AGENDA
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
February 12, 2019, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

1. MEETING CALLED TO ORDER.

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

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


5. Public Comment.

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

Items 6 – 33

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

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

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

No items for this Meeting.

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

1. Acceptance of the bid of Atlus Traffic Management, LLC to provide: biennial contract for traffic control devices rental, Bid No. 18-0214, for a total of $1,346,400.00.

2. Acceptance of the bid of CLS Sewer Equipment Co., Inc. to provide: annual contract for sewer cleaning nozzles plus accessories & wear items, Bid No. 18-1083, for a total of $302,791.61.

3. Acceptance of the bid of Central Electric Ent. & Co. to provide: annual contract for electrical assistance, Bid No. 19-0298, for a total of $324,625.00.

4. Acceptance of the bid of Texas A&M Engineering Extension Service (TEEX) to provide: annual contract for mobile equipment training courses, Bid No. 18-6077, for a total of $142,396.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

7. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $347,281.50 in connection with the Grosenbacher Road 16-Inch On-Site Water Main Project; approving a contract between the System, R.L. Jones, LP and Continental Homes of Texas, LP for the project work; authorizing the expenditure of funds in the amount of $160,027.32 for the System’s proportionate share of the project work payable to R.L. Jones, LP and the expenditure of funds in the amount of $16,002.73 for the System’s proportionate share of the engineering design fees payable to Continental Homes of Texas, LP. (ANDREA BEYMER – TRACEY LEHMANN)
Water and Sewer Line Improvements

8. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $543,779.00 in connection with the 2018 Manhole to Manhole Relay Package 2 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution awarding a construction contract to E-Z Bel Construction, LLC in an amount not to exceed $1,750,168.00 in connection with the Louis Pasteur 12-inch Water Main Replacement Project. (ANDREA BEYMER – MICHAEL MYERS)

10. A Resolution awarding a construction contract to D Guerra Construction, LLC in an amount not to exceed $1,397,878.54 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

11. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $962,481.00 in connection with the Install Sewer Main from LS 224 to SBSP Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

12. A Resolution awarding a construction contract to Thyssen-Laughlin, Inc. in an amount not to exceed $2,235,365.95 in connection with the N. Mel Waiters Way 24-Inch Water Main Replacement Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

13. A Resolution approving additional funds in an amount not to exceed $350,000.00 to the existing professional services contract with K-Friese & Associates, Inc. in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

14. A Resolution approving additional funds in an amount not to exceed $350,000.00 to the existing professional services contract with Arcadis U.S., Inc. in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

15. A Resolution awarding a construction contract to Weisinger Incorporated in an amount not to exceed $1,567,280.00 in connection with the Micron Station Production Well No. 4 Project. (ANDREA BEYMER – MICHAEL MYERS)

16. A Resolution awarding a professional services contract to Garver, LLC in an amount not to exceed $1,204,988.00 in connection with the Leon Creek WRC Improvements and Upgrades Phase 2 Project. (ANDREA BEYMER – MICHAEL MYERS)

17. A Resolution approving additional funds in an amount not to exceed $250,000.00 to the existing professional services contract with Arcadis U.S., Inc. in connection with the Treatment Facilities Engineering Work Order Contract. (ANDREA BEYMER – MICHAEL MYERS)
REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

18. A Resolution authorizing expenditures in an amount not to exceed $146,833.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

19. A Resolution authorizing expenditures in an amount not to exceed $160,050.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay Contract Package 9. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

20. A Resolution authorizing expenditures in an amount not to exceed $120,050.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay Contract Package 10. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

21. A Resolution authorizing expenditures in an amount not to exceed $242,125.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay Contract Package 11. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

22. A Resolution accepting an offer in the amount of $625,000.00 for the sale of 2.461 acres along N.W. Loop 410, San Antonio, Bexar County, Texas; approving a purchase agreement with Mayur Patel; 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 $4,000.00 at closing. (NANCY BELINSKY – BRUCE HABY)

23. A Resolution approving the acquisition of two permanent sewer line easements being approximately 1.57 acres and a temporary construction easement being approximately 1.22 acres from Medio/Bailey Partners, Ltd., located at the northeast corner of Fischer Road and Quintana Road, in Bexar County, Texas for the Install Sewer Main from LS 224 to SBSP Project in an amount not to exceed $229,275.00. (NANCY BELINSKY – BRUCE HABY)

24. A Resolution declaring a public necessity for public use, the acquisition of certain privately owned real property in the City of San Antonio being permanent sewer easements and temporary construction easements for the E-4 Bulverde Area Sewer Capacity Relief and Storage at Loop 1604 Project in the northeast quadrant of Bexar County, Texas, which easements shall be acquired by negotiation and/or condemnation, if necessary, for the public use of the expansion and operation of the System; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the easements and authorizing the System to take all appropriate action to acquire the easements by negotiation and/or condemnation. Project located in NCB: 17365, 17726, 17728. (NANCY BELINSKY – BRUCE HABY)
25. A Resolution authorizing the negotiation and execution of a Master Site Joint Use Agreement with the City of San Antonio for the joint use of five System controlled properties to install communication equipment including antennas and towers for the Alamo Area Regional Radio System. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

26. A Resolution awarding a construction contract to J&P Paving Co., Inc. in an amount not to exceed $1,644,082.30 in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package I. (MICHAEL BRINKMANN – GORDON MAHAN)

27. A Resolution awarding a construction contract to San Antonio Constructors, Ltd. in an amount not to exceed $1,629,560.00 in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package II. (MICHAEL BRINKMANN – GORDON MAHAN)

28. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in an amount not to exceed $2,116,605.00 in connection with the 2019 Sanitary Sewer Lateral Renewal & Repair Construction Contract, Package 1. (JEFF HABY – ANNETTE DURAN)

29. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in an amount not to exceed $2,188,955.00 in connection with the 2019 Sanitary Sewer Lateral Renewal & Repair Construction Contract, Package 2. (JEFF HABY – ANNETTE DURAN)

30. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,268,180.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustment & Laterals Construction Contract, Package 1. (JEFF HABY – ANNETTE DURAN)

31. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,544,080.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustment & Laterals Construction Contract, Package 2. (JEFF HABY – ANNETTE DURAN)

32. A Resolution approving the Second Amendment to the Settlement Agreement with the Gonzales County Water Supply Corporation in connection with the System’s Production and Transportation Permit Applications. (DONOVAN BURTON – DARREN THOMPSON)

33. A Resolution approving settlement of the lawsuit of Matias Sanchez against the San Antonio Water System; approving the System’s financial obligation in the amount of $95,000.00 for purposes of the Settlement. (NANCY BELINSKY – BILL CROW)
ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

34. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (ANDREA BEYMER – TRACEY LEHMANN)

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Water and Sewer Line Improvements

35. A Resolution awarding a professional services contract to Kimley-Horn and Associates, Inc. in an amount not to exceed $14,498,734.00 in connection with the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

36. BRIEFING SESSION.
   A. Briefing and deliberation regarding the Vista Ridge Project
   B. Briefing and deliberation regarding the Quarterly Financial Report
   C. Briefing and deliberation regarding the 2019 State and Federal Legislative Agendas

37. President/Chief Executive Officer’s Report.
   A. Briefing and deliberation regarding the legal and legislative history of the Edwards Aquifer

38. Inquiries of the Board of Trustees for future briefings and/or follow-up action.
39. The Regular Session of the February 12, 2019, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071 and §551.072 of the Texas Open Meetings Act.

40. EXECUTIVE SESSION.

A. Consultation with attorneys regarding legal matters related to a Memorandum of Agreement with the United States Air Force pursuant to §551.071 and §551.072, Texas Government Code.

B. 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.

41. The Regular Session of the Regular Board Meeting of February 12, 2019, is hereby reconvened.

42. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF FEBRUARY 12, 2019, IS HEREBY ADJOURNED.
MINUTES
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
December 4, 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
Amy Hardberger, Secretary
Pat Merritt, Assistant Secretary
David P. McGee, Trustee
Eduardo Parra, Trustee

Board Members Absent:
None

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on December 4, 2018, and called to order at 9:11 a.m. by Chairman Berto Guerra.

2. Announcements.

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

3. Minutes.

A. Approval of the Minutes of the Joint Special Meeting of the San Antonio Water System Board of Trustees and CPS Energy Board of Trustees of October 9, 2018.
B. Approval of the Minutes of the San Antonio Water System Board of Trustees
Regular Board Meeting of October 9, 2018.

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


Robert Puente recognized Steve Clouse, who was retiring at the end of the year after 33 years of service to SAWS. Mr. Clouse had developed relations throughout the city, throughout the state that allowed SAWS to provide water and wastewater services to almost two million people. Mr. Clouse started with the city of San Antonio in 1985, and worked his way throughout the years to progressively expand his expertise. He now serves as the Senior Vice President and Chief Operating Officer. SAWS has received many awards throughout the years, and one of the biggest was received under Steve’s leadership. The Dos Rios Wastewater Treatment Center was recognized by the EPA in 2004 as the best wastewater treatment plant in the country. He reviewed Mr. Clouse’s many career highlights included the environmental trifecta and the Helotes mulch fire, and thanked him for his commitment to SAWS and to the city.

Mr. Clouse invited his wife, Gerri, to come up and stand next to him. He commented on the Board’s commitment to the organization and their willingness to work through some tough policy and environmental issues. The leadership team was experienced in their fields and understood the needs of the system. He stated he was humbled by the things that staff had done over the years. He would always work as an advocate for SAWS and looked forward to watching SAWS continue to lead the industry in the future.

Chairman Guerra thanked Mr. Clouse for his commitment, dedication and tenacity to make sure that we do the right thing. SAWS accomplishments couldn’t happen without strong, relentless, tenacious, solid and focused leadership.

Mayor Nirenberg congratulated Mr. Clouse on a terrific career of public service. He stated that what he would remember most about Mr. Clouse’s service at SAWS was how he conducted himself under some enormous pressure as a total gentleman. He thanked Mr. Clouse for sharing his knowledge that he developed over an incredible career.

Mr. Parra stated that as a professional engineer, he appreciated all the complicated milestones Mr. Clouse achieved for SAWS and admired that tremendously.

Ms. Jasso thanked Mr. Clouse for his service and for giving her a deep appreciation and knowledge of Mitchell Lake.

Mr. McGee stated the world needed more people like Steve Clouse, and thanked Mr. Clouse for his service.

Ms. Hardberger stated she personally could not imagine a SAWS without Mr. Clouse, and thanked him for everything he had done.

Ms. Merritt thanked Mr. Clouse for answering all of her questions and for his dedication not
only to SAWS but to the community. She wished him much love, joy, peace, happiness and relaxation in his retirement.

Mr. Clouse stated it was his privileged and he was humbled, but it's the people beside him and the people behind him that made all this possible.

5. Public Comment.

Alan Montemayor complimented Mr. Clouse on his successes with SAWS. He commented on the environmental importance of the Mitchell Lake Wetlands Project and SAWS efforts to make that a viable new wetlands for San Antonio. In early 2019, San Antonio would come out with the Climate Action Program that would have implications for economic development, air quality, and the health of citizens. He asked the Board to be proactive in the Climate Action Program for the benefit of the community.

CONSENT AGENDA ITEMS

Items 6 – 32

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

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

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

1. Approving a one-time purchase from Freeit Data Solutions to provide: Nimble Storage Array for data storage management (DIR-TSO-4160), Bid No. 18-18126, for a total of $138,186.52.

2. Approving a one-time purchase from Grande Truck Center to provide: one each 66,000 GVWR cab and chassis with installed 8-cubic yard on-site cement mixer (single cab); two each 66,000 GVWR cab-chassis with installed 20-ton truck mounted hydraulic crane (single cab), Bid No. 18-18134, Items A & B, for a total of $832,502.00.

3. Approving a one-time purchase from Santex Truck Centers, Ltd. to provide: one each 5-cubic yard, flameless asphalt repair/patch machine mounted on a 35,000 GVWR, extended cab, cab-chassis, to include a roller and spoil bins, Bid No. 18-18134, Item C, for a total of $183,000.00.

4. Approving a one-time purchase from Red McCombs Ford to provide: nineteen each 11,000 GVWR (minimum) two-wheel drive, extended cab truck with installed service body; two each 11,000 GVWR (minimum) single rear wheel, 4x2 regular cab truck with installed service body; six each 19,000 GVWR (minimum) 4x2 regular cab, cab-chassis with installed reinforced utility body and a 6,000 lb. corner mounted crane; one each 19,000 GVWR (minimum) 4x2 regular-cab, cab-chassis with...
installed 18' platform body with stake pockets; one each 14,000 GVWR (minimum) 4x2 regular-cab, cab-chassis with installed 10' platform body with stake pockets and 2,000 lb. power lift gate, Bid No. 18-18138, Items A, B, C, D & G, for a total of $1,641,039.10.

5. Approving a one-time purchase from Grande Truck Centers to provide: seven each 25,000 GVWR cab-chassis, 4-door, crew-cab, 84" CA truck with installed aluminum utility body and 2,000 lb. crane, Bid No. 18-18138, for a total of $950,369.00.

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

1. Authorizing the extension of an existing contract with BFI Waste Systems of North America, LLC to provide: landfilling of biosolids, Bid No. 17-0791, for a total of $500,000.00.

2. Acceptance of the bid of HD Supply White Cap to provide: biennial contract for Portland cement, ready mix (Quickrete) and asphalt cold patch bags, Bid No. 18-0023, for a total of $320,824.00.

3. Acceptance of the sole source bid of Saba Software (Canada), Inc. to provide: annual contract for SABA software maintenance and support, Bid No. 19-18052, for a total of $151,758.11.

4. Acceptance of the best value bid of Forcepoint, LLC dba Internet Content Management, Inc. to provide: annual contract for Data Loss Prevention Solution, Bid No. 18-18005, for a total of $124,910.00.

5. Acceptance of the bid of Safety Supply, Inc. to provide: annual contract for isotonic flavored drinks, Bid No. 18-6000, for a total of $104,141.70.

6. Acceptance of the bid of AVL Elevator dba Oracle Elevator Co. to provide: annual contract for elevator maintenance for SAWS Locations, Bid No. 18-2037, for a total of $148,360.00.

7. Acceptance of the best value bid of GC3 Specialty Chemicals, Inc. to provide: annual contract for water treatment chemicals, Bid No. 18-6014A, for a total of $100,197.60.

8. Acceptance of the bid of Alan Plummer Associates, Inc. to provide: annual contract for Industrial, Commercial and Institutional (ICI) water conservation audits, Bid No. 18-14128, for a total of $200,000.00.
CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to Pronto Sandblasting & Coating & Oilfield Services Co., Inc. in an amount not to exceed $1,739,211.00 in connection with the 2018 Manhole to Manhole Relay Package 1 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

8. A Resolution awarding a construction contract to Cruz Tec, Inc. in an amount not to exceed $1,640,880.97 in connection with the Multiple Sewershed Package 8 - CIPP Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution approving Change Order No. 2 in an amount not to exceed $157,414.56 to the construction contract with SAK Construction, LLC in connection with the Eastern Sewershed Package IV Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution awarding a professional services contract to Garver, LLC in an amount not to exceed $907,449.00 in connection with the BPC Central Small Diameter Package 1 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

11. A Resolution awarding a professional services contract to Bain Medina Bain, Inc. in an amount not to exceed $261,164.00 in connection with the BPC Central Small Diameter Package 2 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

12. A Resolution awarding a professional services contract to K Friese & Associates, Inc. in an amount not to exceed $1,171,742.00 in connection with the BPC Central Large Diameter Package 1 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

13. A Resolution awarding a professional services contract to Cobb Fendley & Associates, Inc. in an amount not to exceed $397,991.00 in connection with the BPC East/West Small Diameter Package 1 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

14. A Resolution awarding a professional services contract to Lockwood Andrews & Newnam, Inc. in an amount not to exceed $361,189.00 in connection with the Multiple Sewershed Package 12 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

15. A Resolution awarding a professional services contract to Black & Veatch Corporation in an amount not to exceed $1,299,463.00 in connection with the Artesia Pump Station Improvements Project. (ANDREA BEYMER – MICHAEL MYERS)
EASEMENT AND REAL PROPERTY

16. A Resolution approving a lease agreement with West Vista Holdings, LP in an amount not to exceed $277,456.27 for a term of 60 months for approximately 6,995 square feet of warehouse storage space located at 4745 Center Park Blvd., San Antonio, Texas. (NANCY BELINSKY – BRUCE HABY)

17. A Resolution authorizing settlement of litigation and expenditures in the amount of $7,000.00 in litigation between the System and John J. Toomey, individually and as trustee of the Toomey By-Pass Trust and Toomey-Guseman Family, LP in connection with the acquisition of a temporary construction easement containing approximately 0.208 of an acre for the E-19: Seguin Road to Nacogdoches Road – Segment 2; authorizing the System's legal counsel to take all necessary action to conclude the litigation. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

18. A Resolution approving the recommendation of USI Insurance Services National, Inc. in an amount not to exceed $1,109,967.00 for the period ending December 31, 2019, in connection with the comprehensive commercial insurance program. (SHARON DE LA GARZA)

19. A Resolution awarding a services contract to various temporary employment agencies in an amount not to exceed $2,053,100.00 for the period of January 1, 2019 through December 31, 2022, with two successive one-year extensions in connection with temporary employment services. (SHARON DE LA GARZA)

20. A Resolution awarding a services contract to various temporary employment agencies in an amount not to exceed $2,500,000.00 for the period of January 1, 2019 through December 31, 2022, with two successive one-year extensions in connection with temporary employment services for Information Systems related positions. (SREE PULAPAKA)

21. A Resolution prescribing authority to sign for withdrawals from depository fund accounts, prescribing authority for withdrawals of documents from safekeeping, and appointing representatives with full authority to execute collateral transactions in accordance with contracts for general depository services and investment services as approved by actions of the Board of Trustees; and that all prior instructions and resolutions with respect to the foregoing signatories be and are hereby rescinded. (DOUG EVANSON)

22. A Resolution adopting revisions to the Investment Policy of the San Antonio Water System pursuant to the guidelines established in the City of San Antonio’s Ordinance No. 75686 and the Public Funds Investment Act. (DOUG EVANSON)

23. A Resolution approving an Interlocal Agreement with the City of Converse for billing services. (MARY BAILEY – EYENEMI DICKSON HOGUE)
24. A Resolution approving an Interlocal Agreement with the City of Balcones Heights for billing services. (MARY BAILEY – EYENEMI DICKSON HOGUE)

25. A Resolution approving an Interlocal Agreement with the City of Olmos Park for billing services. (MARY BAILEY – EYENEMI DICKSON HOGUE)

26. A Resolution awarding a construction contract to Jerdon Enterprise, LP in an amount not to exceed $1,069,069.00 in connection with the Mitchell Lake Constructed Wetland Phase 1 Project. (DONOVAN BURTON – GREGG ECKHARDT)

27. A Resolution approving a Joint Funding Agreement with the United States Geological Survey in an amount not to exceed $95,000.00 for the period ending December 31, 2019, in connection with measuring inputs and outputs of the Medina Surface Water and Groundwater System. (DONOVAN BURTON – DARREN THOMPSON)

28. A Resolution approving additional funds in an amount not to exceed $250,000.00 to Guadalupe Valley Electric Cooperative in connection with the construction of electrical service for the Vista Ridge Regional Supply Project Intermediate Pump Station 2 Facilities. (DONOVAN BURTON – MARTY JONES)

29. A Resolution approving the extension of a services contract with Aramark Services, Inc. in an amount not to exceed $133,126.00 for the period of January 1, 2019 through December 31, 2019, in connection with cafeteria, vending, and related services. (JEFF HABY – CARLOS MENDOZA)

30. A Resolution awarding a services contract to The Deberry Group, LLC in an amount not to exceed $350,000.00 for the period of January 1, 2019 through December 31, 2020, with a one-year extension options in connection with creative development and marketing services. (GAVINO RAMOS)

31. A Resolution approving a Full and Final Compromise and Settlement Agreement with Zachry Parsons Water Resources Joint Venture in connection with claims arising out of a Construction Management at Risk Agreement for the System’s Brackish Groundwater Desalination Program; authorizing the System to accept the sum of $300,000.00 pursuant to the terms of the agreement. (NANCY BELINSKY – STEVE CLOUSE)

32. A Resolution approving an Engagement Letter with Ruben Barrera of the Law Firm of Langley & Banack, Inc. in an amount not to exceed $73,100.00 to act as Special Counsel to the Board of Trustees for calendar year 2019. (BERTO GUERRA, JR., CHAIRMAN, BOARD OF TRUSTEES)

Chairman Guerra stated staff asked to pull Items 10 and 13 from the Consent Agenda, and no action would be taken on Items 10 and 13. Item 14 had been pulled for recusal purposes. Individual Items 34 – 39 were construction contracts and typical of SAWS work. In the interest of time, he asked to move these items to be considered under the Consent Agenda. He asked if there were any objections. Hearing none, Chairman Guerra asked for a motion and second for approval of the Consent Agenda Items 6 – 32, and 34 – 39, except for Items 10, 13 and 14.
Ms. Jasso made a motion to approve the Consent Agenda Items 6 – 32, and 34 – 39, except for Items 10, 13 and 14. Ms. Merritt seconded the motion.

Consent Agenda Items 6 – 32, and 34 through 39, except for Items 10, 13 and 14, were unanimously approved. Verbal voting.

Chairman Guerra stated he would take up Consent Item 14. Trustee Parra had asked to recuse himself from any discussion or action on this item. Chairman Guerra asked for a motion and second for approval of Consent Agenda Item 14.

Ms. Merritt made a motion to approve Consent Agenda Item 14. Mr. McGee seconded the motion.

Consent Agenda Item 14 was unanimously approved. Verbal voting.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

33. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below, requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (ANDREA BEYMER – TRACEY LEHMANN)

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA ETJ / 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>QT #4014 Tract</td>
<td>QuikTrip Corporation</td>
<td>1.862</td>
<td>16</td>
<td>8</td>
<td>COSA ETJ INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
<td>INSIDE OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>On The Move Tract</td>
<td>On The Move, Inc.</td>
<td>2.24</td>
<td>2</td>
<td>3</td>
<td>COSA ETJ INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
<td>INSIDE OUTSIDE</td>
</tr>
<tr>
<td>3</td>
<td>Westlakes Vise SPH 1604</td>
<td>Peoples Verdes Ranch Holdings Co., Ltd</td>
<td>330</td>
<td>2,020</td>
<td>1,995</td>
<td>COSA ETJ OUTSIDE</td>
<td>Y</td>
<td>OVR/IFC</td>
<td>INSIDE</td>
<td>INSIDE</td>
<td>INSIDE INSIDE</td>
</tr>
</tbody>
</table>

Total: 334.11, 2,038, 2,006

Tracey Lehmann presented Item 33, Utility Service Agreements for the QT #4014 Tract, the One the Move Tract, and the Westlakes Vise SPH 1604 Tract.

The QT #4014 Tract was a commercial development off of West IH-10, across from Fair Oaks Parkway and south of the Winwood Pump Station. The development was less than two acres, and the developer was requesting 16 water equivalent dwelling units (EDU) and 8...
wastewater EDUs. The tract was within the water CCN, but outside the wastewater CCN. The tract was over the contributing zone and within the five-mile radius of military bases, with Camp Bullis being the closest facility. He reviewed project maps and proposed infrastructure options for the tract. The developer would connect to an existing 30-inch water main that fed the Winwood Tank and Pump Station, and extend a 12-inch main along the side of the property and across the frontage of the property for service. For wastewater, an existing gravity system was about 4,500 feet to the south of the development. The developer would extend the existing 8-inch wastewater main along IH-10 up to the property for service.

The On the Move Tract was a commercial development, and just north of the Winwood Pump Station. The development was a 2.2 acre tract, and the developer was requesting two water EDUs and three wastewater EDUs. The tract was within the water CCN, but outside the wastewater CCN. The tract was an existing development, with septic and a well for service. The tract was over the contributing zone and within the five-mile radius of Camp Bullis. He reviewed project maps and proposed infrastructure options for the tract. The developer would connect to an existing 24-inch water main in front of the property with a looped 8-inch water main. For wastewater, there were two options. The developer could extend 2,500 feet of an 8-inch main or go to the northwest approximately 3,800 feet of an 8-inch sewer main to connect to the existing gravity infrastructure.

The Westlakes Vise SPH 1604 Tract was a mixed-use development with a combination of three tracts in the USA. The tract was located on both sides of Loop 1604 on the far west side and just south of Highway 90. The three tracts totaled 330 acres, and the developer was requesting 2,020 water and wastewater EDUs. The tract was close to military infrastructure with Lackland and Lackland Annex being the closest facilities. He reviewed project maps and proposed infrastructure options for the tract. There was an oversizing requirement for a 24-inch water main. In order to get the capacity for water, the developer would extend the water main from Loop 410 along Highway 90 to Loop 1604, and then south along Loop 1604 to the full frontage of the property. The development required a 16-inch water main, and SAWS elected to oversize a portion of the 16-inch to a 24-inch main between Loop 410 and Highway 90 along Loop 1604. The development was just north of the Medina River Sewer Outfall, and the developer would connect directly to the outfall and extend a 15-inch wastewater main to the property.

Staff recommended approval of the Utility Service Agreements for the QT #4014 Tract, the On the Move Tract, and the Westlakes Vise SPH 1604 Tract.

Mr. McGee made a motion to approve Item 33. Mr. Parra seconded the motion.

Ms. Jasso inquired about the project timeline for the Westlakes tract. Mr. Lehmann responded the construction would be approximately 180 days for that segment.

Mayor Nirenberg inquired about the process and due diligence with JBSA. Mr. Lehmann replied that staff was sending notices to JBSA before the USAs were executed. At this time, JBSA had not followed up with staff for more information.

Mayor Nirenberg asked if the notice included San Antonio Office of Military Affairs. Mr. Lehmann confirmed.
Mayor Nirenberg stated he would like staff’s notice to be more substantial and to be more of a conversation. He stated he would like to discuss further. Mr. Puente confirmed.

Ms. Hardberger inquired about the Westlakes tract being an extension or similar to a previous one approved by the Board. Mr. Lehman replied Item 34 on the agenda was Segment B of the water main extension. SAWS was partnering with Pulte Homes of Texas, LP and D Guerra Construction to build Segment B, which was the portion along Highway 90 and part of another USA similarly named as Westlakes 1604 Tract.

Ms. Hardberger asked about the overall impact for the area or the full extension of the build-out. Mr. Lehmann replied that staff had developed master plans for water and wastewater. When a developer came in to discuss service, staff looked at what infrastructure was needed to serve future growth. The master plan looked out 25 to 30 years, and staff would take the opportunity to upsize based on projections for future growth.

Ms. Hardberger asked to see the master plan in relation to the areas specifically that were outside of one or both of the CCNs. Mr. Lehman confirmed.

After no further discussion, Item 33 was unanimously approved. Electronic voting.

34. A Resolution awarding a construction contract to D Guerra Construction, LLC in an amount not to exceed $5,533,517.84 in connection with the Westlakes Off-Site Water Main Extension – Segment B Project; approving a contract between the System, D Guerra Construction, LLC and Pulte Homes of Texas, LP for the project work; authorizing the expenditure of funds in the amount of $4,048,246.53 for the System’s proportionate share of the project work payable to D Guerra Construction, LLC and the expenditure of funds in the amount of $404,824.65 for the System’s proportionate share of the engineering design fees payable to Pulte Homes of Texas, LP. (ANDREA BEYMER – TRACY LEHMANN)

Item 34 was approved as part of the Consent Agenda.

Water and Sewer Line Improvements

35. A Resolution awarding a construction contract to SAK Construction, LLC in an amount not to exceed $5,730,181.00 in connection with the Multiple Sewershed Package 5 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Item 35 was approved as part of the Consent Agenda.

36. A Resolution awarding a construction contract to S.J. Louis Construction of Texas, Ltd. in an amount not to exceed $21,023,894.01 in connection with the Martinez Creek: Perez St to W. Huisache Ave Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Item 36 was approved as part of the Consent Agenda.
Production, Transmission and Treatment Improvements

37. A Resolution awarding a construction contract to Associated Construction Partners, Ltd. in an amount not to exceed $4,922,893.00 in connection with the Medio Creek WRC Filter and UV System Improvements Project. (ANDREA BEYMER – MICHAEL MYERS)

Item 37 was approved as part of the Consent Agenda.

38. A Resolution awarding a construction contract to Landmark Structures I, LP in an amount not to exceed $5,625,000.00 in connection with the Southwest Loop 410 Elevated Storage Tank Project. (ANDREA BEYMER – MICHAEL MYERS)

Item 38 was approved as part of the Consent Agenda.

39. A Resolution awarding a construction contract to Archer Western Construction in an amount not to exceed $16,047,000.00 in connection with the Wurzbach Pump Station Improvements Project. (ANDREA BEYMER – MICHAEL MYERS)

Item 39 was approved as part of the Consent Agenda.

MISCELLANEOUS ITEMS

40. A Resolution awarding a construction contract to Pesado Construction Company in an amount not to exceed $5,367,434.74 in connection with the Central Water Integration Pipeline Segment 5-4 Project. (ANDREA BEYMER – ALISSA LOCKETT)

Alissa Lockett presented Item 40, award of a construction contract for the Central Water Integration Pipeline Segment 5-4 Project. The project was the final construction package for Board consideration as part of the overall CWIP program. The project was located near the Basin Pump Station just west of Hwy 281 in the central corridor of the city. The project included a 30-inch and 24-inch pipeline from the Basin Pump Station to an existing pipeline, and about 200 feet of water line replacement to address a leak on the pipeline to be used to integrate Vista Ridge water.

She reviewed a map of the project work at the Basin Pump Station, which was an existing facility undergoing improvements partially to take in the Vista Ridge water and also to upgrade the disinfection and electrical systems. The pipeline would run along the outer edge of the Olmos Basin golf course and connect to an existing pipeline. Part of the existing pipeline was being replaced due to condition assessment where there were some major breaks that D&C crews had to fix. Staff identified that as a major weakness in the Vista Ridge integration system and was added to the scope of the project. The Halm Boulevard water main replacement was near the La Quinta at the intersection of Hwy 281 and Loop 410. There was a leak underneath the drainage ditch that was also identified through the condition assessment work and included as part of the scope for the project.

There were four bidders for this project, and the lowest responsible bid was from Pesado Construction Company. The bid amount was $5,367,434.74, which was 13.1 percent below the engineer's estimated construction cost. SAWS continued to see competitive bids on
pipeline projects. There was a substantial completion milestone on this project similar to the other CWIP projects of December 31, 2019, to have infrastructure in place before testing was started with the Vista Ridge water in January 2020. The contractor was a local, SMWVB firm with a 99.83 percent SMWVB participation.

