></td>
<td>12:00 pm</td>
</tr>
<tr>
<td></td>
<td>5 days/week</td>
</tr>
<tr>
<td></td>
<td>Business Hours/Days per weekend</td>
</tr>
<tr>
<td></td>
<td>8:00 am</td>
</tr>
<tr>
<td></td>
<td>4:00 pm</td>
</tr>
<tr>
<td></td>
<td>Saturday</td>
</tr>
<tr>
<td>ITEM 5</td>
<td>SHOP SUPPLIES</td>
</tr>
<tr>
<td></td>
<td>Calculation method for determining shop supply charges</td>
</tr>
<tr>
<td></td>
<td>10% of Labor</td>
</tr>
<tr>
<td>ITEM 6</td>
<td>BULK MATERIALS</td>
</tr>
<tr>
<td></td>
<td>Cost plus percentage for bulk materials used to repair vehicles</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

- **TOTAL ITEMS 1, 3 & 4**  
  TOTAL 177,563.57

- **EXTENSION 1**  
  177,563.57

- **EXTENSION 2**  
  177,563.57

- **EXTENSION 3**  
  177,563.57

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

**LOW BIDDER**  

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

- Alamo City Chevy  
- Alamo Truck Gear  
- Axton Truck  
- Caldwell Country  
- Grande Truck  
- Lone Star Int'l  
- Rush Truck Center  
- Santex International Trucks  
- SW Companies  
- Tom Benson  
- Demandstar  
- SAWS Website
ITEM
BID NO. 18-0362
NAVISTAR INTERNATIONAL CORPORATION TRUCK PARTS & SERVICE
SINGLE SOURCE

Bid No. 18-0362 solicited bids for the purchase of parts and services for Navistar International Trucks.

Santex Truck Center is the single responsible bidder for Bid No. 18-0362.

Ten vendors were invited to bid, two bids were received, but only one bid was from a factory authorized representative, which was from Santex Truck Center.

The bid submitted by Santex Truck Center meets all the requirements of the specification. The award amount is $177,563.57 per year.
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties**  
(Date of Award through December 31, 2018)

---

**3:00 p.m., February 9, 2018**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
<th>GROUP 1</th>
<th>1604</th>
<th>Lawn Maintenance</th>
<th>12 mows / contract</th>
<th>SERVICE</th>
<th>128.00</th>
<th>300.00</th>
<th>211.00</th>
<th>231.45</th>
</tr>
</thead>
<tbody>
<tr>
<td>34th Street</td>
<td>Lawn Maintenance</td>
<td>12 mows / contract</td>
<td>SERVICE</td>
<td>382.00</td>
<td>500.00</td>
<td>401.00</td>
<td>687.49</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anaqua Springs</td>
<td>Lawn Maintenance</td>
<td>12 mows / contract</td>
<td>SERVICE</td>
<td>43.00</td>
<td>70.00</td>
<td>95.00</td>
<td>4.11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antiqua Well</td>
<td>Lawn Maintenance</td>
<td>12 mows / contract</td>
<td>SERVICE</td>
<td>43.00</td>
<td>70.00</td>
<td>95.00</td>
<td>52.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anderson</td>
<td>Lawn Maintenance</td>
<td>12 mows / contract</td>
<td>SERVICE</td>
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**BID TABULATED COMPLETE BID**

**BID TABULATED INCOMPLETE BID**

**BID NOT TABULATED NON-RESPONSIVE**
**TABULATION OF BIDS**

Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties

(Date of Award through December 31, 2018)

3:00 p.m., February 9, 2018

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**NOT TABULATED INCOMPLETE BID**

**BID NOT TABULATED NON-RESPONSIVE**

**SAN ANTONIO WATER SYSTEM**

P. O. BOX 2449
SAN ANTONIO, TEXAS 78228-2449
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**TOTAL BID**

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| TOTAL | | | | | | | | | | |

**BID NOT TABULATED INCOMPLETE BID**

**BID NOT TABULATED NON-RESPONSIVE**
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

Annual Contract for Lawn Maintenance Services for Escort
Required SAWS Properties (Date of Award through December 31, 2018)

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**SAN ANTONIO WATER SYSTEM**

**P.O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties**

(Date of Award through December 31, 2018)

3:00 p.m., February 9, 2018

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**INCOMPLETE BID**

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**NON-RESPONSIVE**

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**BID NOT TABULATED**

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## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties**

**(Date of Award through December 31, 2018)**

**3:00 p.m., February 9, 2018**

### ITEM NO.  DESCRIPTION AND APPROXIMATE QUANTITY

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<tr>
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<th>12 mows / contract</th>
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<td>80.00</td>
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### BID NOT TABULATED

- INCOMPLETE BID
- NON-RESPONSIVE
### SAN ANTONIO WATER SYSTEM

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

**Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties**  
(Date of Award through December 31, 2018)

**Time & Date:** 3:00 p.m., February 9, 2018

<table>
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</tbody>
</table>

**NOT BID TABULATED**

INCOMPLETE BID

NON-RESPONSIVE
ITl:MNO.

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NSOCffradesman
Lawn Mainlenance
12 mows I contract
NSOCffradesman Easement
Lawn Maintenance
12 mows I contract
TRP Station
Lawn Maintenance
12 mows I contract
Turtle Creek #2
Lawn Maintenance
12 mows I contract
Turtle Creek #3
Lawn Maintenance
12 mows I contract
Van Dyke
Lawn Maintenance
12 mows I contract
Village Green # I
Lawn Maintenance
12 mows I contract
Village Green #2
Lawn Maintenance
12 mows I contract
Walzem
Lawn Mainlenance
12 mows I contract
West Avenue
Lawn Maintenance
12 mows I contract
West Avenue
Lawn Maintenance
12 mows I contract
West Bexar # I
Lawn Maintenance
12 mows I contract
West Bexar #2
Lawn Maintenance
12 mows I contract
West Bexar #3
Lawn Maintenance
12 mows contract
West View
Lawn Maintenance
12 mows I contract

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Annual Contract for Lawn Maintenance Services for Escort
Required SAWS Properties
(Date of Award through December 31, 2018)
3:00 p.m., February 9, 2018

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

SAN ANTONIO WATER SYSTEM

3.600.00
600.00
7.200.00
500.00
6.000.00
300.00

1.056.00
748.00
8.976.00
192.00
2.304.00
107.00

SERVICE

SERVICE

SERVICE

8

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300.00

1.824.00
88.00

SERVICE

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1.200.00
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1.200.00
100.00
1.200.00
100.00

516.00
43.00
516.00
43.00
516.00
43.00
516.00
43.00

SERVICE

SERVICE

SERVICE

SERVICE

SERVICE

516.00

TOTAL

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1.200.00
100.00

516.00
43.00
SERVICE

TOTAL

1.200.00
100.00

516.00
43.00
SERVICE

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

3.000.00
100.00

516.00
43.00

TOTAL

SERVICE

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

3.600.00
250.00

3.000.00
150.00

1.116.00
152.00

SERVICE

1.284.00
43.00

7.800.00
250.00

2.736.00
93 .00

SERVICE

TOTAL

650.00

228.00

SERVICE

18-14007

1.140.00

1.140.00
95.00

1.140.00
95.00

1.140.00
95.00

1.140.00
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95.00

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95.00

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41.09

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6.85

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64.37

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197.16
52.04

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345.11

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1.333.93

3.286.80
157.49

2.004.96
273.90

4.885.20
167.08

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## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**Annual Contract for Lawn Maintenance Services for Escort Required SAWS Properties**

(Date of Award through December 31, 2018)

- **Time & Date:** 3:00 p.m., February 9, 2018

**Description and Approximate Quantity**

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<td>10</td>
<td>SERVICE</td>
<td>1,440.00</td>
<td>3,600.00</td>
<td>2,364.00</td>
<td>2,596.56</td>
</tr>
<tr>
<td>11</td>
<td>SERVICE</td>
<td>1,440.00</td>
<td>3,600.00</td>
<td>2,364.00</td>
<td>2,596.56</td>
</tr>
</tbody>
</table>

**TOTAL GROUP 3**

| Total | 69,552.00 | 133,440.00 | 114,648.00 | 115,843.44 |

**GROUP 4**

**ADDITIONAL SERVICES** - Estimated that SAWS will require and negotiate $15,000 worth of additional services annually

<table>
<thead>
<tr>
<th>Description</th>
<th>rate per man hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Rate</td>
<td>13.00</td>
</tr>
<tr>
<td>MaterialMarkup</td>
<td>+10%</td>
</tr>
</tbody>
</table>

**GROUP 5**

**IMMEDIATE SERVICE RATE**

<table>
<thead>
<tr>
<th>Description</th>
<th>rate per man hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Proper Cost</td>
<td>10%</td>
</tr>
</tbody>
</table>

**GROUP 6**

**SAWS may have the need to include additional unforeseen properties on this contract via change order throughout the contract period. SAWS estimating the additional properties will add $25,000 on this contract**

<table>
<thead>
<tr>
<th>Description</th>
<th>rate per man hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL SCHEDULED MOWING TOTAL GROUPS 1-3</td>
<td>262,572.00, 416,580.00, 384,624.00, 427,397.76</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description and Approximate Quantity</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>ADDITIONAL SERVICES</td>
</tr>
<tr>
<td>2</td>
<td>NEW PROPERTIES</td>
</tr>
<tr>
<td>3</td>
<td>GRAND TOTAL</td>
</tr>
</tbody>
</table>

*LOW BIDDER

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

- Afordalbe Lawn
- Acut Above SA
- C3 Environmental Specialties
- Cantu Contracting
- Eld Ridge Construction
- Green Grass
- GT Landscapes
- Horton Horticulture
- Hund Works
- La Med Facility Maintenance
- Maldonado
- Olympia Landscape Development
- Paradise Lawn
- Preferred Landscape
- SA Landscaping
- Summit Landscape

Terms:
- Delivery Days
  - 2%
  - 10 days
  - Net
  - 30 days
  - Net
  - 30 days
  - Net
  - 30 days
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE W-2 HUEBNER CREEK: ECKHERT TO BANDERA PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution amends Resolution No. 11-247 by authorizing additional funds to an existing professional services contract with Kimley-Horn and Associates, Inc. a local, non-SMWVB firm, in an amount not to exceed $105,622.50 for additional engineering design services in connection with the W-2 Huebner Creek: Eckhert to Bandera 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.

- This project was identified in the Comprehensive Wastewater Master Plan developed by the System’s Master Planning Division. The project will replace sewer pipe that requires additional capacity.

- The W-2 Huebner Creek: Eckhert to Bandera Project consists of approximately 11,500 feet of 8-inch to 42-inch wastewater mains along Huebner Creek between Eckhert Road and Bandera Road.

- By Resolution No. 11-247, passed and approved on September 13, 2011, the System’s Board of Trustees approved a professional services contract in the amount of $801,065.00 with Kimley-Horn and Associates in connection with the Project.

- Additional professional services, field services, and construction phase services including additional topographic survey, additional geotechnical investigation, additional subsurface utility engineering investigation, preparation of additional easement documents, preparation of revised 90 percent design documents, tunnel surveying during construction, and additional construction progress meetings are required to account for changes in existing site conditions and the System’s design requirements since the project was placed on hold in 2013. Additional professional services, field services, and construction phase
services are required in the amount of $181,626.00.

- Kimley-Horn and Associates, Inc. submitted a proposal in the amount of $181,626.00 to perform the additional engineering services.

- The amount of additional funding requested is being offset in part by deletion of construction staking from basic services and reallocation of most of the remaining supplemental services from the existing contract. The total amount by which the proposed additional fees are offset is $76,003.50. The resulting amount required for additional engineering services is therefore $105,622.50.

- Additional funding in the amount of $105,622.50 is available from the System Project Fund and can be added to the current contract with Kimley-Horn and Associates, Inc.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. The work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $105,622.50 for sewer related engineering services. The job number is 15-4513. The revised authorization for this contract is as follows:

<table>
<thead>
<tr>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 11-247)</td>
</tr>
<tr>
<td>Proposed Additional Funds</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
</tr>
</tbody>
</table>

As a result of the additional funds, the new contract amount is $906,687.50. This represents a 13.2 percent increase to the original contract.

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

Andrea L.H. Beymer, P.E.  
Vice President  
Engineering and Construction
Approval of Additional Funds
W-2 Huebner Creek: Eckhert to Bandera 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

W2 HUEBNER CREEK
ECKHERT TO BANDERA PROJECT

LEGEND
PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM’S BOARD OF TRUSTEES AMENDING RESOLUTION NO. 11-247 BY APPROVING ADDITIONAL EXPENDITURES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $105,622.50 FROM THE SYSTEM’S PROJECT FUND IN CONNECTION WITH THE W-2 HUEBNER CREEK: ECKHERT TO BANDERA PROJECT; APPROVING THAT AN AMOUNT NOT TO EXCEED $105,622.50 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY AN ADDITIONAL AMOUNT NOT TO EXCEED $105,622.50 TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the W-2 Huebner Creek: Eckhert to Bandera Project was identified in the Comprehensive Wastewater Master Plan developed by the San Antonio Water System’s (the “System”) Master Planning Division to replace mains that require additional capacity; and

WHEREAS, the System’s Board of Trustees by Resolution No. 11-247, adopted September 13, 2011, awarded an engineering services contract to Kimley-Horn and Associates, Inc. and authorized the expenditure of $801,605.00 for engineering design services; and

WHEREAS, additional engineering design services are required to complete the design and construction of the Project (“additional engineering services”); and

WHEREAS, additional funding to the existing professional services contract with Kimley-Horn Associates, Inc. in an amount not to exceed $105,622.50 is required for additional engineering services; and

WHEREAS, an amount not to exceed $105,622.50 is available from the System’s Project Fund for the additional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend Resolution No. 11-247 by approving additional expenditures to the existing professional services contract with Kimley-Horn Associates, Inc. in an amount not to exceed $105,622.50, for a total
authorization not to exceed $906,687.50 in connection with the W2 Huebner Creek: Eckhert to Bandera Project, (ii) to make available an amount not to exceed $105,622.50 from the System’s Project Fund for the additional engineering services, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an additional amount not to exceed $105,622.50 to Kimley-Horn and Associates, Inc. for the additional engineering services in connection with the project work; now, therefore:

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

1. That Resolution No. 11-247 is hereby amended for additional engineering services to the existing professional services contract with Kimley-Horn and Associates, Inc. in an amount not to exceed $105,622.50, to an amended total authorization of $906,687.50 in connection with the W-2 Huebner Creek: Eckhert to Bandera Project.

2. That an additional amount not to exceed $105,622.50 is hereby made available and is to be expended from the System’s Project Fund for additional engineering services related to the project work.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay Kimley-Horn and Associates, Inc. an amount not to exceed $105,622.50 in connection with the W-2 Huebner Creek: Eckhert to Bandera 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 3rd day of April, 2018.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Secretary
AGENDA ITEM NO. 9

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE DIETRICH ELEVATED STORAGE TANK PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Freese and Nichols, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $574,124.00 in connection with the Dietrich Elevated Storage Tank Project.

- The 2018 Capital Improvement Program includes the design of the Dietrich Elevated Storage Tank Project (the “Project”) to meet TCEQ capacity requirements for future growth and will be located in the eastern part of San Antonio within a two acre site at the corner of Dietrich Road and Springfield Road.

- A Request for Qualifications was issued on September 20, 2017, for engineering services for this project and five interest statements were received. Freese and Nichols, Inc., a local, non-SMWVB firm, was selected through the System’s Architect and Engineer Selection Process.

- Basic services to be provided for this new 1.5 million gallon elevated water storage tank 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 $527,105.00

- Supplemental Services include but not limited to surface preparation and coating inspection, tank concrete foundation and interior floor inspection, tank concrete pedestal wall and dome concrete inspection, and other additional professional services. Supplemental services on this project total an amount not to exceed of $47,019.00.

- Freese and Nichols, Inc. will provide total engineering services for an amount not to exceed $574,124.00.

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

The Project Fund will finance this expenditure included in the 2018 Capital Improvement Program. The work is included in the Water Delivery Core Business, Production Category, Dietrich Elevated Storage Tank Project. The total amount is $574,124.00 and the job number is 16-6003.

SUPPLEMENTARY COMMENTS:

Five firms responded to the Request for Qualifications. Freese and Nichols, 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>Freese and Nichols, Inc.*</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Kimley-Horn and Associates, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>TRC Engineers, Inc.</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
<tr>
<td>Whitman Requardt and Associates, LLP</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Murfee Engineering Company</td>
<td>Non–Local/Non–SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm

Freese and Nichols, 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>Boswell &amp; Reyes International, LLC</td>
<td>10.00%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Maestas &amp; Associates, Inc.</td>
<td>15.00%</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Gonzalez-De La Garza &amp; Associates, LLC</td>
<td>2.00%</td>
<td>Local/WBE–Hispanic</td>
</tr>
<tr>
<td>Grubb Engineering, Inc.</td>
<td>10.00%</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Arias &amp; Associates, Inc.</td>
<td>3.00%</td>
<td>Local/MBE–Hispanic</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>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>18.00%</td>
</tr>
<tr>
<td>MBE–Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE–Minority</td>
<td>12.00%</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
<td>10.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>40.00%</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

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

DIETRICH ELEVATED STORAGE TANK PROJECT

LEGEND
<Project Limits>
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO FREESE AND NICHOLS, INC. IN THE AMOUNT OF $574,124.00 IN CONNECTION WITH THE DIETRICH ELEVATED STORAGE TANK PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $574,124.00 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 FREESE AND NICHOLS, INC., AND TO PAY FREESE AND NICHOLS, INC. AN AMOUNT NOT TO EXCEED $574,124.00 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 2018 Capital Improvement Program includes the design of the Dietrich Elevated Storage Tank Project (the “Project”) to meet TCEQ capacity requirements for future growth; and

WHEREAS, the project will provide for the installation of a new 1.5 million-gallon elevated water storage composite tank, located in the eastern part of San Antonio within a two acre site at the corner of Dietrich Road and Springfield Road; and

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

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

WHEREAS, through the System’s Architect and Engineer Selection Process, Freese and Nichols, Inc. was selected to provide the necessary project engineering work for the project; and

WHEREAS, Freese and Nichols, Inc. is deemed to be the most highly qualified provider of these engineering services on the basis of demonstrated competence and qualifications and at a fair and reasonable price; and
WHEREAS, Freese and Nichols, Inc. has submitted a proposal in an amount not to exceed $574,124.00 to provide the required project engineering work for the project; and

WHEREAS, System funds in an amount not to exceed $574,124.00 are required for the project engineering work; and

WHEREAS, the required amount not to exceed $574,124.00 is available from the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Freese and Nichols, Inc. in an amount not to exceed $574,124.00 in connection with the Dietrich Elevated Storage Tank Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $574,124.00 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 Freese and Nichols, Inc., and to pay Freese and Nichols, Inc. an amount not to exceed $574,124.00 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 $574,124.00 is hereby awarded to Freese and Nichols, Inc. in connection with the Dietrich Elevated Storage Tank Project.

2. That an amount not to exceed $574,124.00 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 Freese and Nichols, Inc., and to pay Freese and Nichols, Inc. an amount not to exceed $574,124.00 in connection with the Dietrich Elevated Storage Tank 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 3rd day of April, 2018.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________________
Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE FEATHERCREST AND STONE RIDGE LIFT STATIONS UPGRADES PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Alan Plummer and Associates, Inc., a local, non-SMWVB firm, and authorizes funds in the amount of $850,000.00 in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades Project (the “Project”).

- The San Antonio Water System (the “System”) currently operates and maintains 152 sanitary sewer lift stations spread over a wide service area including 28 lift stations located over the Edwards Aquifer Recharge Zone.

- To ensure regulatory compliance and to minimize the likelihood of failures, periodic rehabilitation of these lift stations is required. The System has initiated a program to assess, rehabilitate, and upgrade or eliminate, when possible, such lift stations in multiple phases to be completed by 2023 as required by the Environmental Protection Agency’s 2013 Consent Decree.

- The assessment of the Feathercrest and Stone Ridge lift stations was completed as part of the Lift Station Rehabilitation Program. The assessment recommended safety and operational improvements, security fencing, and significant improvements to all lift stations to comply with local, state, and federal regulations. Protection or relocation, when possible, of a lift station out of the 100-year flood plain or elimination, when possible, were also recommended in some cases.

- The Project includes the design for the relocation of the Feathercrest lift station outside of the 100-year flood plain, dual force mains for redundancy, and an increase in wet well capacity. The design also includes the elimination and demolition of the Stone Ridge lift station.

- A Request for Qualifications was issued on November 9, 2017 for professional services for this project. Eight statements of qualifications were received. Alan Plummer and
Associates, Inc. was selected through the System’s Architect and Engineer Selection Process.

- Basic services to be provided include design, bid phase, services during construction, and project closure services related to the Project. Basic services on this project total an amount not to exceed $732,807.00.

- Supplemental services include but are not limited to, subsurface utility exploration, field and special inspections, start-up services, and other additional professional services. Supplemental services on this project total an amount not to exceed $117,193.00.

- Alan Plummer and Associates, Inc. will provide professional services for a negotiated not to exceed amount of $850,000.00. Services include design, bid and construction.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. This work is included in the Wastewater Water Core Business, Collection Facilities Category, Feathercrest and Stone Ridge Lift Stations Upgrades Project. The total contract amount will not exceed $850,000.00. The job number is 17-2505.

