NOTICE TO THE PUBLIC. This meeting will be held in person at SAWS’ Headquarters, however, some Trustees may participate remotely by videoconference and their attendance will be counted. The public may attend the meeting in person in the board room and participate in the public comment portion of the meeting. However, SAWS will require that the public follow certain social distancing practices at the meeting, including, those related to the wearing of masks and spacing of attendees. SAWS may require attendees to view the meeting from another room if space within the board room cannot safely accommodate those in attendance.

Members of the public are also encouraged to watch the meeting live online at http://www.saws.org/live. All members of the public, and SAWS’ staff, are strongly encouraged to use this link to watch the meeting live online.

Finally, any member of the public who wants to participate in the public comment portion of the meeting, but does not wish to attend the meeting in person, may do so by submitting written comments by email at PublicComment@saws.org by 3:00 p.m. Monday, August 3rd. Please include your name and the number of the agenda item to which your comment applies. All comments must be limited to 300 words or less in total (not per item). All written public comments will be available to the Board prior to or at the beginning of the meeting and will become a part of the public record. The Board Chair may, in his discretion, have some or all of the submitted comments read aloud.
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 June 9, 2020.


5. Public Comment.

CONSENT AGENDA ITEMS

Items 6 - 13

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

6. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: (DOUG EVANSON – YVONNE TORRES)
   A. Award of New One Time Purchases of Materials, Equipment and Services.
      1. Approving a one-time purchase from Urcore Companies, LLC dba Core Electrical Group to provide: Salient rack mount servers, Bid No. 20-20066, for a total of $334,294.00.
   B. Award of New and Renewal Annual Goods & Services Requirement Contract and Maintenance Agreements. Estimated annual purchases are based on unit prices bid. Actual totals and quantities may vary from the estimate.
      1. Acceptance of the bid of Core and Main, LP to provide: annual contract for PVC pipe series (C900), (C905) and (C909), Bid No. 20-0069, for a total of $593,160.00.
2. Acceptance of the best value bid of Pace Analytical Services, LLC to provide: annual contract for the purchase of environmental laboratory services accredited under the National Environmental Laboratory Accreditation Program (NELAP), Bid No. 20-14123, for a total of $117,892.00.

3. Acceptance of the bid of San Antonio Armature Works, Inc. to provide: annual contract for repair services for electric and small motors (up to 10-250HP), Bid No. 20-8073A, for a total of $496,527.00.

4. Acceptance of the bid of Praxair Distribution, Inc. to provide: annual contract for liquid carbon dioxide (99.5%), Bid No. 20-20050, for a total of $1,598,952.27.

5. Acceptance of the bid of Western Material & Design, LLC to provide: annual contract for Type B ultra-rapid setting cement mix, Bid No. 20-20047, for a total for $793,100.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to T Construction, LLC in an amount not to exceed $1,184,719.55 in connection with the Ellerman at S San Marcos Sewer Replacement Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

8. A Resolution approving expenditures in an amount not to exceed $248,867.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution approving expenditures in an amount not to exceed $194,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution approving expenditures in an amount not to exceed $152,455.50 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Downtown Streets Commerce: St. Mary’s to Santa Rosa Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
MISCELLANEOUS ITEMS

11. A Resolution authorizing the purchase of insurance policies with Standard Insurance Company in an amount not to exceed $1,190,908.88 for the period of January 1, 2021 to December 31, 2021 in connection with basic life, accidental death and dismemberment, voluntary life insurance, and long-term disability for the System's Employee Benefits Program. (SHARON DE LA GARZA)

12. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,451,600.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 5. (MICHAEL BRINKMANN – LEAMON ANDERSON)

13. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,389,100.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 6. (MICHAEL BRINKMANN – LEAMON ANDERSON)

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

14. 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

15. A Resolution awarding a construction contract to S.J. Louis Construction of Texas, Ltd. in an amount not to exceed $10,142,520.41 in connection with E-16 Wurzbach Parkway Sewer at Highway 281 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
Production, Transmission and Treatment Improvements

16. A Resolution awarding a construction contract to Alterman, Inc. in an amount not to exceed $5,513,300.00 in connection with the Leon Creek Water Recycling Center (WRC) Electrical System Improvements – Phase 1 Project.

(ANDREA BEYMER – JUAN GOMEZ)

MISCELLANEOUS ITEM

17. A Resolution consenting to a change in control of Vista Ridge LLC and approving a Seventh Amendment to the Vista Ridge Water Transmission and Purchase Agreement between the City of San Antonio, Texas, acting by and through the San Antonio Water System Board of Trustees and Vista Ridge LLC, and addressing other matters relating to the foregoing, including approval of execution of ancillary agreements to which SAWS is a party. (DONOVAN BURTON)

18. BRIEFING SESSION.

A. Briefing and deliberation regarding the Vista Ridge Project

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

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

20. The Regular Session of the August 4, 2020 Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071 and §551.074 of the Texas Open Meetings Act.

21. EXECUTIVE SESSION.

A. Consultation with attorneys regarding legal matters concerning the Vista Ridge Regional Water Supply Project pursuant to Texas Government Code Section §551.071.

B. Deliberation and consultation with attorneys regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer pursuant to Texas Government Code §551.074 and §551.071, respectively.

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 Texas Government Code §551.071.

22. The Regular Session of the Regular Board Meeting of August 4, 2020, is hereby reconvened.
23. Deliberation and possible action regarding the compensation for Robert R. Puente, President/Chief Executive Officer.  
(BERTO GUERRA, JR., CHAIRMAN, BOARD OF TRUSTEES)

NOTICE TO THE PUBLIC. This meeting will be held in person at SAWS’ Headquarters. The public may attend the meeting in person in the board room and participate in the public comment portion of the meeting. However, SAWS will require that the public follow certain social distancing practices at the meeting, including, those related to the wearing of masks and spacing of attendees. SAWS may require attendees to view the meeting from another room if space within the board room cannot safely accommodate those in attendance.

Members of the public are also encouraged to watch the meeting live online at http://www.saws.org/live. All members of the public, and SAWS’ staff, are strongly encouraged to use this link to watch the meeting live online.