She discussed the construction schedule. The project was scheduled to be complete in December 2019. The ground storage tank at Agua Vista had an early completion date to get out of the way of the treatment facility contractor by mid-February. The Maltsberger ground storage tank rehab was overlapping another project at Maltsberger so it was scheduled to be complete by mid-March. The Pipeline Segment 5-4 would start in December and would be completed by December 31, 2019.

She gave an overview of all the contracts awarded since April for the CWIP program. The cost for the eight projects was about $16 million less than the design-build initial guaranteed maximum price, and that's with the additional schedule constraints put in by bidding each contract individually and taking each project to a hundred percent design. The overall cost was 21.2 percent above the engineer's estimate partially due to the schedule constraints and the contractors adjusting their prices accordingly to add extra labor to get the project done in time. Market conditions for steel were a bit volatile as well as the labor market with unemployment at an all-time low. She reviewed a breakdown of the total estimated project costs. Construction was $165 million and the design services performed by Tetra Tech was $17 million. Tetra Tech was originally part of the initial design-build team, and they have carried the design all the way to a hundred percent design on all the projects and will provide basic construction phase services. The program management was with the Black & Veatch contract for $16 million that also included construction phase services. Black & Veatch would provide full inspection on all of the projects and also some SCADA integration services in the control center to make it more robust in the ability to move water around to facilities. Design-Build Phase 1 services were about $5 million for the design-build contract. Other construction costs including easement acquisitions of around $2.8 million totaled $10 million. The total program cost was about $214 million, with the funding dedicated back in 2015, 2016 of about $68 million so there was a shortfall of $68 million.

She gave an update on the project construction. The shell and all of the steel work on the tank was mostly complete, and the work on Schott Street was getting ready to start. A section of the Cornerstone Church parking lot was sanctioned off for construction of the tunnel entry shaft. Excavation had gone down about 20 feet so far. At the Bitters Pump Station, crews had excavated down over five to ten feet in areas for the new tanks so base could be brought in to make a level foundation for the new five-million gallon tank.

Staff recommended the award of a construction contract to Pesado Construction Company for CWIP Pipeline Segment 5-4 and approval of funds in the amount of $5,367,434.74 for the construction contract.

Ms. Jasso made a motion to approve Item 40. Ms. Merritt seconded the motion.

Mr. Parra inquired about the age of the pipe at the main replacement on Halm Boulevard. Ms. Lockett state she could get the exact age, but the pipeline was more than 30 years old.

Ms. Merritt asked if SAWS had done work with Pesado in the past. Ms. Lockett confirmed.
Ms. Merritt asked about the quality of Pesado’s work and their timeliness. Ms. Lockett replied that she had worked with Pesado on the Leon Creek Interconnect, which was a 60-inch pipe to connect the Leon Creek WRC to the Southwest Bexar Sewer Pipeline. She stated Pesado did excellent work on the pipeline portion, and staff was confident that Pesado could perform this work.

Ms. Hardberger asked if this project was the last to be awarded of all the integration pipeline construction projects. Ms. Lockett confirmed.

After no further discussion, Item 40 was unanimously approved. Electronic voting.

**41. A Resolution ratifying the actions of the Sr. Vice President/Chief Operating Officer in approving the award of a construction contract to SAK Construction, LLC in an amount not to exceed $2,639,330.00 in connection with the W-1 Temporary Diversion to Medio Creek WRC – Emergency Bypass Project.**

(ANDREA BEYMER – GAIL HAMRICK-PIGG)

Gail Hamrick-Pigg presented Item 41, award of a construction contract for the W-1 Temporary Diversion to Medio Creek WRC – Emergency Bypass Project. The project was located in the western watershed and north of Hwy 151, Lackland Air Force Base and Hwy 90. An extended historic rain event in September and October created SSOs at the Swiss Oaks Drive location, and aggravated structural issues with existing pipe on Morey Road just above the Lackland area. The pipeline was built in the 1960’s and there were some significant capacity constraints.

In response to the SSOs at Swiss Oaks Drive and pipeline structural issues at Morey Road, emergencies were declared. Engineering and Operations worked together to develop a project scope to divert up to 8 MGD from the existing 42-inch sewer line to the Medio Creek treatment plant through an existing reuse line. This diversion would allow the flows to be reduced, and would allow staff to clean, televis and do some emergency repair work on the existing pipeline.

The next steps were dependent on the emergency repair work to the existing pipeline that goes through Lackland and Morey Road. There was a potential to divert additional flows, if needed. Staff was moving forward with a new alignment of the W-6 project on Military Drive that included a deep tunnel. There was an RFQ out now, and responses were due on December 15. The lower and upper segments of the W-1 project were also moving forward. The lower segment was at 50 percent design, and the construction contract would advertise in April with Board consideration in June of 2019. The upper segment was at 90 percent design, and the construction contract would advertise in the fall with Board consideration in December of 2019.

An emergency solicitation for bids was issued on November 2. A mandatory site visit and pre-bid meeting was held with the contractors. Six contractors were invited to bid, and two bids were received. The low responsible bidder was deemed to be SAK Construction with a bid in the amount of $2,639,330.00. The construction duration was 180 days. The design engineer was Western Solutions, and the bid represented a 99.95 percent increase from the estimated construction cost. Clearly, the emergency nature of the project and availability of
contractors resulted in increased costs. She noted that the funding source identified in the board item stated the project would be paid out of O&M funds. After discussing with Finance, it was determined that capital funds could be used for this project.

Staff recommended the award of the construction contract to SAK Construction in an amount of $2,639,330.00 for the W-1 Temporary Diversion to Medio Creek WRC – Emergency Bypass Project.

Mr. Parra made a motion to approve Item 41. Ms. Merritt seconded the motion.

Mr. Parra commented on the possibility of piggybacking the work discussed on Item 33 for the pipeline around Lackland on the approved USA and the work for the W-6 project.

Ms. Hardberger commented on a competitive bid process. She asked if staff knew why only two of the six contractors bid on the project. Ms. Hamrick-Pigg responded that two of the contractors stated they already had too much work. The two contractors were Qro Mex and S.J. Louis. The other two contractors were SpawGlass and Capitol Excavation, and they did not feel they had time to put together a bid.

Ms. Hardberger asked if the design engineer’s work was done before the project was declared an emergency. Ms. Hamrick-Pigg replied no and stated the engineer did not anticipate what the emergency component would add to the cost.

Ms. Jasso inquired about the funding for the project. Ms. Hamrick-Pigg responded that originally, the funding was going to be O&M, but would be moved to capitalized projects. Staff met with Finance to discuss, and staff felt the project was similar to other projects that flows were bypassed in order to rehabilitate the pipe so it could be capitalized.

After no further discussion, Item 41 was unanimously approved. Electronic voting.

42. A Resolution approving a Commercial Custom Rebate Agreement with Bottling Group, LLC dba Pepsi Beverages in an amount not to exceed $155,415.00 in connection with water efficiency improvements within the San Antonio Pepsi beverages production facility. (GAVINO RAMOS – KAREN GUZ)

Karen Guz presented Item 42, a Commercial Custom Rebate Agreement with Pepsi Beverages. The custom rebate program assured SAWS was getting firm water and quality assurance for the customers. Commercial accounts made up a relatively small number of the metered accounts, but they account for about 30 percent of water sales by volume. The custom rebate program has existed for over 15 years at SAWS because it helped bring together SAWS needs and business needs.

She recognized Brandon Leister, who works with the large business customers to discuss what options might be available. Mr. Leister had been talking with Pepsi Beverages for several years. Pepsi Beverages had been in business in San Antonio since 1971, and employed about 321 people. They consume a lot of water because of a large operation, and produced 18 million cases of beverages in San Antonio annually. As part of changes to the bottling process and almost $600,000.00 in equipment investments, Pepsi Beverages estimated they could significantly reduce the water use per unit by ten percent. Mr. Leister
was engaged to test the water used in the operations before the changes took place and then after to confirm the savings. The negotiated agreement would be for a maximum rebate amount, but the rebate would be paid based on the actual savings for the project.

Staff recommended the approval of the Commercial Custom Rebate Agreement with Pepsi Beverages and funds in an amount not to exceed $155,414.00 for the custom rebate.

Mr. McGee made a motion to approve Item 42. Ms. Merritt seconded the motion.

Chairman Guerra asked if the annual savings would be 28.26 acre-feet. Ms. Guz confirmed.

Mayor Nirenberg commented on the conservation efforts by a good corporate citizen as well as a reasonable incentive to make a positive project happen. Mr. Puente added that it was difficult to understand business model of convincing customers to buy less of our product.

After no further discussion, Item 42 was unanimously approved. Electronic voting.

43. 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 2019A”.

(DOUG EVANSON)

Phyllis Garcia presented Item 43, two upcoming debt transactions for SAWS. She discussed the flow of funds as required by SAWS Creation Ordinance. SAWS target was to fund 50 percent of the CIP with cash as mentioned, operating revenues in excess of O&M, debt service and City payments were used to cash fund the CIP along with impact fees and non-operating revenues, primarily interest income received on investments. The remaining funding for the CIP came from debt proceeds. SAWS revenue bonds were either sold in the capital markets to investors or through the Texas Water Development Board (TWDB) at subsidized interest rates. SAWS also used a tax-exempt commercial program as interim funding as notes could be issued and took advantage of the short-term interest rate on the yield curve.

The requested action was to seek City Council authorization to issue bonds for the TWDB Drinking Water State Revolving Fund in an amount not to exceed $33,550,000.00. The interest rate would be set at 1.35 percent below current rates at the time the rates were set. The bonds would be used to fund the Wurzbach Pump Station Project, the La Rosa Pump Station Project, and the Pleasanton Road Water Main Project.

She provided a follow-up briefing on the transactions that were authorized earlier in the year. In April 2018, the Board and City Council authorized the issuance of new bond proceeds in an amount not to exceed $351,245,000.00 to fund the CIP. In May, SAWS issued $175,495,000.00 of bonds with remaining authorization of $175,750,000.00. Staff proposed a transaction to issue approximately $167,625,000.00 in Variable Rate Put Bonds, which would be the third of this type of series issued by SAWS. These bonds were amortized over a 30-year period; however, the bonds were priced at the short end of the yield curve. The estimated yield on the current five-year transaction would be approximately 2.71 percent.
Although short-term interest rates had been increasing, there were still benefits to issuing variable rate debt or debt on the short end of the yield curve. As mentioned, the estimated yield on this transaction was 2.71 percent for five years, while 30-year fixed rate issue would be approximately 4.08 percent.

Currently, about 88 percent of SAWS outstanding debt was in a fixed rate mode. Diversification of the debt portfolio was good because it gave a good mix of debt and also brought in different investors that would be interested in a different type of debt. The rating agencies were comfortable with entities having between 20 and 25 percent of their debt in a variable rate. After this transaction, SAWS would have approximately 16.4 percent of debt considered variable. To offset the variability of short-term debt, SAWS had a short-term investment portfolio of over $1 billion. When short-term interest rates rise, there may be an increase in debt service, but there also was an increase in the short-term investment portfolio. This increase would produce additional investment income, which would act as a hedge to the debt portfolio.

She reviewed the calendar for the transactions that included Board and City Council consideration in December. Staff would brief the rating agencies on these transactions on December 10, and variable transaction pricing was scheduled for January, with a closing in either late January or early February. The rate setting and closing on the TWDB issue would most likely be in the first quarter once the project costs had been finalized.

Staff recommended the approval to request City Council authorize the issuance of an amount not to exceed $33,550,000.00 in bonds to the TWDB under the Drinking Water State Revolving Fund.

Mr. McGee made a motion to approve Item 43. Ms. Merritt seconded the motion.

Mr. McGee inquired about the index on the TWDB subsidy of 1.35. Ms. Garcia replied the index was the AA MMD Index because of SAWS AA rating.

Mr. McGee asked how much of SAWS debt was variable rate, and how much of the debt portfolio was on floating rates. Ms. Garcia stated that after this transaction, a little over $500 million would be variable rate, or 16.4 percent. Mr. Evanson added the $501 million in the post issuance was called variable rate. It was really a fixed rate for a short period of time. The bonds were a 30-year bond, but the interest rates were only fixed for five years at a time. The bonds were fixed in that sense, but were considered variable rate exposure by the rating agencies. Most of the maturities for the average investment was 300 days roughly.

After no further discussion, Item 43 was unanimously approved. Electronic voting.

44. **BRIEFING SESSION.**

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

Mr. Puente stated Item 40 served as the update on the Vista Ridge Project.

B. **Briefing and deliberation regarding the 2019 State Legislative Agenda**
Donovan Burton provided an update on the upcoming Legislative Session and some of the key dates during the session. SAWS legislative team included Mr. Puente, Blair Parker, Hope Wells, and the lobby team of Marc Rodriguez, Buster Brown, and Jennifer Brown. First day of session would be January 8, and about 600 or 700 bills had already been filed. Bills could be filed all the way until March 8. The session would end on the 140th day or May 27. The governor had until June 16, to sign or veto the bills.

He discussed the members of the Bexar County Delegation for the House and Senate, and the committee leadership. SAWS dealt with a lot of different committees, but the primary committees were the water committees. In the Senate, the Agriculture, Water and Rural Affairs Committee was chaired by Chairman Charles Perry. Chairman Perry was expected to continue his leadership role this session. In the House, Chairman Lyle Larson from San Antonio was the chair currently. There was a new speaker coming into the Legislative Session, and the new speaker would make those committee decisions. On the speaker's race, the vote had not taken place, but Dennis Bonnen would likely be the next speaker. Bonnen was out of Brazoria and Matagorda Counties, from Angleton, just south of Houston, and was elected to the Legislature in 1996. Bonnen had been the chairman of the House Ways & Means Committee, the speaker pro tem, and a former member of the House Natural Resources Committee serving under Chairman Robert Puente. So he was very knowledgeable on water issues.

Some of the issues that were expected to be top priorities was school finance, property tax reform, Hurricane Harvey relief, flood mitigation, and various water issues. SAWS had two primary agenda items that were passed through the Legislative Session last time and got caught up in some political issues at the end, and ultimately got vetoed. Transfer Permit Extensions was an issue with the groundwater districts. The timelines for the production permits and transportation permits did not always mesh up. SAWS would like for the operating permit and the transfer permit to be on the same timeline going forward, which would provide stability and certainty. The Legislature also passed a bill last year to work on favorable rules to incentivize the development of brackish water. There was a lot of improvement that could be made from a groundwater district perspective to incentivize the production and transportation of brackish groundwater, longer term permits while continuing to make sure that the water quality was protected, those sorts of things that were part of a favorable brackish regulatory environment. SAWS was working with the industry groups, primarily Texas Water Conservation Association (TWCA), which was a collection of not only water utility people but also groundwater district people and industries. Flexibility on the use of Edwards Aquifer water was another primary agenda item. There was limited use of water outside boundaries of the Edwards Aquifer Authority (EAA). SAWS had a few scenarios where our infrastructure was just outside of the EAA boundaries, and it would be favorable to have that flexibility to use the water source to serve that particular area.

Some of the secondary issues included streamlining disaster relief process, EAA permitting exemptions for uses of water for military, Public Funds Act training, and other TWCA groundwater reform items. SAWS has been working with TWCA on the development of consensus items to streamline some of the regulatory efforts of the groundwater districts. There could be a lot of activity with the EAA this session. There had been some effort to remove the EAA from Chapter 36. Discussions around settlement ideas for a lawsuit filed by Uvalde on base acre conversions could lead to a legislative effort as well. The EAA was
also looking for ways to fund the plugging of abandoned wells. Other issues included stripping of municipal regulations, increasing procedural hurdles in eminent domain, and shifting of construction liability to project owners. To the extent the issues impact water and wastewater utilities, SAWS would get involved. Eminent domain had been in every session for the past several sessions and was expected to come up again this session.

Ms. Jasso asked if any of the San Antonio delegation was interested in carrying water issues for SAWS. Mr. Burton replied a lot of the delegation said they were interested in water and would make that decision as they were appointed to committees. Obviously, Chairman Lyle Larson was still working with the governor on some things. Again, the TWCA bills were statewide consensus bills, so it could be done by other people even outside of San Antonio. Representative Ina Minjarez had been helpful and very involved in water issues. Senator Pete Flores said he was very interested, potentially even getting on the Agriculture, Water and Rural Affairs Committee. All of the Bexar County members have been supportive of these issues.

Mayor Nirenberg asked for a briefing on the EAA and Chapter 36 and related issues specific to the Edwards Aquifer. Mr. Burton confirmed.

Mr. McGee commented and asked staff to follow-up on efforts by Dallas and Houston to get money from the Rainy Day Fund that came from the Hurricane Harvey relief to help them with flood mitigation and was kind of tied to the Consent Decree. Mr. Burton stated he had heard of efforts to use some of the Rainy Day Funds for flood mitigation and would definitely follow-up.

Mr. McGee stated he was glad to see the brackish groundwater legislation moving forward. Mr. Burton replied there was a broad range of support. It was one that just got caught up in some political efforts. Staff was working through brackish groundwater as well as the permits bill to see if there were any alterations to make sure that it could address the governor's concerns.

Ms. Jasso asked if SAWS was being included in the discussions on the EAA issue, since SAWS funding was so much. Mr. Burton responded he was included in a lot of the legislative discussions, and was working closely with the EAA.

Ms. Hardberger stated she would also be interested in understanding more about the end goal of the EAA, since they were already exempt from a lot of Chapter 36. She commented on the importance to have some conversations with city staff on land use implications and growth because of the direct financial impact on SAWS. There might be some unintended consequences that would need to be discussed. On brackish desal, she stated it was shocking to see a complete consensus bill get rejected by the governor. Statewide, people were disappointed because many years went into getting the bill as far as it got. She commented on the importance of having the right people carry bills. Mr. Burton responded that he had been working on the brackish bill, and staff would be working with TWCA to get more consensus. The legislative team has had a lot of conversations with the governor's office on brackish and all of these issues.

Ms. Hardberger inquired about the intentions behind using Edwards water outside the Edwards. Mr. Burton replied staff was still talking to the legislators on parameters, but
would like the flexibility to use Edwards within the system as it grows, so more of a geographic boundary within the service area. The EAA has been fairly supportive, but other people would have concerns, particularly if the bill got broader.

Chairman Guerra thanked Mr. Burton for the presentation and asked him to keep the Board updated on the session.

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

Mr. Puente commented that the EAA issue was obviously of interest, so staff would bring the briefing to the full Board to have that discussion. He also noted the Mayor’s interest in knowing more about the notice given to the military regarding Utility Service Agreements.

At this point in the meeting, an Executive Session was held. The time was 11:05 a.m.

46. **The Regular Session of the December 4, 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.**

47. **EXECUTIVE SESSION.**


B. Consultation with attorneys regarding legal matters related to Renda/Southland, et. al. vs San Antonio Water System, et. al., Cause No. 2018 CI 18329 in the District Court for the 150th Judicial District of Bexar County, Texas related to the Central Water Integration Pipeline Segment 5-1 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.

48. **The Regular Session of the Regular Board Meeting of December 4, 2018, is hereby reconvened.**

The meeting reconvened at 12:09 p.m. The Chairman stated that no decisions were made in Executive Session.
49. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF DECEMBER 4, 2018, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of December 4, 2018, adjourned at 12:09 p.m.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>This Board Meeting</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Contracts</td>
<td>Estimated Amount</td>
<td>Number of Contracts</td>
</tr>
<tr>
<td>(SMWB)</td>
<td>(SMWB)</td>
<td>(SMWB)</td>
</tr>
<tr>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Contracts</td>
<td>Estimated Amount</td>
<td>Number of Contracts</td>
</tr>
<tr>
<td>(SMWB)</td>
<td>(SMWB)</td>
<td>(SMWB)</td>
</tr>
<tr>
<td>4</td>
<td>2,116,212.61</td>
<td>4</td>
</tr>
<tr>
<td>25.00%</td>
<td>15.34%</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)  

25.00\% 15.34\% 25.00\% 15.34\%

Approved: 
Robert R. Puente  
President/Chief Executive Officer

Reviewed: 
Marisol V. Robles  
SMWB Program Manager

Yonne C. Torres, Director  
Purchasing Division

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>
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<tr>
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<th>This Board Meeting</th>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Number of Contracts</td>
<td>Estimated Amount</td>
<td>Number of Contracts</td>
</tr>
<tr>
<td>(SMWB)</td>
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<tr>
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</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
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</tr>
<tr>
<td>Number of Contracts</td>
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<tr>
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</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)  

25.00\% 15.34\% 25.00\% 15.34\%

Approved: 
Robert R. Puente  
President/Chief Executive Officer

Reviewed: 
Marisol V. Robles  
SMWB Program Manager

Yonne C. Torres, Director  
Purchasing Division
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING BIDS AND AWARDING CONTRACTS FOR THE PROCUREMENT OF CERTAIN SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES; AUTHORIZING EXPENDITURES TO PROCUROLE 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 12\textsuperscript{th} day of February, 2019

Berto Guerra, Jr., Chairman

ATTEST:

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

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>ESTIMATED TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO ITEMS TO REPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Board Date: February 12, 2019
**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. Atlus Traffic Management, LLC</td>
<td>Biennial Contract for Traffic Control Devices Rental Bid No. 18-0214</td>
<td>All</td>
<td>$ 1,346,400.00</td>
<td>This is a new contract. This contract will be utilized for the Rental of Traffic Control Devices for Street and Road Closure and Special Event traffic flow for SAWS on an as needed basis. This contract will be effective Date of Award (February 12, 2019) through December 31, 2020. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved in future years budgets.</td>
</tr>
<tr>
<td>2. CLS Sewer Equipment Co., Inc.</td>
<td>Annual Contract for Sewer Cleaning Nozzles Plus Accessories &amp; Wear Items Bid No. 18-1083</td>
<td>All</td>
<td>$ 302,791.61</td>
<td>This is a new contract. This contract will be utilized by System for the purchase of Sewer Cleaning Nozzles, Accessories and Wear Items on an as needed basis. These products will be purchased by the System Warehouse and SSO cleaning crews to be used when required by System personnel on sewer cleaning equipment during maintenance of the waste water infrastructure. This contract will be effective Date of Award (February 12, 2019) through December 31, 2019. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved in future years budgets.</td>
</tr>
</tbody>
</table>

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Board Date: February 12, 2019
**Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements**

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

<table>
<thead>
<tr>
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<th>DESCRIPTION</th>
<th>NO(s)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Central Electric Ent. &amp; Co. (MBE, SBE)</td>
<td>Annual Contract for Electrical Assistance Bid No. 18-0298</td>
<td>All</td>
<td>$324,625.00</td>
<td>This is a new contract. This contract will be utilized by System to provide Electrical Maintenance &amp; Repair Services to assist staff were additional experienced is required on an as needed basis. This contract will be effective Date of Award (February 12, 2019) through December 31, 2019. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved in future years budgets.</td>
</tr>
<tr>
<td>4. Texas A&amp;M Engineering Extension Service (TEEX)</td>
<td>Annual Contract for Mobile Equipment Training Courses Bid No. 18-6077</td>
<td>All</td>
<td>$142,396.00</td>
<td>This is a new contract. This contract will be utilized by System to provide &quot;on-site&quot; Mobile (Heavy) Equipment Training and related Specialized Training Courses for System employees. The Training Department 2019 Budget for this training is $142,396. The money will be spent based upon prioritized training. Classes will vary each year based upon employee rotation and needs. This contract will be effective Date of Award (February 12, 2019) through December 31, 2019. If determined that extensions are favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.</td>
</tr>
</tbody>
</table>

**DIRECTOR Comments**

SAWS requires training to be conducted on-site first in a classroom, and followed up with "hands on" in the field. SAWS received two bids, however, one bid response indicated using "On-Line" courses instead of classroom training, which did not meet the bid.

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Board Date: February 12, 2019
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>
</table>

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

Board Date: February 12, 2019
**SAN ANTONIO WATER SYSTEM**

**PRoPoSAL**

Biennial Contract for

Traffic Control Devices Rental

**TIME PERIOD**

January 1, 2019 through December 31, 2020

**DATE**

3:00 p.m., November 20, 2018

---

### ITEM NO. DESCRIPTION AND APPROXIMATE QUANTITY

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approximate Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Barricade Mobilization Includes delivery, set-up and pick up</td>
<td>6,000 ea.</td>
</tr>
<tr>
<td>2</td>
<td>600 ea.</td>
<td>1,020,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Additional Dispatch/Delivery Not part of the initial set-up</td>
<td>600 ea.</td>
</tr>
<tr>
<td>4</td>
<td>10 each</td>
<td>30,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Special Event Traffic Control Lane and Street Closures Includes mobilization/demobilization and set-up</td>
<td>600 days</td>
</tr>
<tr>
<td>6</td>
<td>600 days</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Full Street Closure</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Single Lane Closure</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Half Street Closure</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Special Event Traffic Control Lane and Street Closures Includes mobilization/demobilization and set-up</td>
<td>600 days</td>
</tr>
<tr>
<td>11</td>
<td>600 days</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Two Way Traffic Set-Up</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Shoulder Closure</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>14</td>
<td>Sidewalk Closure</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>15</td>
<td>200 days</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>16</td>
<td>Arrow boards</td>
<td>3,000,000.00</td>
</tr>
<tr>
<td>17</td>
<td>40 days</td>
<td>3,000,000.00</td>
</tr>
</tbody>
</table>

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### UNIT PRICE TOTAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>81.00</td>
<td>486,000.00</td>
</tr>
<tr>
<td>2</td>
<td>45.00</td>
<td>45,000.00</td>
</tr>
<tr>
<td>3</td>
<td>95.00</td>
<td>950.00</td>
</tr>
<tr>
<td>4</td>
<td>8.70</td>
<td>2,220.00</td>
</tr>
<tr>
<td>5</td>
<td>33.00</td>
<td>795,000.00</td>
</tr>
<tr>
<td>6</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>7</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>8</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>9</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>10</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>11</td>
<td>8.70</td>
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</tr>
<tr>
<td>12</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>13</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>14</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>15</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>16</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
<tr>
<td>17</td>
<td>8.70</td>
<td>7,590,000.00</td>
</tr>
</tbody>
</table>
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

FOR:
Biennial Contract for
Traffic Control Devices Rental

TIME & DATE:
(December 1, 2019 through December 31, 2020)
3:00 p.m., November 20, 2018

<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>13.</td>
<td>Truck Attenuator</td>
<td>350.00</td>
<td>14,000.00</td>
</tr>
<tr>
<td>14.</td>
<td>Water-Wall Barrier</td>
<td>0.75</td>
<td>25.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR ITEMS 1-14 (1 YEAR)</strong></td>
<td></td>
<td>673,200.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR ITEMS 1-19 (2 YEARS)</strong></td>
<td></td>
<td>1,346,400.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAXIMUM AMOUNT OF TIME NEEDED TO DELIVER</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL ORDERS</td>
</tr>
<tr>
<td>20.</td>
</tr>
<tr>
<td>4 hours</td>
</tr>
<tr>
<td>3 hours</td>
</tr>
<tr>
<td>1.5 hours</td>
</tr>
<tr>
<td>3 hours</td>
</tr>
<tr>
<td>MAXIMUM AMOUNT OF TIME NEEDED TO DELIVER</td>
</tr>
<tr>
<td>EMERGENCY ORDERS</td>
</tr>
<tr>
<td>21.</td>
</tr>
<tr>
<td>2 hours</td>
</tr>
<tr>
<td>2 1/2 hours</td>
</tr>
<tr>
<td>1.5 hours</td>
</tr>
<tr>
<td>2 hours</td>
</tr>
<tr>
<td>EXTENSION 1</td>
</tr>
<tr>
<td>673,200.00</td>
</tr>
<tr>
<td>EXTENSION 2</td>
</tr>
<tr>
<td>673,200.00</td>
</tr>
<tr>
<td>EXTENSION 3</td>
</tr>
<tr>
<td>673,200.00</td>
</tr>
<tr>
<td>EXTENSION 4</td>
</tr>
<tr>
<td>673,200.00</td>
</tr>
<tr>
<td>Terms</td>
</tr>
<tr>
<td>Net</td>
</tr>
<tr>
<td>30 days</td>
</tr>
<tr>
<td>30 days</td>
</tr>
<tr>
<td>30 days</td>
</tr>
<tr>
<td>30 days</td>
</tr>
</tbody>
</table>

*LOW BIDDER

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

Altus Traffic Management, LLC
86 Haby
San Antonio, TX 78212
Flasher Equipment Co.
246 W Josephine St.
San Antonio, TX 78212
Buyers Barricades SA
4941 Emil St.
San Antonio, TX 78219

American Signal
Hwy-Tech
Kimley-Horn
Pathmart

Demandstar
SAWS Website
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**Proposed Annual Contract for**  
Sewer Cleaning Nozzles Plus Accessories and Wear Items