**SUPPLEMENTARY COMMENTS:**

Eight firms responded to the Request for Qualifications. Alan Plummer and 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 and Associates, Inc.*</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Brown &amp; Gay Engineers, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Fivengineering, LLC</td>
<td>Non–Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Jacobs Engineering Group, Inc.</td>
<td>Local/Non–SMWVB</td>
</tr>
<tr>
<td>Pape-Dawson Engineering, 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>
</tbody>
</table>

*Selected Firm

Alan Plummer and Associates, Inc. proposed to use the following subconsultants on this contract:
Award of Professional Services Contract  
Feathercrest and Stone Ridge Lift Stations Upgrades

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown &amp; Gay Engineers, Inc.</td>
<td>19.51%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Grubb Engineering, Inc.</td>
<td>10.77%</td>
<td>Local/WBE-Caucasian</td>
</tr>
<tr>
<td>Unintech Consulting Engineers, Inc.</td>
<td>12.35%</td>
<td>Local/WBE-Asian</td>
</tr>
<tr>
<td>Arias &amp; Associates, Inc.</td>
<td>3.79%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Gonzalez-De La Garza &amp; Associates, LLC</td>
<td>3.33%</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>1.18%</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>Zara Environmental, LLC</td>
<td>3.92%</td>
<td>Non-Local/WBE-Caucasian</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Feathercrest and Stone Ridge Lift Stations Upgrades Project</th>
<th>Alan Plummer and Associates, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>3.79%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>16.85%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>10.77%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>31.41%</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
Award of Professional Services Contract
Feathercrest and Stone Ridge Lift Stations Upgrades

APPROVED:

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

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

FEATHERCREST AND STONE RIDGE
LIFT STATIONS UPGRADES

LEGEND

★ PROJECT SITE

EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO ALAN PLUMMER AND ASSOCIATES, INC. IN THE AMOUNT OF $850,000.00 IN CONNECTION WITH THE FEATHERCREST AND STONE RIDGE LIFT STATIONS UPGRADES PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $850,000.00 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 ALAN PLUMMER AND ASSOCIATES, INC., AND TO PAY ALAN PLUMMER AND ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED $850,000.00 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, to ensure regulatory compliance and to minimize the likelihood of failures, periodic rehabilitation of these lift stations is required and a program was initiated to assess, rehabilitate, and upgrade or eliminate, when possible, such lift stations in multiple phases to be completed by 2023 as required by the Environmental Protection Agency’s 2013 Consent Decree; and

WHEREAS, the Project includes the design for the relocation of the Feathercrest lift station outside of the 100-year flood plain, dual force mains for redundancy, and an increase in wet well capacity, and the design for the elimination and demolition of the Stone Ridge lift station; and

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

WHEREAS, a contract in an amount not to exceed $850,000.00 is to be awarded to Alan Plummer and Associates, Inc.; and

WHEREAS, the amount of $850,000.00 is available from the System’s Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to award a professional services contract to Alan Plummer and Associates, Inc. in the amount of
$850,000.00 in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $850,000.00 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 Alan Plummer and Associates, Inc., and to pay Alan Plummer and Associates, Inc. an amount not to exceed $850,000.00 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 $850,000.00 is hereby awarded to Alan Plummer and Associates, Inc. in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades Project.

2. That the expenditure of funds in an amount not to exceed $850,000.00 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 Alan Plummer and Associates, Inc., and to pay Alan Plummer and Associates, Inc. an amount not to exceed $850,000.00 in connection with the Feathercrest and Stone Ridge Lift Stations Upgrades 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 3rd day of April, 2018.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Secretary
AGENDA ITEM NO. 11

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: APPROVING AN INTERLOCAL AGREEMENT AND AUTHORIZING EXPENDITURES TO THE CITY OF BALCONES HEIGHTS IN CONNECTION WITH THE GLENARM PLACE RECONSTRUCTION – PHASE I AND PHASE II PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Interlocal Agreement with the City of Balcones Heights (the “City”) and authorizes expenditures to the City in an amount not to exceed $297,707.30 for the joint construction of water facility replacements in connection with the Glenarm Place Reconstruction – Phase I and II Project.

- The City proposes to construct roadway improvements and sewer improvements in the Phase I area illustrated on Attachment II. The City’s Phase I roadway improvement work was bid in the amount of $542,187.50. While the City will be bidding Phase II improvements later as a separate project, the System proposes to replace water lines within both Phase I and Phase II limits in an effort to replace the water lines as one project and be clear in advance of City’s Phase II.

- Due to the street improvements of the Glenarm Place Reconstruction – Phase I and II Project, the existing water mains installed in 1964 require replacement to meet current San Antonio Water System (the “System”) standards.

- The existing sewer mains that were constructed in 1964 are maintained by the City and will be replaced per the City’s current standards.

- The water replacement work will consist of approximately 39 feet of 6-inch main and 1,274 feet of 8-inch main.

- The City approved the award of construction to R.L. Jones, LP for this project on March 26, 2018. As part of the joint bidding, advanced approval for funding and for the execution of an Interlocal Agreement is required by the City prior to issuing a notice to proceed on construction.

- Funds, as determined by the amount bid, will be transferred to the City following the execution of the Interlocal Agreement.
Approval of an Interlocal Agreement and Authorization for
Expenditure of Funds to the City of Balcones Heights for the
Glenarm Place Reconstruction – Phase I and II Project

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 $297,707.30 for water work. The job numbers are 17-5118 for Phase I and 17-5119 for Phase II.

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
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF BALCONES HEIGHTS AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT FOR THE REPLACEMENT OF WATER FACILITIES BY THE CITY OF BALCONES HEIGHTS IN CONNECTION WITH THE GLENARM PLACE RECONSTRUCTION – PHASE I AND II PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $297,707.30 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Balcones Heights (the “City”) proposes to construct the Glenarm Place Reconstruction – Phase I and II Project; and

WHEREAS, the Glenarm Place Reconstruction – Phase I and II Project will require the replacement of certain water facilities (the “project work”) of the San Antonio Water System (the “System”); and

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

WHEREAS, System funds in an amount not to exceed $297,707.30 are required for the project work; and

WHEREAS, the amount of $297,707.30 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Interlocal Agreement with the City for the replacement of water facilities by the City in connection with the Glenarm Place Reconstruction – Phase I and II Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Interlocal Agreement, and (ii) to authorize the expenditure of funds in an amount not to exceed $297,707.30 for the System’s share of the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That an Interlocal Agreement with the City of Balcones Heights substantially in the form of the agreement attached hereto is hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Interlocal Agreement with the City in connection with the Glenarm Place Reconstruction – Phase I and II Project.

2. That the expenditure of funds in an amount not to exceed $297,707.30 for the replacement of water facilities by the City in connection with the Glenarm Place Reconstruction – Phase I and II Project is hereby approved.

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

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

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of April, 2018.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Secretary
This Interlocal Agreement is made and entered into this ___ day of ____________, 2018, by and between the CITY OF BALCONES HEIGHTS, a political subdivision of the State of Texas (“CITY”), and SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, a political subdivision of the State of Texas (“SAWS”) (also, individually, a “Party” or, collectively, the “Parties), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

PURPOSE

1.01 The purpose of this Agreement is to facilitate CITY’s improvement of the Glenarm Place Reconstruction – Phase I and II Project (the “Project”) by including certain necessary SAWS replacements in CITY’s Specifications for the Project, thus assuring the coordination of CITY’s road improvement with SAWS’s adjustments and installations.

SERVICES

2.01 CITY agrees to include in the City of Balcones Heights Public Works Specifications for the Project the plans and specifications for SAWS Water Job No. 17-5118 (Phase I) and SAWS Water Job No. 17-5119 (Phase II) which SAWS prepared and delivered to CITY and is incorporated by reference herein, and to contract for the performance of SAWS Water Job No. 17-5118 (Phase I) and SAWS Water Job No. 17-5119 (Phase II) (the “SAWS Work”).

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

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

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

FEE

3.01 Within three (3) weeks of the approval and appropriation of funds by the SAWS’ Board of Trustees, SAWS shall conditionally deliver to CITY good and sufficient funds (the “Funds”) for the bid amount and shall have provided two signed copies of this Interlocal Agreement to the CITY. CITY will return one fully executed original to SAWS. Any and all control and/or beneficial use of the funds by the CITY pursuant to the delivery of the Funds by SAWS, will be contingent on SAWS receiving a fully executed original of this Interlocal Agreement from the CITY.
3.02 For materials and construction used in the SAWS Work, SAWS agrees to pay to CITY the amount of Two Hundred Ninety-Seven Thousand, Seven Hundred Seven Dollars and Thirty Cents ($297,707.30), receipt of which is hereby acknowledged.

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

(a) **Change Orders.** If change orders are requested by SAWS or required for SAWS Work under this Agreement, SAWS will make a change order request and SAWS’s staff or SAWS’s Consultant shall prepare the change order. If CITY requires a change order that affects the SAWS Work, the change order will be submitted to SAWS staff for approval. SAWS staff agrees to use good faith efforts to respond to change orders within five business days after SAWS staff’s receipt of request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. In no event will SAWS’s deliberative process be allowed to jeopardize CITY’s timely completion of CITY’s Project, as determined by CITY. SAWS staff is under no obligation to approve any change orders, and in no event shall SAWS be responsible for costs or expenses under change orders that are not approved by SAWS staff. If a change order results in total costs exceeding the amount stated in §3.02, CITY will send copies of invoices covering the additional amounts authorized by a change order approved by SAWS staff, and SAWS shall pay CITY the additional amounts in the approved change order within 15 days, unless further time is required for Board action to appropriate funds.

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

**SAWS’S RESPONSIBILITY**

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

**ENTIRE AGREEMENT**

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

**ATTORNEY’S FEES**

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

**TEXAS LAW TO APPLY**

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

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

AMENDMENT

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

THIRD PARTY BENEFICIARY

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

INDEMNIFICATION

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

INSURANCE

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

(a) With regard to insurance coverage during the construction phase of the Project, CITY shall require all consultants, contractors, subcontractors and suppliers to maintain insurance coverage limits that are sufficient to compensate CITY and SAWS for their respective interests in the Project with regard to any liability a third party may have due to the services, equipment, or materials provided for construction of the Project. SAWS shall be named as an additional insured on all policies naming CITY as an additional insured. CITY shall provide SAWS’s Designated Representative with copies of the completed Certificates of Insurance which Certificates shall be completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. SAWS reserves the right to review the insurance requirements during the effective period of this Agreement, and any extension or renewal hereof, and to modify insurance coverage and limits when deemed necessary and prudent by SAWS’s Risk Manager based upon changes in statutory law or court decisions. CITY will not allow any modifications to the insurance coverage through which SAWS may incur increased risks.
(b) CITY shall require all contractors and service providers to maintain statutory worker’s compensation insurance for all of their employees with a waiver of subrogation in favor of CITY and SAWS.

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

**MISCELLANEOUS PROVISIONS**

13.01 Records Retention and Review. The Parties are required to maintain all records relating to this Agreement and the Project as required by law, but not less than a period of three (3) years upon the acceptance of final completion of the Project. Each Party shall have the right to examine such records of the other Party during normal business hours. Such right shall survive the expiration of the term or earlier termination of this Agreement

13.02 Assignment and Binding Effect. No assignment of this Agreement in whole or in part for any purpose shall be made by either Party without prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

13.03 Notices. All written notices required by the terms of this Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below:

If to City:

City of Balcones Heights  
Suzanne de Leon, Mayor  
3300 Hillcrest Drive  
Balcones Heights, Texas 78201

If to SAWS:

San Antonio Water System  
Robert R. Puente, President/Chief Executive Officer  
P.O. Box 2449  
San Antonio, Texas 78298-2449

13.04 Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon a Party’s authorship of the Agreement or any portion thereof.

13.05 Authority to Contract. The undersigned City Manager acting on behalf of City hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted Resolution, and he has the authority to execute this Agreement. The undersigned President/Chief Executive Officer of
SAWS hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution of its Board of Trustees and that he has the authority to execute this Agreement.

13.06 Effective Date. The effective date of this Agreement shall be the later date in time of the signatory dates set out below.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS _______ DAY OF ______________________, 2018.

SAN ANTONIO WATER SYSTEM

By: __________________________________________
    Robert R. Puente
    President and CEO

Date: _________________________________________

CITY OF BALCONES HEIGHTS

By: __________________________________________
    Suzanne de Leon
    Mayor

Date: _________________________________________

ACKNOWLEDGEMENTS ON NEXT PAGE
ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the _____ day of ______________, 2018 by Robert R. Puente, President and CEO of the San Antonio Water System, a Texas municipal corporation, on behalf of said corporation.

________________________________
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the _____ day of ______________, 2018 by Suzanne de Leon, Mayor of the City of Balcones Heights, a general law, type A municipality and political subdivision of the State of Texas, on behalf of said corporation.

________________________________
NOTARY PUBLIC
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: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2018 ASPHALT OVERLAY TASK ORDER CONTRACT PACKAGE 9

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $120,040.00 for the joint construction of water and sewer facility adjustments in connection with the 2018 Asphalt Overlay Task Order Contract Package 9.

- The City plans to apply an asphalt overlay throughout the city in connection with the 2018 Asphalt Overlay Task Order Contract Package 9 for Transportation and Capital Improvements. The City’s work is estimated to cost $8,234,645.90.
- Existing water valve box covers and manhole covers within the project boundaries may require adjustment to match the final grade of the new pavement.
- The work will consist of adjusting 320 existing water valve boxes and 220 existing manhole covers.
- Bid item quantities for the adjustment of water valve box covers and manhole covers were included in the City’s bid documents. Funds for this work will be reimbursed to the City as payments to the contractor are made.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 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 $60,020.00 for water work. The job number is 18-5020-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater...
Category, and Governmental Wastewater Replacements budget line item. The amount is $60,020.00 for sewer work. The job number is 18-5518-000.

SUPPLEMENTARY COMMENTS:

The City received four bids for this project on January 5, 2018. The lowest qualified, responsive bidder for this project is J&P Paving Co. Inc., a local, MBE-Hispanic contractor. City Council approved the construction contract on February 15, 2018 and construction is expected to begin March 2018. Time allowed for total construction is 240 calendar days. The request for reimbursement is requested after City Council approved the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

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

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $120,040.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2018 ASPHALT OVERLAY TASK ORDER CONTRACT PACKAGE 9; APPROVING AN AMOUNT NOT TO EXCEED $120,040.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $120,040.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2018 Asphalt Overlay Task Order Contract Package 9; and

WHEREAS, the 2018 Asphalt Overlay Task Order Contract Package 9 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from J&P Paving Co. Inc., in the amount of $120,040.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $120,040.00 are required for the project work; and

WHEREAS, the total amount of $120,040.00 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $120,040.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2018 Asphalt Overlay Task Order Contract Package 9, (ii) to approve and make available an amount not to exceed $120,040.00 from the System’s Project Fund to reimburse the City of San Antonio for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an
amount not to exceed $120,040.00 to the City of San Antonio for the project work; now, therefore:

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

1. That the expenditure of funds in the amount of $120,040.00 for the adjustment of water and sewer facilities by the City in connection with the 2018 Asphalt Overlay Task Order Contract Package 9 is hereby approved.

2. That an amount not to exceed $120,040.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $120,040.00 for the adjustment of water and sewer facilities by the City in connection with the 2018 Asphalt Overlay Task Order Contract Package 9.

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 3rd day of April, 2018.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Secretary
AGENDA ITEM NO. 13

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF PURCHASE AGREEMENT FOR THE ACQUISITION OF APPROXIMATELY 2.298 ACRES FOR THE DIETRICH ELEVATED STORAGE TANK PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the approval of a purchase agreement between the San Antonio Water System (SAWS) and Terri L. Carter for the Dietrich Elevated Storage Tank Project (the “Project”). It also authorizes the expenditure of $340,000.00 for the acquisition of the property and closing and title insurance costs not to exceed $8,000.00 for a total amount not to exceed $348,000.00.

- The Project provides for the construction of an elevated storage tank, which is required by the Texas Commission on Environmental Quality to meet requirements for future growth in the area.

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

- Staff evaluated several locations in the area and recommended the Property as it provides direct connection to an existing water main and storm water drain located along North WW White Road. The location of the Property eliminates the need to construct a long approach main and drainage structures which will reduce the development cost compared to other locations.

- SAWS ordered an appraisal from Carl K. Eisenhauer, MAI and Lynn G. Eckmann, MAI, of Eckmann Groll, Inc., both State Certified Texas General Real Estate Appraisers, who expressed an opinion of fair market value of the Property of $225,000.00.

- The owner of the Property, Terri L. Carter (“Owner”) acquired an appraisal from Clinton J. Bendele, MAI, of Valbridge Property Advisors, a State Certified Texas General Real Estate Appraiser, who expressed an opinion of fair market value of the Property $375,000.00.
• Considering the range of values between both appraisers ($225,000.00 to $375,000.00) and the cost and uncertainty of eminent domain litigation, SAWS and the Owner agreed to a purchase price of the Property of $340,000.00.

• The Property is depicted and more particularly described in Attachment I to the attached resolution.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. Funding for the acquisition of the Property including closing are included in the Water Delivery Core Business, Production Growth, and Dietrich Elevated Storage Tank Land Acquisition budget line item. The job number is 16-6003.

Bruce A. Haby
Manager
Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

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

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES APPROVING A PURCHASE AGREEMENT IN THE AMOUNT $340,000.00 WITH TERRI L.CARTER (THE “OWNER”) FOR THE PURCHASE BY THE CITY OF SAN ANTONIO ACTING BY AND THROUGH THE SAN ANTONIO WATER SYSTEM, FOR CERTAIN REAL PROPERTY BEING APPROXIMATELY 2.298 ACRES LOCATED AT 139 SPRINGFIELD ROAD, SAN ANTONIO, TEXAS (THE “PROPERTY”) IN THE NORTHEAST QUADRANT OF BEXAR COUNTY, FOR THE DIETRICH ELEVATED STORAGE TANK PROJECT (THE “PROJECT”) FOR THE EXPANSION AND OPERATION OF THE SYSTEM; AUTHORIZING THE ACQUISITION OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THE PURCHASE AGREEMENT AND THE EXPENDITURE OF FUNDS IN A TOTAL AMOUNT NOT TO EXCEED $348,000.00 FOR THE ACQUISITION OF THE PROPERTY AND RELATED CLOSING AND TITLE INSURANCE COSTS; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF THE PROPERTY; 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 Project provides for the design and construction of an elevated storage tank which is required by the Texas Commission on Environmental Quality to meet requirements for future growth in the area for elevated storage capacity, and provide better pressure distribution and operation of the System; and

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

WHEREAS, the Owner has agreed to sell the Property to the System for the amount of $350,000.00 pursuant to the terms of a Purchase Agreement (the “Purchase Agreement”) attached hereto as Attachment II, being subject to approval of the Board of Trustees; and

WHEREAS, funds in the amount not to exceed $348,000.00 are available in the Project fund for the purchase of the Property and closing and title insurance costs, which are estimated to be an amount not to exceed $8,000.00; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve a Purchase Agreement in the amount of $340,000.00 with the Owner for the purchase by the City of San Antonio, acting by and through the System for the Project, (ii) authorize the expenditure of funds in the amount not to exceed $348,000.00 for the acquisition of the Property and related closing and title insurance costs from the project fund, (iii) authorize the acquisition of the Property in accordance with the terms of the Purchase Agreement, and the expenditure of funds from the Project Fund in a total amount not to exceed $348,000.00 for the acquisition of the Property and related closing and title insurance costs, and (iv) authorize the President/Chief Executive Officer or his duly appointed designee to execute all documents necessary or advisable to effectuate the acquisition of the Property, including any amendments that do not increase the purchase price, and to pay the amount not to exceed $340,000.00 to the Owner (or, as necessary, 1031 exchange agent or other party shown on a title commitment as being fee simple owner of the Property) for the acquisition of the Property through Alamo Title Company as escrow agent and to pay an amount not to exceed $8,000.00 to Alamo Title Company for title insurance and related closing costs; now, therefore:

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

1. That the Purchase Agreement in the amount of $340,000.00 with the Owner for the purchase by the City of San Antonio, acting by and through the System, of the Property, for the Project is hereby approved.

2. That expenditure of the funds from the Project Fund in an amount not to exceed $348,000.00 for the acquisition of the Property and related closing costs is hereby approved.

3. That the amount not to exceed $348,000.00 is hereby made available and is to be expended from the Project Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary or advisable to effectuate the acquisition of the Property, including any amendments that do not increase the purchase price, and to pay an amount not to exceed $340,000.00 to the Owner for the acquisition of the Property through Alamo Title Insurance Company as escrow agent and to pay an amount not to exceed $8,000.00 to Alamo Title Insurance Company for title insurance and related closing costs, in accordance with the terms of the Purchase Agreement.

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

6. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffectual, 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 ineffectual.
7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of April, 2018.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Secretary

Attachments:
I  Aerial Depiction
II  Purchase Agreement
PURCHASE AGREEMENT
139 Springfield Road

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

1. **Property.** Seller agrees to convey to Buyer the tract of real property being 2.298 acres in Bexar County and being more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"); together with all water rights and claims of water rights of any nature related to the Land, and together with all of Seller's right, title and interest in and to all oil, gas and other minerals in and under that may be produced from said Land, and all appurtenances including, but not limited to, strips between the above described property and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to the described real property (all of which is hereinafter collectively called the "Property").

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

   a. **Purchase Price.** The total purchase price ("Purchase Price") for the Property shall be THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($340,000.00).

   b. **Earnest Money.** Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) with Alamo Title Company, Attn: Chris Varley, Senior Vice President, 18618 Tuscany Stone, Suite 240, San Antonio, Texas 78258 ("Title Company"), as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

   c. **Independent Consideration.** In the event that this Agreement is terminated by Buyer for any reason other than Seller's default, then (i) Earnest Money shall be paid by the Title Company to Seller as independent consideration for the rights granted to Buyer herein and (ii) Buyer shall pay Seller an additional sum of $1,000.00 as an administrative settlement for certain pre-condemnation expenses incurred by Seller.

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

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

5. **Title.** Title Company shall issue a Commitment for Title Insurance ("Title Commitment") to the Buyer on or before fifteen (15) days from the Date of this Agreement. Any matters of record in the Title Commitment shall be, together with matters shown on any survey of the Land obtained by Buyer, "Permitted Exceptions"; provided, however, in no event shall Buyer be required to object to any liens or other matters contained in Schedule C of the Title Commitment, all of which shall be satisfied by Seller at or prior to Closing, and none of which matters will constitute Permitted Exceptions.

6. **Property Information Documents.** Within ten (10) days after the Date of this Agreement, Seller shall deliver to Buyer copies of all written leases, tenancies, rental agreements and any other
agreements affecting the Property, and a full written description of any such agreements which are not written ("Property Information Documents").

7. **Investigations.** From the Date of this Agreement until its termination or Closing, Buyer and its representatives shall have the right to enter upon the Land to conduct investigations, including without limitation, soil tests, engineering studies, planning and/or feasibility studies, environmental inspections, a study of the availability of water, utilities, drainage, access, and sewer, and such other investigations as Buyer may desire to determine the suitability of the Land for Buyer's intended use. Buyer in the course of its investigation shall not unreasonably interfere with any existing operations on the Land, and Buyer shall repair any and all physical damage to the Land caused by Buyer's investigations.