Finally, any member of the public who wants to participate in the public comment portion of the meeting, but does not wish to attend the meeting in person, may do so by submitting written comments by email at PublicComment@saws.org by 3:00 p.m. Monday, June 8th. Please include your name and the number of the agenda item to which your comment applies. All comments must be limited to 300 words or less in total (not per item). All written public comments will be available to the Board prior to and at the meeting and will become a part of the public record. Once the Board has had sufficient time to review and consider the submitted comments, the Board Chair may, in his discretion, have some or all of the submitted comments read aloud.
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 June 9, 2020, and called to order at 9:15 a.m. by Chairman Berto Guerra.

2. Announcements.

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

3. Minutes.

A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of April 7, 2020.

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


Robert Puente commented the meeting was out of the ordinary, and masks and temperature checks were required before entering SAWS property. He noted that everyone was spaced six feet apart, including the seating for the Board at the dais. Similar at City Council when people come to the podium, it would be disinfected. He recognized Juanita Herrera, one of SAWS custodians, who was a part of the team that disinfected the entire building more often than normal because of the situation. As staff considered whether or not to continue to outsource some of the custodial services, the decision was made that if they were half as good as Juanita, we would just hire from within. She was the model of the employees in the custodial area.

5. Public Comment.
Ellen Berky stated evidently she was the only one who showed up in person to speak. She would like the Board to consider how the written comments were handled. She did not know if any comments were submitted, but made an appeal to the Board to delegate someone to read the comments aloud prior to commencing the business to be consistent with the legislation passed in the last session regarding how public comments must be considered at an appropriate time before Trustees deliberate any issues.

Anne Hayden stated she was there to read public comments that came in via email.

The first email came from Meredith McGuire of the Sierra Club. She was furious that SAWS could not treat the public commenters with the same courtesies that CPS had afforded them the chance to speak by phone and have their voices heard. She would not be attending meetings in person probably for more than a year, because speaking for justice for the residents of our city was not worth dying for. SAWS was causing great harm to half the people of San Antonio by its refusal to reduce rates for residential payers, who were already charged unaffordable amounts before the COVID-19 crisis. It's time that SAWS acts to promote the public good. In addition to making the rates truly fair, SAWS must come up with strong emergency measures in response to COVID-19 that were at least as strong as Austin’s. On April 19, Austin’s City Council approved $46 million in utility bill relief in place until September 30, 2020. It temporarily reduced the charges for the tiered rates in recognition of the fact that more water and energy would be needed in homes where normally residents would be away on work/school day. It also expanded the customer affordability program to include those with household incomes at or below 200 percent of the Federal Poverty Level. Further, Austin was working to prevent all utility disconnections, waive late fees, and place every customer in need on a payment plan that addressed their financial needs. SAWS must change its policies now, change the rates for the businesses that use the most water, and rescind the change in structure for the water supply fee back to the 2015 structure. Shame on you for forcing the residential customers to subsidize profitable corporation whose profits go straight out of the local economy.

The second email was from Terry Burns, M.D., chair of the Alamo Sierra Club. Last month’s Board Meeting included a lot of self-congratulatory praise for the completion of the Vista Ridge project. Mr. Puente criticized the relentless attacks on board members by citizen opponents of Vista Ridge. Given the always changing stories about this project, truthfulness of the Board had been questioned, and rightly so. Given the total silence in response to any of the concerns raised by opponents, the independence of the Board had been questioned. Two and now three board members were term expired, a fact, not a personal attack. Mr. Burton and others spoke of the Vista Ridge accomplishment as satisfying the will of the people. This was a travesty. Applewhite was mentioned at the same time as a failure. In other words, democracy failed. Vista Ridge was rejected by SAWS staff and by Mr. Puente. The chamber spoke and Vista Ridge was negotiated, in public transparency, true but highly misleading. None of the financial, hydrological, environmental or other data were available for public scrutiny. Almost all such information remained unavailable, despite FOIA requests. The P3 contract was designed to enable such secrecy and to avoid a public referendum on Vista Ridge. You bypassed democracy, possibly within the letter, but certainly not within the spirit of the law. SAWS Board and City Council never had any in depth public discussions of any of these issues. Neither entity demanded an independent review or audit of the huge contract, a total abrogation of responsibility by this Board and
City Council. No one spoke for the current ratepayers who didn't need this water and could not afford this water. This was chambers water. To say the people of San Antonio wanted Vista Ridge was a gross misrepresentation among many misrepresentations.

The third email was from Reverend Bert Clayton, retired United Methodist Minister of San Antonio. With the current crisis, he hoped and prayed that SAWS would have the decency to cease any and all service cutoffs now and in the near future, especially for the more vulnerable such as elderly, people on fixed income, etc. Such action would be all the more reprehensible given the outrageously high salaries paid to administrators.

The fourth email was from Randall Ohman, STEM Education Excellence Award Recipient. At the beginning of the school year and at the May meeting, he brought forth a suggestion on behalf of his concerned students for a campaign to promote SAWS water as the first choice solution for drinking straight out of the tap and not from a disposable water bottle. The Board might recall the imperative nature because of rampant plastic bottle waste and that more than a generation now was brought up to think drinking water came from a bottle. He inquired about the disposition of the suggestion, since no one had responded. He was concerned because the promotion was something SAWS ought to be proud of and, of course, would help reverse entrenched habits contributing to the environmental travesties.

The fifth email was from Lula Miller. A couple of months ago or so, SAWS collected water samples from her neighborhood. Her address was 215 Shelbum Drive. However, no one had ever received results of that test. Her water, in particular, was very cloudy.

**CONSENT AGENDA ITEMS**

**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 Freeit Data Solutions, Inc. to provide: annual contract for Nimble storage array hardware and support, (DIR-TSO-4160), Bid No. 20-20035 for a total of $497,270.49.

      2. Acceptance of the best value bid of Gruene Environmental Companies, LLC to provide: annual contract for hazardous/non-hazardous waste
transport and disposal services, Bid No. 20-3012, for a total of $460,761.25.

3. Acceptance of the bid of Capitol Aggregates, Inc. to provide: annual contract for concrete aggregates (concrete sand and washed limestone), Bid No. 20-6024, Group 1, for a total of $591,500.00.