**Date of Award through December 31, 2019**  
3:00 p.m., November 29, 2018

### GROUP I: Sewer Cleaning Nozzles

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Dimensions</th>
<th>Weight</th>
<th>Thrust Jets</th>
<th>Mfg.</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>15 ea. Standard Nozzle, 1” connection, for 6” to 14” diameter pipes, 80 gpm at 2000 psi. dimensions to be 2.37” diameter x 3.28” long, weight to be 1.67 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 8 thrust jets (at 30 degrees)</td>
<td>3.11” diameter x 5.35” long, weight to be 10 lbs.</td>
<td>1.206.00</td>
<td>4.603.50</td>
<td>Enz 40.100A</td>
<td>13.400.00</td>
</tr>
<tr>
<td>2.</td>
<td>10 ea. Chisel-Point Nozzle, 1” connection, for 6” to 16” diameter pipes, 80 gpm at 2000 psi. dimensions to be 2.67” diameter x 7.28” long, weight to be 5.73 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 4 front penetrating jets (at 15 degrees and 1 at 0 degrees) and 6 thrust jets (at 20 degrees)</td>
<td>2.67” diameter x 7.28” long, weight to be 5.73 lbs.</td>
<td>1.206.00</td>
<td>4.603.50</td>
<td>Enz 40.100A</td>
<td>13.400.00</td>
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<tr>
<td>3.</td>
<td>10 ea. KBR Rotating Combination Nozzle, 1” connection, for 4” to 12” diameter pipes, 80 gpm at 2000 psi. dimensions to be 2.4” diameter x 4.4” long, weight to be 3.5 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 4 rotating jets (2 at 90 degrees and 2 at 45 degrees) and 3 thrust jets.</td>
<td>2.4” diameter x 4.4” long, weight to be 3.5 lbs.</td>
<td>949.50</td>
<td>1.055.00</td>
<td>Enz 01.100A</td>
<td>10.550.00</td>
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<tr>
<td>4.</td>
<td>15 ea. Standard Penetrator Nozzle, 1” connection, for 4” to 12” diameter pipes, 80 gpm at 2000 psi. dimensions to be 2.37” diameter x 3.28” long, weight to be 1.67 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 4 front penetrating jets (at 15 degrees) and 8 thrust jets (at 30 degrees).</td>
<td>2.37” diameter x 3.28” long, weight to be 1.67 lbs.</td>
<td>522.00</td>
<td>580.00</td>
<td>Enz 35.100</td>
<td>8.700.00</td>
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<td>5.</td>
<td>2 ea. Enz Model #01.100A or approved equal - RGS Radially Rotating Nozzle, 1” connection, for 8” to 24” diameter pipes, 80 gpm at 2000 psi. dimensions to be 4” diameter x 7.1” long, weight to be 16.3 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 4 rotating jets (at 80 degrees) and 3 optional thrust jets.</td>
<td>8” to 24” diameter pipes, 80 gpm at 2000 psi. dimensions to be 4” diameter x 7.1” long, weight to be 16.3 lbs.</td>
<td>2.277.00</td>
<td>2.530.00</td>
<td>Enz 01.100A</td>
<td>5.060.00</td>
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**Note:** NO BID
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<thead>
<tr>
<th>Make and Model quoting</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>Enz USA, Inc. pin 50</td>
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<td>Enz USA, Inc. pin 600</td>
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<td>Enz USA, Inc. pin 100</td>
<td>4,725.00</td>
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<td>Enz USA, Inc. pin 150RL</td>
<td>7,582.50</td>
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<td>Enz USA, Inc. pin 200R</td>
<td>10,602.00</td>
<td>106,040.00</td>
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<tr>
<td>Enz USA, Inc. pin 400R</td>
<td>20,520.00</td>
<td>205,200.00</td>
</tr>
<tr>
<td>Chain Scraper, 1&quot; connection, for 6&quot; - 18&quot; diameter pipes. Dimensions (inches): 6.1 x 4.9. Weight to be 30 lbs. Winglet ceramic lined replaceable jets (guaranteed for 5 years against wear). 3 rotating jets and 3 thrust jets. Mfg: Enz USA, Inc. pin 50 or approved equal</td>
<td>8.420.00</td>
<td>84,200.00</td>
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<tr>
<td>Chain Scraper, 1&quot; connection, for 6&quot; - 18&quot; diameter pipes. Dimensions (inches): 17.5 x 11.7. Weight to be 103 lbs. Winglet ceramic lined replaceable jets (guaranteed for 5 years against wear). 3 rotating jets and 3 thrust jets. Mfg: Enz USA, Inc. pin 50,150RL or approved equal</td>
<td>11.400.00</td>
<td>114,000.00</td>
</tr>
<tr>
<td>Chain Scraper, 1&quot; connection, for 6&quot; - 18&quot; diameter pipes. Dimensions (inches): 17.5 x 11.7. Weight to be 103 lbs. Winglet ceramic lined replaceable jets (guaranteed for 5 years against wear). 3 rotating jets and 3 thrust jets. Mfg: Enz USA, Inc. pin 150,200R or approved equal</td>
<td>22.800.00</td>
<td>228,000.00</td>
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<td>Chain Scraper, 1&quot; connection, for 6&quot; - 18&quot; diameter pipes. Dimensions (inches): 17.5 x 11.7. Weight to be 103 lbs. Winglet ceramic lined replaceable jets (guaranteed for 5 years against wear). 3 rotating jets and 3 thrust jets. Mfg: Enz USA, Inc. pin 200R or approved equal</td>
<td>21,204.00</td>
<td>212,040.00</td>
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### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**Annual Contract for**
Sewer Cleaning Nozzles Plus Accessories and Wear Items

**(Date of Award through December 31, 2019)**

**3:00 p.m., November 29, 2018**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Flounder, 1&quot; connection, for 12&quot;-24&quot; diameter pipes, 80 gpm at 2000 psi, dimensions to be 2.4&quot; high x 6.3&quot; wide x 11.8&quot; long, weight to be 27.1 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 8 thrust jets, 2 at 150, 2 at 7.5° and 4 at 0°. Mfg: Enz USA, Inc. p/n 70.100 or approved equal</td>
<td>10 ea.</td>
<td>1.440.00</td>
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<td>1.488.00</td>
<td>14.880.00</td>
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<td>1.600.00</td>
<td>16.000.00</td>
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<tr>
<td>13.</td>
<td>Ejector, 1&quot; connection, for 10&quot;-20&quot; diameter pipes, 80 gpm at 2000 psi, dimensions to be 4.35&quot; high x 6.3&quot; wide x 7.6&quot; long, weight to be 20 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 6 thrust jets. Mfg: Enz USA, Inc. p/n 80.100 or approved equal</td>
<td>1 ea.</td>
<td>3.825.00</td>
<td>3.825.00</td>
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<td>4.250.00</td>
<td>4.250.00</td>
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<tr>
<td>14.</td>
<td>Ejector, 1&quot; connection, for 16&quot;-60&quot; diameter pipes, 80 gpm at 2000 psi, dimensions to be 10&quot; high x 12.8&quot; wide x 19.6&quot; long, weight to be 37 lbs. winglet ceramic lined replaceable jets (guaranteed for 5 years against wear), 6 thrust jets. Mfg: Enz USA, Inc. p/n 80.100A or approved equal</td>
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<td>5.395.50</td>
<td>5.395.50</td>
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<td>5.575.35</td>
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<td>5.995.00</td>
<td>5.995.00</td>
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<tr>
<td>15.</td>
<td>Bulldog, 1&quot; connection, for 5&quot;-16&quot; diameter pipes, 80 gpm at 2000 psi, dimensions to be 3.9&quot; diameter X 8.9&quot; long, weight to be 8.6 lbs. winglet ceramic lined replaceable jet (guaranteed for 5 years against wear), 6 thrust jets, 5 rotating jets and 1 forward jet. Included with each nozzle, a 6&quot; Bulldog skid to allow for the option to clean 8&quot;-18&quot; pipe. Mfg: Enz USA, Inc. p/n 400.080 or approved equal</td>
<td>15 ea.</td>
<td>3.060.00</td>
<td>45,900.00</td>
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<td>3.162.00</td>
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<td>3.400.00</td>
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<td><strong>TOTAL GROUP I</strong></td>
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<td>244,467.00</td>
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<tr>
<th>Manufacturer</th>
<th>Price Sheet</th>
<th>Date</th>
<th>Discount</th>
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<tr>
<td>Enz USA, Inc.</td>
<td>2018 Enz Price List</td>
<td>Attached-Jan. 1, 2019</td>
<td>10%</td>
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</table>

**Disclosures:**
- Included in Quote
- Attached-Jan. 1, 2019

**Notes:**
- **NO BID**
### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

#### TABULATION OF BIDS

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>GROUP 2 - ACCESSORIES AND WEAR ITEMS</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 ea. Toolbox made of shock-resistant plastic that can withstand high and low temperatures, locking kit box to hold all 1 inch of Group 1. Items 1-5 above and tools: tools to include a complete set of nut drivers, tip cleaning kit, and Loctite for nozzle/tool maintenance; foam cutouts for nozzles and tools to be included. Mfg: Enz USA. Inc., p/n 09.004 or approved equal (SAWS Item No. 34732)</td>
<td>Make/Model</td>
<td>292.50</td>
<td>4,095.00</td>
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<tr>
<td>5 yards Pin bolt Chain – Sold by the Yard. For use with Enz Wire Rope and Chain Scraper Model 10.150R Mfg: Enz USA. Inc., p/n 0010.150G or approved equal (SAWS Item No. 34733)</td>
<td>Make/Model</td>
<td>81.00</td>
<td>418.50</td>
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<tr>
<td>100' Pin bolt Chain – Sold by the Yard. For use with Enz Wire Rope and Chain Scraper Model 10.200R and 10.400R Mfg: Enz USA. Inc., p/n 12G or approved equal (SAWS Item No. 34734)</td>
<td>Make/Model</td>
<td>90.90</td>
<td>181.80</td>
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<tr>
<td>5 sets 1 Set Pin bolt Chain – Sold by the set. 6&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R. Mfg: Enz USA. Inc., p/n 0010.150150G or approved equal (SAWS Item No. 34735)</td>
<td>Make/Model</td>
<td>157.50</td>
<td>787.50</td>
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<tr>
<td>5 sets 1 Set Pin bolt Chain – Sold by the set. 8&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R. Mfg: Enz USA. Inc., p/n 0010.150200G or approved equal (SAWS Item No. 34736)</td>
<td>Make/Model</td>
<td>162.00</td>
<td>810.00</td>
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<tr>
<td>5 sets 1 Set Pin bolt Chain – Sold by the set. 10&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R. Mfg: Enz USA. Inc., p/n 0010.150250G or approved equal (SAWS Item No. 34737)</td>
<td>Make/Model</td>
<td>166.50</td>
<td>832.50</td>
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<tr>
<td>5 sets 1 Set Pin bolt Chain – Sold by the set. 12&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R. Mfg: Enz USA. Inc., p/n 0010.150300G or approved equal (SAWS Item No. 34738)</td>
<td>Make/Model</td>
<td>171.75</td>
<td>855.00</td>
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</table>

**SUPPLY PRICES**

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<tr>
<th>Make/Model</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>Enz 09.004</td>
<td>325.00</td>
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<tr>
<td>Enz 0010.150G</td>
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<tr>
<td>Enz 0010.150150G</td>
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<td>Enz 0010.150200G</td>
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<tr>
<td>Enz 0010.150250G</td>
<td>925.00</td>
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**ATTACHMENTS**

- [SAWS Item No. 34732]
- [SAWS Item No. 34733]
- [SAWS Item No. 34734]
- [SAWS Item No. 34735]
- [SAWS Item No. 34736]
- [SAWS Item No. 34737]
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

**Date of Award through December 31, 2019**

**Time and Date:** 3:00 p.m., November 29, 2018

**Description and Approximate Quantity**

### 1. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 10.200R. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 254.70
  - 2 sets: 272.60

### 2. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 10.200R. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 273.60
  - 5 sets: 1,368.00

### 3. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 10.200R. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 297.00

### 4. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 10.400R. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 297.00

### 5. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.200G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 263.19

### 6. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.250G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 282.72

### 7. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.300G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 306.90

### 8. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.350G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 32.00

### 9. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.400G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 330.00

### 10. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.402G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 330.00

### 11. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.450G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 330.00

### 12. **Set Pin Bolt Chain**
- **Sold with Enz Wire Rope and Chain Scraper Model 12.500G. Mfg: Enz USA, Inc.**
- **Price:**
  - 1 set: 330.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>1 set Pin bolt Chain - Sold by the set. 24&quot; for use with Enz Wire Rope and Chain Scraper Model 10.400R, Mfg: Enz USA, Inc. p/n 12.600G or approved equal (SAWS Item No. 34746)</td>
<td>UNIT</td>
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<td>Make and Model quoting</td>
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<td>329.40</td>
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<tr>
<td>16</td>
<td>1 set Pin bolt Chain - Sold by the set. 28&quot; for use with Enz Wire Rope and Chain Scraper Model 10.400R, Mfg: Enz USA, Inc. p/n 12.700G or approved equal (SAWS Item No. 34747)</td>
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<td>Make and Model quoting</td>
<td>TOTAL Make/Model</td>
<td>351.90</td>
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<tr>
<td>17</td>
<td>1 set Pin bolt Chain - Sold by the set. 32&quot; for use with Enz Wire Rope and Chain Scraper Model 10.400R, Mfg: Enz USA, Inc. p/n 12.800G or approved equal (SAWS Item No. 34748)</td>
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<td>Make and Model quoting</td>
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<td>375.30</td>
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<td>18</td>
<td>1 set chain with bracket - Sold by the set. For use with Enz Wire Rope and Chain Scraper Model 10.150R, Mfg: Enz USA, Inc. p/n 0010.150R or approved equal (SAWS Item No. 34749)</td>
<td>UNIT</td>
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<td>Make and Model quoting</td>
<td>TOTAL Make/Model</td>
<td>99.00</td>
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<tr>
<td>19</td>
<td>1 set chain with bracket - Sold by the set. For use with Enz Wire Rope and Chain Scraper Model 10.200R or 10.400R, Mfg: Enz USA, Inc. p/n 0010.200R or approved equal (SAWS Item No. 34750)</td>
<td>UNIT</td>
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<td>Make and Model quoting</td>
<td>TOTAL Make/Model</td>
<td>120.60</td>
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<td>20</td>
<td>2 ea. Diamond Crown, 6&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R, Mfg: Enz USA, Inc. p/n 0010.150R or approved equal (SAWS Item No. 34751)</td>
<td>UNIT</td>
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<tr>
<td>21</td>
<td>5 ea. Diamond Crown, 8&quot; for use with Enz Wire Rope and Chain Scraper Model 10.150R or 10.200R, Mfg: Enz USA, Inc. p/n 0010.200R or approved equal (SAWS Item No. 34752)</td>
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<td>22</td>
<td>5 ea. Diamond Crown, 10&quot; for use with Enz Wire Rope and Chain Scraper Model 10.200R, Mfg: Enz USA, Inc. p/n 0010.250D or approved equal (SAWS Item No. 34753)</td>
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<td>2,182.50</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 Cleaning Nozzles Plus Accessories and Wear Items**

(Date of Award through December 31, 2019)

**3:00 p.m., November 29, 2018**

<table>
<thead>
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<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>24.</td>
<td>1 ea. Center Head, 8&quot;-16&quot; for use with Enz Wire Rope and Chain Scraper Model 10.200R, Mfg: Enz USA, Inc. p/n 0010.2004R or approved equal (SAWS Item No. 34755) Make and Model quoting</td>
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<td>25.</td>
<td>1 ea. Center Head, 16&quot;-32&quot; for use with Enz Wire Rope and Chain Scraper Model 10.400R, Mfg: Enz USA, Inc. p/n 0010.4004R or approved equal (SAWS Item No. 34756) Make and Model quoting</td>
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<td>26.</td>
<td>10 ea. JetMax ceramic round jet, Size 0mm and 0.5mm-3.0mm in increments of 0.1mm, Mfg: Enz USA, Inc. p/n 22.06 or approved equal (SAWS Item No. 34757) Make and Model quoting</td>
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<td>2,511.00</td>
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<td>270.00</td>
<td>2,700.00</td>
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<tr>
<td>27.</td>
<td>10 ea. JetMax ceramic round jet, Size 0mm and 0.5mm-3.0mm in increments of 0.1mm, and 3.2mm, 3.4mm, Mfg: Enz USA, Inc. p/n 22.08 or approved equal (SAWS Item No. 34758) Make and Model quoting</td>
<td>261.00</td>
<td>2,610.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>269.70</td>
<td>2,697.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>290.00</td>
<td>2,900.00</td>
</tr>
<tr>
<td>28.</td>
<td>5 ea. JetMax ceramic round jet, Size 0mm and 0.5mm-3.0mm in increments of 0.1mm, and 3.2mm, 3.4mm, 3.6mm, 3.8mm, 4.0mm, Mfg: Enz USA, Inc. p/n 22.10 or approved equal (SAWS Item No. 34759) Make and Model quoting</td>
<td>29.00</td>
<td>145.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30.69</td>
<td>153.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>33.00</td>
<td>165.00</td>
</tr>
<tr>
<td>29.</td>
<td>3 ea. JetMax ceramic round jet, Size 0mm and 0.5mm-3.0mm in increments of 0.1mm, and 3.2mm, 3.4mm, 3.6mm, 3.8mm, 4.0mm, Mfg: Enz USA, Inc. p/n 22.025 or approved equal (SAWS Item No. 34760) Make and Model quoting</td>
<td>29.70</td>
<td>89.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30.69</td>
<td>92.07</td>
</tr>
<tr>
<td></td>
<td></td>
<td>33.00</td>
<td>99.00</td>
</tr>
<tr>
<td>30.</td>
<td>3 ea. Pallet ceramic flat jet, Size 0mm and 1.0mm (= 1.1mm round jet) and 1.5mm (= 1.6 round jet), Mfg: Enz USA, Inc. p/n 22.08F or approved equal (SAWS Item No. 34761) Make and Model quoting</td>
<td>19.87</td>
<td>59.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td>26.97</td>
<td>80.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35.00</td>
<td>105.00</td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

**Annual Contract for Sewer Cleaning Nozzles Plus Accessories and Wear Items**

(Date of Award through December 31, 2019)

3:00 p.m., November 29, 2018

<table>
<thead>
<tr>
<th>ITEMNO.</th>
<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.</td>
<td>18 ea. FlatJet ceramic flat jet, Size 0.0mm and 1.0mm (=1.1mm round jet), 1.5mm (=1.6 round jet), 1.9mm (=2.1 round jet), 2.2mm (=2.4mm round jet), 2.5mm (=2.7mm round jet), and 2.8mm (=3.0mm round jet) Mfg: Enz USA, Inc. pn 22.10F or approved equal (SAWS Item No. 34762) Make and Model quoting</td>
<td>34.20</td>
<td>102.60</td>
<td>35.34</td>
<td>106.02</td>
</tr>
<tr>
<td>32.</td>
<td>2 ea. Socket Wrench, 3.5mm for replacing M4 jet inserts. Mfg: Enz USA, Inc. pn 09.0935U or approved equal (SAWS Item No. 34763) Make and Model quoting</td>
<td>17.10</td>
<td>34.20</td>
<td>17.67</td>
<td>35.34</td>
</tr>
<tr>
<td>33.</td>
<td>2 ea. Socket Wrench, 5.0mm for replacing M6 jet inserts. Mfg: Enz USA, Inc. pn 09.095U or approved equal (SAWS Item No. 34764) Make and Model quoting</td>
<td>17.10</td>
<td>34.20</td>
<td>17.67</td>
<td>35.34</td>
</tr>
<tr>
<td>34.</td>
<td>2 ea. Socket Wrench, 7.0mm for replacing M8 jet inserts. Mfg: Enz USA, Inc. pn 09.097U or approved equal (SAWS Item No. 34765) Make and Model quoting</td>
<td>18.00</td>
<td>36.00</td>
<td>23.25</td>
<td>46.50</td>
</tr>
<tr>
<td>35.</td>
<td>20 ea. Tip Cleaning Kit. for cleaning debris from jets. Mfg: Enz USA, Inc. pn 09.500TC or approved equal (SAWS Item No. 34766) Make and Model quoting</td>
<td>40.50</td>
<td>810.00</td>
<td>41.85</td>
<td>837.00</td>
</tr>
</tbody>
</table>

**TOTAL GROUP 2**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Price Sheet</th>
<th>Date</th>
<th>Discount</th>
<th>TOTAL AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enz USA</td>
<td>2018 Enz Price List Included in Bid</td>
<td>Jan. 1, 2019 to Dec. 31, 2019</td>
<td>10% Discount</td>
<td>302,791.61</td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78298-2449

### TABULATION OF BIDS

**PROPOSAL:**
Annual Contract for
Sewer Cleaning Nozzles Plus Accessories and Wear Items

**DATE:**
3:00 p.m., November 29, 2018

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

- Aries Industries
- Balar Equipment Corp.
- CLS Sewer Equipment Co., Inc.
- Cobra Technologies
- Enz USA, Inc.
- Hose Power
- Hydraquip
- Kinloch Equipment & Supply
- Pipe Hunter
- Professional Sewer Tools
- Southland Tools
- SunSource
- Texas Municipal Equip.
- Texas Underground
- Trident Supply
- Demandstar Website
- SAWS Website

### EXTENSION 1
- **Net:** 302,791.61
- **Terms:** 30 days
- **Delivery Days:**

### EXTENSION 2
- **Net:** 302,791.61
- **Terms:** 30 days
- **Delivery Days:**

### EXTENSION 3
- **Net:** 302,791.61
- **Terms:** 30 days
- **Delivery Days:**

### EXTENSION 4
- **Net:** 302,791.61
- **Terms:** 30 days
- **Delivery Days:**

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

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ELECTRICAL SVCS. (DURING SAW'S NORMAL DUTY HOURS)</td>
<td>3,000 hours</td>
<td>Journeyman Electrical Assistance</td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3,000 hours</td>
<td>Apprentice Electrical Assistance</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>225 hours</td>
<td>Master Electrician Assistance</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>200 hours</td>
<td></td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50 hours</td>
<td></td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em><strong>TOTAL ITEM 1</strong></em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>ELECTRICAL SVCS. (OUTSIDE SAW'S NORMAL DUTY HOURS)</td>
<td>400 hours</td>
<td>Journeyman Electrical Assistance</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>400 hours</td>
<td>Apprentice Electrical Assistance</td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100 hours</td>
<td>Master Electrician Electrical Assistance</td>
<td>112.50</td>
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<tr>
<td></td>
<td></td>
<td><em><strong>TOTAL ITEM 2</strong></em></td>
<td></td>
<td>59,250.00</td>
</tr>
<tr>
<td></td>
<td><em><strong>TOTAL ITEM 1 &amp; 2</strong></em></td>
<td><em><strong>TOTAL</strong></em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em><strong>EXTENSION 1</strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em><strong>EXTENSION 2</strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em><strong>EXTENSION 3</strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em><strong>EXTENSION 4</strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Terms</td>
<td>2%</td>
<td>Net</td>
<td>Net</td>
</tr>
<tr>
<td></td>
<td>Delivery Days</td>
<td>10 days</td>
<td>30 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

*LOW BIDDER*

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

- Alerterman
- BCS Switchgear
- Carlton Bates
- Central Electrical
- Consolidated Electrical Dist.
- Crawford Electric Supply
- CRI Electric
- Elliot Electric
- Graybar
- MAPA Distributors
- Meister Supply
<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>1</td>
<td>Backhoe Operator</td>
<td>UNIT</td>
<td>1,425.00</td>
<td>49,875.00</td>
</tr>
<tr>
<td>2</td>
<td>Backhoe Operator Refresher</td>
<td>UNIT</td>
<td>1,425.00</td>
<td>17,100.00</td>
</tr>
<tr>
<td>3</td>
<td>Articulating Front End Loader</td>
<td>UNIT</td>
<td>1,150.00</td>
<td>41,400.00</td>
</tr>
<tr>
<td>4</td>
<td>Skid Steer Operator</td>
<td>UNIT</td>
<td>960.00</td>
<td>48,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Track Excavator Operator</td>
<td>UNIT</td>
<td>1,425.00</td>
<td>8,550.00</td>
</tr>
<tr>
<td>6</td>
<td>Mini-Excavator Operator</td>
<td>UNIT</td>
<td>1,425.00</td>
<td>25,850.00</td>
</tr>
<tr>
<td>7</td>
<td>Bulldozer Operator</td>
<td>UNIT</td>
<td>1,425.00</td>
<td>9,975.00</td>
</tr>
<tr>
<td>8</td>
<td>Aerial Lift Operator - Scissor/Genie</td>
<td>UNIT</td>
<td>850.00</td>
<td>27,200.00</td>
</tr>
<tr>
<td>9</td>
<td>Aerial Lift Operator - Bucket Truck</td>
<td>UNIT</td>
<td>850.00</td>
<td>23,800.00</td>
</tr>
<tr>
<td>10</td>
<td>Mobile Crane Operator 20 Ton Crane</td>
<td>UNIT</td>
<td>6,400.00</td>
<td>128,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Mobile Crane Operator 50 Ton Crane</td>
<td>UNIT</td>
<td>6,400.00</td>
<td>38,400.00</td>
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<tr>
<td>12</td>
<td>Qualified Rigger &amp; Signal Person</td>
<td>UNIT</td>
<td>750.00</td>
<td>12,750.00</td>
</tr>
<tr>
<td>13</td>
<td>Qualified Rigger &amp; Signal Person Refresher</td>
<td>UNIT</td>
<td>475.00</td>
<td>1,900.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>UNIT</strong></td>
<td><strong>432,600.00</strong></td>
<td><strong>SAWS 2019 BUDGETED AMOUNT PER BID - AWARD AMOUNT</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>142,396.00</td>
<td></td>
</tr>
</tbody>
</table>

**Terms**

Net

30 days

Quantities provided utilized for evaluation purposes. SAWS budgeted amount for 2019 estimated to be $142,396 with subsequent years totals to be determined by subsequent budgets.

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

TABULATION OF BIDS

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

Alamo Edu
APST Solutions
Code Red Safety
Equipment Depot
Inves Training
Mobile Equipment Training
NACB Inc.

NAHETS National Headquarters
Sunbelt Rentals Safety Training
Texas A&M Engineering
Total Equipment Training
University of TX Arlington
Vista Training, Inc.

Demandstar
SAWS Website

Texas A&M Engineering Extension Service (TEEX)
200 Technology Way
College Station, TX 77845

Vista Training, Inc.
721 Cornerstone Crossing
Waukesha, WI 53185

University of TX at Arlington
TO: San Antonio Water System Board of Trustees

FROM: Tracey B. Lehmann, P.E., Director, Development, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE GROSENBACHER ROAD 16-INCH ON-SITE WATER MAIN PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to R.L. Jones, LP, a local, SBE contractor, in an amount not to exceed $347,281.50 on a Developer Customer construction contract, and authorizes the expenditure of funds in the amount of $160,027.32 for associated construction fees to R.L. Jones, LP, and reimbursements of $16,002.73 for associated design fees to Continental Homes of Texas, L.P., in connection with the Grosenbacher Road 16-Inch On-Site Water Main Project.

- On March 6, 2018, by Resolution No. 18-071, the San Antonio Water System’s Board of Trustees approved a Utility Service Agreement (USA) to provide water and/or wastewater services to a tract of land known as the Charles Davis Subdivision Tract, a 84.25-acre tract, being developed by Continental Homes of Texas, L.P., (the “Developer”), and the oversizing of approximately 3,121 feet of on-site 8-inch water main to 16-inch water main from the existing 16-inch water main along Grosenbacher Road, in order to conform with the Water Infrastructure Master Plan.

- The Developer is required to construct an 8-inch water main. San Antonio Water System’s (the “System”) staff recommends oversizing approximately 3,121 feet of 8-inch water main to a 16-inch water main. The Developer is responsible for 53.92 percent of the oversizing of the 8-inch water main to a 16-inch water main for an estimated $187,254.18 of the project costs. The System is responsible for 46.08 percent of the oversizing of the 8-inch water main to a 16-inch water main for an estimated amount of $160,027.32.

- The System solicited bids for the construction of the oversize water main. Upon Board authorization of the construction contract, the Developer will enter into a contract with both the contractor and the System.

- This project consists of the oversize construction of approximately 3,121 feet of 16-inch water main. The Grosenbacher Road 16-Inch On-Site Water Main Project is inside the City of San Antonio limits and is located within the System’s water and wastewater CCN.
R.L. Jones, LP has submitted the lowest responsible bid of $347,281.50 for the construction of the project.

The System will pay monthly to R.L. Jones, LP, for the construction costs for the oversize project. The Developer will pay the System prior to beginning construction for the Developer’s proportionate share of the construction cost for the oversize project.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Mains New Category, and Water Main Oversizing budget line item under job number 18-1221. The applicable water main oversize payment will be made to R.L. Jones, LP in accordance with the Utility Service Regulations. The applicable design fees payment will be made to the Developer. The System will pay $160,027.32 for construction costs and $16,002.73 for associated design fees for a total cost of $176,030.05. The Developer will pay $187,254.18 of the construction costs and the remainder of the design fees.

Upon completion of construction, the cost of the project will be recorded as a Developer contribution along with an allowance for reimbursement.

SUPPLEMENTARY COMMENTS:

Bids for this project were opened on January 25, 2019 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>R.L. Jones, LP*</td>
<td>$347,281.50</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>DNT Construction, LLC</td>
<td>$422,967.10</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Wauters Engineering, LLC</td>
<td>$475,341.68</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Qro Mex Construction Company, Inc.</td>
<td>$543,702.40</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>RCO Construction, L.L.C.</td>
<td>$562,432.60</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$585,821.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$585,821.73</td>
<td></td>
</tr>
<tr>
<td>E-Z Bel Construction, LLC</td>
<td>$592,921.30</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$609,286.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Wade &amp; Sons Inc. dba Consolidated Service Company</td>
<td>$659,721.07</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder
The bid amount represents a 40.72 percent decrease from the engineer’s estimated construction cost. The contract provides for the completion of this project within 60 calendar days.

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

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

Tracey B. Lehmann, P.E.
Director
Development

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

Robert R. Puente
President/Chief Executive Officer

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

LEGEND
- PROJECT LIMITS
- Charles Davis SubdivisionTract
- Grosenbacher 16-inch Approach and Border Main

GROSENBACHER ROAD 16-INCH
ON-SITE WATER MAIN
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO R.L. JONES, LP IN AN AMOUNT NOT TO EXCEED $347,281.50 IN CONNECTION WITH THE GROSENBACHER ROAD 16-INCH ON-SITE WATER MAIN PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $160,027.32 FOR THE SYSTEM'S PROPORTIONATE SHARE OF THE PROJECT WORK; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $16,002.73 FOR THE SYSTEM'S PROPORTIONATE SHARE OF THE ENGINEERING DESIGN FEES; AUTHORIZING A TOTAL AMOUNT NOT TO EXCEED $176,030.05 FROM THE PROJECT FUND FOR THE SYSTEM'S PROPORTIONATE SHARE OF THE PROJECT WORK AND ENGINEERING FEES RELATED TO THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH CONTINENTAL HOMES OF TEXAS, L.P. AND R.L. JONES, LP, AND PROVIDE PAYMENT IN AN AMOUNT NOT TO EXCEED $160,027.32 TO R.L. JONES, LP AND REIMBURSEMENTS OF $16,002.73 TO CONTINENTAL HOMES OF TEXAS, L.P. FOR THE SYSTEM'S PROPORTIONATE SHARE OF THE COST TO OVERSIZE THE PROPOSED WATER MAIN; 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 Resolution No. 18-071, approved on March 6, 2018, the San Antonio Water System Board of Trustees approved a Utility Service Agreement (USA) to provide water and/or wastewater services to a tract of land known as Charles Davis Subdivision Tract, a 84.25-acre tract, being developed by Continental Homes of Texas, LP and the oversize of approximately 3,121 feet of 16-inch water main in order to conform with the Water Infrastructure Master Plan; and

WHEREAS, the Developer is required to construct an 8-inch water main; and

WHEREAS, the San Antonio Water System (the “System”) has elected to oversize approximately 3,121 feet of the 8-inch water main to a 16-inch water main; and

WHEREAS, the System has solicited bids for the Grosenbacher Road 16-Inch On-
WHEREAS, the project work includes the oversize construction of approximately 3,121 feet of 8-inch water main to 16-inch water main; and

WHEREAS, R.L. Jones, LP, a local, SBE contractor, submitted the bid of $347,281.50 for construction of the project, and this bid is determined to be the lowest responsible bid; and

WHEREAS, Continental Homes of Texas, L.P. is responsible for funding their proportionate share of the construction of the project; and

WHEREAS, Continental Homes of Texas, L.P. is responsible for 53.92 percent of the project costs for approximately 3,121 feet of 8-inch water main oversized to a 16-inch water main; the System is responsible for 46.08 percent of the project costs for approximately 3,121 feet of 8-inch water main oversized to a 16-inch water main; and

WHEREAS, the System will pay to R.L. Jones, LP, monthly, for the System’s proportionate share of the cost to oversize the water main in accordance with the Board Regulations; and

WHEREAS, the amount of $160,027.32 is available in the Project Fund for the System’s proportionate share of the project work costs and engineering fees related to oversizing the water main extension; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to R.L. Jones, LP in an amount not to exceed $347,281.50 in connection with the Grosenbacher Road 16-Inch On-Site Water Main Project, (ii) to authorize the expenditure of funds in the amount of $160,027.32 for the project work, (iii) to authorize the expenditure of funds in the amount of $16,002.73 for design fees, (iv) to make available a total amount not to exceed $176,030.05 from the Project Fund for the System’s proportionate share of the project work and engineering fees related to oversizing the proposed off-site water main, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Continental Homes of Texas, L.P. and R.L. Jones, LP for the project work, and to provide payment in an amount not to exceed $160,027.32 to R.L. Jones, LP and reimbursements in an amount not to exceed $16,002.73 to Continental Homes of Texas, L.P. for the System’s cost to oversize the proposed off-site water main; now, therefore:

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

1. That a construction contract in an amount not to exceed $347,281.50 is hereby awarded to R.L. Jones, LP, who is determined to be the lowest responsible bidder, in connection with the Grosenbacher Road 16-Inch On-Site Water Main Project.