8. **Feasibility Period.** Seller agrees that Buyer shall have a period expiring at 5:00 pm local San Antonio time on April 10, 2018 ("Feasibility Period") to determine the suitability of the Property for Buyer's intended use. If Buyer decides in its sole discretion not to proceed with the purchase of the Property, Buyer shall give Seller written notice of termination no or before the expiration of the Feasibility Period, in which event this Agreement shall terminate and be of no further force and effect and the Seller shall receive the Earnest Money, which shall be paid by Title Company to Seller. Subject to the satisfaction of any conditions to closing, at any time prior to the expiration of the Feasibility Period, Buyer may notify Seller in writing that Buyer has satisfied itself as to the suitability of the Property for Buyer's intended use and accelerate the expiration of the Feasibility Period and proceed to Closing in accordance with paragraph 10 below.

9. **Conditions to Closing.** This Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period. In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate, and the Seller shall receive the Earnest Money, which shall be paid by Title Company to Seller, and neither party shall have any further rights or duties hereunder.

10. **Closing.** Provided that this Agreement has not previously been terminated and that all conditions to closing have been satisfied, the conveyance of the Property shall be closed ("Closing") at the office of the Title Company on April 17, 2018, at which time the Purchase Price shall be paid by Buyer via Title Company to Seller, or such earlier date as Buyer and Seller may agree in writing provided all conditions to closing have been satisfied.

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

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

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

c. **Tax Certificates.** The title company shall deliver, at Buyer’s expense, tax certificates showing there are no delinquent taxes levied or assessed against the Property as of Closing.

d. **Affidavit of Foreign Status.** Seller shall deliver to Buyer and Title Company an affidavit indicating whether or not Seller is a “foreign person” under the Internal Revenue Act of 1954, as amended.

e. **Other Documents.** Seller shall deliver a settlement statement, affidavit of debts and liens, and such other documents as may be reasonable and customary as requested by the Title Company in connection with the Closing.

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

a. **Taxes.** Buyer is a tax-exempt entity. All ad valorem taxes on the Land shall be prorated to the date of Closing, and Seller shall be responsible for the payment of all such ad valorem taxes up to and including the date of Closing, which payment shall be made via debit or credit on the settlement statement at Closing. If the current year’s taxes are not known as of the date of Closing, the proration shall be based upon the previous year’s taxes, per Section 26.11 of the Texas Tax Code. The Title Company will pay the Seller’s prorated amount to the Bexar County Tax Assessor-Collector at Closing, per such Section 26.11. The Seller’s obligation to pay all ad valorem taxes on the Land for the year of Closing shall survive Closing. Seller shall indemnify and hold harmless Buyer from and against any and all taxes and assessments, or claims for taxes and assessments, for periods prior to the date hereof, including those attributable to periods prior to the date hereof but assessed subsequent to the date hereof due to changes in land usage or ownership, and Seller hereby expressly agrees to pay the same prior to delinquency. The provisions of this paragraph shall survive Closing.

b. **Lien Releases.** Seller shall pay all prepayment penalties, fees and other amounts necessary to release all existing notes, liens and security interests against the Seller or the Property, including recording fees.

c. **Closing Costs.** Any Service fee charged by Title Company shall be charged to the Buyer. Buyer will pay the cost of recording any documents delivered to it or them at Closing. Each party will pay its own attorney’s fees.

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

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

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

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

c. **No Leases.** At the time of Closing, the Property will not, in whole or in part, be under lease or subject to any agreement other than this Agreement.

d. **No Contracts.** Except as expressly disclosed to Buyer pursuant to paragraph 6 above, Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Property.

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

f. **No Changes to Property.** Seller shall not change or make alterations to the Property between the date of this Agreement and Closing without Buyer's prior written consent. Such prohibited changes shall include, but shall not be limited to, removing trees, or removal or relocation of site improvements or landscaping.

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

**Seller:**

Terri L. Carter
2800 Bracken Rd.
Converse, Texas 78109-1030
mscatershidecat@hotmail.com

**Buyer:**

San Antonio Water System

Attn: Manager, Corporate Real Estate
2800 US 281 North, 5th Floor, Tower I
San Antonio, Texas 78212
bruce.haby@saws.org

With a copy to:

San Antonio Water System

Attn: Mark E. Brewton, Corporate Counsel
2800 US 281 North, 6th Floor Tower I
San Antonio, Texas 78212
mark.brewton@saws.org

16. **Condemnation or Dedication.** If, as a prerequisite to the granting and/or approving of zoning, a variance or platting or replatting, the granting and/or approving jurisdiction or body requires the dedication of land to some jurisdiction, or if any portion of the Land is taken by eminent domain or condemnation, then Buyer may (a) terminate this Agreement, or (b) complete this purchase with the Purchase Price reduced by the amount of the condemnation award, prorated as applicable.

17. **Default.** In the event Buyer fails or refuses to perform in accordance with the terms of this Agreement, through no fault of Seller, then, and in that event, Seller shall give written notice of such default to Buyer and Title Company, and if Buyer's default is not cured within five (5) days
after Buyer has received Seller's notice of default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages, such sum being agreed upon as liquidated damages for the failure of Buyer to close as required by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages.

In the event Seller fails or refuses to perform in accordance with the terms of this Agreement, then, and in that event, Buyer shall have the right to terminate this Agreement and receive back the Earnest Money, enforce specific performance of this Agreement, exercise any other rights or remedies at law or in equity and/or waive any unmet requirements in whole or in part.

18. **Real Estate Commission.** Seller represents and warrants to Buyer that no real estate broker represents Seller in this transaction, and Seller shall indemnify and hold Buyer harmless from and against any and all liabilities arising from any claims caused or incurred by Buyer (including, without limitation, claims for brokerage commissions and other amounts claimed by such brokers, the costs of dispute resolution and attorneys' fees in connection therewith) as a result of this Agreement or a breach of this representation and warranty, which shall survive Closing or termination of this Agreement.

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

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

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

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

23. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Agreement.

24. **No Prohibited Person/Entities.** Seller represents and warrants to Buyer that Seller is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by Buyer that the Seller is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.

(SIGNATURE PAGE Follows)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, which are set forth above their respective signatures

EXECUTED by Seller on March 7, 2018.

Seller:

[Signature]
Terri L. Carter

EXECUTED by Buyer on March 9, 2018.

Buyer:

[Signature]
Nancy Belinsky
Title: Vice President and General Counsel

Exhibits:

Exhibit A – Property description...
Exhibit B – Form of Deed...
PURCHASE AGREEMENT
139 Springfield Road

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

1. Property. Seller agrees to convey to Buyer the tract of real property being 2.298 acres in Bexar County and being more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"); together with all water rights and claims of water rights of any nature related to the Land, and together with all of Seller’s right, title and interest in and to all oil, gas and other minerals in and under and that may be produced from said Land, and all appurtenances including, but not limited to, strips between the above described property and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to the described real property (all of which is hereinafter collectively called the "Property").

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

   a. Purchase Price. The total purchase price ("Purchase Price") for the Property shall be THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($340,000.00).

   b. Earnest Money. Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) with Alamo Title Company, Attn: Chris Varley, Senior Vice President, 18618 Tuscany Stone, Suite 240, San Antonio, Texas 78258 ("Title Company"), as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

   c. Independent Consideration. In the event that this Agreement is terminated by Buyer for any reason other than Seller's default, then (i) Earnest Money shall be paid by the Title Company to Seller as independent consideration for the rights granted to Buyer herein and (ii) Buyer shall pay Seller an additional sum of $2,500 as an administrative settlement for certain pre-condemnation expenses incurred by Seller.

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

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

5. Title. Title Company shall issue a Commitment for Title Insurance ("Title Commitment") to the Buyer on or before fifteen (15) days from the Date of this Agreement. Any matters of record in the Title Commitment shall be, together with matters shown on any survey of the Land obtained by Buyer, "Permitted Exceptions"; provided, however, in no event shall Buyer be required to object to any liens or other matters contained in Schedule C of the Title Commitment, all of which shall be satisfied by Seller at or prior to Closing, and none of which matters will constitute Permitted Exceptions.

6. Property Information Documents. Within ten (10) days after the Date of this Agreement, Seller shall deliver to Buyer copies of all written leases, tenancies, rental agreements and any other
agreements affecting the Property, and a full written description of any such agreements which are not written ("Property Information Documents").

7. **Investigations.** From the Date of this Agreement until its termination or Closing, Buyer and its representatives shall have the right to enter upon the Land to conduct investigations, including without limitation, soil tests, engineering studies, planning and/or feasibility studies, environmental inspections, a study of the availability of water, utilities, drainage, access, and sewer, and such other investigations as Buyer may desire to determine the suitability of the Land for Buyer's intended use. Buyer in the conduct of its investigation shall not unreasonably interfere with any existing operations on the Land, and Buyer shall repair any and all physical damage to the Land caused by Buyer's investigations.

8. **Feasibility Period.** Seller agrees that Buyer shall have a period expiring at 5:00 pm local San Antonio time on April 10, 2018 ("Feasibility Period") to determine the suitability of the Property for Buyer's intended use. If Buyer decides in its sole discretion not to proceed with the purchase of the Property, Buyer shall give Seller written notice of termination prior to or before the expiration of the Feasibility Period, in which event this Agreement shall terminate and be of no further force and effect and the Seller shall receive the Earnest Money, which shall be paid by Title Company to Seller. Subject to the satisfaction of any conditions to closing, at any time prior to the expiration of the Feasibility Period, Buyer may notify Seller in writing that Buyer has satisfied itself as to the suitability of the Property for Buyer's intended use and accelerate the expiration of the Feasibility Period and proceed to Closing in accordance with paragraph 10 below.

9. **Conditions to Closing.** This Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System on or before expiration of the Feasibility Period. In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate, and the Seller shall receive the Earnest Money, which shall be paid by Title Company to Seller, and neither party shall have any further rights or duties hereunder.

10. **Closing.** Provided that this Agreement has not previously been terminated and that all conditions to closing have been satisfied, the conveyance of the Property shall be closed ("Closing") at the office of the Title Company on April 17, 2018, at which time the Purchase Price shall be paid by Buyer via Title Company to Seller, or such earlier date as Buyer and Seller may agree in writing provided all conditions to closing have been satisfied.

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

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

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

c. **Tax Certificates.** The title company shall deliver, at Buyer’s expense, tax certificates showing there are no delinquent taxes levied or assessed against the Property as of Closing.

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

e. **Other Documents.** Seller shall deliver a settlement statement, affidavit of debts and liens, and such other documents as may be reasonable and customary as requested by the Title Company in connection with the Closing.

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

a. **Taxes.** Buyer is a tax-exempt entity. All ad valorem taxes on the Land shall be prorated to the date of Closing, and Seller shall be responsible for the payment of all such ad valorem taxes up to and including the date of Closing, which payment shall be made via debit or payment reflected on the settlement statement at Closing. If the current year's taxes are not known as of the date of Closing, the prorations shall be based upon the previous year's taxes, per Section 26.11 of the Texas Tax Code. The Title company will pay the Seller's prorated amount to the Bexar County Tax Assessor-Collector at Closing, per such Section 26.11. The Seller's obligation to pay all ad valorem taxes on the Land for the year of Closing shall survive Closing. Seller shall indemnify and hold harmless Buyer from and against any and all taxes and assessments, or claims for taxes and assessments, for periods prior to the date hereof, including those attributable to periods prior to the date hereof but assessed subsequent to the date hereof due to changes in land usage or ownership, and Seller hereby expressly agrees to pay the same prior to delinquency. The provisions of this paragraph shall survive Closing.

b. **Lien Releases.** Seller shall pay all prepayment penalties, fees and other amounts necessary to release any existing notes, liens and security interests against the Seller or the Property, including recording fees.

c. **Closing Costs.** Any recorder fee charged by Title Company shall be charged to the Buyer. Buyer will pay the cost of recording any documents delivered to it or them at Closing. Each party will pay its own attorney's fees.

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

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

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

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

c. **No Leases.** At the time of Closing, the Property will not, in whole or in part, be under
lease or subject to any agreement other than this Agreement.

d. **No Contracts.** Except as expressly disclosed to Buyer pursuant to paragraph 6 above,
Seller has not and will not enter into any written contracts, agreements, or listings, or be a
party to any oral understandings or agreements affecting the Property.

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

f. **No Changes to Property.** Seller shall not change or make alterations to the Property
between the date of this Agreement and Closing without Buyer’s prior written consent.
Such prohibited changes shall include, but shall not be limited to, removing trees, or
removal or relocation of site improvements or landscaping.

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

**Seller:**
Terri L. Carter
2800 Bruck Dr.
Converse, Texas 78109-1030
mswatershidez31@hotmail.com

**Buyer:**
San Antonio Water System
Attn: Manager, Corporate Real Estate
2800 US 281 North, 5th Floor, Tower I
San Antonio, Texas 78212
bruce.haby@saws.org

**With a copy to:**
San Antonio Water System
Attn: Mark E. Brewton, Corporate Counsel
2800 US 281 North, 6th Floor Tower I
San Antonio, Texas 78212
mark.brewton@saws.org

16. **Condemnation or Dedication.** If, as a prerequisite to the granting and/or approving of zoning, a
variance or platting or replatting, the granting and/or approving jurisdiction or body requires the
dedication of land to some jurisdiction, or if any portion of the Land is taken by eminent domain
or condemnation, then Buyer may (a) terminate this Agreement, or (b) complete this purchase with
the Purchase Price reduced by the amount of the condemnation award, prorated as applicable.

17. **Default.** In the event Buyer fails or refuses to perform in accordance with the terms of this
Agreement, through no fault of Seller, then, and in that event, Seller shall give written notice of
such default to Buyer and Title Company, and if Buyer’s default is not cured within five (5) days
after Buyer has received Seller's notice of default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages, such sum being agreed upon as liquidated damages for the failure of Buyer to close as required by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages.

In the event Seller fails or refuses to perform in accordance with the terms of this Agreement, then, and in that event, Buyer shall have the right to terminate this Agreement and receive back the Earnest Money, enforce specific performance of this Agreement, exercise any other rights or remedies at law or in equity and/or waive any unmet requirements in whole or in part.

18. **Real Estate Commission.** Seller represents and warrants to Buyer that no real estate broker represents Seller in this transaction, and Seller shall indemnify and hold Buyer harmless from and against any and all liabilities arising from any claims caused or incurred by Buyer (including, without limitation, claims for brokerage commissions and other amounts claimed by such brokers, the costs of dispute resolution and attorneys' fees in connection therewith) as a result of this Agreement or a breach of this representation and warranty, which shall survive Closing or termination of this Agreement.

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

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

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

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

23. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Agreement.

24. **No Prohibited Person/Entities.** Seller represents and warrants to Buyer that Seller is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by Buyer that the Seller is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.

(SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, which are set forth above their respective signatures.

EXECUTED by Seller on **MARCH 7**, 2018.

Seller:

[Signature]

Terri L. Carter

EXECUTED by Buyer on **MARCH 9**, 2018.

Buyer:

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

[Signature]

Name: Nancy Belinsky
Title: Vice President and General Counsel

Exhibits:

- Exhibit A – Property description
- Exhibit B – Form of Deed
RECEIPT OF EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $1,000.00 as Earnest Money under the foregoing Purchase Agreement. Title Company will promptly deposit the Earnest Money in an interest bearing account and hold the Earnest Money in escrow pending disbursement instructions from the parties in accordance with the terms of the Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By: ______________________________

Date: ____________________________

GF#: ____________________________
RECEIPT OF EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $1,000.00 as Earnest Money under the foregoing Purchase Agreement. Title Company will promptly deposit the Earnest Money in an interest bearing account and hold the Earnest Money in escrow pending disbursement instructions from the parties in accordance with the terms of the Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By: __________________________

Date: _________________________

GF#: _________________________
EXHIBIT A

Property Description

LOT 8, BLOCK 2, NCB 10611, 139 SPRINGFIELD ROAD, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS according to the amending plat recorded in Volume 9617, Page 149 of the Official Public Records of Real Property of Bexar County, Texas
EXHIBIT B

Form of Deed

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE Undersigned Terri L. Carter (henceforth referred to herein as “Grantor”), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by the San Antonio Water System, receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY to THE CITY OF SAN ANTONIO, a Texas municipal corporation, for the use, benefit and control of its San Antonio Water System Board of Trustees (“Grantee”), as such and their successors and office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 92-586, adopted at a regular meeting of said council, April 30, 1992, the parcel of land being Situs, BLOCK 2, NCB 10611, 139 SPRINGFIELD ROAD, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ACCORDING TO THE AMENDING PLAT RECORDED IN VOLUME 9617, PAGE 39 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (the “Land”), together with all improvements thereon, all water rights and claims of water rights of any nature related to said Land, and together with all of Grantor’s right, title and interest in and to all oil, gas and other minerals in and under and that may be produced from said Land, and all improvements, privileges and appurtenances pertaining to the Land, including, but not limited to, strips between the Land and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on, adjacent or appurtenant to the Land, and any right of reversion related to the Land (collectively, the “Property”).

This conveyance is made and accepted subject to those certain matters set forth on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Permitted Encumbrances”).

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

Grantee is a tax exempt municipal entity. Ad valorem taxes against the Property for 2018 have been prorated and the amount due for 2018 taxes shall be remitted to the Bexar County tax collector. Grantor remains responsible for all ad valorem taxes and special assessments for prior years.
EXECUTED to be effective the _____ day of _______________, 2018.

GRANTOR:

__________________________________________
Terri L. Carter

STATE OF TEXAS $    
COUNTY OF BEXAR $    

This instrument was acknowledged before me on this _____ day of _______________, 2018, by Terri L. Carter.

[Seal] _________________________________
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
San Antonio Water System
Attn: Mark Brewton
P.O. Box 2449
San Antonio, Texas 78290
Exhibit “A”

Permitted Exceptions

1. Matters contained in plats recorded in Volume 2805, Page 93, Deed and Plat Records of Bexar County, Texas and Volume 9617, Page 149, Official Public Records of Real Property, Bexar County, Texas.

2. Restrictions contained in instrument recorded in Volume 3523, Page 87, Deed and Plat Records, Bexar County, Texas.
AGENDA ITEM NO. 14

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: ACCEPTING AN OFFER AND APPROVING A PURCHASE AGREEMENT WITH MARQUIE COMMUNICATIONS, LLC FOR THE SALE OF 2706 W. SOUTHCROSS, LOCATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution accepts an offer of $380,000.00 for the sale of 2706 W. Southcross, San Antonio, Bexar County, Texas (the “Property”), and approves a Purchase Agreement (the “Agreement”) with Marquie Communications, LLC, for the sale of this Property for the purchase price of $380,000.00.

- San Antonio Water System’s (SAWS) Board of Trustees (the “Board”) declared the Property surplus by Resolution No. 16-198, which was approved on August 2, 2016.

- On September 7, 2017, by Ordinance 2017-09-07-0629, the City Council of San Antonio declared the Property surplus, and authorized SAWS to sell the Property.

- The above referenced Resolution and Ordinance authorized SAWS to sell the Property according to the requirements of Texas Local Government Code Section 253.014 which allows for SAWS to contract with a real estate broker to market the Property and to sell the Property pursuant to the highest offer.

- SAWS’ real estate broker, Cano and Company, listed the Property on the MLS beginning January 10, 2018, and negotiated directly with potential buyers for the sale of the Property. SAWS listed the Property at a sale price of $325,000.00, which was based upon recent comparable sales.

- From January 10, 2018 to February 26, 2018, three companies made a total of eight offers for the Property ranging from $325,000.00 to $380,000.00.
• The highest offer received was from Marquie Communications, LLC. The basic terms of the said offer are as follows:
  o Purchase Price: $380,000.00
  o Survey cost – none to SAWS
  o Title Policy – SAWS to pay the basic premium
  o Feasibility period – 23 days
  o Independent consideration – $100.00
  o Earnest money – $3,800.00
  o Closing Date – On or before April 12, 2018 (subject to Board approval)

• SAWS’ Brokerage Agreement No. S-17-019-JAM with Cano and Company, approved by the SAWS Board by Resolution No. 17-269, on December 5, 2017, authorizes SAWS to pay a commission of six percent of the sales price at the closing if closing occurs. If closing occurs, the six percent commission will be split between Cano and Company and Mike Pannell, buyer’s real estate broker.

• This resolution authorizes SAWS to pay, pursuant to the Agreement, closing costs (excluding real estate commissions) not to exceed $6,000.00.

Staff recommends that the Board approve this Resolution.

FINANCIAL IMPACT:

SAWS will receive $380,000.00 in cash upon the sale of this property, less related closing costs and real estate commissions. Total closing costs plus real estate commissions are not expected to exceed $28,000.00. Funds received will be deposited to the Renewal and Replacement Fund.