4. Acceptance of the bid of Green Dream International, LLC to provide: annual contract for concrete aggregates (concrete sand and washed limestone), Bid No. 20-6024, Group 2, for a total of $94,120.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to SAK Construction, LLC in an amount not to exceed $681,525.00 in connection with the BPC Central Large Diameter Package 2 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

8. A Resolution awarding a construction contract to Vortex Services, LLC in an amount not to exceed $1,898,940.80 in connection with the Multiple Sewershed Package 11B Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in an amount not to exceed $371,704.00 in connection with the Multiple Sewershed Package 12 – CIPP Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,993,158.00 in connection with the Multiple Sewershed Package 12 – Open Cut & Pipe Bursting Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

11. A Resolution ratifying the actions of the Vice President of Engineering and Construction in approving Change Order No. 1 in an amount not to exceed $991,233.45 to the construction contract with Qro Mex Construction Co., Inc. in connection with the Alamosa Drive & Hunstock Avenue DR 1131 Project. (ANDREA BEYMER – JOE CARRENO)

12. A Resolution awarding a professional services contract to Halff Associates, Inc. in an amount not to exceed $1,289,353.00 in connection with the FM 1560: FM 471 to SH 16 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

13. A Resolution approving Change Order No. 4 in an amount not to exceed $152,174.51 to the construction contract with D Guerra Construction, LLC in connection with the
Feathercrest and Stone Ridge Lift Stations Upgrades Project – Phases 1 and 2
Thousand Oaks and Wetmore. (ANDREA BEYMER – JOE CARRENO)

14. A Resolution approving Change Order No. 5 in an amount not to exceed $140,620.16 to
the construction contract with Archer Western Construction, LLC in connection
with the Wurzbach Pump Station Improvements Project. (ANDREA BEYMER – JOE CARRENO)

15. A Resolution ratifying the actions of the Vice President of Engineering and
Construction in approving Change Order No. 4 in an amount not to exceed $512,462.00 to
the construction contract with Archer Western Construction, LLC in connection
with the Central Water Integration Pipeline – Maltsberger Pump Station
Improvements Project. (ANDREA BEYMER – ALISSA LOCKETT)

16. A Resolution awarding a professional services contract to Freese and Nichols, Inc. in
an amount not to exceed $1,999,805.00 in connection with the Randolph Pump Station
Improvements Project. (ANDREA BEYMER – JUAN GOMEZ)

17. A Resolution approving additional funds to the existing professional services contract
with BGE, Inc. in an amount not to exceed $164,832.00 in connection with the Lift
Stations Rehabilitation Phase 5 Project. (ANDREA BEYMER – JUAN GOMEZ)

REPLACEMENT AND ADJUSTMENT PROJECTS
Governmental Relocations and Replacements

18. A Resolution authorizing the expenditure of additional funds in an amount not to
exceed $300,000.00 for environmental services by the City of San Antonio in connection
with the 2017-2022 Bond Program. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

19. A Resolution authorizing the expenditure of additional funds in an amount not to
exceed $1,700,000.00 for engineering services related to water and sewer facility
replacements, installations and adjustments the City of San Antonio in connection with the
2017-2022 Bond Program. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

20. A Resolution approving the expenditure of funds in an amount not to exceed
$2,784,055.32 for the adjustment and replacement of water and sewer facilities by the
City of San Antonio in connection with the West Military & Westmar Area Drainage
Improvements Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

21. A Resolution awarding a professional services contract to K Friese & Associates, Inc.
in an amount not to exceed $1,000,000.00 in connection with the 2020 Governmental
Engineering Design Services – Package I. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

22. A Resolution awarding a professional services contract to BGE, Inc. in an amount not
to exceed $1,000,000.00 in connection with the 2020 Governmental Engineering Design
Services – Package II. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
23. A Resolution awarding a professional services contract to Lockwood, Andrews & Newnam, Inc. in an amount not to exceed $1,000,000.00 in connection with the 2020 Governmental Engineering Design Services – Package III. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

24. A Resolution awarding a professional services contract to LNV, LLC in an amount not to exceed $1,000,000.00 in connection with the 2020 Governmental Engineering Design Services – Package IV. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

MISCELLANEOUS PROJECTS

25. A Resolution awarding a construction contract to Clark Construction of Texas, Inc. in an amount not to exceed $1,431,250.23 in connection with the C-13 Package B, Phase I Pavement Restoration Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

26. A Resolution approving the acquisition of a Joint Use Agreement from the City of San Antonio for a permanent sewer joint use area being approximately 1.5387 acres and a temporary construction Joint Use Agreement being approximately 1.088 acres in connection with the W-6 Upper Segment: Highway 90 to SW Military Drive Sewer Main Project in an amount not to exceed $276,726.00. (NANCY BELINSKY – BRUCE HABY)

27. A Resolution awarding contracts to various appraisal companies in an amount not to exceed $2,000,000.00 for a five-year period with the option of two, one-year renewals to provide real estate appraisal services in connection with capital improvement projects. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

28. A Resolution approving a Settlement Agreement with Tetra Tech, Inc. in connection with the engineering services agreement for the Salado PZ 1295 Booster Station Project; authorizing the President/Chief Executive Officer or his duly appointed designee to execute the Settlement Agreement and to execute all documents and take all actions necessary to implement the Settlement Agreement. (NANCY BELINSKY – ANDREA BEYMER)

29. A Resolution approving a Temporary Emergency Service Interconnect Agreement with SWWC Utilities, Inc. for a period of five years ending on March 30, 2025. (DONOVAN BURTON – DARREN THOMPSON)

30. A Resolution approving additional expenditures to the existing professional services contract with Alan Plummer and Associates, Inc., now known as Plummer, in an amount not to exceed $217,900.00 in connection with the Mitchell Lake Wetlands Water Quality Treatment Initiatives. (DONOVAN BURTON – DAN CROWLEY)

31. A Resolution awarding a consulting services contract to Alliant Insurance Services, Inc. in an amount not to exceed $285,000.00 for the period of July 1, 2020 through June 30, 2023, with the option for two, one-year extensions in connection with the System's
Commercial Insurance Broker of Record and to provide Risk Management Consulting Services. (SHARON DE LA GARZA)

32. A Resolution reappointing returning members to the Disciplinary Action Appeals Committee for the period of July 1, 2020 through June 30, 2025; appointing a new member and an alternate member for the period of July 1, 2020 through June 30, 2025; and authorizing an amount not to exceed $25,000.00 for Disciplinary Action Appeals Committee Hearings. (SHARON DE LA GARZA)

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

34. A Resolution authorizing and approving the defeasance and redemption of certain currently outstanding City of San Antonio, Texas Water System revenue obligations; recommending and requesting that the San Antonio City Council take action with respect to the redemption of such obligations; and authorizing other matters in connection therewith. (DOUG EVANSON)

Chairman Guerra stated Item 23 was pulled for individual discussion and consideration. He asked if there were any other items in the Consent Agenda that should be pulled for individual discussion or consideration.