2. That the expenditure of funds in the amount of $160,027.32 for the System’s proportionate
share of the project work is hereby approved.

3. That the expenditure of funds in the amount of $16,002.73 for the System’s proportionate share of engineering design fees associated with the project work is hereby authorized and approved.

4. That a total amount not to exceed $176,030.05 consisting of the System’s proportionate share of the project work costs and engineering fees related to the 16-inch oversized (8-inch required) water main is hereby made available and is to be expended from the Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee, is hereby authorized to execute a contract with Continental Homes of Texas, L.P. and R.L. Jones, LP, and to provide payment in an amount not to exceed $160,027.32 for the cost to oversize and construct the water main to R.L. Jones, LP and reimbursements in an amount not to exceed $16,002.73 to Continental Homes of Texas, L.P. in accordance with the Utility Service Regulations in connection with the Grosenbacher Road 16-Inch On-Site Water Main Project.

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

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

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED on this 12th day of February, 2019.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Amy Hardberger, Secretary
TO:      San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2018 MANHOLE TO MANHOLE RELAY PACKAGE 2 PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE–Hispanic firm, in an amount not to exceed $543,779.00 in connection with the 2018 Manhole to Manhole Relay Package 2 Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work that is required by the Consent Decree for the 2018 Manhole to Manhole Relay Package 2 Project between the San Antonio Water System, the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

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

- This contract will be for the replacement of approximately 1,200 feet of 8-inch sanitary sewer mains by open cut method, and 285 feet of 10-inch sanitary sewer mains by pipe bursting method. Additionally, the manholes will be rehabilitated or replaced.

- Facilities Rehabilitation, Inc. has submitted the lowest responsible bid of $543,779.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $543,779.00 for wastewater related construction work under job number 18-4526.
SUPPLEMENTARY COMMENTS:

Pape-Dawson Engineers, LLC prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $649,982.48.

A bid opening was held on January 17, 2019, at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$543,779.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$609,916.00</td>
<td>Non-local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$626,931.00</td>
<td>Local/ MBE–Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$649,952.98</td>
<td></td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$801,392.80</td>
<td>Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 16.34 percent decrease from the engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>2018 Manhole to Manhole Relay Package 2 Project</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>
Award of Construction Contract
2018 Manhole to Manhole Relay Package 2

Gail Hamrick-Pigg, P.E.
Director
 Pipelines

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 FACILITIES REHABILITATION, INC. IN AN AMOUNT NOT TO EXCEED $543,779.00 IN CONNECTION WITH THE 2018 MANHOLE TO MANHOLE RELAY PACKAGE 2 PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $543,779.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $543,779.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this contract will be used to replace sewer mains in need of repair based on condition assessment; and

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

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE–Hispanic firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $543,779.00 for the project work; and

WHEREAS, System funds in the amount of $543,779.00 are required for the project work; and

WHEREAS, the total amount of $543,779.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $543,779.00 in connection with the 2018 Manhole to Manhole Relay Package 2 Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $543,779.00 from the Project Fund, 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 $543,779.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That a construction contract in an amount not to exceed $543,779.00 is hereby awarded to
Facilities Rehabilitation, Inc., who is determined to be the lowest responsible bidder, in connection
with the 2018 Manhole to Manhole Relay Package 2 Project.

2. That the expenditure of funds in an amount not to exceed $543,779.00 for the project work
is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby
authorized to execute a construction contract with Facilities Rehabilitation, Inc., and to pay
Facilities Rehabilitation, Inc. an amount not to exceed $543,779.00 in connection with the 2018
Manhole to Manhole Relay Package 2 Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE LOUIS PASTEUR 12-INCH WATER MAIN REPLACEMENT PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to E-Z Bel Construction, LLC, a local, MBE-Hispanic contractor, in an amount not to exceed $1,750,168.00 in connection with the Louis Pasteur 12-inch Water Main Replacement Project.

• The contract will authorize replacement of existing water mains in connection with the Louis Pasteur 12-inch Water Main Replacement Project.

• This contract will be used to replace water mains segment based on age, and/or condition. San Antonio Water System (the “System”) crews responded to over 20 main breaks in the last five years indicating that the mains had reached their useful life and would only require constant maintenance and repairs if they were not replaced.

• The scope of work includes water main replacement of approximately 2,875 feet of existing 12-inch water mains.

• E-Z Bel Construction, LLC submitted the lowest responsible bid of $1,750,168.00

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Water Delivery Core Business and Main Replacement – Water Category. The amount is $1,750,168.00 for water related work. The job number is 16-4015.

SUPPLEMENTARY COMMENTS:

Unintech Consulting Engineers, Inc. prepared the plans and specifications for the project. The engineer’s estimated construction cost was $1,773,000.00.
A bid opening was held on January 9, 2019. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Z Bel Construction, LLC*</td>
<td>$1,750,168.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>$1,773,000.00</td>
<td></td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,018,179.50</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 1.3 percent decrease from the engineer's estimated construction cost.

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

<table>
<thead>
<tr>
<th>Louis Pasteur 12-inch Water Main Replacement Project</th>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Z Bel Construction, LLC</td>
<td>SBE: 16.57%</td>
</tr>
<tr>
<td></td>
<td>MBE – African American: 0.00%</td>
</tr>
<tr>
<td></td>
<td>MBE – Asian: 0.00%</td>
</tr>
<tr>
<td></td>
<td>MBE – Hispanic: 79.49%</td>
</tr>
<tr>
<td></td>
<td>MBE – Other: 0.00%</td>
</tr>
<tr>
<td></td>
<td>WBE – Minority: 2.46%</td>
</tr>
<tr>
<td></td>
<td>WBE – Non-Minority: 0.00%</td>
</tr>
<tr>
<td></td>
<td>SMWVB Total: 98.52%</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 Construction Contract
Louis Pasteur 12-inch Water Main Replacement Project

APPROVED:

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

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

LOUIS PASTEUR
12" WATER MAIN REPLACEMENT

LEGEND

PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO E-Z BEL CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $1,750,168.00 IN CONNECTION WITH THE LOUIS PASTEUR 12-INCH WATER MAIN REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,750,168.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH E-Z BEL CONSTRUCTION, LLC, AND TO PAY E-Z BEL CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $1,750,168.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this contract will be used to replace water mains based on condition assessment and frequency of main breaks; and

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

WHEREAS, E-Z Bel Construction, LLC, a local, MBE-Hispanic firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $1,750,168.00 for the project work; and

WHEREAS, the total amount of $1,750,168.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to E-Z Bel Construction, LLC in an amount not to exceed $1,750,168.00 in connection with the Louis Pasteur 12-inch Water Main Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,750,168.00 from the Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with E-Z Bel Construction, LLC, and to pay E-Z Bel Construction, LLC an amount not to exceed $1,750,168.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $1,750,168.00 is hereby awarded to E-Z Bel Construction, LLC, who is determined to be the lowest responsible bidder, in connection with the Louis Pasteur 12-inch Water Main Replacement Project.

2. That the expenditure of funds in an amount not to exceed $1,750,168.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with E-Z Bel Construction, LLC, and to pay E-Z Bel Construction, LLC an amount not to exceed $1,750,168.00 in connection with the Louis Pasteur 12-inch Water Main Replacement Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO:      San Antonio Water System Board of Trustees
FROM:   Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE C-30 SOUTH GENERAL MCMULLEN DRIVE SEWER CAPACITY REPLACEMENT PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to D Guerra Construction, LLC, a local, MBE-Hispanic firm, in an amount not to exceed $1,397,878.54 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work required by the Consent Decree between the San Antonio Water System (the “System”), the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.
- This contract will be used to replace sewer mains in need of upsizing based on capacity assessment.
- This contract will replace and upsize approximately 2,210 feet of 12-inch sewer mains with 12-inch through 18-inch gravity sewer main and related infrastructure.
- D Guerra Construction, LLC has submitted the lowest responsible bid of $1,397,878.54.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 and CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $1,397,878.54 for wastewater related construction work under job number 18-4504.

SUPPLEMENTARY COMMENTS:

Halff Associates, Inc. prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $1,089,505.00.
A bid opening was held on January 15, 2019, at 2:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,089,505.00</td>
<td></td>
</tr>
<tr>
<td>D Guerra Construction, LLC*</td>
<td>$1,397,878.54</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, LP</td>
<td>$1,444,598.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,737,745.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,976,248.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>E-Z Bel Construction, LLC</td>
<td>$2,327,905.80</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>QroMex Construction, Inc.</td>
<td>$2,436,874.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>BRH Garver Construction, LP</td>
<td>$2,586,655.20</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 28.30 percent increase from the engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>C-30 South General McMullen Drive Sewer Capacity Replacement Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>D Guerra Construction, LLC</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>
Award of Construction Contract
C-30 South General McMullen Drive Sewer Capacity Replacement Project

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

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

LEGEND
☆ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE

C-30 SOUTH GENERAL MCMULLEN DRIVE
SEWER CAPACITY REPLACEMENT PROJECT
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

C-30 SOUTH GENERAL MCMULLEN DRIVE
SEWER CAPACITY REPLACEMENT PROJECT

LEGEND
PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES AWARDING A CONSTRUCTION CONTRACT
TO D GUERRA CONSTRUCTION, LLC IN AN AMOUNT
NOT TO EXCEED $1,397,878.54 IN CONNECTION WITH
THE C-30 SOUTH GENERAL MCMULLEN DRIVE SEWER
CAPACITY REPLACEMENT PROJECT; APPROVING THE
EXPENDITURE OF FUNDS AND MAKING AVAILABLE
AN AMOUNT NOT TO EXCEED $1,397,878.54 FROM THE
PROJECT FUND FOR THE PROJECT WORK;
AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE
OFFICER OR HIS DULY APPOINTED DESIGNEE TO
EXECUTE A CONSTRUCTION CONTRACT WITH D
GUERRA CONSTRUCTION, LLC, AND TO PAY D
GUERRA CONSTRUCTION, LLC AN AMOUNT NOT TO
EXCEED $1,397,878.54 FOR THE PROJECT WORK;
FINDING THE RESOLUTION TO HAVE BEEN
CONSIDERED PURSUANT TO THE LAWS GOVERNING
OPEN MEETINGS; PROVIDING A SEVERABILITY
CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to replace sewer mains in need of upsizing
based on capacity assessment; and

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

WHEREAS, D Guerra Construction, LLC, a local, MBE-Hispanic firm, was
declared the lowest responsible bidder and has submitted the low responsible bid of $1,397,878.54
for the project work; and

WHEREAS, System funds in the amount of $1,397,878.54 are required for the
project work; and

WHEREAS, the total amount of $1,397,878.54 is available from the Project Fund
for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award
a construction contract to D Guerra Construction, LLC in an amount not to exceed $1,397,878.54
in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project,
(ii) to approve the expenditure of funds and make available an amount not to exceed $1,397,878.54
from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly
appointed designee to execute a construction contract with D Guerra Construction, LLC, and to
pay D Guerra Construction, LLC an amount not to exceed $1,397,878.54 for the project work;
now, therefore:

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

1. That a construction contract in an amount not to exceed $1,397,878.54 is hereby awarded to D Guerra Construction, LLC, who is determined to be the lowest responsible bidder, in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project.

2. That the expenditure of funds in an amount not to exceed $1,397,878.54 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with D Guerra Construction, LLC, and to pay D Guerra Construction, LLC an amount not to exceed $1,397,878.54 in connection with the C-30 South General McMullen Drive Sewer Capacity Replacement Project.

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

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless remain 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 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE INSTALL SEWER MAIN FROM LS 224 TO SBSP PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to R. L. Jones, LP, a local, SBE firm, in an amount not to exceed $962,481.00 in connection with the Install Sewer Main from LS 224 to SBSP Project.

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

- This contract will be used to eliminate Lift Station 224 by installing approximately 3,000 feet of gravity sewer pipe from a point near the existing lift station to the existing manhole at the upstream end of a branch of the Southwest Bexar Sewer Pipeline (SBSP) and perform work associated with formal abandonment of the lift station.

- R. L. Jones, LP, has submitted the lowest responsible bid of $962,481.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 and CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business, Mains New Category budget line item. The amount is $962,481.00 for wastewater related construction work. The job number is 16-4402.

SUPPLEMENTARY COMMENTS:

Merrick & Company prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $1,960,975.00.
A bid opening was held on November 27, 2018, at 1:30 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.L. Jones, LP*</td>
<td>$962,481.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Wauters Engineering, LLC</td>
<td>$975,116.30</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Thermavue Solutions, Inc.</td>
<td>$1,281,604.16</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$1,378,256.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,741,365.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Thyssen-Laughlin, Inc.</td>
<td>$1,756,517.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$1,777,191.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,960,975.00</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 50.92 percent decrease from the engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>Install Sewer Main from LS 224 to SBSP Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.L. Jones, LP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SBE</strong></td>
</tr>
<tr>
<td>MBE–African American</td>
</tr>
<tr>
<td>MBE–Asian</td>
</tr>
<tr>
<td>MBE–Hispanic</td>
</tr>
<tr>
<td>MBE–Other</td>
</tr>
<tr>
<td>WBE–Minority</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
Install Sewer Main from LS 224 to SBSP Project

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
INSTALL SEWER MAIN FROM LS 224 TO SBSP

LEGEND

☆ PROJECT SITE

EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO R. L. JONES, LP IN AN AMOUNT NOT TO EXCEED $962,481.00 IN CONNECTION WITH THE INSTALL SEWER MAIN FROM LS 224 TO SBSP PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $962,481.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH R. L. JONES, LP, AND TO PAY R. L. JONES, LP AN AMOUNT NOT TO EXCEED $962,481.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to install approximately 3,000 feet of sewer pipe and to eliminate Lift Station 224; and

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

WHEREAS, R.L. Jones LP, a local, SBE firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $962,481.00 for the project work; and

WHEREAS, System funds in the amount of $962,481.00 are required for the project work; and

WHEREAS, the total amount of $962,481.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to R. L. Jones, LP in an amount not to exceed $962,481.00 in connection with the Install Sewer Main from LS 224 to SBSP Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $962,481.00 from the Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with R. L. Jones, LP, and to pay R. L. Jones, LP an amount not to exceed $962,481.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $962,481.00 is hereby awarded to R. L. Jones, LP, who is determined to be the lowest responsible bidder, in connection with the Install Sewer Main from LS 224 to SBSP Project.

2. That the expenditure of funds in an amount not to exceed $962,481.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with R. L. Jones, LP, and to pay R. L. Jones, LP an amount not to exceed $962,481.00 in connection with the Install Sewer Main from LS 224 to SBSP Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE N.
MEL WAITERS WAY 24-INCH WATER MAIN REPLACEMENT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Thyssen-Laughlin, Inc., a non-local, non-
SMWVB firm, in an amount not to exceed $2,235,365.95 in connection with the N. Mel Waiters
Way 24-Inch Water Main Replacement Project (the “Project”).

- Construction of this project is necessary due to continuing water main breaks resulting in
  outages, loss of resources, and impact to area residents and business.

- The scope of work includes water main replacement of approximately 0.8 miles of 24-inch
  water main via open cut method, fire hydrants, air-release valves and other water related
  infrastructure. This project also includes bore and casing, replacement of existing
  driveways, site restoration, and other related work.

- Thyssen-Laughlin, Inc., has submitted the lowest responsible bid of $2,235,365.95.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 and CY 2019 Capital
Improvement Program. The water work is included in the Water Delivery Core Business, Main
Replacement – Water Category, and Water Repair budget line item. The amount is $2,235,365.95
for water related construction work under job number 16-4011.
SUPPLEMENTARY COMMENTS:

K Friese & Associates, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $2,533,107.99.

A bid opening was held on January 7, 2019 at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thyssen-Laughlin, Inc.*</td>
<td>$2,235,365.95</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,533,107.99</td>
<td></td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,664,214.80</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Persons Service Co., LLC</td>
<td>$2,799,999.49</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>M5 Utilities, LLC</td>
<td>$3,036,132.50</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>BRH-Garver Construction, L.P.</td>
<td>$3,099,094.10</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$3,868,376.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>R. L. Jones, LP</td>
<td>$3,876,572.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Consolidated Services Co. dba Wade &amp; Sons, Inc.</td>
<td>$3,878,766.20</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents an 11.75 percent decrease from the Engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>N. Mel Waiters Way 24-Inch Water Main Replacement Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thyssen-Laughlin, Inc.</td>
</tr>
<tr>
<td>SMWVB Analysis – Board Award</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE – African American</td>
</tr>
<tr>
<td>MBE – Asian</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
</tr>
<tr>
<td>MBE – Other</td>
</tr>
<tr>
<td>WBE – Minority</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
</tr>
<tr>
<td>Total SMWVB</td>
</tr>
</tbody>
</table>
Award of Construction Contract
N. Mel Waiters Way 24-Inch Water Main Replacement Project

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

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

N. MEL WAITERS WAY 24-INCH
WATER MAIN REPLACEMENT

LEGEND
- PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARTING A CONSTRUCTION CONTRACT TO THYSSEN-LAUGHLIN, INC. IN AN AMOUNT NOT TO EXCEED $2,235,365.95 IN CONNECTION WITH THE N. MEL WAITERS WAY 24-INCH WATER MAIN REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $2,235,365.95 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH THYSSEN-LAUGHLIN, INC., AND TO PAY THYSSEN-LAUGHLIN, INC. AN AMOUNT NOT TO EXCEED $2,235,365.95 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this contract will be used to rehabilitate water mains in need of repair based on condition assessment; and

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

WHEREAS, Thyssen-Laughlin, Inc., a non-local, non-SMWVB firm, is declared the lowest responsible bidder and has submitted the low responsible bid of $2,235,365.95 for the project work; and

WHEREAS, System funds in the amount of $2,235,365.95 are required for the project work; and

WHEREAS, the total amount of $2,235,365.95 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Thyssen-Laughlin, Inc. in an amount not to exceed $2,235,365.95 in connection with the N. Mel Waiters Way 24-Inch Water Main Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $2,235,365.95 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Thyssen-Laughlin, Inc., and to pay Thyssen-
Laughlin, Inc. an amount not to exceed $2,235,365.95 for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $2,235,365.95 is hereby awarded to Thyssen-Laughlin, Inc., who is determined to be the lowest responsible bidder, in connection with the N. Mel Waiters Way 24-Inch Water Main Replacement Project.

2. That the expenditure of funds in an amount not to exceed $2,235,365.95 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Thyssen-Laughlin, Inc., and to pay Thyssen-Laughlin, Inc. an amount not to exceed $2,235,365.95 in connection with the N. Mel Waiters Way 24-Inch Water Main Replacement Project.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE 2017 PIPELINE ENGINEERING SERVICES CONDITION IMPROVEMENTS WORK ORDER CONTRACT – PACKAGE I

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution amends Resolution No. 17-192 by authorizing additional funds to an existing professional services contract with K-Friese & Associates, Inc., a local, WBE-Caucasian-owned firm, in an amount not to exceed $350,000.00 for additional engineering design services in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract – Package I.

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

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

• By Resolution No. 17-192, passed and approved on September 13, 2017, the System’s Board of Trustees approved a professional services contract in the amount of $1,500,000.00 with K-Friese & Associates, Inc. in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I.

• K-Friese & Associates, Inc. currently has nine Consent Decree projects in connection with 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I. Of the original $1,500,000.00 awarded to the contract, only $27,566.00 remains committed for professional services.
The additional funds added to this contract will allow additional design work orders to be issued for replacement or rehabilitation for sanitary sewer mains in poor condition.

By amending this contract, instead of issuing a new contract, the System will be able to expedite the design of critical sewer mains in poor condition. This will allow design to start months ahead versus going through a new selection process. Additionally, K-Friese & Associates, Inc., is already designing adjacent line segments and has knowledge of the area. The work is deemed critical and should be expedited due to the line’s condition which has been identified as urgent.

Additional funding in the amount of $350,000.00 is available from the Project Fund and can be added to the current contract with K-Friese & Associates, Inc.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $350,000.00 for sewer related engineering services. The job number is 17-4542. 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. 17-192)</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 $1,850,000.00. This represents a 23.3 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
2017 Pipeline Engineering Services Condition
Improvements Work Order Contract - Package I

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM’S BOARD OF TRUSTEES APPROVING ADDITIONAL EXPENDITURES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH K-FRIESE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $350,000.00 IN CONNECTION WITH THE 2017 PIPELINE ENGINEERING SERVICES CONDITION IMPROVEMENTS WORK ORDER CONTRACT - PACKAGE I; APPROVING THAT AN AMOUNT NOT TO EXCEED $350,000.00 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH K-FRIESE & ASSOCIATES, INC., AND TO PAY K-FRIESE & ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED $350,000.00 FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2017, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 17-192, approved a professional services contract with K-Friese & Associates, Inc. in an amount not to exceed $1,500,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract – Package 1; and

WHEREAS, additional funding to the existing professional services contract with K-Friese & Associates, Inc. in an amount not to exceed $350,000.00 is required to provide additional engineering services for the design and construction of projects; and

WHEREAS, the required amount of $350,000.00 is available from the Project Fund for the additional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve additional expenditures to the existing professional services contract with K-Friese & Associates, Inc. in an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I, (ii) to make available an amount not to exceed $350,000.00 from the Project Fund for the additional engineering services, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the existing professional services contract with...
K-Friese & Associates, Inc., and to pay K-Friese & Associates, Inc. an amount not to exceed $350,000.00 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. 17-192 is hereby amended to provide additional expenditures to the existing professional services contract with K-Friese & Associates, Inc. in an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I.

2. That an amount not to exceed $350,000.00 is hereby made available and is to be expended from the 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 execute an amendment to the existing professional services contract with K-Friese & Associates, Inc., and to pay K-Friese & Associates, Inc. an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package I.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE 2017 PIPELINE ENGINEERING SERVICES CONDITION IMPROVEMENTS WORK ORDER CONTRACT - PACKAGE VIII

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution amends Resolution No. 17-199 by authorizing additional funds to an existing professional services contract with Arcadis U.S., Inc., a local, non-SMWVB firm, in an amount not to exceed $350,000.00 for additional engineering design services in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII.

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

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

- By Resolution No. 17-199, passed and approved on September 13, 2017, the System’s Board of Trustees approved a professional services contract in the amount of $1,000,000.00 with Arcadis U.S., Inc., in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII.

- Arcadis U.S., Inc., currently has two Consent Decree projects in connection with 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII. Of the original $1,000,000.00 awarded to the contract, only $334.00 remains to commit for professional services.
Approval of Additional Funds
2017 Pipeline Engineering Services Condition
Improvements Work Order Contract - Package VIII

- The additional funds added to this contract will allow additional design work orders to be issued for replacement or rehabilitation for sanitary sewer mains in poor condition.

- By amending this contract, instead of issuing a new contract, the System will be able to expedite the design of critical sewer mains in poor condition. This will allow design to start months ahead versus going through a new selection process. Additionally, Arcadis U.S., Inc., is currently designing adjacent line segments and has knowledge of the area. The work is deemed critical and should be expedited due to the line's condition which has been identified as urgent.

- Additional funding in the amount of $350,000.00 is available from the Project Fund and can be added to the current contract with Arcadis U.S., Inc.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $350,000.00 for sewer related engineering services. The job number is 17-4542. The revised authorization for this contract is as follows:

<table>
<thead>
<tr>
<th>Amount Authorized</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 17-199)</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Proposed Additional Funds</td>
<td>350,000.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$1,350,000.00</td>
</tr>
</tbody>
</table>

As a result of the additional funds, the new contract amount is $1,350,000.00. This represents a 35.0 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
2017 Pipeline Engineering Services Condition
Improvements Work Order Contract - Package VIII

APPROVED:

[Signature]

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

OF THE SAN ANTONIO WATER SYSTEM’S BOARD OF TRUSTEES APPROVING ADDITIONAL EXPENDITURES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC. IN AN AMOUNT NOT TO EXCEED $350,000.00 IN CONNECTION WITH THE 2017 PIPELINE ENGINEERING SERVICES CONDITION IMPROVEMENTS WORK ORDER CONTRACT - PACKAGE VIII; APPROVING THAT AN AMOUNT NOT TO EXCEED $350,000.00 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC., AND TO PAY ARCADIS U.S., INC. AN AMOUNT NOT TO EXCEED $350,000.00 FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2017, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 17-199, approved a professional services contract with Arcadis U.S., Inc. in an amount not to exceed $1,000,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order contract – Package VIII; and

WHEREAS, additional funding to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $350,000.00 is required to provide additional engineering services for the design and construction of projects; and

WHEREAS, the required amount of $350,000.00 is available from the Project Fund for the additional project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve additional expenditures to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII, (ii) to make available an amount not to exceed $350,000.00 from the Project Fund for the additional engineering services, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the existing professional services contract with Arcadis U.S., Inc., and to pay Arcadis U.S., Inc. an amount not to exceed $350,000.00 for the additional engineering services.
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. 17-199 is hereby amended to provide additional expenditures to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII.

2. That an amount not to exceed $350,000.00 is hereby made available and is to be expended from the 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 execute an amendment to the existing professional services contract with Arcadis U.S., Inc., and to pay Arcadis U.S., Inc. an amount not to exceed $350,000.00 in connection with the 2017 Pipeline Engineering Services Condition Improvements Work Order Contract - Package VIII.

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 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MICRON STATION PRODUCTION WELL NO. 4 PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Weisinger Incorporated, a non-local, non-SMWVB firm, in an amount not to exceed $1,567,280.00 in connection with the Micron Station Production Well No. 4 Project (the “Project”).

- The existing Micron primary pump station is located at 7531 Micron Drive, near the State Highway 151 and Potranco Road intersection, in west San Antonio.

- The station is approximately 20 years old and provides service to the west and northwest areas of San Antonio, and will also provide service to the Anderson Pump Station. The existing station includes three wells, one 5 million gallon tank, high services pumps, disinfection system, and electrical equipment. This project will provide for a fourth well.

- This project is the first phase for this primary pump station. The work consists of drilling, constructing, developing, and testing of an Edwards Aquifer ground production well. The future second phase involves the installation of a well pump, discharge piping, motor control center, a concrete driveway to the new well and modifying the chemical system.

- The second phase will be scheduled for advertisement once the production capacity of Well No. 4 is known and sizing of equipment is finalized.

- Weisinger Incorporated has submitted the lowest responsible bid of $1,567,280.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This work is included in the Wastewater Core Business, Production Budget Line Item. The total amount is $1,567,280.00 for water related work. The job number is 16-6004.
SUPPLEMENTARY COMMENTS:

WSP Consulting Services, Inc. prepared the plans and specifications for this project. The engineer’s estimated construction cost was $2,125,000.00.

A bid opening was held on January 14, 2019. The following bids were submitted.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weisinger Incorporated*</td>
<td>$1,567,280.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,125,000.00</td>
<td></td>
</tr>
<tr>
<td>Hydro Resources Mid-Continent, Inc.</td>
<td>$2,276,290.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Alsay, Inc.</td>
<td>$2,300,000.00</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 25.89 percent decrease from the estimated construction cost.

This contract has 180 calendar days for construction completion.

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

<table>
<thead>
<tr>
<th>Micron Station Production Well No. 4 Project</th>
<th>Weisinger Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>19.84%</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>2.23%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>22.07%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
Micron Station Production Well No. 4 Project

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

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 WEISINGER INCORPORATED IN AN AMOUNT NOT TO EXCEED $1,567,280.00 IN CONNECTION WITH THE MICRON STATION PRODUCTION WELL NO. 4 PROJECT; APPROVING EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,567,280.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH WEISINGER INCORPORATED, AND TO PAY WEISINGER INCORPORATED AN AMOUNT NOT TO EXCEED $1,567,280.00 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 Capital Improvement Program includes the construction funding for the Micron Station Production Well No. 4 Project secondary pump station located at 7531 Micron Drive, near the S.H. 151 and Potranco Road intersection, in west San Antonio; and

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

WHEREAS, Weisinger Incorporated, a non-local, non-SMWVB firm, has submitted a bid of $1,567,280.00 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $1,567,280.00 are required for the project work; and

WHEREAS, the total amount of $1,567,280.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Weisinger Incorporated in an amount not to exceed $1,567,280.00 in connection with the Micron Station Production Well No. 4 Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,567,280.00 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Weisinger Incorporated, and to pay Weisinger Incorporated an amount not to exceed $1,567,280.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $1,567,280.00 is hereby awarded to Weisinger Incorporated, who is determined to be the lowest responsible bidder, in connection with the Micron Station Production Well No. 4 Project.