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

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES ACCEPTING AN OFFER IN THE AMOUNT OF $380,000.00 FOR THE SALE OF 2706 W. SOUTHCROSS, SAN ANTONIO, BEXAR COUNTY, TEXAS (THE “PROPERTY”), AND APPROVING A PURCHASE AGREEMENT WITH MARQUIE COMMUNICATIONS, LLC; AFFIRMING A SIX PERCENT COMMISSION TO BE PAID TO CANO AND COMPANY AT CLOSING AND AUTHORIZING PAYMENT OF CLOSING COSTS (EXCLUDING REAL ESTATE COMMISSIONS) UP TO $6,000.00 AT CLOSING; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the System declared the Property located at 2706 W. Southcross, San Antonio, Bexar County, Texas, as surplus by Resolution No. 16-198, approved on August 2, 2016 and further authorized the sale of the Property via Section 253.014 of the Texas Local Government Code, being the listing of a property on a multiple listing service rather than a sealed bid process; and

WHEREAS, City Ordinance No. 2017-09-07-0629 approved on September 7, 2017, declared the Property generally depicted on the Aerial Map attached as Attachment I hereto, as surplus, and further authorized the sale of the Property via Section 253.014 of the Texas Local Government Code; and

WHEREAS, pursuant to Local Government Code Chapter 253.014, the System, via its broker, Cano and Company, marketed the Property, and, the highest offer in the amount of $380,000.00 for the Property was received by Marquie Communications, LLC pursuant to a Purchase Agreement (the “Purchase Agreement”), subject to Board approval; and

WHEREAS, the System’s Brokerage Agreement No. S-17-019-JAM (the “Brokerage Agreement”) with Cano and Company, approved by the Board by Resolution No. 17-269, dated December 5, 2017, authorizes the System to pay a commission of six percent of the sales price to Cano and Company for its real estate services under the contract; and

WHEREAS, pursuant to the Purchase Agreement attached hereto as Attachment II, the System seeks to authorize the payment of up to $6,000.00 in closing costs (excluding real estate commissions) to Alamo Title Insurance Company; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) accept the offer in the amount of $380,000.00 for the Property and approve a Purchase Agreement with Marquie Communications, LLC for the sale of the Property, (ii) affirm the payment of a commission of six percent of the sales price to Cano and Company to be paid at closing pursuant to the Brokerage Agreement, if and only if closing occurs, (iii) authorize payment of up to $6,000.00 for closing costs (excluding real estate commissions) payable to Alamo Title Insurance Company, and (iv) authorize the President/Chief Executive Officer or his duly appointed designee to execute all documents necessary to complete the sale of the Property, including contract amendments/extensions that do not decrease the purchase price, and perform all the duties and obligations of the seller in said Purchase Agreement; now, therefore:

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

1. That the offer in the amount of $380,000.00 for the Property, San Antonio, Bexar County, Texas, is hereby accepted and a Purchase Agreement with Marquie Communications, LLC for the sale of said Property is hereby approved as attached hereto as Attachment II and incorporated herein for all purposes.

2. That a commission of six percent of the sales price is hereby affirmed to be paid to Cano and Company at closing pursuant to the Brokerage Agreement, if and only if closing occurs.

3. That payment of up to $6,000.00 for closing costs (excluding real estate commissions), payable to Alamo Title Insurance Company, is hereby authorized.

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

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

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

7. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 3rd day of April, 2018.

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________
Secretary

Attachments:

I  Aerial Depiction
II  Purchase Agreement
PURCHASE AGREEMENT
2706 W. Southercross

This Purchase Agreement (the “Agreement”) is made by and between City of San Antonio, acting by and through its San Antonio Water System, hereinafter called “Seller”, and Marquie Communications, LLC, a Texas limited liability company, hereinafter called "Buyer", and constitutes a contract for the purchase and sale of the described property, as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to convey to Buyer the tract(s) of real property located in Bexar County, Texas, being described in Exhibit A attached hereto and incorporated herein (the “Property”), together with Seller’s right, title and interest in all rights and appurtenances thereto.

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

   a. **Purchase Price.** The total purchase price (“Purchase Price”) for the Property shall be THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($380,000.00).

   b. **Earnest Money.** Buyer shall deposit THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($3,800.00) with Alamo Title Company, Attn Chris Varley, Senior Vice President, 18618 Tuscany Stone, Suite 240, San Antonio, TX 78258, San Antonio, Texas 78257 (“Title Company”), as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at closing or if the conveyance of the Property is closed or otherwise held and disbursed in accordance with the terms and provisions hereof. Title Company shall, immediately following receipt, deposit the Earnest Money in an interest bearing account and maintain such account until the Earnest Money is disbursed in accordance herewith.

   c. **Independent Consideration.** On or before this Date of this Agreement (hereinafter defined), Buyer shall pay to Seller by certified or cashier’s check the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) (hereinafter “Independent Consideration”) as independent consideration for this Agreement and for Buyer’s termination rights under Section 8 hereinafter. The Independent Consideration shall be non-refundable except in the event of a Seller default under the Agreement or if Seller’s Board of Trustees does not approve this Agreement, provided for in Section 10 hereinafter. The Independent Consideration shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

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

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

5. **Survey.** Any survey that Buyer wishes to obtain shall be at Buyer’s sole expense.

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

7. Exceptions, Reservations, Platting. The Property will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas and (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations.

8. Feasibility Period. On or before 5:00 pm San Antonio local time on March 22, 2018 (the “Feasibility Period”), the Buyer shall conduct, at the Buyer’s sole cost, any inspections and environmental assessments on the Property that the Buyer may elect, subject to the indemnity and other provisions of Section 8 of this Agreement. If an Environmental Professional (as defined in 40 CFR Part 312.10(h)) desires to communicate with Seller, the communication must be in writing and delivered to Seller at the address stated in Section 14 below. The Buyer may not conduct invasive tests, including boring and drilling, upon the Property, without Seller’s prior written consent, a condition of which shall be Seller’s approval in Seller’s reasonable discretion, of Buyer’s plan for conducting such invasive tests on the Property. Buyer shall promptly restore the Property to its original condition following any such invasive tests, which obligation shall survive termination of this Agreement.

If Buyer decides in its sole discretion not to proceed with the purchase of the Property and the easements described herein, Buyer shall give Seller written notice of termination on or before the expiration of the Feasibility Period, at which point this Agreement shall terminate and be of no further force and effect, except for the obligations in this Section 8 that survive termination, Buyer shall receive back the Earnest Money, and Seller shall retain the Independent Consideration.

Buyer shall cause all third party surveyors, inspectors and Environmental Professionals to submit to Seller an insurance certificate evidencing commercial general liability coverage in not less than $5,000,000 prior to and as a condition to entry upon the Property.

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

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

10. Conditions to Closing. This Agreement is subject to the approval of the Board of Trustees of the
San Antonio Water System on or before the Closing Date (hereinafter defined). In the event that
this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or
before the Closing Date, notwithstanding any provision herein to the contrary, this Agreement shall
automatically terminate and the Earnest Money and Independent Consideration shall be returned
to Buyer, and neither party shall have any further rights or duties hereunder other than those rights
or duties that expressly survive termination of this Agreement.
11. Closing. The conveyance of the Property to Buyer shall be closed ("Closing") at the office of the Title Company on April 12, 2018 (the "Closing Date"), or such earlier date as the parties may agree to, provided all conditions to closing have been satisfied.

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

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

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

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

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

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

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

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

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

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

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

Buyer: Marque Communications, LLC
2935 Kerri Elizabeth
San Antonio, Texas 78237
mreyna@mar-comm.co

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

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

16. **Real Estate Commission.** Only if the sale from Seller to Buyer closes pursuant to this Agreement, Seller will pay as Closing a six percent (6%) brokerage fee (the "Commission") to Cano & Company, ("Buyer's Broker") pursuant to a separate written agreement. If Buyer has engaged a broker ("Buyer's Broker") via written brokerage agreement, Seller's Broker has agreed via such separate written agreement to share the Commission equally with Buyer's Broker. To further memorialize such Commission splitting, Seller's Broker and Buyer's Broker shall execute the Broker's Addendum attached hereto. The Buyer represents and warrants that no broker other than Buyer's Broker as identified in the Broker's Addendum represents Buyer and Buyer hereby agrees to defend, indemnify and hold harmless Seller for any claims for a brokerage fee or commission resulting from this transaction. The Buyer's obligation to indemnify under this Section 16 shall survive Closing.

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

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

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

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

22. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Agreement. Pdf or electronically transmitted signatures shall constitute originals signatures.

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

24. **Disclosures.**

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

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

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

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

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

25. **No Prohibited Persons/Entities.** Buyer represents and warrants to Seller that Buyer is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by Seller that the Buyer is a prohibited person/entity as set forth herein above shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.

26. **Form 1295.** On or before the Date of this Agreement, Buyer shall submit to Seller a completed Texas Ethics Commission Form 1295 Certificate of Interested Parties.

(SIGNATURE PAGE FOLLOWS)

Seller:

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

By: ________________________________
   Nancy Belinsky
   Vice President and General Counsel

EXECUTED by Buyer on 2/24/2018.

Buyer:

Marquie Communications, LLC, a Texas limited liability company

By: ________________________________
   Print name: MARIA REYN
   [signature]
   PRESIDENT

Exhibits:
Exhibit A: Legal description
Exhibit B: Form of Deed
RECEIPT OF CONTRACT & EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $3,800.00 as Earnest Money under the foregoing Purchase Agreement. Title Company will promptly deposit the Earnest Money in an interest bearing account and hold the Earnest Money in escrow in accordance with the terms of the Purchase Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By: [Signature]
Date: January 20, 2018
GF#: 40004-000366
BROKER’S ADDENDUM
TO PURCHASE AGREEMENT
2706 W. Southercross

Cano & Company ("Seller’s Broker") will receive a 6% commission (the “Commission”) of the Purchase Price at Closing, if and only if Closing occurs, pursuant to a separate written agreement between Seller and Seller’s Broker.

If Seller’s Broker receives the Commission, Seller’s Broker shall, at Closing, split the Commission on a 50/50 basis with NU Home Source Realty, LLC (“Buyer’s Broker”), such that Buyer’s Broker shall receive from Seller’s Broker an amount equal to 3% of the Purchase Price.

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

Cano & Company
By: [Signature]
Printed Name: [Signature]
Title: [Title]

NU Home Source Realty, LLC
By: [Signature]
Printed Name: [Signature]
Title: Owner/Manager
Texas Broker’s License #: 55600
EXHIBIT A

Legal Description of Property

Lots 1 through 10, Block 15, New City Block 8911, SOUTH SAN ANTONIO, FIRST FILING, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 368, Page 177, Deed and Plat Records, Bexar County
EXHIBIT B

Form of Deed

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

STATE OF TEXAS

COUNTY OF BEXAR

DEED WITHOUT WARRANTY

Effective Date:

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

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

Grantee:

Grantee’s Mailing Address:

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

Property: Lots 1 through 15, Block 15, Rupen City Block 8911, SOUTH SAN ANTONIO, FIRST FILING, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 368, Page 177, Deed and Plat Records, Bexar County, together with Grantor’s right, title and interest in all improvements thereon and all appurtenances thereto.

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas.

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

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

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

This conveyance is being made subject to the ad valorem taxes for the year 2018 and all subsequent years, which are assumed by Grantee. Any “rollback” taxes assessed against the Property are hereby assumed by Grantee.

Signatures on following pages
GRANTOR:

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

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

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this __________ day of __________, 2018, by Nancy Belinsky, Vice President and General Counsel of the San Antonio Water System, a municipal utility of the City of the San Antonio, on behalf of said municipal utility.

[Seal]

Notary Public, State of Texas

B-3
ACCEPTED BY GRANTEE:

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on this ______ day of ________, 2018
by ________________________________.

[Seal]

Notary Public, State of Texas

After recording, return to:
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 EASEMENT FOR THE FEATHERCREST AND STONE RIDGE LIFT STATIONS UPGRADES PROJECT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of one permanent easement (the “Easement”) containing approximately 0.6409 acres for the Feathercrest and Stone Ridge Lift Stations Upgrades Project (the “Project”). It also authorizes the expenditure of $150,000.00 for the Easement.

- The Feathercrest lift station will be located at the east corner of Thousand Oaks Drive and Park Crossing Drive, 12850 and 12866 Park Crossing Drive, San Antonio, Bexar County, Texas.

- The Project includes the relocation of the Feathercrest lift station outside of the 100-year flood plain, dual force mains for redundancy, and an increase in wet well capacity. The design also includes the elimination and demolition of the Stone Ridge lift station.

- The San Antonio Water System (SAWS) requires the acquisition of real property, being the Easement, located at 12850 and 12866 Park Crossing Drive, San Antonio, Bexar County, Texas, for the construction of the Project.

- The property on which the Easement is located is owned by Mr. Ginther Eng and Mr. Victor Eng (collectively, the “Owner”).

- SAWS’ offer of $139,200.00 was based on an appraisal from Eckmann Groll, Inc. dated January 31, 2018. SAWS and the Owner have agreed on a purchase amount of $150,000.00 for the Easement.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will incur the acquisition costs and possible legal fees associated with the acquisition of the land rights necessary for this Project. Funding for these land rights are found in the CY 2017 Capital Improvement Program.

The total amount is $150,000.00 for the acquisition of the Easement.

Bruce A. Haby  
Manager  
Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

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

OF THE SAN ANTONIO WATER SYSTEM (THE
“SYSTEM”) BOARD OF TRUSTEES APPROVING THE
ACQUISITION OF A PERMANENT LIFT STATION
EASEMENT FROM MR. GINTHER ENG AND MR. VICTOR
ENG, BEING APPROXIMATELY 0.6409 ACRES AND
LOCATED OUTSIDE LOOP 410 AT THE EAST CORNER
OF THOUSAND OAKS DRIVE AND PARK CROSSING
DRIVE, IN THE NORTHEAST QUADRANT OF BEXAR
COUNTY, TEXAS, (THE “EASEMENT”), IN CONNECTION
WITH THE FEATHERCREST AND STONE RIDGE LIFT
STATIONS UPGRADES PROJECT (THE “PROJECT”) IN A
TOTAL AMOUNT NOT TO EXCEED $150,000.00; FINDING
THE RESOLUTION TO HAVE BEEN CONSIDERED
PURSUANT TO THE LAWS GOVERNING OPEN
MEETINGS; PROVIDING A SEVERABILITY CLAUSE AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the System has determined that acquisition of the Easement, being
more particularly described and depicted in Attachment I, attached hereto and incorporated herein
for all purposes, is necessary for the Feathercrest and Stone Ridge Lift Stations Upgrades Project;
and

WHEREAS, the property on which the Easement is located is owned by Mr.
Ginther Eng and Mr. Victor Eng (collectively, the “Owner”); and

WHEREAS, the Owner has agreed to grant the Easement to the System for the
sum of $150,000.00; and

WHEREAS, funds in the amount not to exceed $150,000.00 are available in the
Project Fund for the purchase of the Easement; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i)
approve the acquisition of the Easement for the Feathercrest and Stone Ridge Lift Stations
Upgrades Project as herein described, and (ii) authorize the expenditure of funds in an amount not
to exceed $150,000.00 for the acquisition of the Easement; now, therefore:

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

1. That the acquisition of the Easement, in substantially the form attached as Attachment II,
for the Feathercrest and Stone Ridge Lift Stations Upgrades Project, is hereby approved.
2. That the expenditure from the Project Fund in the CY 2017 Capital Improvement Program, in a total amount not to exceed $150,000.00 for the acquisition of the Easement is hereby approved, made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary to effectuate the acquisition of the Easement and to pay an amount not to exceed $150,000.00 to the Owner for the acquisition of the Easement.

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

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

6. This resolution becomes effective immediately upon its passage.

   PASSED AND APPROVED this 3rd day of April, 2018.

   ________________________________
   Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Secretary

Attachment:
I    Aerial Map
II   Permanent 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 §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEXAR §

THAT, GINThER ENG & VICTor ENG, 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 exclusive easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer lift stations, lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

Being A 0.6409 acre (27,168 sq. ft.) tract of land, being 0.4961 acres out of Lot 10 and 0.1448 acres out of Lot 9 of the Park Corner Shopping Center Subdivision, Unit 1, Block 50, M.C.B. 17167 as shown on a plat recorded in Volume 9514, Page 49 of the Deed and Plat Records of Bexar County, Texas; and being more particularly described and depicted in Exhibits "A" and "B" 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 lift stations, lines, facilities and appurtenances to be placed within the above described permanent Easement Area.

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 lift stations, lines, facilities and appurtenances; the right to relocate said lift stations, lines, facilities and appurtenances within said Easement Area; the right to fence the 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, as this is an exclusive easement, no encroachments, slabs, roads, landscaping, other utilities (unless
pursuant to a prior recorded utility easement), buildings or structures of any kind will be placed on said Easement Area and that removal of any such items 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 8th day of March, 2018

GRANTOR:

[Signature]

Ginther Eng

STATE OF Texas

COUNTY OF Bear

This instrument was acknowledged before me on March 8, 2018, by Ginther Eng.

[Seal]

Bobby Carroll Harrad, Jr.
Notary Public
GRANTOR CONT’D.:  

Victor Eng

STATE OF Texas §

COUNTY OF Bexar §

This instrument was acknowledged before me on March 8, 2018, by Victor Eng.

BOBBY CARROLL HARPAID, JR.
MY COMMISSION EXPIRES
December 5, 2018

[Seal]

Notary Public
FIELD NOTES DESCRIPTION

0.6409 ACRES
(27,919.4 Sq. Ft.)

A 0.6409 acre (27,919.4 Sq. Foot) tract of land, being 0.4961 acres out of Lot 10 and 0.1448 acres out of Lot 9 of the Park Corner Shopping Center Subdivision, Unit 1, Block 50, N.C.B. 17167 as shown on a plat recorded in Volume 9514, Page 130 of the Deed and Plat Records of Bexar County, Texas; being more particularly described as follows:

BEGINNING: at a ½ inch iron rod (N = 13,756,034.433, E = 2,414,398.894) found on the Northeastern Right of Way line of Thousand Oaks (60’ R.O.W.) for the Westernmost corner of Lot 1, Block 50 of the Northern Hills Subdivision, Unit 20, N.C.B. 17167, as shown on a plat recorded in Volume 9300, Page 130 of the Deed and Plat Records of Bexar County, Texas, the Southermost corner of said Lots of the said Park Corner Shopping Center, for the Southermost corner of this tract of land from which a ½ inch iron rod found for the Southermost corner of said Northern Hill Unit 20 bears S 49°00’25” E – 809.02 feet;

THENCE: N 48°56’45” W – 40.00 feet along the Northeastern line of said Thousand Oaks, the Southwestern line of Lot 9 of the said Park Corner Shopping Center to a ½ inch iron rod with cap marked “Ford Eng Inc” set for a corner of this tract of land, from which a nail with washer in concrete marked “ACRS” found for a corner of said Lot 9 bears N 48°56’45” W – 113.23 feet;

THENCE: N 41°00’39” W – at 157.78 feet pass the common line of said Lots 9 and 10, a distance in all of 182.28 feet to a ½ inch iron rod with cap marked “Ford Eng Inc” set for a corner of this tract of land;

THENCE: N 48°58’05” W – 90.00 feet across said Park Corner Shopping Center Lot 10 to a ½ inch iron rod with cap marked “Ford Eng Inc” set for a corner of this tract of land;

THENCE: N 41°02’39” E – 160.00 feet continuing across said Lot 10 to a ½ inch iron rod with cap marked “Ford Eng Inc” set on the Northeastern line of said Lot 10, a line of that certain 17.869 acre tract of land conveyed to Lake Association of Northern Hills, Inc. in Volume 16883, Page 1394 of the Official Records of Bexar County, Texas, for the Northernmost corner of this tract of land, from which a ½ inch iron rod with cap marked “Ford Eng Inc” set on the Southeastern line of Park Crossing (60’ R.O.W.) for the Northernmost corner of said Lot 10 bears N 48°58’05” W – 156.13 feet;
THENCE: S 48°58'05" E – 107.11 feet along the Northeastern line of said Lot 10, a line of the said 17.869 acre tract to a ½ inch iron rod found for a corner of said Lot 10, a corner of the said 17.869 acre tract, for a corner of this tract of land;

THENCE: S 15°52'31" E – 27.32 feet along a line of said Lot 10, a line of the said 17.869 acre tract to a ½ inch iron rod (N = 13,753,281.318, E = 2,154,613.843) found for the Easternmost corner of said Lot 10, the Northernmost corner of Lot 1, Block 50 of the said Northern Hills, Unit 20, for a corner of this tract of land;

THENCE: S 41°02'39" W – along the Southeastern line of said Lots 9 and 10, the Northwestern line of said Northern Hills, Unit 20, at 169.94 feet pass a ½ inch iron rod found for a common corner of said Lots 9 and 10, a distance in of 327.35 feet to the POINT OF BEGINNING and containing 0.6409 acres (27,919.48 sq. feet) of land, according to a survey made on the ground under my supervision.

Corresponding plat prepared.
1800.3934.docx

BEARINGS AND COORDINATES ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL TEXAS NAD 83/93; COORDINATES SHOWN HEREON HAVE AN APPLIABLE SURFACE SCALE FACTOR OF 1.00017.

Rex L. Hackett, R.P.L.S., L.S.L.S.
Registered Professional Land Surveyor
License Number 5573
EXHIBIT "B"

BEARING AND COORDINATES ARE BASED ON
LAMBERT GRID, TEXAS STATE PLANE COORDINATE
SOUTH CENTRAL ZONE NAD 83/93; COORDINATES
SHOWN HEREON HAVE AN APPLIED SURFACE SCALE
FACTOR OF 1.00017

THIS SURVEY WAS MADE ON THE GROUND, UNDER
MY SUPERVISION AND COMPLIES WITH THE CURRENT
TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S
STANDARDS AND SPECIFICATIONS FOR A CATEGORY
1B, CONDITION 2.

REX L. HACKETT, R.P.L.S., L.S.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5573
DATE: 02-01-2018
PROJECT NO. 1800.3934

PLAT SHOWING
0.6409 ACRES 27,919.4 Sq. Ft.
BEING 0.4961 ACRES OUT OF LOT 10
& 0.1448 ACRES OUT OF LOT 9 OF THE
PARK CORNER SHOPPING CENTER, UNIT 1
BLOCK 50, N.C.B. 17167 AS SHOWN ON
A PLAT RECORDED IN VOLUME 9514
PAGE 49 OF THE DEED & PLAT RECORDS
OF BEAVER COUNTY, TEXAS

REX L. HACKETT
PROFESSIONAL SURVEYOR
STATE OF TEXAS
LICENSED AND REGISTRED

FORD ENGINEERING INC.
ENGINEERING * SURVEYING * PLANNING
10927 WYE DRIVE STE 104, SAN ANTONIO, TEXAS 78217  P (210) 590-4777  F (210) 590-4940
TBPE NO. F-1192  WWW.FORDENGINEERING.COM  TBPLS No. 10018400

MEMBER
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS

TEXAS SOCIETY OF PROFESSIONAL SURVEYORS
TO: San Antonio Water System Board of Trustees

FROM: Annette Duron, Interim-Director, Operations Support, and Jeffrey J. Haby, P.E., Vice President, Production and Treatment

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

SUBJECT: AWARD OF SERVICE CONTRACT IN CONNECTION WITH SANITARY SEWER CLEANING AND INSPECTION OF ASSETS AT THE LEON CREEK WRC CONTRACT

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a service contract to Taplin Group, LLC, a non-local, non-SMWVB firm, in the amount of $575,250.15 in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract.