Ms. Jasso made a motion to approve the Consent Agenda Items 6 – 34, except Item 23. Ms. Merritt seconded the motion.

Consent Agenda Items 6 – 34, except Item 23, were unanimously approved. Verbal voting.

Chairman Guerra moved to Item 23 that was pulled for further discussion and individual consideration, a resolution awarding a professional services contract to Lockwood, Andrews & Newnam, Inc. in an amount not to exceed $1,000,000.00 in connection with the 2020 Governmental Engineering Design Services – Package III. Trustee Eduardo Parra had recused himself from any discussion and vote on the item.

Mr. McGee made a motion to approve Item 23. Ms. Jasso seconded the motion.

After no further discussion, Item 23 was unanimously approved. Verbal voting. Trustee Parra recused himself from the vote on Item 23.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

35. 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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<td>Lennar Homes</td>
<td>68.75</td>
<td>362</td>
<td>362</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td>4</td>
<td>Tuscan Oaks Tract</td>
<td>Lee Hagan Partnership, Ltd.</td>
<td>21.98</td>
<td>220</td>
<td>132</td>
<td>CoSA &amp; CoSA ETJ</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
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<tr>
<td>5</td>
<td>Schuchart Tract</td>
<td>Chris Schuchart</td>
<td>1,198.90</td>
<td>4,700</td>
<td>4,700</td>
<td>Partially OUTSIDE</td>
<td>OUTSIDE</td>
<td>N</td>
<td>CCN &amp; IFC &amp; OVR</td>
<td>Partially OUTSIDE</td>
<td>Partially OUTSIDE</td>
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Total 3,412.93 12,802 13,349

Tracey Lehmann presented the Utility Service Agreements for five tracts, one residential, one commercial, and three mixed-use developments located on the northwest and southern portions of the service area.

The Stevens Ranch Tract was a mixed-use development located outside Loop1604 at the intersection of Potranco and Highway 211. The tract was 1,950 acres, and the developer was requesting 7,090 water equivalent dwelling units (EDU) and 7,725 wastewater EDUs for the tract. A portion of the property was outside of SAWS water CCN and was within the Yancey Water Service Supply Company’s CCN, so Yancey would serve that portion of the property. There was oversizing requirements and impact fee eligible for water and wastewater infrastructure. The developer would be required to extend two water mains. From Potranco Road to Highway 211 on the south, the developer would extend a 16-inch main along the existing and proposed Highway 211 to the northwest of the tract. There was an existing 24-inch water main that would be extended to the north through the tract along the future Stevens Parkway and then over to Talley Road to create a second looped system. For wastewater, there was existing wastewater infrastructure and the majority of the tract drained in the direction of the existing infrastructure. There was a small portion that would drain towards the east of the Medio Sewer Outfall. SAWS would participate with the developer to oversize the 36-inch water and wastewater main that was part of the trilateral project approved at the last board meeting.
The Specht Tract was a residential development located between Blanco Road and Highway 211, on the border of Bexar County and Comal County. The tract was 173.30 acres, and the developer was requesting 430 water and wastewater EDUs. The tract was within the recharge zone and within the five-mile radius of Camp Bullis. There was an oversizing requirement for the water infrastructure that would be built in two phases. The first phase would be built from the Specht Tract to the west along Blanco Road. A 60-inch water main would extend and tie into existing infrastructure along Borgfeld Road. The second phase would require a 24-inch main from Specht Tract over to the east to an existing 24-inch water main along Kinder Parkway creating a loop system. For wastewater, the developer would be required to build a lift station in order to serve the tract. The lift station and force main would be extended along Blanco Road to the southwest and down to Borgfeld Drive to existing wastewater infrastructure.

The Somerset Tract was a residential development located on both sides of IH-35 just inside southwest Loop 410. The tract was just under 68.75 acres, and the developer was requesting 362 water and wastewater EDUs. The tract was within a five-mile radius of military bases, and there was an oversizing requirement for water infrastructure. For water, there was an existing 24-inch water main along IH-35. The developer would extend an 8-inch main off of the 24-inch water main to supply both frontages of the tract. In addition, SAWS would participate with oversizing of a 12-inch water main along Somerset Road for future looping in this area. For wastewater, the developer would extend an 8-inch main through the tract and tie into an existing 12-inch gravity sewer main.

The Tuscan Oaks Tract was a commercial development located east of Highway 281 along Bulverde Road. The tract was unique with two different parcels. The original USA included both parcels as well as the existing infrastructure area in between the two. The USA was about to expire and the two remaining parcels had not developed under the original USA. The developer was submitting for a new USA to fill in the tracts. There tract was a total of 21.98 acres, and the developer was requesting 220 water EDUs and 132 wastewater EDUs. The tract was within the recharge zone and within the five-mile radius of Camp Bullis. There was an oversizing requirement for water infrastructure. For water, there was service on the western tract and an extension would be required on the eastern tract. The developer would have to extend the water main from the full frontage of the tract along Smithson Valley Road. SAWS would participate with the developer to upsize to a 16-inch water main. The situation was the same for wastewater. The western tract had ample infrastructure, and the developer would be required to extend an 8-inch wastewater main to serve the eastern tract.