2. That the expenditure of funds in an amount not to exceed $1,567,280.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Weisinger Incorporated, and to pay Weisinger Incorporated an amount not to exceed $1,567,280.00 in connection with the Micron Station Production Well No. 4 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 remain 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 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, 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 LEON CREEK WRC IMPROVEMENTS AND UPGRADES PHASE 2 PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Garver, LLC, a local, Non-SMWVB firm, and authorizes funds in an amount not to exceed $1,204,988.00 in connection with the Leon Creek WRC Improvements and Upgrades Phase 2 Project (the “Project”).

- The Leon Creek Water Recycling Center (WRC) was originally constructed in 1965. The WRC was expanded to its current permitted capacity of 46 million gallons per day. Modifications and replacement of some of the main process infrastructure have been done as part of the 2006 Leon Creek WRC Improvements Project and the 2013 Leon Creek WRC Rehabilitation and Process Improvements Project.

- The 2006 Leon Creek WRC Improvements Project installed new energy efficient blowers, upgraded one of the plant’s major electrical feeds to support the new blowers and rehabilitated several primary clarifiers. The 2013 Leon Creek WRC Rehabilitation and Process Improvements Project focused on automating the aeration process and the disinfection system. The current project will achieve much needed upgrades to other process areas.

- This project includes:
  - Evaluation of equipment (electrical, instrumentation and control) and accessibility to the screening roll-off containers at the headworks area,
  - Structural repairs to the concrete of the Flow Equalization Basins,
  - Evaluation of the hydraulic issues associated with Final Clarifier Nos. 5, 6 and 7 and the Junction Box downstream of the final clarifiers,
  - Installation of two new tertiary filters in place of the existing sand filters,
  - Restoration of site paving in areas of poor condition,
Award of Professional Services Contract
Leon Creek WRC Improvements and Upgrades Phase 2

- Addressing of safety and corrosion issues throughout the Leon Creak WRC and throughout the Salado Creek WRC, and
- Associated site, civil, mechanical, structural, electrical, instrumentation and controls work.

- A Request for Qualifications was issued on September 5, 2018, for professional services for this project, and eight interest statements were received for the project. Garver, LLC was selected through the System’s Architect and Engineer Selection Process.

- Garver, LLC will provide professional services for this project for the negotiated not to exceed amount of $1,204,988.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The project work is included in the Wastewater Water Core Business, Wastewater Category, Leon Creek WRC Improvements and Upgrades Phase 2 budget line item. The amount is $1,204,988.00 under job number 19-6502.

SUPPLEMENTARY COMMENTS:

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

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>CP&amp;Y, Inc.</td>
<td>Local/MBE-Asian</td>
</tr>
<tr>
<td><strong>Garver, LLC</strong>*</td>
<td><strong>Local/Non-SMWVB</strong></td>
</tr>
<tr>
<td>HDR Engineering, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Jacobs Engineering Group, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Merrick &amp; Company</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Rosin Group, Inc.</td>
<td>Local/WBE-Caucasian</td>
</tr>
<tr>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm
Garver, LLC proposes to use the following sub-consultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gupta &amp; Associates, Inc.</td>
<td>19.00%</td>
<td>Local/MBE-Asian</td>
</tr>
<tr>
<td>Garcia Infrastructure Consultants, LLC</td>
<td>17.00%</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>Bain Medina Bain, Inc.</td>
<td>2.00%</td>
<td>Local/WBE-Caucasian</td>
</tr>
<tr>
<td>The Rios Group</td>
<td>2.00%</td>
<td>Local/WBE-Hispanic</td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>1.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Construct-Ability, LLC</td>
<td>2.00%</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Leon Creek WRC Improvements and Upgrades Phase 2 Project</th>
<th>Garver, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>19.00%</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>19.00%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>2.00%</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
Award of Professional Services Contract
Leon Creek WRC Improvements and Upgrades Phase 2

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

LEON CREEK WRC IMPROVEMENTS AND UPGRADES
PHASE 2 PROJECT

LEGEND
★ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO GARVER, LLC IN AN AMOUNT NOT TO EXCEED $1,204,988.00 IN CONNECTION WITH THE LEON CREEK WRC IMPROVEMENTS AND UPGRADES PHASE 2 PROJECT; APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,204,988.00 FROM THE 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 GARVER, LLC, AND TO PAY GARVER, LLC AN AMOUNT NOT TO EXCEED $1,204,988.00 FOR THE PROJECT ENGINEERING WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) requires professional services for design of the Leon Creek WRC Improvements and Upgrades Phase 2 Project (the “Project”); and

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

WHEREAS, the System’s Architect and Engineer Selection Committee has selected Garver, LLC to provide the required project engineering work in connection with the project; and

WHEREAS, Garver, LLC, a local, non-SMWVB firm, is deemed to be the most highly qualified provider of these engineering services on the basis of demonstrated competence and qualifications and for a fair and reasonable price; and

WHEREAS, Garver, LLC has submitted a proposal in an amount not to exceed $1,204,988.00 to provide the required project engineering work for the project; and

WHEREAS, System funds in an amount not to exceed $1,204,988.00 are required for the project engineering work; and

WHEREAS, the required amount not to exceed $1,204,988.00 is available from the Project Fund; and
WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to award a professional services contract to Garver, LLC in an amount not to exceed $1,204,988.00 in connection with the Leon Creek WRC Improvements and Upgrades Phase 2 Project, (ii) to approve the expenditure of funds in an amount not to exceed $1,204,988.00 from the 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 Garver, LLC, and to pay Garver, LLC an amount not to exceed $1,204,988.00 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 $1,204,988.00 is hereby awarded to Garver, LLC in connection with the Leon Creek WRC Improvements and Upgrades Phase 2 Project.

2. That the expenditure of funds in an amount not to exceed $1,204,988.00 from the Project Fund for the project engineering work is hereby approved.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Garver, LLC, and to pay Garver, LLC an amount not to exceed $1,204,988.00 in connection with the Leon Creek WRC Improvements and Upgrades Phase 2 Project.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 12th day of February, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF ADDITIONAL FUNDS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE TREATMENT FACILITIES ENGINEERING WORK ORDER CONTRACT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution amends Resolution No. 18-005 by authorizing additional funds to an existing professional services contract with Arcadis U.S., Inc., a local, non-SMWVB firm, in an amount not to exceed $250,000.00 in connection with the Treatment Facilities Engineering Work Order Contract (the “Project”).

- The San Antonio Water System’s (the “System”) engineering staff routinely hires engineering consultants to design most Capital Improvement Program (CIP) projects for wastewater treatment and biosolids handling facilities, wastewater, water and recycle water pump stations, recycle water system, lift stations, odor control stations, cooling facilities through the Request for Qualifications; however, assistance is required to meet unspecified CIP projects that are identified as “urgent” and with limited scope of services.

- By Resolution No. 18-005, approved on January 9, 2018, the System’s Board of Trustees approved a professional services contract in the amount of $700,000.00 with Arcadis U.S., Inc. in connection with the Project.

- Additional engineering design services are required to complete the work that exceeds the current capacity of the existing contract. This work is associated with the evaluation of increasing the capacity of the Dos Rios Water Recycling Center (WRC) from 125 mgd average permitted flow to 150 mgd. Arcadis U.S., Inc. has completed previous work at the Dos Rios WRC that will be used as part of this effort. Additional services are also required to provide process support to Medio Creek WRC Operations staff due to increased flow at the plant from the W-1 emergency bypass project.

- Additional funding in the amount of $250,000.00 is available from the Project Fund, and can be added to the current contract with Arcadis U.S., Inc. for the additional project work.

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

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The project is included in the Wastewater Core Business, Treatment, Treatment Facilities Engineering Work Order Contract budget line item. The amount is $250,000.00 for wastewater related work under job number 18-6502.

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$700,000.00</td>
</tr>
<tr>
<td>Proposed Additional Funds</td>
<td>250,000.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$950,000.00</td>
</tr>
</tbody>
</table>

As a result of the additional funds, the new contract amount is $950,000.00. This represents an increase of 35.71 percent to the System’s original contract amount.

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

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

Robert R. Puente
President/Chief Executive Officer

APPROVED:
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING ADDITIONAL EXPENDITURES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC. IN AN AMOUNT NOT TO EXCEED $250,000.00 IN CONNECTION WITH THE TREATMENT FACILITIES ENGINEERING WORK ORDER CONTRACT; APPROVING THAT AN AMOUNT NOT TO EXCEED $250,000.00 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH ARCADIS U.S., INC., AND TO PAY ARCADIS U.S., INC. AN AMOUNT NOT TO EXCEED $250,000.00 FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System’s (the “System”) Board of Trustees by Resolution No. 18-005, adopted January 9, 2018, approved a professional services contract with Arcadis U.S., Inc. in an amount not to exceed $700,000.00 in connection with the Treatment Facilities Engineering Work Order Contract; and

WHEREAS, additional funding to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $250,000.00 is required to provide additional engineering services for the evaluation of increasing the capacity of the Dos Rios Water Recycling Center (WRC) from 125 mgd average permitted flow to 150 mgd and for process support to Medio Creek WRC Operations staff due to increased flow at the plant from the W-1 emergency bypass project; and

WHEREAS, the required amount of $250,000.00 is available from the Project Fund for the additional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve additional expenditures to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $250,000.00 in connection with the Treatment Facilities Engineering Work Order Contract, (ii) to make available an amount not to exceed $250,000.00 from the Project Fund for the additional engineering services, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the
existing professional services contract with Arcadis U.S., Inc., and to pay Arcadis U.S., Inc. an amount not to exceed $250,000.00 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. 18-005 is hereby amended to provide additional expenditures to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $250,000.00 in connection with the Treatment Facilities Engineering Work Order Contract.

2. That an amount not to exceed $250,000.00 is hereby made available, and is to be expended from the Project Fund for the additional engineering services related to the project work.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute an amendment to the existing professional services contract with Arcadis U.S., Inc., and to pay Arcadis U.S., Inc. an amount not to exceed $250,000.00 for additional engineering services related to the project work.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that 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 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019-2020 TASK ORDER CONTRACT FOR FLATWORK AND STREET IMPROVEMENTS PACKAGE 3

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $146,833.00 for the joint construction of water and sewer facility adjustments in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3.

- The City plans to apply this contract citywide to improve sidewalks, curbs, driveway, drainage and other items required due to site conditions to accomplish the project in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3 for Transportation and Capital Improvements. The City’s work is estimated to cost $2,940,000.00.

- Existing water valve box covers, water meter boxes, fire hydrants, manhole covers, sewer cleanouts and other impacted appurtenances within the project boundaries may require adjustment to match the final grade of the new pavement.

- Bid item quantities for the adjustments 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 2019 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 $134,100.00 for water work. The job number is 19-5002.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is
$12,733.00 for sewer work. The job number is 19-5502.

SUPPLEMENTARY COMMENTS:

The City received five bids for this project on September 25, 2018. The lowest qualified, responsive bidders for this project are FD Concrete, LLC, a local, MBE-Hispanic contractor, Cal-Tex Interiors, Inc., a local, MBE-Hispanic contractor, and Blue-Tex Irrigation & Construction, a local, non-SMWVB contractor. City Council approved the construction contracts on December 13, 2018, and construction is expected to begin February 2019. Time allowed for total construction is 548 calendar days. The request for reimbursement is requested after City Council approved the award of the construction contracts to ensure that the contracts are 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 awarded bids.

Gail Hamrick-Pigg, P.E.  
Director  
 Pipelines

APPROVED:

Robert R. Puente  
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $146,833.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019-2020 TASK ORDER CONTRACT FOR FLATWORK AND STREET IMPROVEMENTS PACKAGE 3; APPROVING AN AMOUNT NOT TO EXCEED $146,833.00 BE MADE AVAILABLE AND EXPENDED FROM THE 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 $146,833.00 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 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3; and

WHEREAS, the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the City has received bids for the project work from FD Concrete, LLC, Cal-Tex Interiors, and Blue Tex Irrigation & Construction in an amount not to exceed $146,833.00 and these bidders have been determined to be the lowest responsible bidders; and

WHEREAS, System funds in an amount not to exceed $146,833.00 are required for the project work; and

WHEREAS, the total amount of $146,833.00 is available from the 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 an amount not to exceed $146,833.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3, (ii) to approve and make available an amount not to exceed $146,833.00 from the 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 $146,833.00 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 an amount not to exceed $146,833.00 for the adjustment of water and sewer facilities by the City in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements Package 3 is hereby approved.

2. That a sum not to exceed $146,833.00 to reimburse the City for the project work costs is hereby 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 pay the City an amount not to exceed $146,833.00 for the adjustment of water and sewer facilities by the City in connection with the 2019-2020 Task Order Contract for Flatwork and Street Improvements 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 ADOPTED this 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019 ASPHALT OVERLAY CONTRACT PACKAGE 9

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $160,050.00 for the joint construction of water and sewer facility adjustments in connection with the 2019 Asphalt Overlay Contract Package 9.

- The City plans to apply an asphalt overlay throughout the city in connection with the 2019 Asphalt Overlay Contract Package 9 for Transportation and Capital Improvements. The City’s work is estimated to cost $10,286,038.60.
- Existing water valve box covers, manhole covers and other impacted appurtenances within the project boundaries may require adjustment to match the final grade of the new pavement.
- Bid item quantities for the adjustments 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 2019 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 $40,025.00 for water work. The job number is 19-5004.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $120,025.00 for sewer work. The job number is 19-5504.
SUPPLEMENTARY COMMENTS:

The City received four bids for this project on October 16, 2018. The lowest qualified, responsive bidder for this project is Clark Construction of Texas, Inc., a local, non-SMWVB contractor. City Council approved the construction contract on December 13, 2018, and construction is expected to begin February 2019. Time allowed for total construction is 180 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 awarded bid.

Gail Hamrick-Pigg, P.E.  
Director  
Pipelines

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

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $160,050.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019 ASPHALT OVERLAY CONTRACT PACKAGE 9; APPROVING AN AMOUNT NOT TO EXCEED $160,050.00 BE MADE AVAILABLE AND EXPENDED FROM THE 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 $160,050.00 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 2019 Asphalt Overlay Contract Package 9; and

WHEREAS, the 2019 Asphalt Overlay 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 Clark Construction of Texas, Inc. in an amount not to exceed $160,050.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, system funds in an amount not to exceed $160,050.00 are required for the project work; and

WHEREAS, the total amount of $160,050.00 is available from the 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 an amount not to exceed $160,050.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay Contract Package 9, (ii) to approve and make available an amount not to exceed $160,050.00 from the 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 $160,050.00 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 an amount not to exceed $160,050.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay Contract Package 9 is hereby approved.

2. That a sum not to exceed $160,050.00 to reimburse the City for the project work costs is hereby 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 pay the City an amount not to exceed $160,050.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay 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 the 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019 ASPHALT OVERLAY CONTRACT PACKAGE 10

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $120,050.00 for the joint construction of water and sewer facility adjustments in connection with the 2019 Asphalt Overlay Contract Package 10.

- The City plans to apply an asphalt overlay throughout the city in connection with the 2019 Asphalt Overlay Contract Package 10 for Transportation and Capital Improvements. The City’s work is estimated to cost $10,481,502.00.
- Existing water valve box covers, manhole covers and other impacted appurtenances within the project boundaries may require adjustment to match the final grade of the new pavement.
- Bid item quantities for the adjustments 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 2019 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 $40,025.00 for water work. The job number is 19-5005.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $80,025.00 for sewer work. The job number is 19-5505.
SUPPLEMENTARY COMMENTS:

The City received four bids for this project on October 30, 2018. The lowest qualified, responsive bidder for this project is Clark Construction of Texas, Inc., a local, non-SMWVB contractor. City Council approved the construction contract on December 13, 2018, and construction is expected to begin February 2019. Time allowed for total construction is 150 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 awarded bid.

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES APPROVING THE EXPENDITURE OF FUNDS
IN THE AMOUNT OF $120,050.00 FOR THE ADJUSTMENT
OF WATER AND SEWER FACILITIES BY THE CITY OF
SAN ANTONIO IN CONNECTION WITH THE 2019
ASPHALT OVERLAY CONTRACT PACKAGE 10;
APPROVING AN AMOUNT NOT TO EXCEED $120,050.00
BE MADE AVAILABLE AND EXPENDED FROM THE
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 $120,050.00 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 2019 Asphalt Overlay Contract Package 10; and

WHEREAS, the 2019 Asphalt Overlay Contract Package 10 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 Clark
Construction of Texas, Inc. in an amount not to exceed $120,050.00 and this bidder has been
determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $120,050.00 are required
for the project work; and

WHEREAS, the total amount of $120,050.00 is available from the 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 an amount not to exceed $120,050.00 for the adjustment of
water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay
Contract Package 10, (ii) to approve and make available an amount not to exceed $120,050.00
from the 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 $120,050.00 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 an amount not to exceed $120,050.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay Contract Package 10 is hereby approved.

2. That a sum not to exceed $120,050.00 to reimburse the City for the project work costs is hereby 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 pay the City an amount not to exceed $120,050.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay Contract Package 10.

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 the 12th day of February, 2019.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019 ASPHALT OVERLAY CONTRACT PACKAGE 11

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $242,125.00 for the joint construction of water and sewer facility adjustments in connection with the 2019 Asphalt Overlay Contract Package 11.

- The City plans to apply an asphalt overlay throughout the city in connection with the 2019 Asphalt Overlay Contract Package 11 for Transportation and Capital Improvements. The City’s work is estimated to cost $10,897,808.60.

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

- Bid item quantities for the adjustments 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 2019 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 $71,625.00 for water work. The job number is 19-5003.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $170,500.00 for sewer work. The job number is 19-5503.
SUPPLEMENTARY COMMENTS:

The City received four bids for this project on November 6, 2018. The lowest qualified, responsive bidder for this project is Asphalt Inc., LLC dba Lone Star Paving, a local/non-SMWVB, contractor. City Council approved the construction contract on December 13, 2018, and construction is expected to begin February 2019. Time allowed for total construction is 150 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 awarded bid.

Gail Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $242,125.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019 ASPHALT OVERLAY CONTRACT PACKAGE 11; APPROVING AN AMOUNT NOT TO EXCEED $242,125.00 BE MADE AVAILABLE AND EXPENDED FROM THE 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 $242,125.00 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 2019 Asphalt Overlay Contract Package 11; and

WHEREAS, the 2019 Asphalt Overlay Contract Package 11 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 Asphalt Inc., LLC dba Lone Star Paving in an amount not to exceed $242,125.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $242,125.00 are required for the project work; and

WHEREAS, the total amount of $242,125.00 is available from the 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 an amount not to exceed $242,125.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019 Asphalt Overlay Contract Package 11, (ii) to approve and make available an amount not to exceed $242,125.00 from the 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 $242,125.00 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 an amount not to exceed $242,125.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay Contract Package 11 is hereby approved.

2. That a sum not to exceed $242,125.00 to reimburse the City for the project work costs is hereby 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 pay the City an amount not to exceed $242,125.00 for the adjustment of water and sewer facilities by the City in connection with the 2019 Asphalt Overlay Contract Package 11.

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, 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 the 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: ACCEPTING AN OFFER AND APPROVING A PURCHASE AGREEMENT WITH MAYUR PATEL FOR THE SALE OF 2.461 ACRES ALONG NW LOOP 410 LOCATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution accepts an offer of $625,000.00 for the sale of 2.461 acres along N.W. Loop 410, San Antonio, Bexar County, Texas (the “Property”), and approves a Purchase Agreement (the “Agreement”) with Mayur Patel, for the sale of this Property for the purchase price of $625,000.00.

- San Antonio Water System’s (SAWS) Board of Trustees (the “Board”) declared the Property surplus by Resolution No. 97-151, which was approved on June 3, 1997.

- On June 28, 2001, by Ordinance 94193, the City Council of San Antonio declared the Property surplus, and authorized SAWS to sell the Property.

- City Council of San Antonio Ordinance No. 2015-01-15-0017, approved January 15, 2015, 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 March 5, 2015. Subject to Board approval, SAWS then accepted the offer of Mayur Patel for $625,000.00 on June 7, 2018.

- The basic terms of the said offer are as follows:
  - Purchase Price: $625,000.00
  - Survey cost – SAWS to reimburse Buyer up to $3,000.00 at Closing if Closing occurs
  - Title Policy – Buyer to pay the basic premium
  - Feasibility period – 90 days plus two (2) additional 30 day periods with $1,000.00 payment for each period (by First Amendment, the Feasibility Period was extended to January 5, 2019 by payment of additional $2,000.00 Independent Consideration)
  - Independent consideration – $5,000.00 total
Accepting Offer and Approving a Purchase Agreement
Sale of 2.461 Acres along N.W. Loop 410, San Antonio, Bexar County, Texas

- Earnest money – $10,000.00
- Closing Date – First business day to occur 45 days following the expiration of the Feasibility Period, or such earlier date as the parties may agree to, provided all conditions to closing have been satisfied (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.

- This resolution authorizes SAWS to pay, pursuant to the Agreement, closing costs (excluding real estate commissions) not to exceed $4,000.00.

Staff recommends that the Board approve this Resolution.

FINANCIAL IMPACT:

SAWS will receive $625,000.00 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 $4,000.00. Funds received will be deposited to the Renewal and Replacement Fund.

Bruce A. Haby
Manager
Corporate Real Estate

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Nancy Belinsky
Vice President and General Counsel
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES ACCEPTING AN OFFER IN THE AMOUNT OF $625,000.00 FOR THE SALE OF 2.461 ACRES ALONG NW LOOP 410, SAN ANTONIO, BEXAR COUNTY, TEXAS (THE “PROPERTY”), AND APPROVING A PURCHASE AGREEMENT WITH MAYUR PATEL; 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 $4,000.00 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 of 2.461 acres located along NW Loop 410, San Antonio, Bexar County, Texas, as surplus by Resolution No. 97-151, approved on June 3, 1997; and

WHEREAS, City Ordinance No. 94193 approved on June 28, 2001, declared the Property generally depicted on the aerial map attached as Attachment I hereto, as surplus; and

WHEREAS, pursuant to City Council of San Antonio Ordinance No. 2015-01-15-0017, approved January 15, 2015, the System, in accordance with Local Government Code Chapter 253.014 and via its broker, Cano and Company, marketed the Property, and, the highest offer in the amount of $625,000.00 for the Property was received by Mayur Patel ("Buyer") pursuant to a Purchase Agreement (as amended by the First Amendment to 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 $4,000.00 in closing costs (excluding real estate commissions) to Alamo Title Insurance Company or as a credit to Buyer for survey reimbursement; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) accept the offer in the amount of $625,000.00 for the Property and approve a Purchase Agreement with Buyer 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 $4,000.00 for closing costs (excluding real estate commissions) payable to Alamo Title Insurance Company or as a credit to Buyer for survey reimbursement, 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 or an assignment by Buyer of the Agreement to an entity controlled by Buyer, to perform all the duties and obligations of the seller in said Purchase Agreement and to take all steps necessary to enforce the Purchase Agreement; now, therefore:

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

1. That the offer in the amount of $625,000.00 for the Property is hereby accepted and a Purchase Agreement with Buyer 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 $4,000 for closing costs (excluding real estate commissions), payable to Alamo Title Insurance Company or as a credit to Buyer for survey reimbursement, 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 or an assignment by Buyer of the Agreement to an entity controlled by Buyer, necessary to complete the sale of the Property, to perform all duties of the Seller under said Purchase Agreement and to take all steps necessary to enforce 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 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 12th day of February, 2019.

___________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________
Amy Hardberger, Secretary

Attachments:

I. Aerial Depiction
II. Purchase Agreement (with First Amendment)
2.461 ACRES ALONG N.W. LOOP 410
SUBJECT PROPERTY
ATTACHMENT II

PURCHASE AGREEMENT

Peacpipe

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 Mayur Patel, 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 of real property being approximately 2.461 acres in Bexar County, Texas described more particularly on Exhibit A attached hereto (being collectively the “Property”), together with all rights and appurtenances thereto. In the event Buyer obtains a new survey of the Property that is approved by Seller, the legal description in such survey shall be substituted in the deed to be delivered at Closing (hereinafter defined).

   a. **Reserved Water Easement.** In the deed to be delivered at Closing, Seller shall reserve for the benefit of the San Antonio Water System a 0.3393 acre sewer easement (the “Reserved Easement”) over and across those portions of the Property described and depicted in Exhibit B attached hereto (the “Reserved Easement Area”).

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 SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($625,000.00).

   b. **Earnest Money.** Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) with Alamo Title Company, Attn: Chris Varley, Senior Vice President, 2915 W. Bitters, Suite 301, San Antonio, TX 78248 ("Title Company"), as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed or otherwise held and disbursed in accordance with the terms and provisions hereof. Title Company shall, immediately following receipt, deposit the Earnest Money in an interest bearing account and maintain such account until the Earnest Money is disbursed in accordance herewith.

   c. **Independent Consideration.** On or before this Date of this Agreement (hereinafter defined), Buyer shall pay to Seller by certified or cashier’s check the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the “Independent Consideration”) as independent consideration for this Agreement and for Buyer’s termination rights under Section 8 hereinebelow. The Independent Consideration shall be non-refundable except in the event of (i) Seller default in failing to close under this Agreement or (ii) failure of Seller’s Board of Trustees to approve this Agreement prior to Closing as provided for in Section 10 hereinebelow. 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 twenty (20) 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.** Buyer acknowledges that Seller has provided Seller’s existing survey of the Property. Seller shall not be required to provide any new survey of the Property, and any survey Buyer desires to obtain shall be at Buyer’s sole expense, provided, however, in the event that Closing occurs and Buyer has obtained a new survey, Seller shall, at Closing, reimburse Buyer up to $3,000.00 towards the cost of such survey.

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 II environmental assessment, SAWS does not warrant whether it will qualify Buyer as an “innocent buyer” under CERCLA, 42 USC 9601 et seq. and the Texas Solid Waste Disposal Act, Texas Health and Safety Code Chapter 361 et seq., and Seller recommends that the Buyer conduct its own environmental assessment of the Property. Further, Seller does not represent or warrant that the Property Information Documents constitute all of the documents in Seller’s possession related to the Property.

Without limiting the foregoing, Buyer acknowledges receipt of copies of (i) a Limited Phase II Environmental Site Assessment dated August 2, 2005 and (ii) a Subsurface Foundation Conditions report dated August 10, 2005, both performed by Raba Kistner Consultants, Inc.

**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, Plating.** The Property will be conveyed without warranty of title and subject to (i) all visible and apparent easements (ii) all matters of record relating to the Property as shown in the Real Property Records of Bexar County, Texas, (iii) all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and (iv) the Reserved Easement. Additionally, Buyer must obtain any applicable permits for Buyer’s use of the Property and Buyer shall be responsible for all platting requirements regarding the Property, which obligations shall survive Closing.

8. **Feasibility Period.** On or before 5:00 pm San Antonio local time on the day that is ninety (90) days after the Effective Date (the “Feasibility Period”), the Buyer shall conduct, at the Buyer’s sole cost, any inspections and environmental assessments on the Property that the Buyer may elect, subject to the indemnity and other provisions of Section 8 of this Agreement. If an Environmental Professional (as defined in 40 CFR Part 312.10(b)) desires to communicate with Seller, the communication must be in writing and delivered to 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.

Buyer shall have the right to extend the Feasibility Period for up to two (2) additional thirty (30) day periods by payment to Seller by certified or cashier’s check the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) for each thirty (30) day period, which payment(s) must be made prior to the expiration of the then-current Feasibility Period. Each such $1,000.00 payment shall constitute additional Independent Consideration and shall be governed by the provisions of Section 2(c) above.
If Buyer decides in its sole discretion not to proceed with the purchase of the Property and the easements described herein, Buyer shall give Seller written notice of termination on or before the expiration of the Feasibility Period, in which event this Agreement shall terminate and be of no further force and effect, 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 $100,000 prior to and as a condition to entry upon the Property.

**BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN ANTONIO ("COSA"), THE SAN ANTONIO WATER SYSTEM AND THEIR OFFICERS, EMPLOYEES, AGENTS, TRUSTEES, 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.** BUYER ACKNOWLEDGES THAT THE PROPERTY WAS PREVIOUSLY USED AS A SEWAGE TREATMENT PLANT.

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, TRUSTEES, 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, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES AND (II) ANY RELIANCE BY BUYER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES, AND HEREBY RELEASES SELLER AND ITS AGENTS,
EMPLOYEES, BROKERS, TRUSTEES, OFFICIALS OR REPRESENTATIVES FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION BASED IN WHOLE OR IN PART UPON ANY RELIANCE UPON ANY ALLEGED SILENCE, REPRESENTATION OR NON-DISCLOSURE BY SELLER OR ANY OF ITS AGENTS, EMPLOYEES, BROKERS, TRUSTEES, 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 HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY “AS-IS” WITH FULL AWARENESS THAT THE PROPERTY’S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND BUYER CONFIRMS THAT BUYER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. BUYER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY BUYER OTHERWISE MIGHT HAVE. BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE, AND ARE ALSO INCLUDED IN THE DEED WITHOUT WARRANTY.

10. Conditions to Closing. This Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System on or before the Closing Date (hereinafter defined). In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the Closing Date, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate and the Earnest Money and Independent Consideration shall be returned to Buyer, and neither party shall have any further rights or duties hereunder other than those rights or duties that expressly survive termination of this Agreement.

11. Closing. The conveyance of the Property to Buyer shall be closed (“Closing”) at the office of the Title Company on the first business day to occur forty five (45) days following the expiration of the Feasibility Period (the “Closing Date”), or such earlier date as the parties may agree to, provided all conditions to closing have been satisfied. In order to obtain Board of Trustees approval, Seller may, by written notice to Buyer, extend the Closing Date to the first business day to occur sixty (60) days following the expiration of the Feasibility Period.

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 C 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, credits and commissions under this Agreement.

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

b. **Title Insurance Premium.** Buyer shall pay the basic premium for the Title Policy and any deletions or endorsements Buyer elects to obtain.