- San Antonio Water System (SAWS) is required under the Consent Decree to inspect all large diameter sanitary sewer mains over a period not to exceed four years. Those mains found to have debris obstructing 20 percent or more of the cross sectional area of the pipe must be cleaned if the hydraulic modeling performed by SAWS confirms that the depth of debris present will constitute a Capacity Constraint as defined by the Consent Decree.

- Subsequent to the recent sonar inspections conducted on the large mains entering the headworks of the Leon Creek Water Recycling Center (WRC), it was found that these critical mains contain debris exceeding the 20 percent Consent Decree threshold.

- Because these four large diameter pipeline segments are surcharged and cannot be cleaned and inspected with in-house forces due to their size and the specialized equipment needed for the cleaning and inspection work, this contract outsources the services to clean approximately 683 feet of 78-inch diameter pipeline and approximately 676 feet of 60-inch diameter pipeline and designated structures, to internally inspect the assets, and to submit a report of the recorded data resulting from the work.

- The Request for Proposals (RFP) process was used to select the vendor for this contract.

- Taplin Group, LLC was selected for this contract.

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

Funds for these contract services to be provided during FY 2018 were included in the FY 2018 Annual Operating Budget and will be financed with revenues from the System Fund. The System Fund will finance the amount of $575,250.00 for contract services (Company: 1000, Accounting Unit: 5044900 & 5043800, Account: 511312). The SAWS bid number for this project is 18-18015.

SUPPLEMENTARY COMMENTS:

SAWS staff utilized the RFP process to acquire these services because of the complex nature of this work and the associated risk. The unique challenges of this particular cleaning and inspection project dictated that SAWS obtain and evaluate vendors’ innovative approaches to accomplish the work rather than prescribing the means and methods; thus, the RFP process was determined to be the most effective way to acquire a vendor’s services. Understanding that each vendor may have more than one innovative approach and associated price to accomplish the work, vendors were invited to submit up to two proposed alternatives.

Similar to the “best value” approach, the RFP process affords SAWS the opportunity to establish a reasonable balance between price and qualifications in the selection of a vendor to perform the pipeline cleaning and inspection work. Vendors were required to submit qualifications with their proposals. Weighted evaluation criteria were established in the RFP as a means to determine the best proposed alternative based upon the importance of the criterion. The weighted criteria are listed below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Pricing</td>
<td>35</td>
</tr>
<tr>
<td>b. Project Approach</td>
<td>25</td>
</tr>
<tr>
<td>c. Similar Prior Experience and References</td>
<td>15</td>
</tr>
<tr>
<td>d. Resources</td>
<td>15</td>
</tr>
<tr>
<td>e. Adherence to Small, Minority, Woman, and Veteran-owned Business (SMWVB) Participation</td>
<td>10</td>
</tr>
</tbody>
</table>

MAXIMUM TOTAL POINTS PER EVALUATOR 100

The proposals were submitted on March 14, 2018. All properly submitted proposals were reviewed and scored by a five person evaluation committee.

SAWS received proposals from the following vendors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Score</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taplin Group, LLC</td>
<td>$575,250.15</td>
<td>427</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Ace Pipe Cleaning, Inc.</td>
<td>$493,753.69</td>
<td>424</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>
Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract

Staff recommends that the contract be awarded to Taplin Group, LLC as the vendor that provides the best balance between price and qualifications.

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

| Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract |
| TAPLIN GROUP, LLC |
| SMWVB Analysis – Board Award |
| SBE | 0.50% |
| MBE – African American | 0.00% |
| MBE – Asian | 0.00% |
| MBE – Hispanic | 1.00% |
| MBE – Other | 0.00% |
| WBE – Minority | 19.20% |
| WBE – Non-Minority | 0.00% |
| SMWVB Total | 20.70% |

Annette Duron
Interim-Director
Operations Support

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 SERVICE CONTRACT TO TAPLIN GROUP, LLC IN THE AMOUNT OF $575,250.15 IN CONNECTION WITH THE SANITARY SEWER CLEANING AND INSPECTION OF ASSETS AT THE LEON CREEK WRC CONTRACT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $575,250.15 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A SERVICE CONTRACT WITH TAPLIN GROUP, LLC AND TO PAY TAPLIN GROUP, LLC AN AMOUNT NOT TO EXCEED $575,250.15 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is undertaking to clean and inspect sewer pipeline assets in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract as part of its maintenance program associated with the Consent Decree; and

WHEREAS, cleaning and inspection contracts have been implemented in the past; and

WHEREAS, this project includes the cleaning and inspection of approximately 683 feet of 78-inch diameter pipeline and approximately 676 feet of 60-inch diameter pipeline and designated structures (the “project work”); and

WHEREAS, the System has requested proposals for the project work; and

WHEREAS, Taplin Group, LLC, a non-local, non-SMWVB firm, was selected by an evaluation committee for the proposed amount of $575,250.15 for the project work; and

WHEREAS, System funds in the estimated amount of $575,250.15 are required for the project work and are available from the System Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a service contract to Taplin Group, LLC in the amount of $575,250.15 in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract, (ii) to approve the expenditure of funds in an amount not to exceed $575,250.15 from the System Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed
designee to execute a service contract with Taplin Group, LLC and to pay Taplin Group, LLC an amount not to exceed $575,250.15 for the project work; now, therefore:

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

1. That a service contract in the amount of $575,250.15 is hereby awarded to Taplin Group, LLC in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC Contract.

2. That the expenditure of funds in an amount not to exceed $575,250.15 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 execute a service contract with Taplin Group, LLC and to pay Taplin Group, LLC an amount not to exceed $575,250.15 in connection with the Sanitary Sewer Cleaning and Inspection of Assets at the Leon Creek WRC 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 3\textsuperscript{rd} day of April, 2018.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Secretary
TO: San Antonio Water System Board of Trustees

FROM: Annette Duron, Interim-Director, Operations Support, 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 2018 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 1

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $884,355.00 to Nerie Construction Limited Liability Company, a local, MBE-Hispanic firm, in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1.

- Building/Private Property Backups are defined by the Consent Decree to be when wastewater backups into a building that are caused by blockages, malfunctions, or flow conditions in the Wastewater Collection and Transmission (a.k.a. Sanitary Sewer) System (WCTS) owned by the San Antonio Water System (SAWS), which includes sewer laterals owned by SAWS.

- SAWS takes remedial measures to resolve Building/Private Property Backups which are a result of deficiencies in the SAWS WCTS and may include repair or replacement of the portion of the lateral owned by SAWS.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary remedial measures to renew or repair laterals owned by SAWS.

- The contract will allow for work orders to be issued and managed by SAWS staff for the renewal and repair of laterals. The work orders will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- Nerie Construction Limited Liability Company has submitted the low bid of $884,355.00.

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

Funds for these contract services to be provided during FY 2018 were included in the FY 2018 Annual Operating Budget. The System Fund will finance the amount of $884,355.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account 511220). The SAWS job number for the renewal of sewer laterals is 18-1402 (CIP). The SAWS job number for all other work is 18-0107 (O&M).

Funds for these contract services to be provided during FY 2019 will be paid from System funds budgeted in the 2019 Budget, pursuant to and contingent upon Board approval of the 2019 budget with a line item for such expenditures (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS Sewer System Improvements Department staff prepared the specifications for this project. The engineer’s estimated construction cost is $1,000,000.00.

A bid opening was held on February 27, 2018 at 10:00 a.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
<th>Local/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nerie Construction Limited Liability Company</strong>*</td>
<td>$ 884,355.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$ 911,040.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$ 991,255.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td><strong>Engineer’s Estimate</strong></td>
<td>$ 1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$ 1,084,580.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$ 1,104,967.50</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Co., Inc.</td>
<td>$ 1,491,695.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td>National Power Rodding Corp.</td>
<td>$ 2,061,052.95</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>* Lowest Responsible Bidder</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bid amount represents an 11.6 percent decrease from the estimated construction cost.

The construction contract will remain in full force for a period of one year (365 calendar days) from the Notice to Proceed date or until funds are exhausted from the contract.
Additionally, the overall SMWVB analysis is shown in the following table:

### 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1

<table>
<thead>
<tr>
<th>Nerie Construction Limited Liability Company</th>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>80.00%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>SMWB Total</strong></td>
<td><strong>80.00%</strong></td>
</tr>
</tbody>
</table>

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Annette Duron  
Interim-Director  
Operations Support

**APPROVED:**

Robert R. Puente  
President/Chief Executive Officer

Jeffrey J. Haby, P.E.  
Vice President  
Production and Treatment
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO NERIE CONSTRUCTION LIMITED LIABILITY COMPANY IN THE AMOUNT OF $884,355.00 IN CONNECTION WITH THE 2018 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 1; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $884,355.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK, AND THAT THE SUBSEQUENT YEAR'S EXPENDITURES ARE PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE SUBSEQUENT YEAR'S BUDGET WITH A LINE ITEM FOR SUCH EXPENDITURES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH NERIE CONSTRUCTION LIMITED LIABILITY COMPANY AND TO PAY NERIE CONSTRUCTION LIMITED LIABILITY COMPANY AN AMOUNT NOT TO EXCEED $884,355.00 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, Building/Private Property Backups are defined by the Consent Decree to be when wastewater backups into a building that are caused by blockages, malfunctions, or flow conditions in the Wastewater Collection and Transmission (a.k.a. Sanitary Sewer) System (WCTS) owned by the San Antonio Water System (the “System”), which includes sewer laterals owned by the System; and

WHEREAS, the System requires construction services to perform the necessary remedial measures (the "project work") to resolve condition deficiencies in the System laterals; and

WHEREAS, this contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary renewal and repair of laterals; and

WHEREAS, the System solicited bids for the project work; and
WHEREAS, Nerie Construction Limited Liability Company, a Local, MBE-Hispanic firm, submitted a bid in the amount of $884,355.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $884,355.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) award a construction contract to Nerie Construction Limited Liability Company in the amount of $884,355.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1, (ii) approve and make available an amount not to exceed $884,355.00 from the System Fund for the project work, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures, and (iii) authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Nerie Construction Limited Liability Company, and to pay Nerie Construction Limited Liability Company an amount not to exceed $884,355.00 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 $884,355.00 is hereby awarded to Nerie Construction Limited Liability Company in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1.

2. That the expenditure of System funds in an amount not to exceed $884,355.00 for the project work is hereby approved and made available from the System Fund, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Nerie Construction Limited Liability Company, and to pay Nerie Construction Limited Liability Company an amount not to exceed $884,355.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 3rd day of April, 2018.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Secretary
TO: San Antonio Water System Board of Trustees

FROM: Annette Duron, Interim-Director, Operations Support, 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 2018 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 2

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $837,270.00 to Nerie Construction Limited Liability Company, a local, MBE-Hispanic firm, in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2.

- Building/Private Property Backups are defined by the Consent Decree to be when wastewater backups into a building that are caused by blockages, malfunctions, or flow conditions in the Wastewater Collection and Transmission (a.k.a. Sanitary Sewer) System (WCTS) owned by the San Antonio Water System (SAWS), which includes sewer laterals owned by SAWS.

- SAWS takes remedial measures to resolve Building/Private Property Backups which are a result of deficiencies in the SAWS WCTS and may include repair or replacement of the portion of the lateral owned by SAWS.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary remedial measures to renew or repair laterals owned by SAWS.

- The contract will allow for work orders to be issued and managed by SAWS staff for the renewal and repair of laterals. The work orders will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- Nerie Construction Limited Liability Company has submitted the low bid of $837,270.00.

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

Funds for these contract services to be provided during FY 2018 were included in the FY 2018 Annual Operating Budget. The System Fund will finance the amount of $837,270.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account 511220). The SAWS job number for the renewal of sewer laterals is 18-1402 (CIP). The SAWS job number for all other work is 18-0108 (O&M).

Funds for these contract services to be provided during FY 2019 will be paid from System funds budgeted in the 2019 Budget, pursuant to and contingent upon Board approval of the 2019 budget with a line item for such expenditures (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS Sewer System Improvements Department staff prepared the specifications for this project. The engineer’s estimated construction cost is $1,000,000.00.

A bid opening was held on February 27, 2018 at 2:00 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
<th>Local/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nerie Construction Limited Liability Company*</td>
<td>$ 837,270.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$ 862,175.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$ 877,355.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$ 881,140.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Cruz Tec, Inc.</td>
<td>$ 900,072.50</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$ 996,876.75</td>
<td>Local/SBE</td>
</tr>
<tr>
<td><strong>Engineer’s Estimate</strong></td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Co., Inc.</td>
<td>$1,491,695.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 16.3 percent decrease from the estimated construction cost.

The construction contract will remain in full force for a period of one year (365 calendar days) from the Notice to Proceed date or until funds are exhausted from the contract.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>81.07%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWB Total</td>
<td>81.07%</td>
</tr>
</tbody>
</table>

Approved:

Annette Duron
Interim-Director
Operations Support

Jeffrey J. Haby, P.E.
Vice President
Production and Treatment

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES Awarding A Construction Contract to Nerie Construction Limited Liability Company in the Amount of $837,270.00 in Connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2; Approving and Making Available the Expenditure of Funds in an Amount Not to Exceed $837,270.00 from the System Fund for the Project Work, and That the Subsequent Year's Expenditures Are Pursuant to and Contingent Upon Board Approval of the Subsequent Year's Budget with a Line Item for Such Expenditures; Authorizing the President/Chief Executive Officer or His Duly Appointed Designee to Execute a Construction Contract with Nerie Construction Limited Liability Company, and to Pay Nerie Construction Limited Liability Company an Amount Not to Exceed $837,270.00 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, Building/Private Property Backups are defined by the Consent Decree to be when wastewater backups into a building that are caused by blockages, malfunctions, or flow conditions in the Wastewater Collection and Transmission (a.k.a. Sanitary Sewer) System (WCTS) owned by the San Antonio Water System (the “System”), which includes sewer laterals owned by the System; and

WHEREAS, the System requires construction services to perform the necessary remedial measures (the "project work") to resolve condition deficiencies in the System laterals; and

WHEREAS, this contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary renewal and repair of laterals; and

WHEREAS, the System solicited bids for the project work; and
WHEREAS, Nerie Construction Limited Liability Company, a local, MBE-Hispanic firm, submitted a bid in the amount of $837,270.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $837,270.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) award a construction contract to Nerie Construction Limited Liability Company in the amount of $837,270.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2, (ii) approve and make available an amount not to exceed $837,270.00 from the System Fund for the project work, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures, and (iii) authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Nerie Construction Limited Liability Company, and to pay Nerie Construction Limited Liability Company an amount not to exceed $837,270.00 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 $837,270.00 is hereby awarded to Nerie Construction Limited Liability Company in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2.

2. That the expenditure of System funds in an amount not to exceed $837,270.00 for the project work is hereby approved and made available from the System Fund, and that the subsequent year’s expenditures are pursuant to and contingent upon Board approval of the subsequent year’s budget with a line item for such expenditures.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Nerie Construction Limited Liability Company, and to pay Nerie Construction Limited Liability Company an amount not to exceed $837,270.00 in connection with the 2018 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of April, 2018.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Secretary
TO: San Antonio Water System Board of Trustees

FROM: Pat Merritt, Chairman of the Audit Committee of the San Antonio Water System Board of Trustees

SUBJECT: APPROVAL OF SALARY ADJUSTMENT FOR STACEY ISENBERG, CHIEF OF INTERNAL AUDIT OF THE SAN ANTONIO WATER SYSTEM

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached Resolution approves a salary adjustment for Stacey Isenberg, Chief of Internal Audit of the San Antonio Water System (the “System”).

- By Board Resolution No. 14-139 dated February 10, 2014, the System’s Board of Trustees (the “Board”) appointed Stacey Isenberg as its Chief of Internal Audit.

- Pursuant to the Audit Committee Charter, the Audit Committee has reviewed and evaluated, with the President/CEO, the performance and compensation of the Chief of Internal Audit.

- Upon completion of Ms. Isenberg’s 2017 performance evaluation, the Audit Committee of the Board recognized the accomplishments of the Internal Audit Department under the leadership of Ms. Isenberg.

- The Audit Committee recommends that Ms. Isenberg be given a salary adjustment of ___ percent effective as of April 9, 2018.

FINANCIAL IMPACT:

The 2018 increase in salary will be paid by the System Fund from the 2018 operating budget.

APPROVED:

Pat Merritt, Chairman, Audit Committee
San Antonio Water System Board of Trustees
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE RECOMMENDATION OF THE SAN ANTONIO WATER SYSTEM AUDIT COMMITTEE TO APPROVE A SALARY ADJUSTMENT FOR STACEY ISENBERG, CHIEF OF INTERNAL AUDIT OF THE SYSTEM; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, by Board Resolution No. 14-139 dated February 10, 2014, the San Antonio Water System (the “System”) Board of Trustees (the “Board”) appointed Stacey Isenberg as its Chief of Internal Audit; and

WHEREAS, pursuant to the Audit Committee Charter, the Audit Committee has reviewed and evaluated with the President/Chief Executive Officer the performance and compensation of the Chief of Internal Audit; and

WHEREAS, upon completion of Ms. Isenberg’s 2017 performance evaluation, the Audit Committee of the Board recognized the accomplishments of the Internal Audit Department under the leadership of Ms. Isenberg; and

WHEREAS, the Audit Committee recommends that Ms. Isenberg should be given a salary increase of __ percent effective as of April 9, 2018; now, therefore:

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

1. That the Chief of Internal Audit shall be given a salary increase of __ percent effective as of April 9, 2018.

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

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

PASSED AND APPROVED this 3rd day of April, 2018.

____________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________
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: April 3, 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 380.303 acres; 2,299 water Equivalent Dwelling Units (EDUs); and 1,035 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 Liberte Ventura Tract (revised) 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 1,050 EDUs of water and zero EDUs of wastewater services and consists of oversized infrastructure.

- The St. Elizabeth Ann Seton Catholic Church 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 14 EDUs of water and 10 EDUs of wastewater services.

- The NWC Bulverde 1604 Tract (revised) is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and inside the wastewater CCN.
The USA provides 1,235 EDUs of water and 1,025 EDUs of wastewater services and consists of oversized infrastructure.

- The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.
- The Developer is responsible for the construction and engineering costs associated with all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liberte Ventura Tract (revised)</td>
<td>304 Liberte JV</td>
<td>304</td>
<td>1,050</td>
<td>0</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>Archdiocese of San Antonio</td>
<td>15.393</td>
<td>14</td>
<td>10</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>3</td>
<td>NWC Bulverde 1604 Tract (revised)</td>
<td>Oden Hughes, LLC</td>
<td>60.91</td>
<td>1,235</td>
<td>1,025</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>N</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>380.303</strong></td>
<td><strong>2,299</strong></td>
<td><strong>1,035</strong></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>Liberte Ventura Tract (revised)</td>
<td>$4,826,850.00</td>
<td>$0.00</td>
<td>$4,826,850.00</td>
</tr>
<tr>
<td>2</td>
<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>$68,054.00</td>
<td>$33,060.00</td>
<td>$101,114.00</td>
</tr>
<tr>
<td>3</td>
<td>NWC Bulverde 1604 Tract (revised)</td>
<td>$5,899,595.00</td>
<td>$3,388,650.00</td>
<td>$9,288,245.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$10,794,499.00</strong></td>
<td><strong>$3,421,710.00</strong></td>
<td><strong>$14,216,209.00</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>Liberte Ventura Tract (revised) 12-Inch Water Main</td>
<td>$104,000.00</td>
<td>$83,200.00</td>
<td>$187,200.00</td>
<td>44.44%</td>
<td>55.56%</td>
</tr>
<tr>
<td>2</td>
<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>3</td>
<td>NWC Bulverde 1604 Tract (revised) 42-Inch Sewer Main</td>
<td>$1,846,800.00</td>
<td>$228,000.00</td>
<td>$2,074,800.00</td>
<td>10.99%</td>
<td>89.01%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,950,800.00</td>
<td>$311,200.00</td>
<td>$2,262,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 / ETJ / Outside</th>
<th>Acres</th>
<th>Water EDU</th>
<th>WW EDU</th>
<th>Reason</th>
<th>Watershed Break</th>
<th>Board Reason</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liberte Ventura Tract (revised)</td>
<td>Brad Galo</td>
<td>Archbishop Gustavo Garcia-Siller</td>
<td>COSA ETJ OUTSIDE</td>
<td>304</td>
<td>1,050</td>
<td>0</td>
<td>Y</td>
<td>Salitrillo-Creek Martinez Creek</td>
<td>OVR</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>Archdiocese of San Antonio</td>
<td>Archbishop Gustavo Garcia-Siller</td>
<td>COSA ETJ INSIDE</td>
<td>11</td>
<td>15,393</td>
<td>14</td>
<td>10</td>
<td>Headwaters Leon Creek Watershed</td>
<td>CCN</td>
<td>OVR</td>
</tr>
<tr>
<td>3</td>
<td>NWC Bulverde 1604 Tract (revised)</td>
<td>Oden Hughes, LLC</td>
<td>Tim Shaughnessy</td>
<td>COSA ETJ INSIDE</td>
<td>9</td>
<td>60.91</td>
<td>1,235</td>
<td>1025</td>
<td>Mud Creek Watershed</td>
<td>OVR</td>
<td></td>
</tr>
</tbody>
</table>

**Total** 380.303 2,299 1,035

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- JBSA = Joint Base San Antonio Buffer Zone
- OVR = Oversizing
- WW = Wastewater
- PZ = Pressure 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>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>Liberte Ventura Tract (revised)</td>
<td>304 Liberte JV</td>
<td>304</td>
<td>1,050</td>
<td>0</td>
<td>COSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
</tr>
<tr>
<td>2</td>
<td>St. Elizabeth Ann Seton Catholic Church Tract</td>
<td>Archdiocese of San Antonio</td>
<td>15.393</td>
<td>220</td>
<td>10</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
</tr>
<tr>
<td>3</td>
<td>NWC Bulverde 1604 Tract (revised)</td>
<td>Oden Hughes, LLC</td>
<td>60.9</td>
<td>1,235</td>
<td>1,025</td>
<td>COSA ETJ</td>
<td>INSIDE</td>
<td>N</td>
<td>OVR</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>380.303</td>
<td>2,299</td>
<td>1,035</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service 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 3rd day of April, 2018.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Secretary

Attachments:
1. Project Site Maps
Tract is located within:
- The Edwards Aquifer Contributing Zone
- 5-Mile Camp Bullis Awareness Zone

St. Elizabeth Ann Seton Catholic Church
14 Water EDUs
10 Sewer EDUs
15.393 Acres
USA-17393
Tract is located within:
-The Edwards Aquifer Contributing Zone
-5-Mile Camp Bullis Awareness Zone

St. Elizabeth Ann Seton Catholic Church
14 Water EDUs
10 Sewer EDUs
15.393 Acres
USA-17393
Tract is located:

- Over the Edward's Aquifer Recharge Zone

Proposed looped 12-inch water main
Tract is located:
- Over the Edward's Aquifer Recharge Zone

Phase I:
Connect 540 EDUs to existing 8-inch and 12-inch Mains

Phase II - Segment B (100% SAWS)
Construct approx. 1/4 mile of Oversized to 42-inch main

Phase II - Segment A
Construct approx. 1 mile of 12-inch main (Oversized to 42-inch main)
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: AWARD OF A CONSTRUCTION CONTRACT IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE PROJECT – TERMINUS TANK

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to DN Tanks, Inc., a non-local, non-SMWB contractor, in the amount of $6,981,500.00, in connection with the Central Water Integration Pipeline Project – Terminus Tank.