The Schuhart Tract was a mixed use development located on the far west side, extending out on Culebra Road and FM 471. This tract was pulled from the last board meeting. At that time, it was under the name of Schuhart Family Tract. There were a couple of tables on the memo that still had Schuhart Family Tract, but know that the comments for Schuhart Tract and Schuhart Family were for the same tract. The tract was just under 1,198.90 acres, and the developer was requesting 4,700 water and wastewater EDUs. The tract was partially outside of the water CCN as well as the sewer CCN. Approximately 35 acres fell outside the CCN. Like the Medina 372 Tract and the Schuhart Ranch Tract located just north, the Schuhart Tract had similar infrastructure and impact fee eligible requirements. The production facility included wells, a ground storage tank, an elevated storage tank, water and wastewater mains, and lift station and force main systems. For this tract, the developer would
extend the 24-inch water main located along Culebra Road to the proposed ground storage tank and well site. From that point, the developer would extend a 16-inch water main to the proposed elevated storage tank that would follow the Schuhart Lake Ranch Tract property. For wastewater, the tract would require two lift stations. The eastern lift station would be able to just solely serve the Schuhart Tract. The western lift station would be oversized because it would not only serve the Schuhart Tract but also serve the Schuhart Lake Ranch Tract and the Medina 372-Acre Tract. Above the western lift station there was a 27-inch wastewater main that SAWS would participate in as it would serve two additional tracts. From the end of the force mains which extend just past the future Highway 211, there was a requirement to participate to oversize a 30-inch gravity sewer main that would extend from Highway 211 to Talley Road.

Staff recommended approval of the Utility Service Agreements for oversizing, impact fee eligibility, and service outside the water and wastewater CCN for the Stevens Ranch Tract, Specht Tract, Somerset Tract, Tuscan Oaks Tract, and Schuhart Tract.

Ms. Merritt made a motion to approve Item 35. Mr. Parra seconded the motion.

Mayor Nirenberg inquired about the acres of the Schuhart Tract that were within the CCN. Mr. Lehmann referred to the map that noted the limits of the tract and the areas outside of the water and wastewater CCN. He stated the area outside of the CCN was about 35 acres.

Mayor Nirenberg asked about what the changes were, since the tract was postponed from the previous meeting. Mr. Lehmann replied the developer added 20 more acres to the south of the tract. It was a family tract and, apparently, one other family member wanted to add about 20 acres.

Mayor Nirenberg asked if SAWS was extending requirements regarding water conservation or development in exchange for service. Mr. Lehmann stated that other than upsizing infrastructure and participating with the developer, we have not added any additional restrictions for this area.

Mayor Nirenberg commented on the facilitation of the continued movement out in that direction that would cost everybody at some point. A very small part of the tract was not within the CCN, but asking the developers to live up to our ethics on water conservation and so forth should be part of our process regardless.

Ms. Beymer added the USA required that the developers meet City Ordinances including dark sky provisions and other City requirements. The only thing that was not stringently outlined was certainly conservation efforts. But if they were within city limits, which this was not, it was evaluated. Certainly, we could work with the county on this requirement, but it’s something that we would have to look at and provide clarification. The USA did provide some requirements and some restrictions.

Mayor Nirenberg stated we need to make that part of our process moving forward. We were facilitating growth, so let’s make sure that the growth also facilitates the kind of good stewardship that was expected from our customers.
Ms. Hardberger asked how many of the actual EDUs were on the portion of the tract located outside the CCN. Mr. Lehmann replied he did not know.

Ms. Hardberger stated it would be helpful going forward to understand which aspect of the addition was truly new territory. She echoed the Mayor’s comment that technically the tract was within the CCN but outside the city limits. We were inheriting and living with the consequences of all of these patchworks of USAs. We needed to ensure the core City of San Antonio’s value system was engrained going forward. The developers were getting a service from SAWS, and SAWS was also getting an advantage to be able to put in infrastructure. The infrastructure was to SAWS specifications so that if we were to inherent it later, we were not having to retrofit. This was still creating a consequence in that where did it end. SAWS was not the only person that needed to be in the conversation, and a lot of that needed to be led by the City, at least, in partnership. She would like to see SAWS start to have the conversation about expanding USAs as part of a larger consistency with the City with use efforts because the never-ending City thing was not benefiting anybody in the long term. She understood that SAWS did not want to inherent a decrepit system. SAWS was part of the City. The City had its own expectations, thoughts, and desires, and she really wanted to make sure those were met. She stated her discomfort with approving these was continuing to grow. Mr. Lehmann responded staff was taking a more in depth look at how we could assist the City. It did ask for a fundamental change in people’s thoughts to ensure they wanted to go towards the City. He referred back to the aerial map and the existing and proposed USAs for the area. There were a lot of USAs out there, but not all had been developed so far. The oversizing of infrastructure was a benefit to prevent smaller systems. Staff would look for a fundamental direction from the Board whether to ensure growth in the future or postpone it.

Ms. Hardberger stated this was not a SAWS only conversation, and she wanted to make sure SAWS was a partner. SAWS had leverage when somebody wanted SAWS services, and we needed to have those conversations. Mr. Lehmann stated he understood.

Ms. Jasso stated since she came to SAWS in 2013, these questions had come up but always seemed to be who had the most leverage. SAWS didn’t have it. Everyone should be at the table. Developers had the most input. She discussed when the Dominion started and they didn’t use SAWS and now, all of a sudden, we were asked to fix their problem. She stated it was great to say we were part of the team and we needed to look at the big picture, but one of the things we needed to remember was that there were others that needed to come to the table. She applauded SAWS for constantly being there. Ms. Hardberger stated she agreed.

Mr. Puente commented the more stringent SAWS became, the more was asked of the development community. If it was not in SAWS regulations or just a negotiation tool, the developer would quickly jump over us and go to City Council. As the Mayor or Amy mentioned, the City had to be involved. SAWS needed guidance from City Council. Therefore, this Board would need guidance so that we could have those tools to show the development community that this was something that was coming from City Council and thus coming from our Board.

Mayor Nirenberg added the City was engaged in a growth management analysis to update growth strategies. If SAWS had not been invited to the table, he would make sure that
happened because it was absolutely vital in many respects. The growth began with exactly what the Board was doing right now, and we had to recognize that from city hall’s perspective. Mr. Lehmann stated he believed Bob Johnson was involved with the planning.

After no further discussion, Item 35 was unanimously approved. Verbal voting.