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

14. **Notices.** Any notice to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, by email, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails, 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:**
Mayur Patel  
1135 Buck Rd.  
Rossford, Ohio 43460  
patel.mike@icloud.com

15. **Default.** In the event that Seller should fail to materially perform its obligations herein, except due to Buyer's default or the failure of Buyer to satisfy any of the conditions to Seller's obligations set forth herein, Buyer may, as its sole and exclusive remedy, terminate this Agreement, in which event, provided Buyer is not in default, the Earnest Money and Independent Consideration shall be forthwith returned to Buyer following Seller's receipt of notice of such termination, whereupon neither party shall have any obligations hereunder other than those obligations in this Agreement that expressly survive termination. In no event shall any damages, rights or remedies be collectible, enforceable or available to Buyer other than as provided in this paragraph. In no event shall any trustee, officer, employee, agent or broker of Seller 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 sum being agreed upon as liquidated damages for the failure of Buyer to close as required by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages. These provisions shall not be deemed to limit Seller’s remedies for indemnification or other Buyer obligations under this Agreement, and Seller retains all remedies at law or in equity in the event Buyer should fail to comply with the terms of this Agreement. In the event that Seller is entitled to receive the Earnest Money under this Section 15, and Buyer fails to cooperate with the release of the Earnest Money to Seller, Seller shall be entitled to recovery from Buyer of Seller’s attorneys’ fees in any suit to receive the Earnest Money.

16. **Real Estate Commission.** If and only if the sale from Seller to Buyer closes pursuant to this Agreement, SAWS will pay at Closing a six percent (6%) brokerage fee to Cano & Company pursuant to a separate written agreement. Buyer represents and warrants that no broker 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.** Any assignments of this Agreement may not be made 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 other 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 REQUIRESA REAL ESTATE AGENT TO ADVISE A BUYER THAT BUYER SHOULD HAVE AN ATTORNEY EXAMINE AN ABSTRACT OF TITLE TO THE PROPERTY
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.

e. 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 improved 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 hereinafore shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.
EXECUTED by Seller on June 6, 2018.

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 June 5th, 2018.

Buyer: Mayur Patel

Exhibits:
Exhibit A: Property description
Exhibit B: Description of Reserved Easement Area
Exhibit C: Form of Deed
Alamo Title Company ("Title Company") acknowledges receipt of $10,000.00 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 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: June 7, 2018

GF#: 4000411601129
Exhibit A

A 2.461 acre tract out of the E. Alexander Survey No. 149, Bexar County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING: At a point on the Southeast R.O.W. line of Loop 13 set for the West corner of this tract, said point being N. 39° 54' 22" E., a distance of 754.12 feet from the intersection of the Southeast R.O.W. line of Loop 13 and the West property line of the 168.704 acre Leiser tract;

THENCE: N. 39° 54' 22" E., a distance of 214.05 feet to an angle point, the North corner of this tract;

THENCE: S. 71° 50' 07" E., a distance of 355.16 feet to an angle point;

THENCE: S. 15° 57' 24" E., a distance of 22.44 feet to an angle point, the East corner of this tract;

THENCE: S. 39° 55' 20" W., a distance of 358.10 feet to an angle point, the South corner of this tract;

THENCE: N. 50° 04' 40" W., a distance of 323.39 feet to the P.C. of a curve;

THENCE: 39.26 feet on an arc of a curve to the right having a radius of 25.00 feet to the POINT OF BEGINNING, containing 2.461 acres, more or less.
Bearing and coordinates are based on Lambert Grid, Texas State Plane Coordinates, 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 1A, Condition 2.

Rex L. Hackett, R.P.L.S., L.S.L.S.
Registered Professional Land Surveyor
License No. 5573
Date: 02-05-2016
Project No. 1800.3916

Exhibit B

Plat showing 0.3393 acres 14,778.3 Sq. Ft. Permanent sanitary sewer easement

Situates in the E. Alexander Survey No. 149, Abstract No. 29, being portion of a 2.461 acre tract quitclaimed to the City of San Antonio in Volume 6731, Page 931 of the Deed Records of Bexar County Texas.
FIELD NOTES DESCRIPTION
Permanent Sanitary Sewer Easement
0.3393 Acres
14,778.3 Sq. Ft.

A 0.3393 acre (14,778.3 Square Foot) sanitary sewer easement situated in the E. Alexander Survey No. 149, Abstract No. 29, N.C.B. 15038, being a portion of that certain 2.461 acre tract of land Quitclaimed to the City of San Antonio in Volume 6731, Page 931 of the Deed Records of Bexar County, Texas; being more particularly described as follows:

BEGINNING: at a ½ inch iron rod (N = 13,720,587.625, E = 2,091,258.503) with cap marked "Baker" found on the Northeastern line of Peace Pipe Drive (60' R.O.W.) for a corner of the said 2.461 acre tract, for a corner of this easement;

THENCE: Along a curve to the right at the intersection of Peace Pipe Drive and Interstate Highway Loop 410 having a Delta angle of 90°09'05"", a Radius of 25.00 feet, an Arc length of 39.34 feet and a Chord bearing of N 05°20'34" W = 35.40 feet to a ½ inch iron rod with cap marked "Baker" found on the Southeastern line of Interstate Highway Loop 410, for a corner of the said 2.461 acre tract, for a corner of this easement;

THENCE: N 39°44'15" E = 213.47 feet along the Southeastern line of said Interstate Highway Loop 410, the Northwestern line of the said 2.461 acre tract to a calculate point for the Northernmost corner of the said 2.461 acre tract, the Northernmost corner of a 0.212 acre Drainage easement in Volume 8791, Page 1514 of the Official Public Records of Real Property of Bexar County, Texas, the same being the Westernmost corner of Drain R.O.W as shown on the plat of Thunderbird Hills, Block 10, Unit 17, N.C.B. 15038 as shown on a plat recorded in Volume 9100, Page 9 of the Deed and Plat Records of Bexar County, Texas, for the Northernmost corner of this easement;

THENCE: S 72°02'32" E = 356.75 feet along the Northeastern line of the said Drainage Easement in Volume 8791, Page 1514, the Southwestern line of the said Drain R.O.W. as shown on the plat of Thunderbird Hills, Unit 17 to a ½ inch iron rod with cap marked "Baker" found for a corner of the said 2.461 acre tract, a corner of the Drain R.O.W as shown on plat of Thunderbird Hills, Unit 17, a corner of the Drainage easement in Volume 8791, Page 1514, for a corner of this easement;

THENCE: S 15°49'33" E = 22.34 feet continuing along a line of the said 2.461 acre tract, a line of the said Drain R.O.W as shown on the plat of Thunderbird Hills, Unit 17, a corner of the said Drainage easement in Volume 8791, Page 1514 to a ½ inch iron rod (N =
13,720,655.548, E = 2,091,737.130) with cap marked “Baker” found on the Northwestern line of Thunderbird Hills, Unit 2, Block 10, N.C.B. 15038 as shown on a plat recorded in Volume 4600, Page 208 of the Deed and Plat Records of Bexar County, Texas, for a corner of the said 2.461 acre tract and a corner of this easement;

**THENCE:** S 39°42’27” W – 30.32 feet along the Southeastern line of the said 2.461 acre tract, the Northwestern line of said Thunderbird Hills, Unit 2 to a point for a corner of this easement, from which a ½ inch iron rod with cap marked “Baker” found on the Northeastern line of Peace Pipe Drive, for the Southernmost corner of the said 2.461 acre tract bears S 39°42’27” W – 327.85 feet;

**THENCE:** N 15°49’33” W – 26.14 feet across the said 2.461 acre tract to a point on the Southwestern line of the said Drainage easement in Volume 8791, Page 1514, for a corner of this easement;

**THENCE:** N 72°02’32” W – 326.39 feet along the Southwestern line of the said Drainage easement in Volume 8791, Page 1514 and across the said 2.461 acre tract to a point for a corner of this easement;

**THENCE:** S 39°44’15” W – 221.56 feet continuing across the said 2.461 acre tract to the **POINT OF BEGINNING** and containing 0.3393 acres (14,778.3 Square Feet) of land, *according to a survey made on the ground under my supervision*

Corresponding plat prepared.
1800.3916 easement.docx

**BEARINGS AND COORDINATES ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93; COORDINATES SHOWN HEREON HAVE AN APPLIED SURFACE SCALE FACTOR OF 1.00017.**

Rex L. Hackett
Licensed State Land Surveyor
Registered Professional Land Surveyor
License Number 5573
EXHIBIT C

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: An approximately 2.461 acre tract(s) of land in Bexar County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with Grantor’s right, title and interest in all improvements thereon, if any, and rights and appurtenances thereto.

Reservations from Conveyance: Grantor reserves from this conveyance a perpetual easement for the use, benefit and control of the SAN ANTONIO WATER SYSTEM over and across the 0.3393 acre area more particularly described on Exhibit B attached hereto and made a part of for all purposes (the “Reserved Easement Area”) for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing sewer lines, facilities and related appurtenances, together with the right of ingress and egress over said Reserved Easement Area for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Reserved Easement Area; the right to remove from said Reserved Easement Area all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby reserved; and Grantee expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that (i) no building or structure of any kind will be placed on said Reserved Easement Area and that removal of any building or structure placed on said Reserved Easement Area shall be at Grantee expense and (ii) Grantee will not change, or cause to be changed, the grade of the Reserved Easement Area, by fill or excavation, by more than two (2) feet without the prior written consent of Grantor, and that the removal and/or correction of such grade change made without Grantor’s consent shall be at Grantee expense. For avoidance of doubt, and
notwithstanding any other provisions of this deed without warranty, no sewer lines located on the Property
are being conveyed to Grantee, and are expressly reserved by Grantor.

**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, together with all and
singular the rights and appurtenances thereto in any way belonging, subject to Exceptions to Conveyance
and Reservations from Conveyance, to have and to hold it to Grantee and Grantee's successors and assigns
forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on
such disclaimer of warranties, including but not limited to any warranties under Section 5.023 of the Texas
Property Code.

By accepting this deed, Grantee acknowledges that the PROPERTY IS BEING CONVEYED IN ITS
PRESENT “AS IS” CONDITION AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT
CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE
ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING,
.promise, statement or other assertion or information with respect to the property made or furnished by or on behalf of, or otherwise
attributed to, Grantor or any of its Agents, Employees, Brokers, Trustees, 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. Grantee further
unequivocally disclaims (I) the existence of any duty to disclose on the
part of Grantor or any of its agents, employees, brokers, trustees,
officials or representatives and (II) any reliance by Grantee on the
silence or any alleged nondisclosure of Grantor or any of its agents,
employees, brokers, trustees, officials 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 herein expressed
has been made to it and hereby disclaims any reliance upon any such
alleged promise or agreement. Grantee has agreed to disclaim
reliance on Grantor and to accept the property “AS-IS” with full
awareness that the property’s prior uses or other matters could
affect its condition, value, suitability or fitness; and Grantee confirms
that Grantee is hereby assuming all risk associated therewith.
Grantee understands that the disclaimers of reliance and other
provisions contained herein could limit any legal recourse or remedy
Grantee otherwise might have. Grantee acknowledges that it has
sought and has relied upon the advice of its own legal counsel
concerning this provision.

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

This conveyance is being made subject to ad valorem taxes for the year 20__ [year of closing] and
all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are
hereby assumed by Grantee.
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 ______________________ by Nancy Belinsky, Vice President and General Counsel of the San Antonio Water System, a municipal utility of the City of San Antonio, on behalf of said municipal utility.

[Seal]

_______________________________
Notary Public, State of Texas
ACCEPTED BY GRANTEE:


STATE OF TEXAS §
COUNTY OF ______ §

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

[Seal]

Notary Public, State of Texas

After recording, return to:
First Amendment to Purchase Agreement

Peacepipe

This First Amendment to Purchase Agreement ("Amendment") is an amendment to that certain Purchase Agreement (the "Agreement") by and between the City of San Antonio by and through the San Antonio Water System ("Seller") and Mayur Patel ("Buyer") dated effective June 7, 2018, concerning property located at Peacepipe, Bexar County, Texas, being more particularly described in the Agreement.

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

1. **Feasibility Period.** The Feasibility Period shall be extended to January 5, 2019 by payment by Buyer to Seller of a certified or cashier’s check in the sum of Two Thousand and No/100 dollars ($2,000.00) on or before November 5, 2018, which amount shall be Independent Consideration for this extension and shall be non-refundable to Buyer except upon Seller default.

2. **Environment Reports.** In the event Buyer obtains a Phase I, Phase II or other environmental assessment of the Property ("Buyer Reports") and Closing of the purchase and sale does not occur, for any reason, Buyer shall, within five (5) days of such termination or failure of Closing to occur, provide to Seller all Buyer Reports, and providing such Buyer Reports shall be a condition precedent to the return of any Earnest Money that Buyer may be entitled to receive back as provided for in the Agreement.

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

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

EXECUTED to be effective as of the 2nd day of November, 2018.

**Seller:**

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

BY:  
Nancy Belinsky  
Vice President and General Counsel

**Buyer:**

Mayur Patel
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO PURCHASE TWO PERMANENT SEWER LINE EASEMENTS AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE SEWER MAIN FROM LIFT STATION 224 TO SOUTHWEST BEXAR SEWER PIPELINE PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of two permanent sewer line easements containing approximately 1.57 acres and a temporary construction easement containing approximately 1.22 acres (the “Easements”) for the Sewer Main from Lift Station 224 to Southwest Bexar Sewer Pipeline Project (SBSP), (the “Project”). It also authorizes the expenditure of $229,275.00 for the Easements.

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

- The Project consists of eliminating Lift Station 224 by installing approximately 3,000 feet of gravity sewer pipe from a point near the existing lift station to the existing manhole at the upstream end of a branch of the SBSP and then dismantling the lift station.

- SAWS and Medio/Bailey Partners, Ltd. (the “Owner”) have agreed on a purchase amount of $229,275.00 for the Easements.

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

The Project Fund will incur acquisition costs and possible legal fees associated with the acquisition of the land rights necessary for this Project. Funding for these land rights are found in the CY 2016 Capital Improvement Program. The project work is included in the Wastewater Core Business – Mains New category budget line item.

The total amount is $229,275.00 for the acquisition of the Easements.

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 TWO PERMANENT SEWER LINE EASEMENTS BEING APPROXIMATELY 1.57 ACRES AND A TEMPORARY CONSTRUCTION EASEMENT BEING APPROXIMATELY 1.22 ACRES FROM MEDIO/BAILEY PARTNERS, LTD. (THE “OWNER”), LOCATED AT THE NORTHEAST CORNER OF FISCHER ROAD AND QUINTANA ROAD, IN BEXAR COUNTY, TEXAS (COLLECTIVELY, THE “EASEMENTS”), FOR THE SEWER MAIN FROM LIFT STATION 224 TO SBSP PROJECT (THE “PROJECT”) IN AN AMOUNT NOT TO EXCEED $229,275.00; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the System has determined that acquisition of the Easements, being depicted in Attachment I and more particularly described in Attachment II, both attached hereto and incorporated herein for all purposes, is necessary for the Project; and

WHEREAS, the property on which the Easements are located is owned by Medio/Bailey Partners, Ltd. (the “Owner”); and

WHEREAS, the Owner has agreed to grant the Easements to the System for the sum of $229,275.00; and

WHEREAS, funds in an amount not to exceed $229,275.00 are available in the Project Fund for the purchase of the Easements; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the acquisition of the Easements for the Project, and (ii) authorize the expenditure of funds in an amount not to exceed $229,275.00 for the acquisition of the Easements; now, therefore:

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

1. That the acquisition of the Easements for the Project is hereby approved.

2. That the expenditure from the Project Fund in the CY 2016 Capital Improvement Program, Wastewater Core Business – Mains New category budget line item in a total amount not to exceed $229,275.00 for the acquisition of the Easements 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 effectuate the acquisition of the Easements and to pay an amount not to exceed $229,275.00 to the Owner (or any other party shown on a title report or commitment as having an interest in the real property) for the acquisition of the Easements.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________
Amy Hardberger, Secretary

Attachments:
I. Aerial Map of Project
II. Permanent and Temporary Easements
IH 35 S
FISCHER RD
IH 35 S ACCESS RD
PVT ST
KAHLIG DR
IH 35 S ACCESS RD
IH 35 S ACCESS RD
PVT ST
LIFT STATION 224 ELIMINATION PROJECT
µ
AERIAL DEPICTION ATTACHMENT I
IH 10 W
IH 37 S
IH 35 S
IH 10 E
IH 35 N
FM 78
FM 1346
US HWY 90 W
BLANCO RD
SW
LOOP 410
US HWY 281 S
E LOOP 1604 S
SE LOOP 410
FM 1937
E FM 1518 N
NW LOOP 410
BANDERA RD
FM 2538
FM 1516 N
W LOOP 1604 N
US HWY 87 E
E LOOP 1604 N
US HWY 281 N
FM 1560 N
NE LOOP 410
FM 476
IH 10 W
IH 10 E
SW LOOP 410
IH 35 S
IH 37 S
IH 35 N
FM 1513 W
FM 1513 S
IH 35 W
FM 1513 N
FM 1513 E
IH 35 E
FM 1513 S
IH 35 W
FM 1513 N
FM 1513 E
IH 35 E
MEDIO BAILEY PARTNERS LTD
Permanent Easement
(1.57 acre)
Temporary Easement
(1.22 acre)
LEGEND
Edwards Aquifer Recharge Zone
Project Site

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

TEMPORARY CONSTRUCTION EASEMENT - SEWER

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS

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

Being 1.22 acres (53,114.680 sq. ft.) of land, being out of Tract 1 in deed unto Medio Bailey Partners, Ltd. in Volume 12857, Page 118 of the Official Public Records of Bexar County, Texas (O.P.R.B.C.T.), said land being more particularly described and/or depicted in Exhibits "A" and "B" attached hereto and made a part hereof (the Temporary Construction Easement Area);

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

Together with the right of ingress and egress over said temporary construction easement area; and GRANTOR expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that, during the term of this temporary construction easement, no building or other obstruction of any kind will be placed by or for GRANTOR or its legal representatives, successors and/or assigns, within said temporary construction easement area.
Grantor reserves the right to use the Easement Area for any use that does not interfere with the rights granted to Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the expiration of this temporary construction easement according to its terms. This conveyance is made and accepted subject to all easements, reservations, restrictions, and other matters of record pertaining to the Easement Area.

And GRANTOR does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when such claim is by, through or under GRANTOR, but not otherwise.

EXECUTED effective this 30th day of January, 2019.

GRANTOR:

MEDIO/BAILEY PARTNERS, LTD, a Texas limited partnership

By: SFD ENTERPRISES, LLC, a Texas limited liability company, its general partner

By:

Name: Richard M. Kleberg III
Title: President

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 30th day of January, 2019, by Richard M. Kleberg III, the President of SFD Enterprises, LLC, a Texas limited liability company, the general partner of MEDIO/BAILEY PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

Susana Alvarez
Notary Public
FIELD NOTES
FOR A 1.22 ACRE (53,114.680 SQUARE FEET)
(25-foot Temporary Construction Easement)

BEING 1.22 acres (53,114.680 square feet) of land, being out of Tract 1 in deed unto Medio Bailey Partners, LTD in Volume 12857, Page 118 of the Official Public Records of Bexar County, Texas (O.P.R.B.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING on the southwest ROW line of Fischer Road (86' ROW) from which a 1/2-inch iron rod found on the south ROW line of Fischer Road for the northeast corner of said Tract 1 same being the northwest corner of Love's Country Store Subdivision, Unit-2, Lot 3, Block 3, County Block 4301, as described by plat in Volume 9658, Page 208, Deed and Plat Records of Bexar County Texas (D.P.R.B.C.T.);

THENCE, South 45°04'05" West, departing the south ROW line of said Fischer Road, and with the common line of said Medio Bailey Partners, LTD tract and said Love's Country Store Subdivision, a distance of 39.59 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for the POINT OF BEGINNING;

THENCE, South 45°04'05" West, continuing along the common line of said Medio Bailey Partners, LTD tract and said Love's Country Store Subdivision a distance of 25.38 feet to a point for the southeast corner of this easement;

THENCE, North 35°02'50" West, departing the common line of said Medio Bailey Partners, LTD tract and said Love's Country Store Subdivision a distance of 411.46 feet to a point for a corner of this easement;

THENCE, continuing across said Medio Bailey Partners, LTD tract, the following four (4), courses and distances;
1) South 54°57'10" West, a distance of 20.74 feet to a point;
2) South 62°00'10" West, a distance of 104.76 feet to a point;
3) South 45°01'21" West, a distance of 522.76 feet for a point of curvature;
4) Along the arc of a curve to the left, said curve having a radius of 1903.40 feet, a central angle of 08°18'52", a chord bearing and distance of South 40°50'08" West 275.97 feet, for an arc distance of 276.21 feet to a point for a corner of this easement;

THENCE, North 51°16'34" West, continuing across said Medio Bailey Partners, LTD. tract a distance of 787.17 feet to a point for the southwest corner of this easement;

THENCE, North 35°58'33" East, continuing across Medio said Bailey Partners, LTD. tract a distance of 25.03 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE" for a corner of this easement;

THENCE, South 51°16'34" East, along the common line of said Medio Bailey Partners, LTD. tract and said USEF RELP Medio, LLC a distance of 762.64 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE" at a non-tangent point of curvature;

THENCE, continuing across said Medio Bailey Partners, LTD tract, the following four (4), courses and distances:
1) Along the arc of a curve to the right, said curve having a radius of 1928.49 feet, a central angle of 07°32'41", a chord bearing and distance of North 41°13'14" East 253.76 feet, for an arc distance of 253.95 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE";
2) North 45°01'21" East, a distance of 526.50 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";
3) North 62°00'10" East, a distance of 106.95 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";
4) North 54°57'05" East, a distance of 44.19 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for a corner of this easement;
THENCE, South 35°02'55" East, continuing across said Medio Bailey Partners, LTD. tract a distance of 432.11 feet to the POINT OF BEGINNING and containing 1.22 acres (53,114.680 square feet) of land.

All bearings are based on the Texas Coordinate System, North American datum 1983 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by dividing the TxDOT conversion factor of 1.00016.

Lynn R. Savory
Registered Professional Land Surveyor 4598

Unintech Consulting Engineers
2431 E. Evans Road
San Antonio, Texas 78259
Phone: 210-641-6003
Project: LS #24 Elimination
Parcel: P17-033T

14" GAS, ELEC., CAT.V. EASEMENT
VOL. 9548, PG. 143
D.P.R.R.B.C.T.

13" R.O.W. DEDICATION
EDGE OF PAVEMENT
VOL. 9553, PG. 24
D.P.R.R.B.C.T.

P17-033 EASEMENT 2
PROPOSED

L13 25' EASEMENT
P17-033T
PROPOSED 25' TEMPORARY CONSTRUCTION EASEMENT
1.22 ACRES

L3

P17-033
BCAD ID NO. 180384
MIDCO BAILEY PARTNERS LTD
REMAINING PORTION OF A CALLED 82.215 ACRE TRACT
TRACT 1
VOL. 12657, PG. 118
D.P.R.R.B.C.T.

MATCHLINE SHEET 5
MATCHLINE SHEET 6

LEGEND

□ = CALCULATED POINT
P.C.O. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY
D.P.R.R.B.C.T. = DEED AND PLAT RECORDS
BEXAR COUNTY, TEXAS
O.P.R.R.B.C.T. = OFFICIAL PUBLIC RECORDS
BEXAR COUNTY, TEXAS
E = PROPERTY LINE
F = FOUND EDGE ROD
G = SET 1/2" IRON ROD WITH UNITECH CAP
H = POWER POLE
I = EASEMENT LINE
X = BARBED WIRE FENCE
// = WOOD FENCE
+ = OVERHEAD ELECTRIC

LINK BEARING DISTANCE
L1 S0°04'40" W 105.59
L2 N0°00'00" W 75.14
L3 N0°30'50" W 411.48
L4 S0°23'20" W 40.78
L5 S0°40'30" W 209.73
L6 S0°35'48" W 287.17
L7 N0°10'34" W 263.63
L8 N0°26'33" E 25.03
L9 N0°14'53" E 224.00
L10 N0°26'17" E 109.08
L11 N0°26'53" E 109.08
L12 N0°07'00" E 44.19

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE SURVEY
CONFORMS TO THE STANDARDS OF PRACTICE SET
FORTH BY THE TEXAS BOARD OF PROFESSIONAL
LAND SURVEYING, AND TO FUTURAL INFORMATION
THAT THE SURVEYOR HAS PERSONAL KNOWLEDGE
OF OR TO INFORMATION WITHIN HIS PROFESSIONAL
EXPERTISE AS A LAND SURVEYOR AND ACCORDING
TO AN ACTUAL SURVEY MADE ON THE GROUND BY
UNINTECH CONSULTING ENGINEERS, INC.

LYNN R. SAVORY, R.P.L.S. No. 4558

FIELD NOTES FOR A 1.22 ACRES
(53,316,315 SQUARE FEET)
25' TEMPORARY CONSTRUCTION EASEMENT
DEEDS A PORTION OF TRACT 1 IN DEED UNTO
MIDCO BAILEY PARTNERS LTD IN VOLUME 12657,
PAGE 118 OF THE OFFICIAL PUBLIC RECORDS
BEXAR COUNTY, TEXAS (O.P.R.R.B.C.T.)

NOTES:
1) BEARINGS ARE BASED ON THE TEXAS
COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD
83. THE COORDINATES ARE GRID AND THE GRID
TO SURFACE SCALE FACTOR IS 1.00016.
2) THIS SURVEY IS ACCOMPANIED BY A SET OF
FIELD NOTES.

UNINTECH CONSULTING
ENGINEERS, INC.
WWW.UNINTECH.COM

DRAWN BY: DR
CHECKED BY: LB
DATE: 3-23-17
JOB NUMBER: 14-114-3
SHEET 3 OF 8
LOCATION MAP

LEGEND

- Calculated Point
- Point of Commencing
- Point of Beginning
- Right of Way
- Deed and Plat Records
- Official Public Records
- Property Line
- Found Iron Rod
- Set 1/2" Iron Rod With Unitech Cap
- Power Pole
- Easement Line
- Barbed Wire Fence
- Wood Fence
- Overhead Electric

P17-034
BCAD ID NO. 1226490
USEF RELP MEDIO, LLC
VOL. 17308, PG. 682
O.P.R.B.C.T.
LOT 4, BLOCK 3, C.B. 4301
VOLLEY SUBDIVISION
VOL. 9894, PGS. 118-121
D.P.R.B.C.T.

P17-033 EASEMENT 2
PROPOSED
L9
25' EASEMENT

P17-033T
PROPOSED 25' TEMPORARY CONSTRUCTION EASEMENT
1.22 ACRES

P17-033
BCAD ID NO. 190394
MEDIQ BAILEY PARTNERS LTD
REMAINING PORTION OF A CALLED 82.215 ACRE TRACT
TRACT 1
VOL. 12857, PG. 118
O.P.R.B.C.T.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE SURVEY
COMPLIES TO THE STANDARDS OF PRACTICE SET
FORTH BY THE TEXAS BOARD OF PROFESSIONAL
LAND SURVEYING, AND TO FACTUAL INFORMATION
SUCH THAT THE SURVEYOR HAS PERSONAL KNOWLEDGE
OF OR TO INFORMATION WITHIN HIS PROFESSIONAL
EXPERTISE AS A LAND SURVEYOR AND ACCORDING
TO AN ACTUAL SURVEY MADE ON THE GROUND BY
UNITECH CONSULTING ENGINEERS, INC.

LYNN R. SAVORY, R.P.L.S. No. 4598

FIELD NOTES FOR A 1.22 ACRES
(53,316.315 SQUARE FEET)
25' TEMPORARY CONSTRUCTION EASEMENT
USING A PORTION OF TRACT 1 IN DEED UNTO
MEDIQ BAILEY PARTNERS, LTD IN VOLUME 12857,
PAGE 118 OF THE OFFICIAL PUBLIC RECORDS
OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T.)

NOTES:
1) Bearings are based on the Texas Coordinate System, South Central Zone, NAD
83. The coordinates are grid and the grid
to surface scale factor is 1.00015.
2) This sketch is accompanied by a set of
field notes.

UNITECH CONSULTING
ENGINEERS, INC.
WWW.UNITECH.COM

DATE: 2-23-17
DRAWN BY: BR
CHECKED BY: LS
SHEET 6 OF 9
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

PERMANENT EASEMENT – SEWER

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS

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

P17-033 EASEMENT 2:
Being 1.22 acres (53,316.315 sq. ft.) of land, being out of Tract 1 in deed unto Medio Bailey Partners, LTD in Volume 12857, Page 118 of the Official Public Records of Bexar County, Texas, 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 lines, facilities and appurtenances to be placed within the above described permanent Easement Area. The Grantee expressly agrees that it will remove from said land all surplus material and will, except for the presence of any at-grade and above ground facilities and appurtenances constructed by Grantee, cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

Together with the right of ingress and egress over said Easement Area and over Grantor’s adjoining lands for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby
granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense. Grantor will not change, or cause to be changed, the grade of the Easement Area, by fill or excavation, by more than two (2) feet without the prior written consent of Grantee, and that the removal and/or correction of such grade change made without Grantee’s consent shall be at Grantor expense.

Grantor reserves the right to use the Easement Area for any use that does not interfere with the rights granted to Grantee.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, its successors and assigns, until the use of said easements shall be abandoned. This conveyance is made and accepted subject to all easements, reservations, restrictions, and other matters of record pertaining to the Easement Area.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when such claim is by, through or under Grantor, but not otherwise.

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 30th day of January, 2019.