- 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 an alternate water supply to the System through the Vista Ridge Regional Supply Project. The Central Water Integration Pipeline 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.

- This construction contract for the Central Water Integration Pipeline Project – Terminus Tank includes construction of a ten million gallon prestressed concrete ground storage tank at the point of integration of the Vista Ridge water supply. This work was identified to be on the critical path for the overall program and is being expedited as an early construction package.

- The standard construction bidding process was used for this contract.

- DN Tanks, Inc. has submitted the lowest responsible bid of $6,981,500.00.

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 $6,981,500.00 for the Project work under job number is 18-8609.

SUPPLEMENTARY COMMENTS:

Tetra Tech, Inc. prepared the plans and specifications for this project. The engineer's estimated construction cost was $7,449,500.00.

A bid opening was held on March 27, 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>DN Tanks, Inc.*</td>
<td>$6,981,500.00</td>
<td>Non-local / Non-SMWVB</td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>$7,449,500.00</td>
<td></td>
</tr>
<tr>
<td>Preload LLC</td>
<td>$8,049,950.00</td>
<td></td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 6.28 percent decrease from the estimated construction cost. This contract provides for 280 calendar days for substantial completion of the project work.

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

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 DN TANKS, INC. IN THE AMOUNT OF $6,981,500.00 IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE PROJECT – TERMINUS TANK; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $6,981,500.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH DN TANKS, INC., AND TO PAY DN TANKS, INC. AN AMOUNT NOT TO EXCEED $6,981,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Central Water Integration Pipeline Project will deliver water from the Vista Ridge Regional Supply Project to integration points within the distribution system and 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, this construction contract for the Central Water Integration Pipeline Project – Terminus Tank includes construction of a ten million gallon prestressed concrete ground storage tank at the point of integration of the Vista Ridge water supply; this work was identified to be on the critical path for the overall program and is being expedited as an early construction package; and

WHEREAS, DN Tanks, Inc. has submitted a bid in the amount of $6,981,500.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in an amount not to exceed $6,981,500.00 are required for the project work; and

WHEREAS, the total amount of $6,981,500.00 is available from the System Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to DN Tanks, Inc. in the amount of $6,981,500.00 in connection with the Central Water Integration Pipeline Project – Terminus Tank, (ii) to approve the expenditure of funds and make available an amount not to exceed $6,981,500.00 from the System 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 DN Tanks, Inc., and to pay DN Tanks, Inc. an amount not to exceed $6,981,500.00 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 $6,981,500.00 is hereby awarded to DN Tanks, Inc. in connection with the Central Water Integration Pipeline Project – Terminus Tank.

2. That the expenditure of funds in an amount not to exceed $6,981,500.00 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 execute a construction contract with DN Tanks, Inc., and to pay DN Tanks, Inc. an amount not to exceed $6,981,500.00 in connection with the Central Water Integration Pipeline Project – Terminus Tank.

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 3rd day of April, 2018.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Secretary
TO:         San Antonio Water System Board of Trustees
FROM:      Mary Bailey, Vice President, Accounting & Business Planning
THROUGH:   Robert R. Puente, President/Chief Executive Officer
SUBJECT:   ACCEPTANCE OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED DECEMBER 31, 2017

Board Action Date:  April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution accepts the Comprehensive Annual Financial Report (CAFR) of the San

- City Ordinance No. 75686 (Bond Ordinance) requires that an annual financial report be
  prepared by SAWS and that such report be submitted for audit by an independent
  accountant.

- The CAFR for the year ended December 31, 2017 is presented in two major sections:
  o The introduction section contains the table of contents, a letter of transmittal, a list
    of the members of the Board of Trustees, an organization chart and the Certificate
    of Achievement for Excellence in Financial Reporting. The Certificate is issued by
    the Government Finance Officers Association (GFOA) for the report for the year
    ended December 31, 2016. The current report will be submitted for review by
    GFOA following acceptance by the Board.
  o The Financial Section contains the auditors’ report, Management’s Discussion and
    Analysis and the basic financial statements which provide an overview of SAWS’
    financial position and operating results. The auditors’ report expresses an
    unmodified or “clean” opinion by SAWS’ auditors, Baker Tilly Virchow Krause,
    LLP (Baker Tilly). The financial section also includes other supplemental
    information including the statistical section, all of which is unaudited.

Additionally, Baker Tilly performed an audit of SAWS Schedule of Federal Awards for the year
ended December 31, 2017. No findings associated with this audit were noted.
Representatives of Baker Tilly’s audit team presented the results of their audit, including their report to the Board of Trustees containing communications required by professional auditing standards, during a meeting of the Audit Committee on March 30, 2018. Management also presented its responses to the auditors’ recommendations on internal control to the Audit Committee.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

There is no financial impact resulting from the approval of this item.

Mary Bailey  
Vice President – Accounting & Business Planning

**APPROVED:**

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING AND ACKNOWLEDGING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SAN ANTONIO WATER SYSTEM FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017 INCLUDING THE REPORT OF INDEPENDENT ACCOUNTANTS, BAKER TILLY VIRCHOW KRAUSE, LLP; DIRECTING THAT THE REPORT BE MADE AVAILABLE FOR PUBLIC INSPECTION; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Ordinance No. 75686 adopted April 30, 1992 by the City Council of the City of San Antonio, Texas requires that the San Antonio Water System Board of Trustees cause an audit of the books and accounts by an Accountant following the close of each fiscal year or period; and

WHEREAS, the San Antonio Water System (SAWS) has prepared the “Comprehensive Annual Financial Report of the San Antonio Water System,” a report containing general purpose financial statements and other financial and statistical information for the year ended December 31, 2017; and

WHEREAS, the firm of Baker Tilly Virchow Krause, LLP has conducted an audit of SAWS’ financial statements and has issued an unmodified opinion on the financial statements contained in the Comprehensive Annual Financial Report for the fiscal year ended December 31, 2017; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the Comprehensive Annual Financial Report for the Fiscal Year ending December 31, 2017, (ii) to acknowledge the Report of Independent Accountants Baker Tilly Virchow Krause, LLP, and (iii) to make available the Comprehensive Annual Financial Report to the public; now therefore:

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

1. That the SAWS Comprehensive Annual Financial Report for the year ended December 31, 2017 is hereby accepted.

2. That the Report of Independent Accountants, issued by SAWS’ auditors of Baker Tilly Virchow Krause, LLP which is included in the Comprehensive Annual Financial Report, is hereby acknowledged and accepted.
3. That the Comprehensive Annual Financial Report be made available for public inspection at SAWS’ principal office and the San Antonio City Clerk’s office.

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

5. If any part, section, paragraph, sentence, phrase of word of this resolution is for any reason held to be unconstitutional, illegal, 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 3rd day of April, 2018.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Secretary
TO: San Antonio Water System Board of Trustees

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: A RESOLUTION REQUESTING CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE AND REFUNDING BONDS, (NO RESERVE FUND)” AS FURTHER DESIGNATED BY SERIES

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution requests City Council authorize the issuance and sale of one or more obligations designated as the City of San Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds, Series 2018A (No Reserve Fund) and City of San Antonio, Texas Water System Variable Rate Junior Lien Revenue and Refunding Bonds, Series 2018C (No Reserve Fund) in a combined amount not to exceed $392,000,000 to i) currently refund outstanding City of San Antonio, Texas Water System debt for debt service savings; ii) refund currently outstanding Tax-Exempt Commercial Paper Notes; iii) provide new money to fund a portion of the Capital Improvements Program; and iv) pay the cost of issuance.

- The funding for the Capital Improvements Program (CIP) includes funds from revenues, impact fees, and debt proceeds. A portion of the debt proceeds will be issued through the Texas Water Development Board at subsidized interest rates (to be approved in a separate resolution) with the remaining portion funded through the capital markets.

- To date, SAWS has had sufficient cash on hand to fund a portion of the 2017 CIP and did not issue debt in 2017 for the CIP. This resolution authorizes two bond series to fund the 2017 and 2018 CIP. To take advantage of the short-end of the yield curve, approximately $152,000,000 of variable-rate debt is recommended to be issued at an estimated interest rate of 2.50%, with the other bond series being issued as fixed-rate 30-year final maturity debt in an approximate amount of $240,000,000, at an estimated interest rate of 3.90%.

- Based on current market conditions, the City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2008 and the City of San Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds, Series 2008A can be refunded for debt service savings. As of March 2, 2018, cash savings of $6.9 million can be achieved by refunding the bonds or a savings of 7.02% of the refunded bonds.
This resolution provides the authorization for the SAWS Designated Financial Officers, (defined below), to issue one or more series of bonds to effectuate the bond refunding, the refunding of outstanding tax-exempt commercial paper, procure new money bond proceeds to fund the CIP, and pay the cost of issuance. The total bonds to be issued under this resolution will not exceed $392,000,000.

On August 2, 2016, the Board of Trustees approved the selection of a pool of investment banking firms to serve as underwriters. The standard process of requesting and evaluating proposals based on experience and qualifications using the SAWS decision analysis tool was used. The pool is comprised of the following firms:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backstrom McCarley Berry &amp; Co., LLC</td>
<td>Non-Local/AABE</td>
</tr>
<tr>
<td>Bank of America/ Merrill Lynch</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Barclays Capital</td>
<td>Non-Local/Non-SMWB</td>
</tr>
<tr>
<td>Cabrera Capital Markets</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Citigroup Global Markets, Inc.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>FTN Financial Capital Markets</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Frost Bank Capital Markets</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Hilltop Securities Inc.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>J.P. Morgan Securities, LLC.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Jefferies &amp; Company, Inc.</td>
<td>Non-Local/Non-SMWB</td>
</tr>
<tr>
<td>Loop Capital Markets, LLC.</td>
<td>Non-Local/AABE</td>
</tr>
<tr>
<td>M.E. Allison &amp; Co., Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Mesirow Financial, Inc.</td>
<td>Non-Local/Non-SMWB</td>
</tr>
<tr>
<td>Piper Jaffray &amp; Co.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Ramirez &amp; Co., Inc.</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Raymond James &amp; Associates, Inc.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>RBC Capital Markets</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Seibert Cisneros Shank &amp; Co.</td>
<td>Local/WBE-AABE</td>
</tr>
<tr>
<td>Stifel, Nicolaus &amp; Co., Inc.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Wells Fargo Bank</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>William Blair &amp; Company</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

Based on the review of financing proposals submitted to SAWS by the investment banking firms, past performance, other services provided to SAWS, rotation of firms within the pool, and structure of proposed financings, in consultation with SAWS' co-financial advisors, the following firms are recommended to serve in the underwriting syndicate for the fixed-rate transaction:
<table>
<thead>
<tr>
<th>Role</th>
<th>Firm</th>
<th>Local/SMWBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Manager</td>
<td>J.P. Morgan Securities, LLC.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Co-Senior Manager</td>
<td>Mesirow Financial, Inc.</td>
<td>Non-Local/Non-SMWB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>FTN Financial Capital Markets</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Loop Capital Markets</td>
<td>Non- Local/AABE</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Ramirez &amp; Co., Inc.</td>
<td>Local/MBE - Hispanic</td>
</tr>
</tbody>
</table>

The following firm is recommended to serve as the sole remarketing agent for the variable rate bonds:

<table>
<thead>
<tr>
<th>Role</th>
<th>Firm</th>
<th>Local/SMWBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Manager</td>
<td>Barclays Capital</td>
<td>Non-Local/Non-SMWB</td>
</tr>
</tbody>
</table>

- A "Q" authorization is also being requested. A "Q" authorization permits the City Council to delegate to the SAWS Designated Financial Officers, defined as either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, the authority to issue and set pricing on the bonds. This authorization permits the adoption of the Ordinance authorizing the bonds without interest rates, which will be formally set upon the execution of the Pricing Certificate. This approach is recommended to take advantage of market conditions.

Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

The debt service for the bonds will be paid from revenues of SAWS and are included in the current budget.

**SUPPLEMENTAL INFORMATION:**

The System’s co-financial advisory team of Public Financial Management (PFM) and Estrada Hinojosa assisted staff in the formulation of this recommendation.

Douglas P. Evanson  
Senior Vice President/Chief Financial Officer
Issuance of Debt

APPROVED:

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

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM RECOMMENDING AND REQUESTING THAT THE SAN ANTONIO CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE AND REFUNDING BONDS (NO RESERVE FUND)” AS FURTHER DESIGNATED BY SERIES, PURPOSE, AND INTEREST RATE CONVENTION; THE APPROVAL OF AN OFFERING DOCUMENT RELATING TO EACH SERIES OF THE AFOREMENTIONED SERIES OF OBLIGATIONS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS IN CONNECTION THERewith

WHEREAS, pursuant to the authority contained in (i) Chapter 1502, as amended, Texas Government Code, (ii) certain ordinances (the “Senior Lien Bond Ordinances”) previously adopted by the City Council (the “City Council”) of the City of San Antonio, Texas (the “City”) authorizing the issuance of the currently outstanding senior lien revenue bonds (the “Previously Issued Senior Lien Bonds”), (iii) certain ordinances (the “Junior Lien Bond Ordinances”) authorizing the issuance of the currently outstanding junior lien revenue bonds (the “Previously Issued Junior Lien Bonds”), (iv) certain ordinances (the “Subordinate Lien Bond Ordinances”) previously adopted by the City Council authorizing the issuance of subordinate lien revenue bonds and obligations arising under a related credit agreement, and (v) an ordinance adopted by the City Council relating to the implementation of a commercial paper program (the “Commercial Paper Ordinances”) under which is issued from time to time subordinate lien commercial paper notes (the “Commercial Paper Notes”), the complete management and control of the water system (the “System”) of the City is vested in a Board of Trustees known as the San Antonio Water System (the “Board”), during the period of time any of such foregoing obligations are outstanding and unpaid; and

WHEREAS, the Board has determined that one or more series of junior lien revenue refunding bonds in an amount not to exceed $392,000,000 to be designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds (No Reserve Fund)”, and as further designated by series, purpose, and interest rate convention (fixed or variable) (the “Proposed Bonds”), should now be issued by the City to provide funds to (i) acquire, purchase, construct, improve, extend, enlarge, equip, and repair the System, (ii) discharge and make final payment of certain Previously Issued Junior Lien Obligations, (iii) discharge and final payment of outstanding Commercial Paper Notes initially issues as interim financing for such purposes, and (iv) pay certain costs of issuance; and

WHEREAS, the Board has determined that the new money portion of the Proposed Bonds (inclusive of any refinancing of Commercial Paper Notes) shall not exceed $351,245,000
in principal amount and the refunding portion of the Proposed Bonds shall not exceed $40,755,000 in principal amount; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System and to comply with the terms and conditions prescribed in the Senior Lien Bond Ordinances and Junior Lien Bond Ordinances, respectively, for the issuance of additional bonds payable from and secured by a junior and inferior lien on and pledge of the Net Revenues of the System, it is necessary and proper for the Board to formally request the City Council to authorize and sell, from time to time, the Proposed Bonds, consent to the issuance of the same, approve the respective ordinances authorizing each series of the Proposed Bonds, including the approval of the respective disclosure documents relating thereto and the purchase of bond insurance, if any, along with approving, to the extent applicable or required, and agree to comply with all the terms and provisions of such ordinances, including, but not limited to, those relating to the operation of the System and the handling of the proceeds of each series of the Proposed Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM THAT:

1. The City Council is hereby formally requested to authorize and sell junior lien revenue bonds as either revenue bonds or revenue and refunding bonds, bearing interest at fixed or variable rates, earlier defined herein as the Proposed Bonds, in a principal amount not to exceed the resultant amount upon application of the limitations described in the preamble hereof, payable from a junior and inferior lien on and pledge of the Net Revenues of the System and as Additional Junior Lien Bonds that are Junior Lien Obligations – No Reserve Fund (being obligations that are issued without the additional security provided by a lien on and pledge of the Reserve Fund), and the Board by the adoption of this Resolution hereby evidences its consent to the issuance and sale of one or more series of junior lien bonds and the payment thereof from the Net Revenues of the System on the level of priority specified above, as well as its approval of separate ordinances (together, the “Proposed Bond Ordinance”) authorizing the issuance of the Proposed Bonds, substantially in the respective forms attached to this Resolution as Exhibit A, and incorporated herein by reference for all purposes, including the delegation of the terms of sale, if any, to each Authorized Official as set forth in the Proposed Bond Ordinance; and the Board hereby agrees to comply with all of the terms and provisions of the Proposed Bond Ordinance with relation to the administration and operation of the System and the disposition of the revenues therefrom.

2. The offering document relating to each series of the Proposed Bonds, each substantially in the forms presented at this meeting, are hereby approved, the Chairman or Secretary of the Board is authorized to prepare or approve any changes or additions to these disclosure documents which shall be deemed appropriate or necessary, and the Chairman or Vice Chairman and Secretary of the Board is authorized to execute each final Official Statement on behalf of the Board.

3. Each Purchase Contract among the Senior Managing Underwriter or group of Underwriters named in such Purchase Contract (the “Purchase Contract”), the Board, and the City relating to each series of Proposed Bonds, will be approved by the Chairman or Vice
Chairman of the Board or other Authorized Official, and any of them is authorized to execute each final Purchase Contract on behalf of the Board. Each Authorized Official is hereby authorized to execute the “Approval Certificate” for each series of Proposed Bonds evidencing final terms of sale thereof, if such Authorized Official, based upon the advice of the authorized representatives of the System (including its co-financial advisors), determines that the interest rates negotiated with the Senior Managing Underwriter or group of Underwriters named in the applicable Purchase Contract are acceptable and within the limits authorized by the Proposed Bond Ordinance, as described in such ordinance, pursuant to Chapters 1207, 1502, and 1371, as amended, Texas Government Code (as applicable).

4. The Board recognizes that the applicable section or subsection of a Proposed Bond Ordinance entitled “Covenants to Maintain Tax Exempt Status” contain covenants of the City relating each series of Proposed Bonds. Since the proceeds of each series of the Proposed Bonds will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in that Section of the Proposed Bond Ordinance.

5. The Board recognizes that the applicable section or subsection of a Proposed Bond Ordinance entitled “Continuing Disclosure of Information” contain covenants of the City relating to each series of Proposed Bonds. Since certain financial information, financial status, operating data, and annual audits of the System will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in that Section of the Proposed Bond Ordinance.

6. The Board approves the delegation to each Authorized Official of the selection of the bond insurer, if any, for the Proposed Bonds, and to otherwise comply with the conditions precedent to the issuance of any series of Proposed Bonds, as authorized by the Proposed Bond Ordinance and any other matter to effectuate the intent and purpose the Proposed Bond Ordinance.

7. The professionals appointed by the Board, PFM Financial Advisors LLC and Estrada Hinojosa & Company, Inc., as the co-financial advisors, and Norton Rose Fulbright US LLP and Kassahn & Ortiz, P.C. (collectively, “Co-Bond Counsel”), are authorized, upon consultation with System and City staff, to coordinate the legal and financial aspects relating to these transactions including, but not limited to, preparation of related bond documents, and to otherwise coordinate the legal and financial aspects of these matters with the national rating services and bond insurance companies (if applicable) to ensure that the System and the City receives the lowest possible interest rate for the issuance of any series of Proposed Bonds. In addition, the Board authorizes the payment of the national rating agency fees, bond insurance premiums (if any), and any and all professional fees and expenses associated with the issuance of any series of Proposed Bonds upon the approval of written invoices by any Authorized Officials, or his or her designee.

8. In order to comply with various provisions of Texas law and for the interest on the Proposed Bonds to be tax-exempt, various certificates must be provided to Co-Bond Counsel and to the Attorney General for the State of Texas; therefore, upon obtaining the advice and consent of legal counsel, the Chairman, Vice Chairman, or Secretary of the Board and each other
Authorized Official are authorized to execute any certificate (including but not limited to a Certificate of Tax Exemption relating to any series of Proposed Bonds), or other documents, relating to the issuance, sale, and delivery of any series of the Proposed Bonds.

9. The Board delegates to each Authorized Official the authority to take any and all other actions consistent with the provisions of this Resolution and the Proposed Bond Ordinance to effectuate the sale, issuance and delivery of any series of the Proposed Bonds.

10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

13. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

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

15. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]
PASSED AND APPROVED this the 3\textsuperscript{rd} day of April, 2018.

BOARD OF TRUSTEES, SAN ANTONIO
WATER SYSTEM

______________________________
Chairman

Attest:

______________________________
Secretary
EXHIBIT A

Proposed Bond Ordinance

See Tab No. _
TO: San Antonio Water System Board of Trustees

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: A RESOLUTION REQUESTING CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 2018B”

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution requests City Council authorize the issuance and sale of City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2018B (Bonds) to the Texas Water Development Board at subsidized interest rates.

- The funding for the San Antonio Water System (SAWS) Capital Improvements Program (CIP) includes funds from revenues, impact fees, and debt proceeds. A portion of the debt needed to fund the CIP will be issued through the Texas Water Development Board at subsidized interest rates.