Mr. Puente informed the Board that the emergency orders allowing him to contract if there was an emergency was not on the agenda. During the time that he had those emergency powers since the April meeting, nothing came up that actually warranted having to use it. It looked like the economy was coming back and things were opening up. Some of the issues such as a regular board meeting were not there anymore, and the Board would not see the item on the agenda.

36. BRIEFING SESSION.

A. Briefing and deliberation regarding the Vista Ridge Project

Steve Clouse stated he was very excited to get the opportunity to come together and have the direct ability to address the Board and answer their questions. He provided an update on the Vista Ridge Project, and wanted to talk briefly about what Vista Ridge meant to the Edwards Aquifer. Staff had long believed that Vista Ridge would provide significant benefit to the Edwards Aquifer, not only now that we were in the operational period but really far into the future. The assumption was the Edwards water that was offset by Vista Ridge water would reduce pressure on the springs and, ultimately, the Edwards. Vista Ridge definitely supported the Habitat Conservation Program efforts. The reduction in pumping should directly provide benefit to the spring flows. Staff discussed these benefits and how those might be quantified with the Edwards Aquifer Authority. It was clear that the offset in pumping would have a positive impact on spring flows. Staff looked forward to validating this information and bringing it to the Board.

He provided an update on the Central Water Integration Pipeline (CWIP) project. In total, there were seven major projects going on simultaneously, and the work ranged from just north of Loop 1604 to about a mile north of SAWS headquarters across from The Quarry. The Agua Vista Station was the plant that treated the water being delivered by the project company. Segment 5.2 was a series of pipelines built in the Stone Oak area where the plant tied into the tanks and the water distribution. Segment 5.1 was the tunnel work that went all the way down to Loop 1604, ran parallel and, ultimately, under Loop 1604. The section just below that was an existing 48-inch pipeline that pumped water from the south to the north for about 30 years. The pipeline had to be prepared for water to go in the opposite direction so a lot of validation had to be done to make sure that would work. The Bitters Pump Station was one of three pumping stations that had to modify to accept the Vista Ridge water. Below that was existing infrastructure that had to be prepared for this water. The Maltsberger station had to be rehabbed. Segment 5.4 was new pipeline that was put in place. And finally was the Basin Pump Station that was rehabilitated. Some of these pipelines assessments and pump station rehabs was work that would have been done with or without Vista Ridge. When Vista Ridge was approved, those projects were moved up on the CIP schedule.

In February 2018, staff started planning and designing the projects, and were trying to hit that last time frame, April 15, 2020. April 15 was an important date because it was when
commercial operation and the actual delivery of water was to be begin as per the contract. CWIP included about four miles of complicated tunneling and disruptive open-trench work in a densely populated area. The tunneling was complete and almost all of the pipeline installation was complete. All of the work was expected to be substantially complete on July 18. This date was important because that was the date SAWS could actually start using the pipeline. Staff anticipated moving some water south in San Antonio through the pipeline immediately after that pipe was available to SAWS.

He gave an overview of the schedule of construction. All projects were at or right at completion, with the exception of the tunneling and the pipeline work between Agua Vista and Loop 1604. Once the tunnel became available, staff would go through a series of steps to ramp up usage of the water to 100 percent of the contracted amount of 45 million gallons per day. Of course, the plant was online on the commercial operation date of April 15. He stated that not all the permanent processes at the facility were operating that day. Staff tested and tuned the plants for several weeks using some temporary systems. The plant was now entirely running on its permanent delivery systems, and the contract performance tests had started. The performance tests were where the contractor approved that everything built worked together in harmony. It was anticipated that the performance test would be complete on or around June 30, assuming that everything worked as planned. Right now, the clean-up work and landscaping work were being done. About 12 million gallons per day of water was being sent to customers. Overall, the system and staff performed very well.

He wanted to make it clear that the delivery of Agua Vista water received from the project company before going through treatment already met drinking water standards. The treatment done at the plant was conditioning the water so that it more closely resembled Edwards Aquifer water or Trinity Aquifer water that had been distributed in these areas. Integrating the water into the distribution systems seemed simple enough, but it was actually pretty complicated. On April 15, he would not have recommended to turn on the pumps and let her rip, so to speak. We all want to get to full integration as quickly as we can, but we were going to manage the process to ensure that any chances for unanticipated responses or surprises were minimized.

The first area of distribution was north of Loop 1604 and west of Hwy 281, and was the ideal area to start integration of the water as the area was constructed with newer, more modern pipe materials. This area of integration had gone extremely well and there had been no problems. Staff would continue to studying how the pipes and the water progressed for delivery. The pipes were older as the water went further south in older sections of San Antonio. The older homes were built, in particular, with old galvanized pipe that had barnacles and rust flecks, maybe a reddish slime layer inside. This was typical for the type of pipe after it had been in service for decades. What was inside those privately-owned pipes was why we wanted to be slow and cautious moving towards full integration. There was a challenge with changing direction in flow for some major SAWS pipelines. Staff would look at that carefully, but were really focused on how the inside of the private infrastructure would be affected with a slight change of water chemistry and water temperature. Perfectly clear water could be produced at the plant, but if it hit older infrastructure and somehow caused some sort of disruption, then the rust color would be picked up by the water and would be evident in people’s taps. The water would be safe to drink, but we didn’t want to do something that created a concern within the community because of color in the water.
Back in 2016, old metal pipes were harvested out of the ground in San Antonio and were tested. The tests provided the treatment regime that was ultimately constructed at the Agua Vista Plant. The tests gave what was needed to have acceptable water for those pipes, but the test was done with many assumptions and many limitations. For example, there were only two wells at the Vista Ridge well site at the time that were accessible for water. There were 18 wells and all of those wells were slightly different in the water produced. Also, the water was picked up with a truck and a bunch of 55-gallon drums. That was a very small amount of water would go through the pipes continuously in a loop for the testing. Now, there was a lot of water produced after treatment at the Agua Vista site, and staff would rerun the pipe loop test with the water that was being distributed today. This was a lot of work, but he wanted the Board to know that staff was doing everything possible to make sure integration was done right the first time. Once the tunnel and pipeline were available, staff would start moving water south in a very step wise manner to observe how the pipelines and the water moved towards equilibrium. A three-step method would generally follow the north to south pattern with the different pumping stations, distribute water, wait and watch. Staff would wait about three weeks in between each of those steps, and anticipated the water would get to Basin Pump Station and 100 percent integration around September 1.