(signatures on next page)
GRANTOR:

MEDIO/BAILEY PARTNERS, LTD, a Texas limited partnership

By: SFD ENTERPRISES, LLC, a Texas limited liability company, its general partner

Name: KATHARA M. KLEBERG
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF BURSON

This instrument was acknowledged before me on this 30th day of January, 2019, by Richard M. Kleberg, the President of SFD Enterprises, LLC, a Texas limited liability company, the general partner of MEDIO/BAILEY PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

Susana Alvarez
Notary Public
FIELD NOTES
FOR A 1.22 ACRE (53,316.315 SQUARE FEET)
(25-foot Permanent Sanitary Sewer Easement)

BEING 1.22 acres (53,316.315 square feet) of land, being out of Tract 1 in deed unto Medio Bailey Partners, LTD in Volume 12857, Page 118 of the Official Public Records of Bexar County, Texas (O.P.R.B.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING on the southwest ROW line of Fischer Road (86' ROW) from which a 1/2-inch iron rod found on the south ROW line of Fischer Road for the northeast corner of said Tract 1 same being the northwest corner of Love's Country Store Subdivision, Unit-2, Lot 3, Block 3, County Block 4301, as described by plat in Volume 9658, Page 208, Deed and Plat Records of Bexar County Texas (D.P.R.B.C.T.);

THENCE, South 45°04’05” West, departing the south ROW line of said Fischer Road, and with the common line of said Medio Bailey Partners, LTD. tract and said Love's Country Store Subdivision, a distance of 14.22 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for the POINT OF BEGINNING;

THENCE, South 45°04’05” West, continuing along the common line of said Medio Bailey Partners, LTD tract and said Love's Country Store Subdivision a distance of 25.38 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for the southeast corner of this easement;

THENCE, North 35°02’50” West, departing the common line of said Medio Bailey Partners, LTD tract and said Love's Country Store Subdivision across said Medio Bailey Partners, LTD tract a distance of 432.11 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for a corner of this easement;
THENCE, continuing across said Medio Bailey Partners, LTD tract, the following four (4), courses and distances;

1) South 54°57'05" West, a distance of 44.20 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

2) South 62°00'10" West, a distance of 106.95 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

3) South 45°01'21" West, a distance of 526.50 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE", for a point of curvature;

4) Along the arc of a curve to the left, said curve having a radius of 1928.49 feet, a central angle of 07°32'41", a chord bearing and distance of South 41°13'14" West 253.76 feet, for an arc distance of 253.95 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE" for a corner of this easement;

THENCE, North 51°16'34" West, continuing across said Medio Bailey Partners, LTD. tract a distance of 762.64 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE" for the southwest corner of this easement;

THENCE, North 36°00'17" East, continuing across said Medio Bailey Partners, LTD. tract a distance of 25.03 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE" on the southwest line of Lot 4, Block 3, County block 4301, in deed unto USEF RELP Medio, LLC, described in Volume 17308, Page 662, Official Public Records of Bexar County Texas (O.P.R.B.C.T.), platted in the Volley Subdivision Volume 9884, Pages 119-121, Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.), for the northwest corner of this easement;

THENCE, South 51°16'34" East, along the common line of said Medio Bailey Partners, LTD. tract and said USEF RELP Medio, LLC tract passing a Mag Nail found being the south corner of said Lot 4, Block 3, County Block 4301 in deed unto USEF RELP Medio, LLC at a distance of 708.42 feet and continuing for a total distance of 738.43 feet at a non-tangent point of curvature;
THENCE, continuing across said Medio Bailey Partners, LTD tract, the following six (6), courses and distances;

1) Along the arc of a curve to the right, said curve having a radius of 1953.39 feet, a central angle of 05°35'56", a chord bearing and distance of North 40°59'50" East 190.81 feet, for an arc distance of 190.88 feet to a 1/2-inch iron rod set with a plastic cap stamped "UCE";

2) North 44°23'02" East, a distance of 40.05 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

3) North 44°58'17" East, a distance of 499.09 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

4) North 45°55'09" East, a distance of 32.10 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

5) North 62°00'11" East, a distance of 108.94 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE";

6) North 54°57'05" East, a distance of 67.66 feet to a 1/2-inch iron rod set with plastic cap stamped "UCE" for a corner of this easement;

THENCE, South 35°02'50" East, continuing across said Medio Bailey Partners, LTD. tract a distance of 452.75 feet to the **POINT OF BEGINNING** and containing 1.22 acres (53,316.315 square feet) of land.

All bearings are based on the Texas Coordinate System, North American datum 1983 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by dividing the TxDOT conversion factor of 1.00016.

__________________________________________

Lynn R. Savory
Registered Professional Land Surveyor 4598

Date

Unintech Consulting Engineers
2431 E. Evans Road
San Antonio, Texas 78259
Phone; 210-641-6003

3 of 9
FIELD NOTES FOR A .22 ACRES

2021 Permit

27 Foot Easement

200 Foot Fence

- = Overhead Electric
- = 100 Foot Fence
- = Street Light
- = Drainage
- = Property Line
- = Water Main
- = Fence
- = Power Pole
- = Unincorporated Area
- = Survey Control
- = County Road
- = State Road
- = Property of
- = Right of Way
- = Point of Beginning
- = Common Area
- = Existing Easement
- = Proposed Easement
- = Easement

Location Map

Field: PT-322 Easement
Project: LS 422 Easement
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

PERMANENT EASEMENT – SEWER

STATE OF TEXAS

COUNTY OF BEXAR

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

Being 0.35 of an acre (15,075.185 sq. ft.) of land, being a remaining portion of the closed and abandoned right-of-way (ROW) of Quintana Road as closed by Book 26, Page 80 of the Road Minutes of Bexar County, Texas, same being described as Tract 3 in deed unto Medio Daily Partners, LTD in Volume 12857, Page 118 of the Official Public Records of Real Property of Bexar County Texas, 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 lines, facilities and appurtenances to be placed within the above described permanent Easement Area. The Grantee expressly agrees that it will remove from said land all surplus material and will, except for the presence of any at-grade and above ground facilities and appurtenances constructed by Grantee, cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

Together with the right of ingress and egress over said Easement Area and over Grantor’s adjoining lands for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with
the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby
granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors
and/or assigns, that no building or structure of any kind will be placed on said Easement Area and
that removal of any building or structure placed on said Easement Area shall be at Grantor expense.
Grantor will not change, or cause to be changed, the grade of the Easement Area, by fill or
excavation, by more than two (2) feet without the prior written consent of Grantee, and that the
removal and/or correction of such grade change made without Grantee’s consent shall be at
Grantor expense.

Grantor reserves the right to use the Easement Area for any use that does not interfere with the
rights granted to Grantee.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, its
successors and assigns, until the use of said easements shall be abandoned. This conveyance is
made and accepted subject to all easements, reservations, restrictions, and other matters of record
pertaining to the Easement Area.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant
and forever defend all and singular the above described easement and rights unto the said Grantee,
its successors and assigns, against every person whomsoever lawfully claiming or to claim the
same or any part thereof, when such claim is by, through or under Grantor, but not otherwise.

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 30th day of January, 2019.

{signatures on next page}
GRANTOR:

MEDIO/BAILEY PARTNERS, LTD, a Texas limited partnership

By: SFD ENTERPRISES, LLC, a Texas limited liability company, its general partner

[Signature]

By: [Signature]

Names: [Signature]

Title: President

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on this 30th day of January, 2019, by Richard M. Kliburg, President of SFD Enterprises, LLC, a Texas limited liability company, the general partner of MEDIO/BAILEY PARTNERS, LTD, a Texas limited partnership, on behalf of said limited partnership.

Susana Alvarez
Notary Public
FIELD NOTES

FOR A 0.35 OF AN ACRE (15,075.185 SQUARE FEET)

(15-foot Permanent Sanitary Sewer Easement)

BEING 0.35 of an acre (15,075.185 square feet) of land, being a remaining portion of the closed and abandoned right-of-way (ROW) of Quintana Road as closed by Book 26, Page 80 of the Road Minutes of Bexar County, Texas same being described as Tract 3 in deed unto Medio Bailey Partners, LTD in Volume 12857, Page 118 of the Official Public Records of Bexar County, Texas (O.P.R.B.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a point on the southwest ROW line of Fischer Road (86' ROW), being the intersection of the north ROW of the closed and abandoned ROW of Quintana Road as closed by Book 26, Page 80 of the Road Minutes of Bexar County, Texas same being the south line of a BNSF Railway Company ROW (100' ROW), and the north line of a existing 20 foot Union Pacific Railroad ROW, from whence a 1/2-inch iron rod found bears South 34°50'02" West, a distance of 0.3 feet;

THENCE, South 35°58'34" West, continuing along the common line of said closed and abandoned Quintana Road, said BNSF Railway Company ROW and said existing Union Pacific Railroad ROW, a distance of 2245.86 feet to a point for the southwest corner of the remaining portion of a called 82.215 acre tract described in a deed to Medio Bailey Partners, LTD as Tract 1 in Volume 12857, Page 118, O.P.R.B.C.T. same being the northwest corner of 164.869 acres as described in deed unto SFD / Medio Creek Land Partnership, LTD. in Volume 10637, Page 1640, O.P.R.B.C.T. from whence a 1/2-inch iron rod found bears North 42°00'29" East, a distance of 0.3 feet;
THENCE, South 31°05'27" East, departing the common line of said BNSF Railway Company ROW, said closed and abandoned Quintana Road, and said existing Union Pacific Railroad ROW and with the common line of said Medio Bailey Partners, LTD tract and said 164.869 acre tract, crossing said existing Union Pacific Railroad ROW a distance of 65.16 feet, to 1/2-inch iron rod set with plastic cap stamped "UCE" for the POINT OF BEGINNING;

THENCE, North 35°58'33" East, crossing the said closed and abandoned Quintana Road and departing the common line of said Medio Bailey Partners, LTD tract and said 164.869 acre tract, a distance of 1,002.20 feet to 1/2-inch iron rod set with plastic cap stamped "UCE", for the northwest corner of this easement;

THENCE, South 51°16'34" East, a distance of 15.02 feet to 1/2-inch iron rod set with plastic cap stamped "UCE" for the northeast corner of this easement;

THENCE, South 35°58'33" West, crossing Medio Bailey Partners, LTD tract a distance of 1,007.83 feet to a point on the common line of said 164.869 acre tract and said Medio Bailey Partners, LTD tract to a 1/2-inch iron rod set with plastic cap stamped "UCE" for the southeast corner of this easement;

THENCE, North 31°05'27" West, along the common line of said 164.869 acre tract and said Medio Bailey Partners, LTD tract a distance of 16.29 feet to the POINT OF BEGINNING and containing 0.35 of an acre (15,075.185 square feet) of land.
All bearings are based on the Texas Coordinate System, North American Datum 1983 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by dividing the TxDOT conversion factor of 1.00016.

Lynn R. Savory
Registered Professional Land Surveyor 4588

Unintech Consulting Engineers
2431 E. Evans Road
San Antonio, Texas 78259
Phone 210-641-8003

Date
LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS

= PROPERTY LINE
FOUND IRON ROD
SET 1/2" IRON ROD
UNITECH CAP
POWER POLE
EASEMENT LINE
BARBED WIRE FENCE
WOOD FENCE
OVERHEAD ELECTRIC

NOTES:
1) Bearings are based on the Texas Coordinate System, South Central Zone, NAD 83. The coordinates are grid and the grid to surface scale factor is 1.00016.
2) This sketch is accompanied by a set of field notes.

FIELD NOTES FOR A 0.35 ACRE
(15,075.185 SQUARE FEET)

PERMANENT SANITARY SEWER EASEMENT

BEING A PORTION OF A CALLED REMAINING PORTION OF THE CLOSED AND ABANDONED ROW OF QUINTANA RD AS CLOSED BY BOOK 26, PAGE 80 OF THE ROAD MINUTES OF BEXAR COUNTY, TEXAS SAME BEING DESCRIBED AS TRACT 1 IN DEED UNTIL MEZO BAILEY PARTNERS LTD IN VOLUME 12857, PAGE 118 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T.)

I HEREBY CERTIFY THAT THE ABOVE SURVEY CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND TO FACTUAL INFORMATION THAT THE SURVEYOR HAS PERSONAL KNOWLEDGE OF OR TO INFORMATION WITHIN HIS PROFESSIONAL EXPERTISE AS A LAND SURVEYOR AND ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY UNITECH CONSULTING ENGINEERS, INC.

LYNN R. SAVORY, R.PLS., A 4598

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE SURVEY CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND TO FACTUAL INFORMATION THAT THE SURVEYOR HAS PERSONAL KNOWLEDGE OF OR TO INFORMATION WITHIN HIS PROFESSIONAL EXPERTISE AS A LAND SURVEYOR AND ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY UNITECH CONSULTING ENGINEERS, INC.

LYNN R. SAVORY, R.PLS., A 4598

SCALE: 1" = 50'
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: REQUESTING THE SAN ANTONIO CITY COUNCIL TO DECLARE THE SAN ANTONIO WATER SYSTEM’S E-4 BULVERDE AREA SEWER CAPACITY RELIEF AND STORAGE AT LOOP 1604 PROJECT A PUBLIC NECESSITY

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution requests the San Antonio City Council declare the San Antonio Water System’s (SAWS) E-4 Bulverde Area Sewer Capacity Relief and Storage at Loop 1604 Project (the “Project”) a public necessity to obtain for public use, the permanent sewer easements and temporary construction easements that are required for the Project’s construction and operation, and authorizes the General Counsel and/or designated special counsel to file eminent domain proceedings, if necessary.

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

- On April 3, 2018, by Resolution No. 18-092, the SAWS Board of Trustees approved a Utility Service Agreement (USA) to provide sewer and/or wastewater services to a tract of land known as the NWC Bulverde 1604 Tract, a 60.91 acre tract, being developed by Oden Hughes, LLC, (the “Developer”), and the construction of approximately 6,000 feet of 42-inch sewer main at minimum slope, or the capacity equivalent, in order to conform with the Wastewater Infrastructure Master Plan.

- The Project consists of the construction of approximately 1.14 miles of sewer pipe to alleviate the capacity constraint in the existing sewer infrastructure due to upstream growth. The existing infrastructure has been identified as necessary to rehabilitate due to condition and was prioritized as part of the EPA Consent Decree. The Project will be constructed pursuant to a future tri-lateral agreement between SAWS, the Developer and the contractor.

- The Project will require the acquisition of real property being nine permanent sewer easements and nine temporary construction easements.
• SAWS intends to use every effort available to obtain the required permanent sewer easement and temporary construction easement land rights through good faith negotiations, but may require eminent domain if the negotiations fail.

• The general location of the Project is set out in Attachment I to the Resolution and a description of the route is set out in Attachment II to the Resolution, both attached hereto and incorporated herein for all purposes.

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

Staff recommends that the Board approve this Resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2020 Capital Improvement Program. This additional work is included in the Sewer Delivery Core Business, Central Sewer Integration Pipeline project budget line.

Bruce A. Haby  
Manager  
Corporate Real Estate  

Nancy Belinsky  
Vice President and General Counsel  

APPROVED:

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


WHEREAS, the Project consists of installation of new sewer infrastructure; and

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

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

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

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

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

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

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

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

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

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

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Amy Hardberger, Secretary

Attachments:
I. Aerial Map of Project
II. Description of Project Alignment
E-4 BULVERDE AREA SEWER CAPACITY RELIEF AND STORAGE AT LOOP 1604 PROJECT

AERIAL DEPICTION ATTACHMENT I
Route Description

Starting from a point at the northeast quadrant of Loop 1604 and Bulverde Road, then heading south across Loop 1604, then heading in a southwest direction across Classen Road and running parallel to Bulverde Road, then heading south and west to a point at the intersection of Bulverde Road and Redland Road.

Project Located In: NCB 17365, 17726, 17728
AGENDA ITEM NO. 25

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 NEGOTIATE AND EXECUTE A MASTER SITE JOINT USE AGREEMENT WITH THE CITY OF SAN ANTONIO FOR THE ALAMO AREA REGIONAL RADIO SYSTEM

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer or his duly appointed designee to negotiate and execute a Master Site Joint Use Agreement (the “Agreement”) between the San Antonio Water System (SAWS) and the City of San Antonio (the “City”) for the joint use of five SAWS controlled properties to install communication equipment, including antennas and towers for the Alamo Area Regional Radio System.

- The City, Bexar County (the “County”) and City Public Service Energy (CPS Energy) are co-owners of a new P25 compliant public safety radio system, referred to as the Alamo Area Regional Radio System (AARRS), which, upon completion of construction and testing, will replace the current safety radio system.

- AARRS is intended to meet the public and life safety radio communications needs of the City, the County, and CPS Energy as well as municipalities, colleges, and other entities within the boundaries of Bexar County that become users of the AARRS.

- There are five SAWS controlled properties to be utilized for AARRS (collectively referred to as the “Properties”). Two of the sites will be used by the City for the construction of infrastructure, and three sites will utilize existing SAWS infrastructure.

- The Agreement will have a primary term of 14 years. SAWS existing infrastructure sites will have three, five-year extensions for a total possible term of 29 years and the SAWS ground sites will have five, five-year extensions for a total possible term of 39 years.

- SAWS will receive 450 subscriptions to utilize the AARRS as consideration for the use of SAWS controlled properties. SAWS would continue to receive either AARRS (or any successor system) subscription benefits or fair market value monetary consideration during the extension terms.
Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

It is estimated the cash equivalent of the exchange of the use of SAWS controlled property and the value of the subscriptions SAWS will be able to use is approximately $2.7 million. The Joint Use Agreement will not require any expenditures of funds from the System.

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 AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO NEGOTIATE AND EXECUTE A MASTER SITE JOINT USE AGREEMENT (THE “AGREEMENT”) WITH THE CITY OF SAN ANTONIO (THE “CITY”) FOR THE JOINT USE OF FIVE SYSTEM CONTROLLED PROPERTIES TO INSTALL COMMUNICATION EQUIPMENT INCLUDING ANTENNAS AND TOWERS FOR THE ALAMO AREA REGIONAL RADIO SYSTEM; FINDING THIS RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City, Bexar County (the “County”) and City Public Service Energy (CPS Energy) are co-owners of a new P25 compliant public safety radio system, referred to as the Alamo Area Regional Radio System (AARRS), which, upon completion of construction and testing, will replace the current safety radio system; and

WHEREAS, the AARRS is intended to meet the public and life safety radio communications needs of the City, County, and CPS Energy as well as municipalities, colleges, and other entities within the boundaries of Bexar County that become users of the AARRS; and

WHEREAS, the System will be a user of the AARRS and thus this Agreement serves a public purpose for all parties; and

WHEREAS, the System is the beneficial owner of five properties that will be utilized by AARRS (the “Properties”); and

WHEREAS, the San Antonio Water System Board of Trustees desires to authorize the President/Chief Executive Officer or his duly appointed designee to negotiate and execute an Agreement with the City for the joint use of the Properties for the AARRS; now, therefore:

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

1. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to negotiate and execute an Agreement with the City for use of the Properties for the AARRS.
2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal inoperative or invalid, or if any exception to 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. The resolution becomes effective immediately upon its passage.

   PASSED AND APPROVED this 12th day February, 2019.

   ________________________________
   Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gordon Mahan, Director, Distribution and Collection, 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 2019 ANNUAL ASPHALT OVERLAY WORK ORDER CONSTRUCTION CONTRACT, PACKAGE I

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to J&P Paving Co., Inc., a local, MBE-Hispanic contractor, in an amount not to exceed $1,644,082.30, in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package I.

- Following the repair or replacement of San Antonio Water System (SAWS) buried infrastructure, restoration of asphalt paving may be required. The City of San Antonio requires curb to curb mill and overlay of asphalt roadways that were previously in good condition prior to SAWS repair work. This type of restoration cannot be completed by SAWS forces due to equipment requirements and workload; therefore, this contract provides contractor support to assist Distribution and Collection Operations with asphalt construction activities.

- This type of annual contract, which has unit prices for various predefined line items, has been in place since 2003, increasing available resources and reducing cycle times, thus providing our customers with improved service.

- Work orders will be issued and managed by SAWS operations staff and will be charged against the contract as executed for a time period of up to one year or until funds have been exhausted and with the option to renew for an additional one year.

- The standard construction bidding process was used for this contract.

- J&P Paving Co., Inc. has submitted the lowest responsible bid of $1,644,082.30.

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

The cost will be paid from System funds in the 2019 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5029000, Account: 511222, Total amount: $1,644,082.30). The SAWS job number for this project is 19-0116.

SUPPLEMENTARY COMMENTS:

SAWS staff prepared the specifications for this project. The bid opening was held on December 17, 2018 at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,526,000.00</td>
<td></td>
</tr>
<tr>
<td>J&amp;P Paving Co., Inc.*</td>
<td>$1,644,082.30</td>
<td>Local / MBE-Hispanic</td>
</tr>
<tr>
<td>San Antonio Constructors, Ltd</td>
<td>$1,672,060.00</td>
<td>Local / SBE</td>
</tr>
<tr>
<td>Clark Construction of Texas, Inc.</td>
<td>$2,644,278.05</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 7.74 percent increase from the estimated construction cost.

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

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>SMWVB Analysis – Board Award</strong></td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>2.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.98%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>96.41%</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>0.61%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
2019 Annual Asphalt Overlay Work Order
Construction Contract, Package I

Gordon Mahan
Director
Distribution and Collection

APPROVED:

Michael S. Brinkmann
Vice President
Distribution and Collection Operations

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO J&P PAVING CO., INC. IN AN AMOUNT NOT TO EXCEED $1,644,082.30 IN CONNECTION WITH THE 2019 ANNUAL ASPHALT OVERLAY WORK ORDER CONSTRUCTION CONTRACT, PACKAGE I; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,644,082.30 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 J&P PAVING CO., INC., AND TO PAY J&P PAVING CO., INC. AN AMOUNT NOT TO EXCEED $1,644,082.30 FOR THE SYSTEM’S OBLIGATIONS UNDER THE TERMS OF THE CONTRACT 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, following the repair or replacement of the San Antonio Water System’s (the “System”) buried infrastructure, restoration of asphalt paving may be required; this contract provides contractor support to assist Distribution and Collection Operations with asphalt construction activities (the “project work”) that cannot be completed in-house due to workload and staffing; and

WHEREAS, annual work order asphalt overlay contracts have been successfully implemented in the past; and

WHEREAS, this contract will allow for work orders with defined scopes to be issued to a contractor, increasing available resources, allowing for a quicker response time, and reducing cycle times, thus providing our customers with improved service; and

WHEREAS, J&P Paving Co., Inc., a local, MBE-Hispanic contractor, has submitted a bid in the amount of $1,644,082.30 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount not to exceed amount of $1,644,082.30 are required for the project work; and

WHEREAS, the total amount of $1,644,082.30 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 J&P Paving Co., Inc. in an amount not to exceed $1,644,082.30 in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package I, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,644,082.30 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 J&P Paving Co., Inc., and to pay J&P Paving Co., Inc. an amount not to exceed $1,644,082.30 for the System’s obligations under the terms of the contract for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $1,644,082.30 is hereby awarded to J&P Paving Co., Inc., who is determined to be the lowest responsible bidder, in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package I.

2. That the expenditure of funds in an amount not to exceed $1,644,082.30 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 J&P Paving Co., Inc., and to pay J&P Paving Co., Inc. an amount not to exceed $1,644,082.30 for the System’s obligations under the terms of the contract for the project work.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 12\textsuperscript{th} day of February, 2019.

\hfill Berto Guerra, Jr., Chairman

\textbf{ATTEST:}

\hfill Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gordon Mahan, Director, Distribution and Collection, 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 2019 ANNUAL ASPHALT OVERLAY WORK ORDER CONSTRUCTION CONTRACT, PACKAGE II

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to San Antonio Constructors, Ltd., a local, SBE contractor, in an amount not to exceed $1,629,560.00, in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package II.

- Following the repair or replacement of San Antonio Water System (SAWS) buried infrastructure, restoration of asphalt paving may be required. The City of San Antonio requires curb to curb mill and overlay of asphalt roadways that were previously in good condition prior to SAWS repair work. This type of restoration cannot be completed by SAWS forces due to equipment requirements and workload; therefore, this contract provides contractor support to assist Distribution and Collection Operations with asphalt construction activities.

- This type of annual contract, which has unit prices for various predefined line items, has been in place since 2003, increasing available resources and reducing cycle times, thus providing our customers with improved service.

- Work orders will be issued and managed by SAWS operations staff and will be charged against the contract as executed for a time period of up to one year or until funds have been exhausted and with the option to renew for an additional one year.

- The standard construction bidding process was used for this contract.

- San Antonio Constructors, Ltd. has submitted the lowest responsible bid of $1,629,560.00.

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

The cost will be paid from System funds in the 2019 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5029000, Account: 511222, Total amount: $1,629,560.00). The SAWS job number for this project is 19-0117.

SUPPLEMENTARY COMMENTS:

SAWS staff prepared the specifications for this project. The bid opening was held on December 17, 2018 at 1:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's Estimate</td>
<td>$1,526,000.00</td>
<td></td>
</tr>
<tr>
<td>San Antonio Constructors, Ltd.*</td>
<td>$1,629,560.00</td>
<td>Local / SBE</td>
</tr>
<tr>
<td>J&amp;P Paving Co., Inc.</td>
<td>$1,944,142.50</td>
<td>Local / MBE-Hispanic</td>
</tr>
<tr>
<td>Clark Construction of Texas, Inc.</td>
<td>$2,644,278.05</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 6.79 percent increase from the estimated construction cost.

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

<table>
<thead>
<tr>
<th>2019 Annual Asphalt Overlay Work Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract, Package II</td>
</tr>
<tr>
<td>San Antonio Constructors, Ltd.</td>
</tr>
</tbody>
</table>

SMWVB Analysis – Board Award

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>81.94%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
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<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>12.31%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>1.64%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>4.10%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
2019 Annual Asphalt Overlay Work Order
Construction Contract, Package II

Gordon Mahan
Director
Distribution and Collection

APPROVED:

Michael S. Brinkmann
Vice President
Distribution and Collection Operations

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO SAN ANTONIO CONSTRUCTORS, LTD. IN AN AMOUNT NOT TO EXCEED $1,629,560.00 IN CONNECTION WITH THE 2019 ANNUAL ASPHALT OVERLAY WORK ORDER CONSTRUCTION CONTRACT, PACKAGE II; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,629,560.00 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 SAN ANTONIO CONSTRUCTORS, LTD., AND TO PAY SAN ANTONIO CONSTRUCTORS, LTD. AN AMOUNT NOT TO EXCEED $1,629,560.00 FOR THE SYSTEM'S OBLIGATIONS UNDER THE TERMS OF THE CONTRACT 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, following the repair or replacement of the San Antonio Water System’s (the “System”) buried infrastructure, restoration of asphalt paving may be required; this contract provides contractor support to assist Distribution and Collection Operations with asphalt construction activities (the “project work”) that cannot be completed in-house due to workload and staffing; and

WHEREAS, annual work order asphalt overlay contracts have been successfully implemented in the past; and

WHEREAS, this contract will allow for work orders with defined scopes to be issued to a contractor, increasing available resources, allowing for a quicker response time, and reducing cycle times, thus providing our customers with improved service; and

WHEREAS, San Antonio Constructors, Ltd., a local, SBE contractor, has submitted a bid in the amount of $1,629,560.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the not to exceed amount of $1,629,560.00 are required for the project work; and
WHEREAS, the total amount of $1,629,560.00 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 San Antonio Constructors, Ltd. in an amount not to exceed $1,629,560.00 in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package II, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,629,560.00 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 San Antonio Constructors, Ltd., and to pay San Antonio Constructors, Ltd. an amount not to exceed $1,629,560.00 for the System’s obligations under the terms of the contract for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $1,629,560.00 is hereby awarded to San Antonio Constructors, Ltd., who is determined to be the lowest responsible bidder, in connection with the 2019 Annual Asphalt Overlay Work Order Construction Contract, Package II.

2. That the expenditure of funds in an amount not to exceed $1,629,560.00 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 San Antonio Constructors, Ltd., and to pay San Antonio Constructors, Ltd. an amount not to exceed $1,629,560.00 for the System’s obligations under the terms of the contract for the project work.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that 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 12th day of February, 2019.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Amy Hardberger, 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 2019 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 1

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Texas Pride Utilities, LLC, a local, MBE-Hispanic firm, in an amount not to exceed $2,116,605.00 in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1.

- Building/Private Property Backups are defined by the Consent Decree as 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.

- Texas Pride Utilities, LLC has submitted the lowest responsible bid of $2,116,605.00.

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

Funds for these contract services to be provided during FY 2019 were included in the FY 2019 Annual Operating Budget. The System Fund will finance the amount of $2,116,605.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account 511220). The SAWS job number for the renewal of sewer laterals is 19-1402 (CIP). The SAWS job number for all other work is 19-0101 (O&M).

Funds for these contract services to be provided during FY 2020 will be paid from System funds budgeted in the 2020 Budget, pursuant to and contingent upon Board approval of the 2020 budget with a line item for such expenditures (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS staff prepared the specifications for this project. The engineer’s estimated construction cost is $2,500,000.00.

A bid opening was held on December 20, 2018, at 10:00 a.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Pride Utilities, LLC*</td>
<td>$2,116,605.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$2,249,710.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,500,000.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$2,500,972.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,541,175.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$2,689,875.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Nerie Construction, LLC</td>
<td>$2,818,320.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil-Field Services Co., Inc.</td>
<td>$2,989,982.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 15.3 percent decrease from the engineer’s 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>94.33%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.94%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>95.27%</td>
</tr>
</tbody>
</table>

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 TEXAS PRIDE UTILITIES, LLC IN AN AMOUNT NOT TO EXCEED $2,116,605.00 IN CONNECTION WITH THE 2019 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 1; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $2,116,605.00 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 TEXAS PRIDE UTILITIES, LLC, AND TO PAY TEXAS PRIDE UTILITIES, LLC AN AMOUNT NOT TO EXCEED $2,116,605.00 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, Texas Pride Utilities, LLC, a local, MBE-Hispanic firm, submitted a bid in the amount of $2,116,605.00 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, the total amount of $2,116,605.00 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 Texas Pride Utilities, LLC in an amount not to exceed $2,116,605.00 in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1, (ii) approve and make available an amount not to exceed $2,116,605.00 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 Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC an amount not to exceed $2,116,605.00 for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $2,116,605.00 is hereby awarded to Texas Pride Utilities, LLC, who is determined to be the lowest responsible bidder, in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 1.

2. That the expenditure of funds in an amount not to exceed $2,116,605.00 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 Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC an amount not to exceed $2,116,605.00 in connection with the 2019 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 12th day of February, 2019.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Amy Hardberger, 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 2019 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 2

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Texas Pride Utilities, LLC, a local, MBE-Hispanic firm, in an amount not to exceed $2,188,955.00 in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2.

- Building/Private Property Backups are defined by the Consent Decree as 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.

- Texas Pride Utilities, LLC has submitted the lowest responsible bid of $2,188,955.00.

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

Funds for these contract services to be provided during FY 2019 were included in the FY 2019 Annual Operating Budget. The System Fund will finance the amount of $2,188,955.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account 511220). The SAWS job number for the renewal of sewer laterals is 19-1402 (CIP). The SAWS job number for all other work is 19-0101 (O&M).

Funds for these contract services to be provided during FY 2020 will be paid from System funds budgeted in the 2020 Budget, pursuant to and contingent upon Board approval of the 2020 budget with a line item for such expenditures (Company: 1000; Accounting Unit: 5044500; Account: 511220).

SUPPLEMENTARY COMMENTS:

SAWS staff prepared the specifications for this project. The engineer’s estimated construction cost is $2,500,000.00.