- SAWS has benefited from participation in the Clean Water State Revolving Fund of the Texas Water Development Board (TWDB) for wastewater and recycle water projects, the Water Infrastructure Fund for water supply projects, and the Drinking Water State Revolving Fund for water delivery projects. Since 1999, SAWS has placed approximately $809,000,000 in junior lien bonds with the TWDB under these programs. In June 2017, SAWS submitted an application for financial assistance under the Drinking Water State Revolving Fund (DWSRF).

- In September 2017, TWDB authorized a loan in the amount of $10,500,000 under the DWSRF program to fund the Zarzamora Pump Station Upgrade project. The TWDB provides interest rate savings through subsidized interest rates at closing. A discount of 1.35% is provided under the DWSRF program. Based on market rate as of March 6, 2018, the true interest rate is estimated at 1.86% for a 30 year final maturity bond.

Staff recommends that the Board approve this Resolution.

FINANCIAL IMPACT:

The debt service for the bonds will be paid from revenues of SAWS and are included in the current budget.
SUPPLEMENTAL INFORMATION:

The System's co-financial advisory team of Public Financial Management (PFM) and Estrada Hinojosa assisted staff in the formulation of this recommendation.

Douglas P. Evanson
Senior Vice President/Chief Financial Officer

APPROVED:

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

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM RECOMMENDING AND REQUESTING THAT THE SAN ANTONIO CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 2018B”; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to the authority contained in (i) Chapter 1502, as amended, Texas Government Code, (ii) certain ordinances (the Senior Lien Bond Ordinances) previously adopted by the City Council (the City Council) of the City of San Antonio, Texas (the City) authorizing the issuance of the currently outstanding senior lien revenue bonds (the Previously Issued Senior Lien Bonds), (iii) certain ordinances (the Junior Lien Bond Ordinances) authorizing the issuance of the currently outstanding junior lien revenue bonds (the Previously Issued Junior Lien Bonds), (iv) certain ordinances (the Subordinate Lien Bond Ordinances) previously adopted by the City Council authorizing the issuance of subordinate lien revenue bonds and obligations arising under a related credit agreement, and (v) an ordinance adopted by the City Council relating to the implementation of a commercial paper program (the Commercial Paper Ordinances) under which is issued from time to time subordinate lien commercial paper notes (the Commercial Paper Notes), the complete management and control of the water system (the System) of the City is vested in a Board of Trustees known as the San Antonio Water System (the Board), during the period of time any of such foregoing obligations are outstanding and unpaid; and

WHEREAS, the Board has determined that approximately $10,500,000 in junior lien revenue bonds to be designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2018B” (the Series 2018B Bonds) should now be issued by the City and sold to the Texas Water Development Board (the TWDB) pursuant to its Drinking Water State Revolving Fund Program, which Series 2018B Bonds the TWDB has committed to purchase by resolution of its governing body, to provide funds to (i) build, improve, extend, enlarge, equip, and repair the System, (ii) to fund the increase in the required reserve amount attributable to the issuance of such Series 2018B Bonds, and (iii) pay certain costs of their issuance; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System and to comply with the terms and conditions prescribed in the Senior Lien Bond Ordinances and Junior Lien Bond Ordinances, respectively, for the issuance of additional bonds payable from and secured by a junior and inferior lien on and pledge of the Net Revenues of the System, it is necessary and proper for the Board to formally request the City Council to authorize and sell the Proposed Bonds, consent to the issuance of the same, approve the ordinance authorizing the Proposed Bonds, including the approval of the respective disclosure documents relating thereto and the purchase of bond insurance, if any, along with approving, to the extent applicable or required, the manner of
funding the respective Required Reserve Amount relating to the Proposed Bonds, with cash (whether deposited to the Reserve Fund at transaction closing or over time) or to purchase a surety or other insurance policy, if any, and agree to comply with all the terms and provisions of such ordinances, including, but not limited to, those relating to the operation of the System and the handling of the proceeds of the Proposed Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM THAT:

1. The City Council is hereby formally requested to authorize and sell fixed rate junior lien revenue bonds, earlier defined herein as the Series 2018B Bonds in a principal amount not to exceed the resultant amount upon application of the limitations described in the preamble hereof, payable from a junior and inferior lien on and pledge of the Net Revenues of the System; and the Board by the adoption of this Resolution hereby evidences its consent to the issuance and sale of such series of junior lien revenue bonds and the payment thereof from the Net Revenues of the System on the level of priority specified above, as well as its approval of an ordinance (the Ordinance) authorizing the issuance of the “City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2018B”, substantially in the form attached to this Resolution as Exhibit A and incorporated herein by reference for all purposes, including delegation of the authority to finalize the terms of sale to each Authorized Official as set forth in the Ordinance; and the Board hereby agrees to comply with all of the terms and provisions of the Ordinance with relation to the administration and operation of the System and the disposition of the revenues therefrom.

2. The Board recommends that the City Council approve the sale of the Series 2018B Bonds to the TWDB at the purchase price of par, less the TWDB’s fee (as specified in the Ordinance), if any, and no accrued interest, and to authorize an Authorized Official to execute an “Approval Certificate” relating to the Series 2018B Bonds evidencing final terms of sale thereof, if such Authorized Official, based upon the advice of the officials, employees, consultants and other representatives of the System (including its co-financial advisors), determines that the interest rates offered by the TWDB are acceptable and within the limits authorized by, and as described in, the Ordinance and pursuant to Chapters 1371 and 1502, as amended, Texas Government Code.

3. The offering document relating to the Proposed Bonds (being a Private Placement Memorandum), substantially in the form presented at this meeting, is hereby approved, the Chairman or Secretary of the Board is authorized to prepare or approve any changes or additions to these disclosure documents which shall be deemed appropriate or necessary, and the Chairman or Vice Chairman and Secretary of the Board is authorized to execute the final Private Placement Memorandum on behalf of the Board.

4. The Board recognizes that Section 36 of the Ordinance relating to “Covenants to Maintain Tax Exempt Status” contain covenants of the City relating to the respective series of Proposed Bonds. Since the proceeds of the Proposed Bonds will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in Section 36 of the Ordinance.
5. The Board recognizes that Section 53 of the Ordinance relating to “Continuing Disclosure of Information” contain covenants of the City relating to the Proposed Bonds. Since certain financial information, financial status, operating data, and annual audits of the System will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in Section 53 of the Ordinance.

6. The Board approves the delegation to each Authorized Official of the selection of the bond insurer, if any, for the Proposed Bonds, and to otherwise comply with the conditions precedent to the issuance of the Proposed Bonds, as authorized, respectively, by the Ordinance and any other matter to effectuate the respective intent and purpose of the Ordinance. In addition to the foregoing, each Authorized Official is hereby delegated the authority to execute any reimbursement, credit, or similar agreement governing the terms and conditions by which the City will be obligated to repay the provider of a debt service reserve surety policy in the event that such policy is ever drawn upon, a substantially final copy of which is attached hereto as Exhibit C and is hereby approved by the Board.

7. The professionals appointed by the Board, PFM Financial Advisors LLC and Estrada Hinojosa & Company, Inc., as the co-financial advisors, and Norton Rose Fulbright US LLP and Kassahn & Ortiz, P.C. as co-bond counsel, are authorized, upon consultation with System and City staff, to coordinate the legal and financial aspects relating to the transaction including, but not limited to, preparation of related bond documents, and to otherwise coordinate the legal and financial aspects of this matter with the national rating services and bond insurance companies (if applicable) to ensure that the System and the City receives the lowest possible interest rate for the issuance of the Proposed Bonds. In addition, the Board authorizes the payment of the national rating agency fees, bond insurance and surety bond premiums (if any), and any and all professional fees and expenses associated with the issuance of the Proposed Bonds upon the approval of written invoices by any Authorized Officials, or his or her designee.

8. In order to comply with various provisions of Texas law and for the interest on the Proposed Bonds to be tax-exempt, various certificates must be provided to Co-Bond Counsel and to the Attorney General for the State of Texas; therefore, upon obtaining the advice and consent of legal counsel, the Chairman, Vice Chairman, or Secretary of the Board and each other Authorized Official are authorized to execute any certificate (including but not limited to a Certificate of Tax Exemption relating to the Proposed Bonds), or other documents, relating to the issuance, sale, and delivery of the Proposed Bonds.

9. The Board delegates to each Authorized Official the authority to take any and all other actions consistent with the provisions of this Resolution and the Ordinance to effectuate the sale, issuance and delivery of the Proposed Bonds.

10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such
conflict, and the provisions of this Resolution shall be and remain controlling as to the matters
resolved herein.

12. This Resolution shall be construed and enforced in accordance with the laws of
the State of Texas and the United States of America.

13. If any provision of this Resolution or the application thereof to any person or
circumstance shall be held to be invalid, the remainder of this Resolution and the application of
such provision to other persons and circumstances shall nevertheless be valid, and the Board
hereby declares that this Resolution would have been enacted without such invalid provision.

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

15. This Resolution shall be in force and effect from and after its final passage, and it
is so resolved.

[The remainder of this page intentionally left blank.]
PASSED AND APPROVED this the 3rd day of April, 2018.

BOARD OF TRUSTEES, SAN ANTONIO WATER SYSTEM

________________________________________
Chairman

Attest:

_______________________________________
Secretary

[The remainder of this page intentionally left blank.]
EXHIBIT A

Ordinance

See Tab No. __
EXHIBIT B

Form of Debt Service Reserve Surety Policy

N/A
TO: San Antonio Water System Board of Trustees

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: A RESOLUTION RECOMMENDING AND REQUESTING SAN ANTONIO CITY COUNCIL APPROVE AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE TEXAS WATER DEVELOPMENT BOARD FOR PARTICIPATION IN THE DRINKING WATER STATE REVOLVING FUND PROGRAM IN AN AMOUNT NOT TO EXCEED $33,550,000; AND ADOPTION OF A REIMBURSEMENT RESOLUTION

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution recommends and requests the San Antonio City Council take certain actions to approve and authorize an application for financial assistance to the Texas Water Development Board (TWDB) for participation in the Drinking Water State Revolving Fund Program in the amount not to exceed $33,550,000, and the adoption of a reimbursement resolution.

- The application is a request for financial assistance through TWDB’s Drinking Water State Revolving Fund (DWSRF). Projects must qualify for financial assistance through a needs assessment, and an environmental impact and engineering review.

- TWDB’s DWSRF Program provides subsidized loans for qualified projects.

- The projects submitted for review and eligible to receive financial assistance through the DWSRF Program are listed in Attachment A. The financial assistance being requested is for the construction phase of the qualified projects, estimated to be approximately $31,110,000, and funds to pay the cost of issuance and fund any Reserve Fund Requirement.

- The process to receive financial assistance under the DWSRF Program consists of a submittal of an application for participation. No financial commitment on the San Antonio Water System’s (SAWS) part is made at the application stage. A financial commitment by SAWS is made at a later date when bond proceeds are received to finance the project. SAWS will seek additional Board of Trustee and City Council approval prior to the issuance of any bonds under this program.

- The acceptance of the application by TWDB is a commitment by TWDB to provide...
financing for eligible projects to SAWS. SAWS is not required to accept this funding, however, if approved and accepted, SAWS must close on the loan within one year of TWDB’s approval of the application.

- A reimbursement resolution allows SAWS to reimburse itself with bond proceeds for eligible capital expenditures made 60 days prior to the adoption of the reimbursement resolution through the issuance of the bonds.

Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

The submittal of the application has no financial impact to SAWS. Should SAWS’ application be approved and the issuance of debt be ultimately authorized, the benefit of participation in the DWSRF program is a reduction of 135 basis points or 1.35% below the market rate of interest when the bonds are issued.

Douglas P. Evanson  
Senior Vice President/Chief Financial Officer

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
Water Production Facility Upgrade Program Phase 11 – Wurzbach Pump Station
The Wurzbach pump station is in Pressure Zone 5 and supplies 79 million gallons per day of water to the northwestern and northern service areas along Loop 410. This project, Phase 11 of the multi-year program pump station rehabilitation program, will replace aging, obsolete and unserviceable medium voltage electrical and control equipment, components, and related infrastructure, and will also replace the existing synchronous well pump motor #3 with an induction type motor. All primary medium voltage switchgear, the motor control center, associated high service and well pump controls, duct banks and related infrastructure require replacement. The project includes the upgrade of chlorination facilities to bring them into compliance with current Fire Codes, as well as OSHA, TCEQ and AWWA standards and requirements. **Estimated Construction Costs: $17,500,000**

Pleasanton Road Water Main Replacement at Hume Road
This project includes replacing 5.7 miles of existing water main of various sizes (i.e. 4, 6, and 8-inch diameter water mains) found within the Hume Road, Pleasanton Road, and Bexar County right-of-way and other local streets. The project site consists of various locations which require water main replacements due to the inadequate water main sizes found in these areas. The project scope of work consists of replacing under-sized water mains, fire hydrants, air-release valves and any other water related infrastructure. This project also includes bore and casing, replacement of existing driveways, connecting streets, site restoration, and other related work. **Estimated Construction Costs: $6,900,000**

La Rosa Pump Station Rehabilitation
This pump station is the only source of water to pressure zone 830 which extends from the south side of San Antonio to the City of Somerset and then to southeast Bexar County. The La Rosa pump station is located near IH 35 South and Somerset Road. The project consists of the replacement of existing high service pumps with new horizontal split case pumps in order to meet peak water demands. The project will also rehabilitate aging, obsolete and unserviceable equipment and components including the replacement of miscellaneous piping and valves. Complete replacement of electrical switchgear and SCADA systems will be part of the scope of work. **Estimated Construction Costs: $6,710,000**
RESOLUTION NO.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM RECOMMENDING AND REQUESTING THAT THE SAN ANTONIO CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD'S DRINKING WATER STATE REVOLVING FUND PROGRAM; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; RECOMMENDING THAT THE SAN ANTONIO CITY COUNCIL ADOPT A REIMBURSEMENT RESOLUTION; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the San Antonio Water System (the System) deems it necessary to apply to the Texas Water Development Board (TWDB) for financial assistance from the TWDB’s Drinking Water State Revolving Fund Program; and

WHEREAS, the System’s Board of Trustees (Board) desires to request financial assistance from the TWDB in an amount not to exceed $33,550,000 for the design and construction of improvements to the System’s utility system; and

WHEREAS, the Board has determined that the System should apply to the TWDB for financial assistance in an amount not to exceed $33,550,000 which will be evidenced by the issuance of one or more series of revenue and/or revenue and refunding bonds payable from and secured by a junior and inferior lien on and pledge of the net revenues of the System, by the City and purchased by the TWDB to provide funds to acquire, purchase, design, construct, improve, extend, enlarge, and repair the System pursuant to the TWDB’s programs, to reimburse itself for prior expenses (if any), to refund certain currently outstanding Commercial Paper (if any), and to pay certain costs of issuance; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System and to comply with the terms and conditions prescribed by the TWDB and in the City ordinances authorizing the issuance of currently-outstanding City bonds payable from and secured by a junior and inferior lien on and pledge of the net revenues of the System, which terms and conditions provide for the issuance of additional City bonds payable from and secured by a junior and inferior lien on and pledge of the net revenues of the System, it is necessary and proper for the Board to formally request the City Council of the City to approve the application for financial assistance to the TWDB; and

WHEREAS, it is hereby found and determined that the System cannot reasonably finance the proposed project without the financial assistance of the TWDB in the amount requested; and
WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making such an application, the governing body of the System is required to pass a resolution to accompany such application; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM THAT:

1. The City Council of the City of San Antonio, Texas is hereby formally requested to authorize and approve the application for financial assistance to the TWDB for designing and constructing improvements to the System, to reimburse itself for prior expenses (if any), to refund certain currently outstanding Commercial Paper (if any), and to pay the costs of issuing the revenue bonds and/or revenue and refunding bonds described in the preamble hereof by adopting a Resolution in substantially the form attached hereto as Exhibit A.

2. The Chairman or Vice Chairman, the President/Chief Executive Officer, and the Senior Vice President/Chief Financial Officer of the System are hereby authorized to execute and submit to the TWDB the application for such financial assistance, and the Chairman or Vice Chairman, and the President/Chief Executive Officer and the Senior Vice President/Chief Financial Officer of the System, together with the co-bond counsel, co-financial advisors, and consulting engineers named in such application, are authorized to appear before the TWDB in support of such application.

3. The Chairman or Vice Chairman of the System is further specifically authorized to make the required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

4. A certified copy of this Resolution shall be attached to the application for financial assistance herein authorized to be prepared and submitted to the TWDB, and the Secretary of the System is authorized and directed to prepare and certify such number of copies of this Resolution as may be required for purposes of supporting the submission of such application to the TWDB.

5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

6. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.
9. To permit the reimbursement for expenses incurred using proceeds of bonds to be issued, the Board hereby recommends that the City Council adopt the reimbursement resolution attached hereto as Exhibit B and incorporated by reference for all purposes to this Resolution.

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

11. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND APPROVED this the 3rd day of April, 2018.

BOARD OF TRUSTEES, SAN ANTONIO WATER SYSTEM

________________________________________
Chairman

Attest:

________________________________________
Secretary
EXHIBIT A

Application Resolution

See Tab No. _
EXHIBIT B

Reimbursement Resolution
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: FIRST AMENDMENT TO THE INTERLOCAL CONTRACT BETWEEN THE EDWARDS AQUIFER AUTHORITY AND THE SAN ANTONIO WATER SYSTEM FOR THE USE OF THE H2OAKS AQUIFER STORAGE AND RECOVERY PROJECT FOR CONTRIBUTION TO SPRINGFLOW PROTECTION

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution approves the First Amendment to the Interlocal Contract between the Edwards Aquifer Authority and the San Antonio Water System for the use of the H2Oaks Aquifer Storage and Recovery Project (referred to in the Interlocal Contract as “Twin Oaks Aquifer Storage and Recovery Project”) for Contribution to Springflow Protection in support of the Edwards Aquifer Habitat Conservation Program.

- The Edwards Aquifer Habitat Conservation Program was initiated by the Texas Legislature in 2007 to develop a habitat conservation plan through a consensus-based regional process for the benefit of certain threatened and endangered species in Comal Springs and San Marcos Springs.

- The program resulted in the successful development of an Edwards Aquifer Habitat Conservation Plan (EAHCP) and a related Implementing Agreement and Funding and Management Agreement in 2012, all leading to issuance of an Incidental Take Permit from the United States Fish and Wildlife Service.

- The City of San Antonio acting by and through its San Antonio Water System Board of Trustees (SAWS) is one of five signatories to the Implementing and Funding and Management Agreements and one of five incidental take permittees, along with the Edwards Aquifer Authority (EAA), the City of New Braunfels, the City of San Marcos, Texas State University – San Marcos, and the Texas Parks and Wildlife Department.

- The SAWS Board of Trustees approved the EAHCP and other initial documents associated with the program on November 1, 2011, by Resolution No. 11-313.

- The EAHCP broadly describes measures to be undertaken by the parties to protect and contribute to recovery of certain threatened and endangered species.
• One of the measures that is critically important to the success of the EAHCP relates to the use of the SAWS H2Oaks Aquifer Storage and Recovery Project (ASR) for storage of water by SAWS when Edwards Aquifer levels are high and related pumping forbearance by SAWS when Edwards Aquifer levels are dangerously low.

• This measure requires the EAA to lease certain amounts of permitted Edwards Aquifer groundwater withdrawal rights and convey them at no cost to SAWS.

• SAWS must use reasonable efforts to withdraw groundwater from the Edwards Aquifer pursuant to the conveyed withdrawal rights and store it in the ASR project.

• The cost of storing groundwater withdrawn pursuant to the conveyed rights is reimbursed to SAWS by the EAA.

• In exchange for the conveyed rights, SAWS must forbear pumping from the Edwards Aquifer under certain drought conditions in amounts equal to the rights conveyed.

• SAWS retains flexibility in the operation of its system, but will be required to forbear pumping of Edwards Aquifer groundwater in the amounts conveyed whether or not those amounts are actually stored by SAWS.

• The terms and conditions of this conservation measure are memorialized in the Interlocal Contract between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection dated effective August 14, 2013, and approved by the SAWS Board of Trustees on August 13, 2013, by Resolution No. 13-231 (the Interlocal Contract).

• The purpose of this proposed amendment to the Interlocal Contract is to allow the EAA to restructure the lease terms for withdrawal rights conveyed to SAWS into options that are more manageable, marketable and effective.

• The proposed amendment would also allow the EAA to secure options on additional groundwater withdrawal rights not to be conveyed to SAWS but forborne in parallel with SAWS forbearance under the contract during periods of critical drought to achieve the full modeled protection for springflow.

• The contract has a remaining term of approximately nine years.

• The requirement to forbear pumping from the Edwards Aquifer under conditions described in the Interlocal Contract and the proposed amendment has been accounted for in the 2017 Water Management Plan and is consistent with the provisions of the EAHCP.

Staff recommends that the Board approve this resolution.
Amendment of Interlocal Contract
H2Oaks Aquifer and Storage Project

FINANCIAL IMPACT:

This amendment will not increase the amount budgeted by either SAWS or the EAA for the Edwards Aquifer Habitat Conservation Program.