One of the biggest challenges to underground infrastructure was other underground construction. On May 21, 2020, SAWS had the first experience with underground construction on the Vista Ridge pipeline. The pipe was nicked, which created a leak. The leak occurred in a cornfield about 10 miles northeast of San Marcos. The small leak allowed SAWS, EPCOR and Garney the opportunity to coordinate and plan an approach on how to do the repair work. He pointed out that SAWS also took the steps to make sure the damaged pipe was repaired as per the original pipe manufacturer instructions. All work and cost for this repair was borne by the project company. He discussed the process to estimate the flow, which was about 160 gallons per minute or 350,000 gallons. But when the water that was drained out of the pipe to make the repair was factored in, the estimated amount jumped up to about two million gallons. The bigger question other than who would pay for the repair was how to account for the water. Staff dedicated an immense amount of time on how water would be tracked during the development of the contract. The term for tracking the water was called water made available.

He gave an overview of the process for the May event to show how the water was tracked. In the July or August board meeting, staff would provide a more detailed explanation of how water made available was calculated. He referred to a chart showing the baseline daily volume of 137 acre-feet per day that was the amount of water the project company had the right to deliver each day to SAWS. The baseline daily volume of 137 acre-feet per day times 365 days was 50,000 acre-feet. The next column was the daily max volume of 149.2 acre-feet per day, which was the amount of water the project company could deliver during summer months to make up for shortfalls. The project company could deliver up to 53,000 acre-feet in a year, when shortfalls were present. The next column was the daily delivered water units, which was the amount of water the project company actually delivered to the Agua Vista Station each day. The next column was the excused supply shortfalls. This was the amount of water the project company had the right to make up later in the contract period. SAWS did not pay for this water until it was delivered, but the project company had the right to deliver it later. Next was demand shortfalls. Because of the commercial operation period
and because SAWS had not yet taken 137 acre-feet per day, SAWS accrued demand shortfalls. SAWS would pay for that water now, and the project company was obligated to deliver it later at no additional charge to SAWS. The final column was what SAWS actually paid for water each day. He wanted to show the level of detail and complication that was anticipated in the development of this contract. Everyone knew there would be days of demand shortfalls and days of supply shortfalls. The recent event tested the contract and it worked. All the effort to anticipate, understand, and document this type of event back when the contract was drafted had paid off. With the integration plan of carefully working through integrating the water to the south hopefully by September 1, he anticipated that SAWS would accrue around 10,000 acre-feet of demand shortfalls. Under the daily maximum volume, the project company could deliver an additional 3,000 acre-feet per year during the summer months if shortfalls were present. Depending on how quick we could get to full integration, we should be able to recover the accrued shortfalls within a three-year to five-year window. The contract gave flexibility to get to full integration, and the contract tools allowed getting it right the first time. He stated that staff would come back in July or August with additional details on water made available.

Doug Evanson reviewed the cost of the improvements compared to prior estimates, in particular the 30 percent cost model by Kiewit in 2017. Kiewit’s 30 percent design estimate for the project came in at almost $208 million. This amount did not include the projected costs associated with easement acquisitions completed by SAWS staff or the projected costs associated with SAWS owner’s rep, Black & Veatch. These amounts were added to the Kiewit estimate to come up with the 30 percent cost model estimate total of approximately $223 million, which did not include any overhead dollars generally loaded on to CIP projects. He stated it was important to note that the 30 percent figure was quite a bit higher than Kiewit’s 15 percent design estimate. There was a fear that that number would continue to grow before getting to the guaranteed maximum price. Staff decided to make a change. As a result, the Black & Veatch contract was terminated and SAWS ended up doing traditional design bid build for the project.

He reviewed the CIP budgets during the last five years. The total budgeted integration costs end up being very close to the initial 30 percent Kiewit estimate. The budgeted capital costs was about $224 million, which included about $5 million pertaining to overhead costs. While there were a few things to be done, there would not be any additional amounts budgeted for the CWIP projects, and staff was hopeful that the project may come in just slightly less than what was budgeted. Steve just walked through some of the difficulties associated with the project. There were essentially seven major construction projects going simultaneously for staff to manage. He reviewed the budgeted amounts for the improvements over the past six years. More than $217 million of the $224 million total, or about 97 percent, was budgeted during the periods 2016 to 2018. This was important to keep in mind when looking at the projected and actual rate impacts associated with this water supply project. He discussed the initial water supply fee rate projections for the average customer assuming water usage of 7,092 gallons. In 2015, a customer was expected to pay a little less than $10 both in the projection as well as what was actually implemented. In 2016, the water supply fee went up to $10.73 in both instances. The projected amounts grow a little bit faster with fees at $12.49, $13.30, all the way up to $23.00 by full integration in 2020. In 2018, the difference in projections and actual fees was the capital cost differences, even though capital costs may have come in slightly more than what was projected back then.
Cheaper financing rates was one of the benefits to help reduce the actual fee. At the end of 2018, the fee was about $1.33 less than what was originally projected. Fast forward to 2020, the fee was about $4.00 less than originally projected, which was largely resulting from the fact that the capital groundwater unit price was locked at $1,606 as opposed to the original projected $1,959. While the 2021 budget process was not yet complete, he was confident in SAWS ability to not have to seek any sort of rate increase during 2021, despite some of the negative impacts associated with the COVID-19 pandemic. He had asked staff to look beyond 2021, and he was fairly optimistic to not have a rate increase for several years going out into the future. He stated he would come back to the Board in a few months to review the proposed budget.

Chairman Guerra stated he especially liked the no rate increase in 2021, maybe none in 2022. He liked the fact that we came in under budget as far as the amount that was going to be increased for the customers.

Ms. Hardberger asked if there was an expiration for when the water had to be used for the total predicted demand shortfall associated with completing the distribution project. There were questions about how much was even needed now with the regular amount, and now we're banking an additional 10,000 acre-feet. Mr. Clouse replied the demand shortfall would always be able to be integrated. As it kind of grows, the demand shortfalls actually might benefit SAWS into the future. SAWS had the right to get those during the contract period, over the 30 years. Even beyond the end of the contract period, the project company was still obligated to provide the water.