A bid opening was held on December 20, 2018 at 2:30 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Pride Utilities, LLC*</td>
<td>$2,188,955.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$2,226,960.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$2,236,252.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$2,499,950.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,500,000.00</td>
<td></td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,500,775.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating and Oil Field Services Co., Inc.</td>
<td>$2,537,982.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Nerie Construction, LLC</td>
<td>$2,651,370.00</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 12.4 percent decrease from the engineer’s 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>
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</tr>
<tr>
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<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>94.33%</td>
</tr>
<tr>
<td>MBE - Other</td>
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<tr>
<td>WBE - Minority</td>
<td>0.94%</td>
</tr>
<tr>
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<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
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</tbody>
</table>

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 TEXAS PRIDE UTILITIES, LLC IN AN AMOUNT NOT TO EXCEED $2,188,955.00 IN CONNECTION WITH THE 2019 SANITARY SEWER LATERALS RENEWAL AND REPAIR CONSTRUCTION CONTRACT, PACKAGE 2; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $2,188,955.00 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 TEXAS PRIDE UTILITIES, LLC, AND TO PAY TEXAS PRIDE UTILITIES, LLC AN AMOUNT NOT TO EXCEED $2,188,955.00 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, Texas Pride Utilities, LLC, a local, MBE-Hispanic firm, submitted a bid in the amount of $2,188,955.00 for the project work, and has been determined to be the lowest responsible bidder; and

WHEREAS, the total amount of $2,188,955.00 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 Texas Pride Utilities, LLC in an amount not to exceed $2,188,955.00 in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2, (ii) approve and make available an amount not to exceed $2,188,955.00 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 Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC an amount not to exceed $2,188,955.00 for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $2,188,955.00 is hereby awarded to Texas Pride Utilities, LLC, who is determined to be the lowest responsible bidder, in connection with the 2019 Sanitary Sewer Laterals Renewal and Repair Construction Contract, Package 2.

2. That the expenditure of funds in an amount not to exceed $2,188,955.00 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 Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC an amount not to exceed $2,188,955.00 in connection with the 2019 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 12th day of February, 2019.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Amy Hardberger, 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 2019 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONSTRUCTION CONTRACT, PACKAGE 1

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, in an amount not to exceed $1,268,180.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 1.

- The San Antonio Water System (SAWS) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras. SAWS is also required to visually inspect all other mains and clean all mains over a 10-year period.

- Inherent with such a program, there are occasions when pipe defects obstruct the passage of the cleaning nozzle and/or the television inspection camera, requiring point repairs to the pipe. Additionally, numerous manholes require adjustment in order to access the mains for cleaning and inspection. Repair or renewal of sewer service laterals is required when service to the customer is adversely impacted.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary point repairs, manhole adjustments and lateral work.

- The contract will allow for work orders to be issued. The work orders will be issued and managed by SAWS Distribution and Collection Operations and Sewer System Improvements staff, and will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc. has submitted the lowest responsible bid of $1,268,180.00.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Funds for these contract services to be provided during FY 2019 were included in the FY 2019 Annual Operating Budget and will be financed with revenues from the System Fund. The System Fund will finance the amount of $1,268,180.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account: 511220). The SAWS job number is 19-1402 (CIP) for the renewal of any sewer laterals and 19-1403 (CIP) for the renewal of any manholes. The SAWS job number for all other work is 19-0106 (O&M).

Funds for these contract services to be provided during FY 2020 will be paid from System funds budgeted in the 2020 Budget, pursuant to and contingent upon Board approval of the 2020 budget with a line item for such expenditures. (Company: 1000; Accounting Unit: 5044500; Account: 511220).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the specifications for this project. The engineer’s estimated construction cost is $1,500,000.00.

The bid opening was held on January 14, 2019 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>$1,268,180.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,500,000.00</td>
<td></td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,671,098.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$2,389,945.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 15.5 percent decrease from the engineer’s estimated construction cost.

The construction contract will remain in full force for a period of 548 calendar days from the Notice to Proceed date or until funds are exhausted from the contract.
Additionally, the overall SMWVB analysis is shown in the following table:

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<tr>
<th>SMWVB Analysis – Board Award</th>
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<tbody>
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<td>SBE</td>
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<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>

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 FACILITIES REHABILITATION, INC. IN AN AMOUNT NOT TO EXCEED $1,268,180.00 IN CONNECTION WITH THE 2019 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONSTRUCTION CONTRACT, PACKAGE 1; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,268,180.00 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 FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,268,180.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras; and

WHEREAS, the System requires construction services to perform the necessary point repairs, manhole adjustments and laterals work (the “project work”) related to the wastewater collection system maintenance program; and

WHEREAS, this contract will supplement Distribution and Collection Operations with outsourced construction services to perform the necessary point repairs, manhole adjustments and laterals work; and

WHEREAS, the System solicited bids for the project work; and
WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, submitted a bid in the amount of $1,268,180.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $1,268,180.00 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 Facilities Rehabilitation, Inc. in an amount not to exceed $1,268,180.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 1, (ii) approve and make available an amount not to exceed $1,268,180.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,268,180.00 for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $1,268,180.00 is hereby awarded to Facilities Rehabilitation, Inc., who is determined to be the lowest responsible bidder, in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 1.

2. That the expenditure of funds in an amount not to exceed $1,268,180.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,268,180.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals 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 12th day of February, 2019.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Amy Hardberger, 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 2019 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONSTRUCTION CONTRACT, PACKAGE 2

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, in an amount not to exceed $1,544,080.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 2.

- The San Antonio Water System (SAWS) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras. SAWS is also required to visually inspect all other mains and clean all mains over a 10-year period.

- Inherent with such a program, there are occasions when pipe defects obstruct the passage of the cleaning nozzle and/or the television inspection camera, requiring point repairs to the pipe. Additionally, numerous manholes require adjustment in order to access the mains for cleaning and inspection. Repair or renewal of sewer service laterals is required when service to the customer is adversely impacted.

- This contract will supplement the Distribution and Collection Operations Group with outsourced construction services to perform the necessary point repairs, manhole adjustments and lateral work.

- The contract will allow for work orders to be issued. The work orders will be issued and managed by SAWS Distribution and Collection Operations and Sewer System Improvements staff, and will be charged against the contract as they are executed.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc. has submitted the lowest responsible bid of $1,544,080.00.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

Funds for these contract services to be provided during FY 2019 were included in the FY 2019 Annual Operating Budget and will be financed with revenues from the System Fund. The System Fund will finance the amount of $1,544,080.00 for contract services (Company: 1000; Accounting Unit: 5044500; Account: 511220). The SAWS job number is 19-1402 (CIP) for the renewal of any sewer laterals and 19-1403 (CIP) for the renewal of any manholes. The SAWS job number for all other work is 19-0106 (O&M).

Funds for these contract services to be provided during FY 2020 will be paid from System funds budgeted in the 2020 Budget, pursuant to and contingent upon Board approval of the 2020 budget with a line item for such expenditures. (Company: 1000; Accounting Unit: 5044500; Account: 511220).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the specifications for this project. The engineer’s estimated construction cost is $1,500,000.00.

The bid opening was held on January 14, 2019 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><em>Engineer's Estimate</em></td>
<td>$1,500,000.00</td>
<td></td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,544,080.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,693,998.00</td>
<td>Non-Local/Non-SMWV</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$1,999,595.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 2.9 percent increase from the engineer’s estimated construction cost.

The construction contract will remain in full force for a period of 548 calendar days from the Notice to Proceed date or until funds are exhausted from the contract.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Facility Rehabilitation, Inc.</th>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>98.42%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>98.42%</td>
</tr>
</tbody>
</table>

Annette Duron
Interim-Director
Operations Support

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 AN AMOUNT NOT TO EXCEED $1,544,080.00 IN CONNECTION WITH THE 2019 ANNUAL SANITARY SEWER MAIN POINT REPAIR, MANHOLE ADJUSTMENTS AND LATERALS CONSTRUCTION CONTRACT, PACKAGE 2; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,544,080.00 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 FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,544,080.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is required under the Consent Decree to inspect small diameter gravity mains that are clay pipe installed prior to 1983, all small diameter concrete mains, and all large diameter mains over a period not to exceed four years using closed circuit television or pole cameras; and

WHEREAS, the System requires construction services to perform the necessary point repairs, manhole adjustments and laterals work (the “project work”) related to the wastewater collection system maintenance program; and

WHEREAS, this contract will supplement Distribution and Collection Operations with outsourced construction services to perform the necessary point repairs, manhole adjustments and laterals work; and

WHEREAS, the System solicited bids for the project work; and
WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic firm, submitted a bid in the amount of $1,544,080.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, the total amount of $1,544,080.00 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 Facilities Rehabilitation, Inc. in an amount not to exceed $1,544,080.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 2, (ii) approve and make available an amount not to exceed $1,544,080.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,544,080.00 for the project work; now, therefore:

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

1. That a construction contract in an amount not to exceed $1,544,080.00 is hereby awarded to Facilities Rehabilitation, Inc., who is determined to be the lowest responsible bidder, in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction Contract, Package 2.

2. That the expenditure of funds in an amount not to exceed $1,544,080.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,544,080.00 in connection with the 2019 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals 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 12th day of February, 2019.

___________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees  

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

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

SUBJECT: APPROVAL OF SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN GONZALES COUNTY WATER SUPPLY CORPORATION AND SAN ANTONIO WATER SYSTEM  

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:  

The resolution approves and authorizes execution of a contract amendment to the 2010 Settlement Agreement between Gonzales County Water Supply Corporation (GCWSC) and the San Antonio Water System (SAWS).

- In June 2006, SAWS filed 14 permit applications for production wells to produce 11,688 acre-feet in the Gonzales County Underground Water Conservation District (GCUWCD). These permit applications were ruled administratively complete in July 2006. In October 2006, GCWSC, who is a producer of Carrizo Aquifer water from Gonzales County, together with six other parties, contested these 14 permit applications.

- Beginning in the summer of 2009, SAWS and GCWSC met in mediation meetings to resolve their differences and determined that regional cooperation is more advantageous for both parties.

- Accordingly, GCWSC and SAWS entered into that certain Settlement Agreement signed by GCWSC on February 18, 2010, approved by the SAWS Board pursuant to Resolution No. 10-159 and signed by SAWS on April 16, 2010.

- Pursuant to the Settlement Agreement, (1) GCWSC withdrew its protest and request for hearing in connection with GCUWCD permit applications by SAWS to produce and transport Carrizo Aquifer groundwater; (2) SAWS agreed to construct and equip a new Carrizo Aquifer well for GCWSC; (3) SAWS agreed to construct an interconnection pipeline and related improvements to GCWSC’s Bebe Well; (4) GCWSC agreed to sell surplus water to SAWS; and (5) GCWSC agreed to support approval of the SAWS’ GCUWCD permit applications.
• In 2016, SAWS and GCWSC entered into the First Amendment to the Settlement Agreement for the sole purpose of modifying the date by which SAWS was to complete the construction and equipping of the new Carrizo Aquifer well for the GCWSC.
  
  o SAWS completed construction of the well in May 2016.

• SAWS and GCWSC began meeting in 2018 to develop a solution based on current conditions that is most beneficial to both parties.

• This Second Amendment is executed for the purpose of satisfying all obligations under the Settlement Agreement

• SAWS and GCWSC desire to amend the Settlement Agreement as follows:
  
  o SAWS shall have no obligation to provide GCWSC with emergency water, construction of an emergency interconnect, and related improvements to the GCWSC’s Bebe Well.
  
  o GCWSC has no obligation to sell, and SAWS no obligation to purchase, surplus water.
  
  o In consideration of the termination of the Settlement Agreement and in order to facilitate GCWSC construction of its own system enhancements, SAWS shall pay GCWSC $890,000.

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

Expenditures for this Amendment are budgeted in the Financial Plan and will be paid from the System Fund budgeted in FY2019. FY2020 through FY2023 are pursuant to and contingent upon Board approval. Company: 1000, Accounting Unit: 5007000, Account Code 511261. Total expenditures under this Amendment are set forth below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
<th>Paid by</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$203,750</td>
<td>March 31, 2019</td>
</tr>
<tr>
<td>2020</td>
<td>$203,750</td>
<td>March 31, 2020</td>
</tr>
<tr>
<td>2021</td>
<td>$203,750</td>
<td>March 31, 2021</td>
</tr>
<tr>
<td>2022</td>
<td>$203,750</td>
<td>March 31, 2022</td>
</tr>
<tr>
<td>2023</td>
<td>$75,000</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td></td>
<td><strong>Total Cost</strong></td>
<td><strong>$890,000</strong></td>
</tr>
</tbody>
</table>

Director
Water Resources

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE SECOND AMENDMENT TO SETTLEMENT AGREEMENT WITH GONZALES COUNTY WATER SUPPLY CORPORATION; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE SECOND 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, San Antonio Water System (the “System”) undertook development of a groundwater project in Gonzales County known as the Regional Carrizo Project; and

WHEREAS, effective April 16, 2010, System and Gonzales County Water Supply Corporation (GCWSC) entered into that one certain Settlement Agreement pursuant to the System’s Resolution No. 10-159; and

WHEREAS, pursuant to the terms of Section 3 of the Agreement, the System is obligated to construct a pipeline to interconnect the System’s production and transport system to GCWSC’s Bebe well to provide an emergency water supply through the interconnection; and

WHEREAS, pursuant to the terms and limitations of Section 4 of the Agreement, GCWSC is obligated to sell a minimum of 75 percent of GCWSC’s Bebe well surplus water on an annual basis and the System is obligated to provide an annual advance payment for surplus water; and

WHEREAS, the System and GCWSC agree to terminate Section 3 of the Agreement; and

WHEREAS, the System shall have no obligation to provide GCWSC with emergency water or an emergency interconnect; and

WHEREAS, the System and GCWSC agree to terminate Section 4 of the Agreement; and

WHEREAS, GCWSC has no obligation to sell, and the System has no obligation to purchase surplus water; and
WHEREAS, in consideration of the terminations of Sections 3 and 4 of the Settlement Agreement and in order to facilitate GCWSC construction of its own system enhancements, the System shall pay GCWSC the amount of $890,000.00 according to the payment schedule as described in the Second Amendment; and

WHEREAS, this Second Amendment fulfills all obligations under the Settlement Agreement by the System and GCWSC; and

WHEREAS, the San Antonio Water System Board of Trustees desires that the System, should enter into a Second Amendment to that one certain Settlement Agreement to achieve these goals; now, therefore:

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

1. The Second Amendment to Settlement Agreement (Second Amendment) attached hereto as Attachment A is hereby approved.

2. The System’s President/Chief Executive Officer is hereby authorized to execute the Second 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 part, section, paragraph, sentence, phrase or work of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 12th day of February, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment to Settlement Agreement ("Second Amendment") is an amendment to that certain Settlement Agreement (the "Agreement") by and between the San Antonio Water System ("SAWS") and Gonzales County Water Supply Corporation ("GCWSC") dated effective April 16, 2010 (as previously amended by the First Amendment to Settlement Agreement dated effective July 6, 2016) concerning certain matters relating to SAWS' production and transportation of groundwater from the Carrizo Aquifer in Gonzales County. All capitalized terms herein, unless otherwise defined, have the meaning as set forth in the Agreement.

WHEREAS, SAWS and GCWSC desire to amend said Agreement as provided herein below;

NOW THEREFORE, for good and valuable consideration, SAWS and GCWSC hereby agree as follows:

1. **SAWS/GCWSC Interconnection.** Section 3 of the Agreement is hereby terminated. SAWS shall have no obligation to provide GCWSC with emergency water or an emergency interconnect.

2. **GCWSC/SAWS Water Sale.** Section 4 of the Amendment is hereby terminated. GCWSC has no obligation to sell, and SAWS no obligation to purchase, "Surplus Water" (as defined in the Agreement).

3. **Payment Schedule.** In consideration of the terminations described above and in order to facilitate GCWSC construction of its own system enhancements, SAWS shall pay GCWSC the amount of $890,000 according to the following payment schedule:
   - $203,750 on or before March 31, 2019
   - $203,750 on or before March 31, 2020
   - $203,750 on or before March 31, 2021
   - $203,750 on or before March 31, 2022
   - $75,000 on or before March 31, 2023

4. **No Outstanding Obligations.** Following the payments described in Section 3 of this Amendment hereinabove, SAWS and GCWSC will have satisfied their obligations under the Agreement and shall have no outstanding obligations.

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

*Signatures on following page*
EXECUTED to be effective as of the ___ day of January, 2019.

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

BY: ____________________________
    Robert R. Puente
    President and CEO

GCWSC:
GONZALES COUNTY WATER SUPPLY CORPORATION

BY: ____________________________
    Printed name: Greg Tiaken
    Title: President
TO: San Antonio Water System Board of Trustees

FROM: Nancy Belinsky, Vice President & General Counsel

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

SUBJECT: AUTHORIZATION FOR SETTLEMENT OF THE LAWSUIT OF MATIAS SANCHEZ AGAINST THE SAN ANTONIO WATER SYSTEM

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer and the System’s Legal Counsel to negotiate and execute a settlement agreement in connection with the lawsuit of Matias Sanchez (the “Plaintiff”) against the San Antonio Water System (the “System”).

- Plaintiff made a claim against the System, alleging that on or about August 11, 2017, he was operating a 1989 Chevrolet S10 SV and traveling south on 20200 IH 37 South frontage road, in San Antonio, Texas, when a vehicle driven by a System employee struck him from behind, which resulted in bodily injuries. Plaintiff subsequently filed a lawsuit seeking damages for bodily injuries alleged to have been sustained in the incident.

- Liability is undisputed, and the amount of damages claimed by Plaintiff for past and future medical care expenses, past and future physical pain and mental anguish, past and future physical impairment, past and future disfigurement, loss of wages in the past and future, and all other future damages, is disputed by the System.

- The suit was mediated and settled on January 15, 2019, subject to Board approval.

- Plaintiff sought an amount of damages in excess of the jurisdictional limits of the court, but agreed to settle the claim for all personal injuries and other claims against the System for an amount totaling $95,000.00.

- The System and Plaintiff desire to resolve all differences and all outstanding claims. The System recommends settlement of this lawsuit in the amount of $95,000.00.

- The System has agreed to pay $95,000.00 to Matias Sanchez and his attorneys, The Law Offices of Thomas J. Henry, subject to Board approval.

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

Settlement of this lawsuit is for the total amount of $95,000.00, and will be paid from the System Fund. The required funding is available in FY 2019 from the System Fund budget (Company: 1000, Accounting Unit: 8111800, Account: 511510, Total 2019 amount: $95,000.00).

Nancy Belinsky
Vice President and General Counsel

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER AND THE SYSTEM’S LEGAL COUNSEL TO NEGOTIATE AND EXECUTE A SETTLEMENT AGREEMENT AND TO PAY $95,000.00 TO MATIAS SANCHEZ AND HIS ATTORNEY, AND TO PERFORM THE SYSTEM'S OBLIGATIONS UNDER THE TERMS OF THE SETTLEMENT AGREEMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Plaintiff Matias Sanchez (the “Plaintiff”) filed a lawsuit against the San Antonio Water System (the “System”), seeking damages for personal injuries as a result of an incident that occurred on or about August 11, 2017, in San Antonio, Bexar County, Texas; and

WHEREAS, Plaintiff alleged he was operating a 1989 Chevrolet S10 SV and was traveling south on 20200 IH-37 South frontage road, in San Antonio, Texas, when a vehicle driven by a System employee struck him from behind, which resulted in bodily injuries; and

WHEREAS, the lawsuit was filed in Cause No. 2018-CI-07007, styled Matias Sanchez v. San Antonio Water System in the 166th Judicial District Court, Bexar County, Texas; and

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

WHEREAS, Plaintiff’s claims were mediated and settled on January 15, 2019, subject to Board approval; and

WHEREAS, Plaintiff claimed an amount of damages in excess of the jurisdictional limits of the court, and he has agreed to settle all personal injury and other claims against the System for an amount totaling $95,000.00; and

WHEREAS, the nature of the facts of this case, the avoidance of further legal expense, and other relevant circumstances favor settlement of this lawsuit; and
WHEREAS, both the System and Plaintiff now desire to resolve all differences and settle all claims against the System; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the settlement of the lawsuit of Matias Sanchez against the System, (ii) to approve the System’s financial obligation of $95,000.00, which includes all alleged damages, fees and costs under the settlement, (iii) to authorize expenditures in the total amount of $95,000.00 from the System Fund for the purposes of the settlement, and (iv) to authorize the President/Chief Executive Officer and the System’s Legal Counsel to execute the settlement agreement and pay $95,000.00 to Plaintiff and his attorneys for obligations under the terms of the settlement agreement; now, therefore:

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

1. That the settlement of the lawsuit by Matias Sanchez against the San Antonio Water System is hereby approved.

2. That the amount authorized to settle the lawsuit, including all alleged damages, costs and fees, shall hereby consist of $95,000.00, payable to Matias Sanchez and his attorneys, The Law Offices of Thomas J. Henry.

3. That the amount of $95,000.00 is hereby authorized to be expended from the System Fund for the System’s obligations under the authorized settlement agreement.

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

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

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

PASSED AND APPROVED this 12th day of February, 2019.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Tracey B. Lehmann, P.E., Director, Development, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: UTILITY SERVICE AGREEMENT FOR WATER AND/OR WASTEWATER SERVICES TO TRACT REQUIRING THE SAN ANTONIO WATER SYSTEM FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR IS LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves a Utility Service Agreement (USA) to provide water and/or wastewater services to a specified tract of land requiring the San Antonio Water System’s (the “System”) financial participation in the development of infrastructure through oversizing and/or impact fee credits, and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of one tract, which totals 27.40 acres; 153 water Equivalent Dwelling Units (EDUs); and 150 wastewater EDUs.

- Board approval is required since the tract requires the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or is located outside the System’s water and/or wastewater CCN.

- The Woodlake Estates Phase V Tract is located inside the City of San Antonio City Limits, inside the System’s water CCN and outside the wastewater CCN. The USA provides 153 EDUs of water and 150 EDUs of wastewater services.

- The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.

- The Developer is responsible for the construction and engineering costs associated with all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.
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>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>Woodlake Estates Phase V</td>
<td>Roberts Communities</td>
<td>27.40</td>
<td>153</td>
<td>150</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
</tbody>
</table>

Total 27.40 153 150

Acronyms:
EARZ = Edwards Aquifer Recharge Zone  OVR = Oversizing
CZ  = Edwards Aquifer Contributing Zone  WW = Wastewater
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 Customer has 36 months to complete the required utility master plan and to start construction. If the Developer Customer fails to complete these requirements within the 36-month period, the USA will expire and a request for a new agreement must be submitted to the System. During the effective term of this USA, capacity in the System’s water and wastewater systems will be set aside. The Developer Customer is not guaranteed capacity until all required off-site infrastructure is built by the Developer, accepted by the System, and all impact fees are paid.

**FINANCIAL IMPACT:**

In compliance with the System’s Board of Trustees water extension policy, Developer Customer applicants are responsible for financing all required local benefit facilities and for payment of all applicable impact fees. The Developers will contribute all impact fees in effect at the time of plat recordation or the latest date allowable by law for each subdivision unit. The fees to be collected by the System will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Water Impact Fees</th>
<th>Wastewater Impact Fees</th>
<th>Total Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Woodlake Estates Phase V</td>
<td>$703,341.00</td>
<td>$338,250.00</td>
<td>$1,041,591.00</td>
</tr>
</tbody>
</table>

Total $703,341.00 $338,250.00 $1,041,591.00

The System is responsible for providing access to existing general benefit facilities and/or financing the construction of additional general benefit facilities.
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.
Director
Development Engineering

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

Robert R. Puente
President/Chief Executive Officer

Attachments: Table 1, Tract Information
**Table 1**  
**Tract Information**

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Principal</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>PZ</th>
<th>Acres</th>
<th>Water EDU</th>
<th>WW EDU</th>
<th>Watershed</th>
<th>Board Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Woodlake Estates Phase V</td>
<td>Roberts Communities</td>
<td>Chad Harkin</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>950E</td>
<td>27.40</td>
<td>153</td>
<td>150</td>
<td>Rosillo Creek</td>
<td>CCN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>27.40</strong></td>
<td><strong>153</strong></td>
<td><strong>150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Acronyms:**  
EARZ = Edwards Aquifer Recharge Zone  
OVR = Oversizing  
IFC = Impact Fee Credits  
CZ = Edwards Aquifer Contributing Zone  
WW = Wastewater  
PZ = Pressure Zone  
CoSA = City of San Antonio limits  
ETJ = Extraterritorial Jurisdiction  
JBSA = Joint Base San Antonio Buffer Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACT OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR IS LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM’S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>WEDUs</th>
<th>WWEDUs</th>
<th>CoSA / CoSA ETJ</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>Woodlake Estates</td>
<td>Roberts Communities</td>
<td>27.4</td>
<td>153</td>
<td>150</td>
<td>CoSA INSIDE</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td></td>
<td>Phase V</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td>Total:</td>
<td></td>
<td>27.4</td>
<td>153</td>
<td>150</td>
<td>CoSA OUTSIDE</td>
<td>INSIDE</td>
<td>INSIDE</td>
<td>OUTSIDE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreement and to provide water and/or wastewater services to a tract of land requiring the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or is located outside the System’s water and/or wastewater Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreement will expire; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the System hereby approves the Utility Service Agreement 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 and/or impact fee credits and/or is located outside the System’s water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.

2. That the Utility Service Agreement shall be honored for a period of 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 12th day of February, 2019.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Amy Hardberger, Secretary

Attachments: Project Site Maps
The Tract is Located:
-Within the 5-mile JBSA Buffer Zone

Woodlake Estates Phase V
153 Water EDUs
150 Sewer EDUs
27.4 Acres
USA-20393

Job No DSP-17853

Proposed looped 8-inch main

Job No 03-8605

Job No DSP-6426
The Tract is Located:
- Within the 5-mile JBSA Buffer Zone

SAN ANTONIO WATER SYSTEM
Woodlake Estates Phase V
153 Water EDUs
150 Sewer EDUs
27.4 Acres
USA-20393

Job No DJ-0947
Job No DJ-0319

Legend
- Existing Sewer Main
- USA Tract
- Parcel Update

Project Location

Attachment III:
USA-20393
"Woodlake Estates Phase V" Tract
Proposed Sewer Infrastructure Map
27.4 Acres
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE W-6 UPPER SEGMENT: HIGHWAY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT

Board Action Date: February 12, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Kimley-Horn and Associates, Inc., a local, non-SMWVB firm, in an amount not to exceed $14,498,734.00 in connection with the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project (the “Project”).

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

- The Project will address a capacity constraint in the western sewershed and is necessary to comply with the EPA Consent Decree. This project consists of constructing approximately 26,750 feet of 90-inch sanitary sewer pipeline as well as approximately 2,250 feet of 60-inch gravity sanitary sewer pipeline. It extends from a point just south of SW Military Drive, by Leon Creek, to a point at the intersection of U.S. Highway 90 and Leon Creek.

- A Request for Qualifications was issued on November 16, 2018. A total of five firms submitted statements of qualifications for this solicitation. Kimley-Horn and Associates, Inc. was selected based on the System’s professional services selection process.

- Basic services to be provided include review of 30 percent design, final design, geotechnical investigation, topographic survey, subsurface utility engineering, environmental services, bid phase, services during construction, and project closeout services related to the Project. Basic services on this project add up to an amount not to exceed $13,310,434.00.

- Supplemental services include, but are not limited to surveying, environmental, geotechnical, right-of-way/easement acquisition support, and other additional professional services. Total supplemental services on this project add up to an amount not to exceed $1,188,300.00.
The total fee for engineering services is not to exceed $14,498,734.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The sewer work is included in the Wastewater Main Replacement Core Business budget line item. The amount is $14,498,734.00 for sewer related engineering work. The job number is 09-2515.

SUPPLEMENTARY COMMENTS:

Five firms responded to the Request for Qualifications. Kimley-Horn and Associates, Inc. was selected through the System’s Architect/Engineer Selection procedure 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>Black &amp; Veatch Corporation</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Jacobs Engineering Group, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td><strong>Kimley-Horn and Associates, Inc.</strong></td>
<td><strong>Local/Non-SMWVB</strong></td>
</tr>
<tr>
<td>Stantec Consulting Services, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Tetra-Tech, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Selected Firm

Kimley-Horn and Associates, Inc. proposed to use the following subconsultants for services on this contract:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Percent of Fee</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>K Friese and Associates, Inc.</td>
<td>8.86%</td>
<td>Local/WBE-Caucasian</td>
</tr>
<tr>
<td>Arias &amp; Associates, Inc.</td>
<td>15.21%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bennett Trenchless Engineers, LLP</td>
<td>0.34%</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Brierley Associates Corporation</td>
<td>19.68%</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Cox</td>
<td>McLain Environmental Consulting, Inc.</td>
<td>2.14%</td>
</tr>
<tr>
<td>JQ Infrastructure, LLC</td>
<td>8.82%</td>
<td>Local/MBE-Asian</td>
</tr>
<tr>
<td>KFW Surveying, LLC</td>
<td>2.50%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>R.H. Shackelford, Inc.</td>
<td>0.62%</td>
<td>Local/SBE/VBE</td>
</tr>
<tr>
<td>The Rios Group, Inc.</td>
<td>1.87%</td>
<td>Local/WBE-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>0.62%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>8.82%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>17.72%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>1.87%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>8.86%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>37.89%</td>
</tr>
</tbody>
</table>

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

APPROVED:  

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

Robert R. Puente  
President/Chief Executive Officer  

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

W-6 UPPER SEGMENT: HIGHWAY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT

LEGEND
★ PROJECT SITE
Edwards Aquifer Recharge Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $14,498,734.00 IN CONNECTION WITH THE W-6 UPPER SEGMENT: HIGHWAY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $14,498,734.00 FROM THE 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 KIMLEY-HORN AND ASSOCIATES, INC., AND TO PAY KIMLEY-HORN AND ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED $14,498,734.00 FOR THE PROJECT ENGINEERING WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) requires professional engineering services (the “project engineering work”) related to the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project (the “Project”); and

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

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

WHEREAS, a contract in an amount not to exceed $14,498,734.00 is to be awarded to Kimley-Horn and Associates, Inc.; and

WHEREAS, the amount of $14,498,734.00 is available from the Project Fund for the project engineering work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Kimley-Horn and Associates, Inc. in an amount not to exceed $14,498,734.00 in connection with the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project, (ii) to approve the expenditure of funds and make available an amount not to
exceed $14,498,734.00 from the 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 Kimley-Horn and Associates, Inc., and to pay Kimley-Horn and Associates, Inc. an amount not to exceed $14,498,734.00 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 $14,498,734.00 is hereby awarded to Kimley-Horn and Associates, Inc. in connection with the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project.

2. That the expenditure of funds in an amount not to exceed $14,498,734.00 for the project engineering work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a professional services contract with Kimley-Horn and Associates, Inc., and to pay Kimley-Horn and Associates, Inc. an amount not to exceed $14,498,734.00 for the project engineering work.

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

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

6. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 12th day of February, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Amy Hardberger, Secretary