Darren Thompson  
Director  
Water Resources

Donovan Burton  
Vice President  
Water Resources and Governmental Relations

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL CONTRACT BETWEEN THE EDWARDS AQUIFER AUTHORITY AND THE SAN ANTONIO WATER SYSTEM FOR THE USE OF THE H2OAKS AQUIFER STORAGE AND RECOVERY PROJECT FOR CONTRIBUTION TO SPRINGFLOW PROTECTION; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE AMENDMENT; 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 Edwards Aquifer Habitat Conservation Program was initiated by the Texas Legislature in 2007 to develop a habitat conservation plan through a consensus-based regional process for the benefit of certain threatened and endangered species in Comal Springs and San Marcos Springs; and

WHEREAS, the program resulted in the successful development of an Edwards Aquifer Habitat Conservation Plan (EAHCP) and a related Implementing Agreement and Funding and Management Agreement in 2012, all leading to issuance of an Incidental Take Permit from the United States Fish and Wildlife Service; and

WHEREAS, the City of San Antonio acting by and through its San Antonio Water System (the “System”) Board of Trustees is one of five signatories to the Implementing and Funding and Management Agreements and one of five incidental take permittees, along with the Edwards Aquifer Authority (EAA), the City of New Braunfels, the City of San Marcos, Texas State University – San Marcos, and the Texas Parks and Wildlife Department; and

WHEREAS, the System’s Board of Trustees approved the EAHCP and other initial documents associated with the program on November 1, 2011, by Resolution No. 11-313; and

WHEREAS, the EAHCP broadly describes measures to be undertaken by the parties to protect and contribute to recovery of certain threatened and endangered species; and

WHEREAS, one of the measures that is critically important to the success of the EAHCP relates to the use of the System’s H2Oaks Aquifer Storage and Recovery Project (referred to in the Interlocal Contract as “Twin Oaks Aquifer Storage and Recovery Project”) for storage of
water by the System when Edwards Aquifer levels are high and related pumping forbearance by the System when Edwards Aquifer levels are dangerously low; and

WHEREAS, this measure requires the EAA to lease certain amounts of permitted Edwards Aquifer groundwater withdrawal rights and convey them at no cost to the System; and

WHEREAS, the System must use reasonable efforts to withdraw groundwater from the Edwards Aquifer pursuant to the conveyed withdrawal rights and store it in the Aquifer Storage and Recovery project; and

WHEREAS, the cost of storing groundwater withdrawn pursuant to the conveyed rights is reimbursed to the System by the EAA; and

WHEREAS, in exchange for the conveyed rights, the System must forebear pumping from the Edwards Aquifer under certain drought conditions in amounts equal to the rights conveyed; and

WHEREAS, the System retains flexibility in the operation of its system, but will be required to forbear pumping of Edwards Aquifer groundwater in the amounts conveyed whether or not those amounts are actually stored by the System; and

WHEREAS, the terms and conditions of this conservation measure are memorialized in the Interlocal Contract between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection dated effective August 14, 2013, and approved by the System’s Board of Trustees on August 13, 2013, by Resolution No. 13-231 (the “Interlocal Contract”); and

WHEREAS, the proposed amendment to the Interlocal Contract would allow the EAA to restructure the lease terms for withdrawal rights conveyed to the System into options that are more manageable, marketable and effective; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the First Amendment to the Interlocal Contract Between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the amendment; now, therefore:

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

1. That the First Amendment to the Interlocal Contract Between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection attached hereto as Attachment I is approved.
2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Contract amendment.

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

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

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of April, 2018.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Secretary

Attachment I:
First Amendment to the Interlocal Contract Between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection
EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM

AMENDMENT NO.

2

TO THE

INTERLOCAL CONTRACT

BETWEEN THE

EDWARDS AQUIFER AUTHORITY AND THE SAN ANTONIO WATER SYSTEM

FOR THE USE OF THE AQUINAKS AQUIFER STORAGE AND RECOVERY

PROJECT FOR CONTRIBUTION TO SPRINGFLOW PROTECTION

Dated Effective: ________________

page 1 of 6
THIS AMENDMENT AGREEMENT ("Amendment Agreement") is entered into under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the Edwards Aquifer Authority ("EAA"), a conservation and reclamation district and political subdivision of the State of Texas, and the City of San Antonio, acting by and through its San Antonio Water System Board of Trustees ("SAWS"), to amend that certain Interlocal Contract between the Edwards Aquifer Authority and the San Antonio Water System for the Use of the Twin Oaks Aquifer Storage and Recovery Project for Contribution to Springflow Protection (eff. Aug. 14, 2013) ("ASR Contract"). This Amendment Agreement is entered into to be effective on the date of execution by the last signing Party as indicated below ("Effective Date"). Each of these entities is, at times, referred to in this Amendment Agreement individually as a "Party," and both are referred to collectively as "Parties."

RECORDS

WHEREAS, the Parties entered into the ASR Contract; and

WHEREAS, the Parties are pursuing adaptive management changes to the use of the Twin Oaks Aquifer Storage and Recovery Project of SAWS for contribution to springflow protection under Section 5.5.1 of the Edwards Aquifer Habitat Conservation Plan; and

WHEREAS, the Parties now desire to amend the ASR Contract in light thereof.

AGREEMENT

NOW, THEREFORE, for the mutual consideration expressed in this Amendment Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

page 2 of 6
1. Amendment. As of the Effective Date, the Parties hereby amend the ASR Contract as follows:

Section 6.2 is amended to read as follows:

6.2 Permitted Edwards Rights

(a) The EAA shall be solely responsible to acquire and maintain Permitted Edwards Rights necessary to provide HCP Groundwater to SAWS. The EAA may acquire the rights itself or, after consultation with the Implementing Committee, engage a third party to act as its agent.

(b) The EAA shall use reasonable efforts to acquire and maintain as soon as practicable leases of Permitted Edwards Rights in an amount not to exceed 16,667 AF per annum that may be exercised on or after January 1, 2013.

(c) The EAA may not transfer the leases to a third party unless SAWS certifies that the amount of HCP Groundwater required to be in storage in the ASR Project under Subsection 6.7(c) has been satisfied. If SAWS makes this certification, the EAA may transfer to a third party, including to SAWS, the right to make withdrawals of groundwater from the Aquifer under the leases. SAWS shall have rights of first refusal of any transfers proposed to be made by the EAA under this subsection. The EAA shall condition any such transfers upon a right of recall in the event such leases are needed to accomplish the objectives of this Contract.
Section 6.3 header and subsection (g) is amended to read as follows:

6.3 Notice of Availability; Partial Assignment of Leases; Credit of HCP Groundwater in Storage

(g) The EAA desires for SAWS to use, and SAWS desires to use, HCP Groundwater according to the terms and conditions of this Contract. Therefore, as consideration for the duty to forbear under Section 5, through the notice of availability issued under this Section 6, the EAA grants to SAWS the right to withdraw HCP Groundwater from the Aquifer as provided in the notice and transmit such groundwater to the ASR Project for recharge, storage, and recovery under the terms and conditions of this Contract. The notice of availability is to be considered by the Parties to be a transfer and assignment to SAWS of the EAA’s rights to make withdrawals from the Aquifer under the Permitted Edwards Rights which have been leased that have been acquired by the EAA under Section 6.2 for the remaining term thereof. This transfer and assignment shall not include any other rights, duties or obligations of the EAA under the leases, nor does SAWS agree to assume any such other rights, duties or obligations. The EAA agrees to continue to keep, perform and fulfill or cause to be performed all of the other rights, duties or obligations contained in the leases which by the terms or conditions thereof are imposed upon the EAA. This transfer and assignment is intended by the Parties to be self-implementing under the terms and conditions of the notice and to apply to any leases that are in effect on the Effective Date of this Contract, and any such leases that may become effective thereafter during its term, without the need of the Parties having to execute any documents other than the notice of availability to effectuate this transfer and assignment.
Section 6.5 is amended to read as follows:

6.5 Failure to Obtain Leases

(a) SAWS acknowledges that the acquisition by the EAA of the leases as provided for in Section 6.2 is dependent on the availability of Permitted Edwards Rights through transactions based on willing buyers and sellers. Therefore, as long as the EAA, or its agent, is using reasonable efforts, SAWS shall not have a right of action against the EAA, or its agent, in the event that the EAA is unable to fulfill its obligations to timely obtain leases in the amounts required under Subsection 6.2(b).

(b) If, on or after December 31, 2018, the EAA has not acquired the amounts of leases required under Subsection 6.2(b), the EAA shall advise the Program Manager and the Implementing Committee and request that the Committee refer the matter to the AMP process under Article 7 of the FMA for review and recommendations on what adjustments, if any, to the ASR Program, or other Conservation Measure in Chapter 5 of the HCP, are reasonable and appropriate under the circumstances. In no event, however, shall SAWS be required to utilize the ASR Project or forbear in any manner other than as described in Section 5 of this Contract.

2. No Effect on Remainder of the ASR Contract. Except as provided in this Amendment Agreement, the ASR Contract shall remain in full force and effect in all other respects. This Amendment Agreement shall be governed by and construed under the terms of the ASR Contract.
IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Amendment Agreement to be duly executed as of the Effective Date.

FOR THE EDWARDS AQUIFER AUTHORITY:

Roland Ruiz
General Manager

ATTEST:

Jennifer Wong-Esparza
Assistant to Board Secretary

Date

3-15-2018

APPROVED AS TO FORM:

Dana A. Fawcett
General Counsel

FOR THE CITY OF SAN ANTONIO, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

Robert R. Puente
President/CEO

ATTEST:

Becky Gonzalez
Executive Administrative Assistant

APPROVED AS TO FORM:

Phil Steven Kosub
Senior Water Resources Counsel
TO: San Antonio Water System Board of Trustees

FROM: Shawn C. Crawford, Manager, Construction Inspections, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 1

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,307,680.00 to Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 1.

- The San Antonio Water System (SAWS) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313.

- One of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, SAWS and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the SAWS Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet.

- SAWS Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028.

- SAWS can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss. The contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs.
In 2017, SAWS had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System. In comparison to the industry average of 9 leaks per 100 miles, SAWS has workload challenges due to the aging infrastructure.

Beyond the water leaks reported to SAWS by water-conscious public citizens, many leaks are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

This contract will allow for SAWS staff to identify, prioritize, and manage the leak repair work orders to be issued to the contractor to maximize efficiency.

The standard construction bidding process was used for this contract.

Facilities Rehabilitation, Inc., submitted the lowest responsive bid of $1,307,680.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS has already received the 2018 funding from the EAA in the amount of $4,507,750.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2018 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,307,680.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 18-1401 (CIP). The SAWS job number for all other types of work is 18-0103 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on March 1, 2018 at 10:00 a.m. The following bids were submitted:
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,307,680.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,416,425.00</td>
<td>Local/SBE</td>
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<td>D. Guerra Construction, LLC</td>
<td>$1,538,075.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>*Engineer’s Estimate</td>
<td>$1,600,000.00</td>
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</tr>
<tr>
<td>T Construction LLC</td>
<td>$1,837,953.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,939,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>National Power Rodding Corp.</td>
<td>$2,034,300.15</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents an 18.3 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

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

<table>
<thead>
<tr>
<th>2018 Annual Water Distribution Leak Repairs Contract - Package 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, 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>SMWVB Total</td>
</tr>
</tbody>
</table>

Shawn C. Crawford, P.E.  
Manager  
Construction Inspections

Michael S. Brinkmann  
Vice President  
Distribution and Collection Operations
Award of Construction Contract
2018 Annual Water Distribution Leak Repairs Contract - Package 1

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC. IN THE AMOUNT OF $1,307,680.00 IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 1; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,307,680.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,307,680.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System’s (the “System”) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313; and

WHEREAS, one of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, the System and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the System’s Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet; and

WHEREAS, the System’s Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028; and

WHEREAS, the System can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss; the contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs; and
WHEREAS, in 2017, the System had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System; in comparison to the industry average of 9 leaks per 100 miles, the System has workload challenges due to the aging infrastructure; and

WHEREAS, the System requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, submitted a bid in the amount of $1,307,680.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,307,680.00 are required for the project work; and

WHEREAS, the total amount of $1,307,680.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in the amount of $1,307,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 1, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,307,680.00 from the System 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,307,680.00 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 $1,307,680.00 is hereby awarded to Facilities Rehabilitation, Inc. in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 1.

2. That the expenditure of funds in an amount not to exceed $1,307,680.00 for the project work is hereby approved and made available from the System Fund.

3. That the System's 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 $1,307,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 1.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 3rd day of April, 2018.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Secretary
TO: San Antonio Water System Board of Trustees

FROM: Shawn C. Crawford, Manager, Construction Inspections, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 2

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,301,890.00 to Bartek Construction, Co., a local, SBE firm, in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 2.

- The San Antonio Water System (SAWS) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313.

- One of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, SAWS and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the SAWS Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet.

- SAWS Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028.

- SAWS can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss. The contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs.
In 2017, SAWS had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System. In comparison to the industry average of 9 leaks per 100 miles, SAWS has workload challenges due to the aging infrastructure.

Beyond the water leaks reported to SAWS by water-conscious public citizens, many leaks are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

This contract will allow for SAWS staff to identify, prioritize, and manage the leak repair work orders to be issued to the contractor to maximize efficiency.

The standard construction bidding process was used for this contract.

Bartek Construction, Co. submitted the lowest responsive bid of $1,301,890.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS has already received the 2018 funding from the EAA in the amount of $4,507,750.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2018 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,301,890.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 18-1401 (CIP). The SAWS job number for all other types of work is 18-0104 (O&M).

SUPPLEMENTARY COMMENTS:

SAWS staff prepared the contract documents for this project. The bid opening was held on March 1, 2018 at 2:00 p.m. The following bids were submitted:
The bid amount represents an 18.7 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartek Construction Co.*</td>
<td>$1,301,890.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,307,680.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction LLC</td>
<td>$1,385,608.00</td>
<td>Non-Local/Non-SMWVB</td>
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<td>D. Guerra Construction, LLC</td>
<td>$1,489,850.00</td>
<td>Local/MBE-Hispanic</td>
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<td>Engineer’s Estimate</td>
<td>$1,600,000.00</td>
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<tr>
<td>Nerie Construction, LLC</td>
<td>$1,736,925.00</td>
<td>Local/MBE-Hispanic</td>
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<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,939,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

C. Crawford, P.E.
Manager
Construction Inspections,

Michael S. Brinkmann
Vice President
Distribution and Collection Operations
Award of Construction Contract

2018 Annual Water Distribution Leak Repairs Contract - Package 2

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO BARTEK CONSTRUCTION CO. IN THE AMOUNT OF $1,301,890.00 IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 2; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,301,890.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CO. CONTRACT WITH BARTEK CONSTRUCTION, CO. AND TO PAY BARTEK CONSTRUCTION CO. AN AMOUNT NOT TO EXCEED $1,301,890.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313; and

WHEREAS, one of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, the System and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the System’s Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet; and

WHEREAS, the System’s Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028; and

WHEREAS, the System can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss; the contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs; and

WHEREAS, the System’s Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028; and

WHEREAS, the System can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss; the contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs; and
WHEREAS, in 2017, the System had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System; in comparison to the industry average of 9 leaks per 100 miles, the System has workload challenges due to the aging infrastructure; and

WHEREAS, the System requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Bartek Construction, Co. a local, SBE firm, submitted a bid in the amount of $1,301,890.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,301,890.00 are required for the project work; and

WHEREAS, the total amount of $1,301,890.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Bartek Construction, Co. in the amount of $1,301,890.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 2, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,301,890.00 from the System 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 Bartek Construction, Co. and to pay Bartek Construction, Co. an amount not to exceed $1,301,890.00 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 $1,301,890.00 is hereby awarded to Bartek Construction, Co. in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 2.

2. That the expenditure of funds in an amount not to exceed $1,301,890.00 for the project work is hereby approved and made available from the System Fund.

3. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Bartek Construction, Co. and to pay Bartek Construction, Co. an amount not to exceed $1,301,890.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 2.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of April, 2018.

___________________________
Berto Guerra Jr., Chairman

ATTEST:

___________________________
Secretary
AGENDA ITEM NO. __29__

TO: San Antonio Water System Board of Trustees

FROM: Shawn C. Crawford, Manager, Construction Inspections, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 3

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,287,680.00 to Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 3.

- The San Antonio Water System (SAWS) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313.

- One of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, SAWS and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the SAWS Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet.

- SAWS Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028.

- SAWS can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss. The contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs.
In 2017, SAWS had over 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System. In comparison to the industry average of 9 leaks per 100 miles, SAWS has workload challenges due to the aging infrastructure.

Beyond the water leaks reported to SAWS by water-conscious public citizens, many leaks are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

This contract will allow for SAWS staff to identify, prioritize, and manage the leak repair work orders to be issued to the contractor to maximize efficiency.

The standard construction bidding process was used for this contract.

Facilities Rehabilitation, Inc., submitted the lowest responsive bid of $1,287,680.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS has already received the 2018 funding from the EAA in the amount of $4,507,750.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2018 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,287,680.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 18-1401 (CIP). The SAWS job number for all other types of work is 18-0105 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on March 2, 2018 at 10:00 a.m. The following bids were submitted:
The bid amount represents a 19.5 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

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

<table>
<thead>
<tr>
<th>Facilities Rehabilitation, Inc.</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,296,640.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>D. Guerra Construction, LLC</td>
<td>$1,538,075.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction LLC</td>
<td>$1,590,453.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,899,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

---

Shawn C. Crawford, P.E.
Manager
Construction Inspections

Michael S. Brinkmann
Vice President
Distribution and Collection Operations
Award of Construction Contract
2018 Annual Water Distribution Leak Repairs Contract - Package 3

APPROVED:

[Signature]
Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC. IN THE AMOUNT OF $1,287,680.00 IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 3; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,287,680.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,287,680.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313; and

WHEREAS, one of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, the System and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the System’s Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet; and

WHEREAS, the System’s Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028; and

WHEREAS, the System can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss; the contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs; and
WHEREAS, in 2017, the System had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System; in comparison to the industry average of 9 leaks per 100 miles, the System has workload challenges due to the aging infrastructure; and

WHEREAS, the System requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, submitted a bid in the amount of $1,287,680.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,287,680.00 are required for the project work; and

WHEREAS, the total amount of $1,287,680.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in the amount of $1,287,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 3, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,287,680.00 from the System 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,287,680.00 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 $1,287,680.00 is hereby awarded to Facilities Rehabilitation, Inc. in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 3.

2. That the expenditure of funds in an amount not to exceed $1,287,680.00 for the project work is hereby approved and made available from the System Fund.

3. That the System's 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 $1,287,680.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 3.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 3rd day of April, 2018.

________________________________
Berto Guerra Jr., Chairman

ATTEST:

___________________________
Secretary
AGENDA ITEM NO. 30

TO: San Antonio Water System Board of Trustees  
FROM: Shawn C. Crawford, Manager, Construction Inspections, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations  
THROUGH: Robert R. Puente, President/Chief Executive Officer  
SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 4  

Board Action Date: April 3, 2018

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $1,339,345.00 to Bartek Construction, Co., a local, SBE firm, in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 4.

- The San Antonio Water System (SAWS) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313.

- One of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, SAWS and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the SAWS Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet.

- SAWS Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028.

- SAWS can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss. The contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs.
In 2017, SAWS had over 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System. In comparison to the industry average of 9 leaks per 100 miles, SAWS has workload challenges due to the aging infrastructure.

Beyond the water leaks reported to SAWS by water-conscious public citizens, many leaks are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

This contract will allow for SAWS staff to identify, prioritize, and manage the leak repair work orders to be issued to the contractor to maximize efficiency.

The standard construction bidding process was used for this contract.

Bartek Construction, Co., submitted the lowest responsive bid of $1,339,345.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS has already received the 2018 funding from the EAA in the amount of $4,507,750.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2018 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,339,345.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 18-1401 (CIP). The SAWS job number for all other types of work is 18-0106 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on March 2, 2018 at 2:00 p.m. The following bids were submitted:
The bid amount represents a 16.5 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartek Construction, Co.*</td>
<td>$1,339,345.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,498,828.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>D. Guerra Construction, LLC</td>
<td>$1,527,875.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
<tr>
<td>Nerie Construction, LLC</td>
<td>$1,736,925.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,899,880.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

**2018 Annual Water Distribution Leak Repairs Contract - Package 4**

**Bartek Construction, Co.**

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>68.64%</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>1.87%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>70.51%</td>
</tr>
</tbody>
</table>

Shawn C. Crawford, P.E.  
Manager  
Construction Inspections

Michael S. Brinkmann  
Vice President  
Distribution and Collection Operations
Award of Construction Contract
2018 Annual Water Distribution Leak Repairs Contract - Package 4

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO BARTEK CONSTRUCTION, CO. IN THE AMOUNT OF $1,339,345.00 IN CONNECTION WITH THE 2018 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 4; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,339,345.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH BARTEK CONSTRUCTION, CO., AND TO PAY BARTEK CONSTRUCTION, CO., AN AMOUNT NOT TO EXCEED $1,339,345.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees approved the Edwards Aquifer Habitat Conservation Plan (EAHCP) and other documents associated with the Edwards Aquifer Recovery Implementation Program on November 1, 2011, by Resolution No. 11-313; and

WHEREAS, one of the requirements to receive United States Fish and Wildlife Service’s (the “Service”) approval of the EAHCP was that the conservation measures outlined in the EAHCP must be “reasonably certain to occur.” In order to assure the Program would be deemed “reasonably certain to occur” by the Service, the System and other EAHCP permittees loaned Edwards Water Rights to the EAA Groundwater Trust for a term of ten years through Initial Commitment Contract No. 13-649-HCP, which was approved by the System’s Board of Trustees on October 1, 2013 by Resolution No. 13-302, conveying to the EAA Groundwater Trust the amount of 8,000 acre-feet; and

WHEREAS, the System’s Board of Trustees approved an Interlocal Contract with the Edwards Aquifer Authority (EAA) to implement the springflow protection measures included in the EAHCP known as the Regional Water Conservation Program (the “Program”) effective January 1, 2016 through March 31, 2028 on January 5, 2016, by Resolution No. 16-028; and

WHEREAS, the System can use the funds received from the Program to hire contractors to repair leaks in the water distribution system so as to reduce water loss; the contractors will work in tandem with SAWS Distribution and Collection Operations crews to reduce the overall turnaround time on repairs; and
WHEREAS, in 2017, the System had 25 leaks per 100 miles of water distribution system piping over the approximately 7,000 miles of water distribution mains and appurtenances in the System; in comparison to the industry average of 9 leaks per 100 miles, the System has workload challenges due to the aging infrastructure; and

WHEREAS, the System requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Bartek Construction, Co., a local, SBE firm, submitted a bid in the amount of $1,339,345.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,339,345.00 are required for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Bartek Construction, Co., in the amount of $1,339,345.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 4, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,339,345.00 from the System 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 Bartek Construction, Co., and to pay Bartek Construction, Co., an amount not to exceed $1,339,345.00 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 $1,339,345.00 is hereby awarded to Bartek Construction, Co., in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 4.

2. That the expenditure of funds in an amount not to exceed $1,339,345.00 for the project work is hereby approved and made available from the System Fund.

3. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Bartek Construction, Co., and to pay Bartek Construction, Co., an amount not to exceed $1,339,345.00 in connection with the 2018 Annual Water Distribution Leak Repairs Contract - Package 4.

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 3rd day of April, 2018.

________________________________
Berto Guerra Jr., Chairman

ATTEST:

________________________________
Secretary