Ms. Hardberger stated in the short-term, the briefings to the Board on the water budget needed to be fairly regular until they got a feel for the demand relative to the full delivery. Mr. Clouse responded the table was a very simplified version of the spreadsheet. He stated Marty Jones had invested incredible brainpower in trying to get that exactly precise.

Ms. Hardberger acknowledged the accounting was complicated, but it was not effective for transparency or for the Board to be able to do their job. She commented on the initial cost models on slide 14, and the estimate of $208 million. She asked about the date of the quote because at one stage, the number she had in her head was like $180 or $188 million. She wanted to know if a moment of time was captured for the $208 million, and at some point another number was put out there. She wanted to make sure everyone was talking about the cost change over time. Mr. Evanson replied the amount came out of the 30 percent cost model dated December 2017 or January 2018, might have been the final revised date for that cost estimate. There were other estimates before that time. Obviously, there were some estimate used to put together the rate projections from October 2015. At that time, the estimate was somewhere in the $150 million range. Obviously, it had gone up, but it was before any sort of design whatsoever. He pointed out the biggest area of difference was in the tunneling project.

Ms. Hardberger asked what was initially approved by the Board as the cost for the project. Mr. Evanson replied the Board continued to approve pieces. In 2016, the Board approved $30.2 million, and then $114.4 million in 2017. These would add up to that roughly $150 million, but in 2018, staff realized there were additional costs that needed to be accounted for and approved.
Mr. Parra commented on the amount of coordination needed over the years, not only to deliver Vista Ridge, but to continue delivering water and wastewater services and to do the Consent Decree. He asked about the type of efforts or requirements established for utility coordination to avoid future events where Vista Ridge might be damaged by others. Mr. Clouse responded that through an oversight on the project company’s part, the pipeline had not been registered with the statewide program for identifying where underground infrastructure exists, the 811 Program. Clearly an oversight, and the pipeline had since been put on the 811 Program. He thought different people were assuming someone else had done it, but it had not been done. Once in the 811 Program, anyone digging in that area would identify the exact location of the pipe. They would use mechanized equipment to a certain point, and then hand dig once they’re close to the infrastructure.

Mayor Nirenberg stated this was welcome news obviously about 2021 and 2022 rates. He asked about the status of the rate advisory process. Mr. Evanson replied that was the next briefing item.

Mayor Nirenberg asked how a gas pipeline company came anywhere near the pipeline to do damage to it. Mr. Clouse replied the 811 Program would identify exactly what underground infrastructure exists. The pipeline that was not owned by SAWS had not been registered with the 811 Program. We were extremely fortunate that the mechanized equipment didn’t take out the pipe in its entirety. It just barely nicked the pipe, which gave the ability to plan and manage around it. The pipe was registered with the 811 Program now, so that should cover 98 percent of avoiding the next hit, but just like we see in San Antonio, due diligence was required. Whenever another major construction effort was going on in the area, contractor sometimes want to cut corners and would dig as close as they could without getting into hand digging. Occasionally, SAWS pipelines across San Antonio got hit even though the pipelines were clearly identified and marked of the exact location.

Mayor Nirenberg asked if it was our pipeline that wasn’t registered in 811. Mr. Clouse replied no. Currently, the project company owned, operated, etc., all of the 142 miles of Vista Ridge pipeline. SAWS didn’t control that, SAWS would identify anything through the 811 Program. The pipeline would become at the end of the 30-year period, but for now, it was theirs to take care of and manage, and they didn’t have it in the 811.

Mr. McGee commented on the clarification of capital costs, and stated he had it in his head that the Board originally voted on about $150 million, and then the cost went up to $190 million, now $224 million. He inquired about the amount of money paid up front for the demand shortfall. Mr. Evanson stated the cost per acre-foot was $1,606 for capital groundwater unit price, and then SAWS paid electricity, etc. He thought the project company was accruing capital, but didn’t know exactly. Taking the potential 10,000 demand shortfall units times $1,606 unit price, SAWS would basically carry $16 million worth of prepaid water that would then be received in subsequent periods. The project company had an interest in getting those demand shortfalls units paid off because they couldn’t bank supply shortfall units until they paid off the demand shortfall units. When they have to take the system down, for example, each year for a seven-day period, they would like to be ahead. By the end of this period, SAWS would have prepaid roughly $16 million for that water, but then to the extent that 53,000 acre-feet was received as opposed to 50,000 acre-feet next year,
SAWS only had to pay the unit price on 50,000 acre-feet. He stated he only had to budget for the 3,000 acre-feet.

Mr. McGee added it was moved to a prepaid asset. He stated he looked forward to Donovan’s thorough explanation of the spreadsheet. Mr. Evanson confirmed.

B. Briefing and deliberation regarding the 2019 Cost of Service and Rate Design Study

Mary Bailey presented an update on the 2019 Cost of Service and Rate Design Study. She commented on the public comments to the Board about what SAWS was doing for customers during this challenging time. Disconnections were discontinued in mid-March and customers were not being charged late fees. There were no plans at this time to resume these. SAWS was even turning water back on for customers that had previously been disconnected because of how important it was that people had water during this health situation. Extended payment plans were also offered to customers. In the past, staff would have offered a three-month extension as the standard payment arrangement, but some were going as far as out as 18 months if that’s necessary for the customer to be able to handle their delinquency. Staff was also in the process of developing a way for customers to sign up for payment arrangement on the customer portal without having to call in and talk to a customer service agent. This was expected to be functional probably early next month. SAWS had done a lot to make sure no one was being impacted by their inability to pay for their water bill.

Since March, the rate study process had been suspended with the Rate Advisory Committee (RAC) due to the COVID-19 restrictions. She wanted to remind the Board of the accomplishments that the RAC had been able to make prior to the March suspension, and then discuss some options about how and when to move forward. Periodically, a cost of service or rate study was done every five years or so. The last one completed was in 2015, and those recommendations were implemented in 2016. Periodic rate studies were done to make sure pricing structures reflect both SAWS and community objectives. The cost of service principles should be adhered to in accordance with industry standards, and the rate study was typically revenue neutral. The rate study would be conducted with the help of a national rate consultant as well as the RAC and approved by the Board.

In July 2019, the Board awarded a contract to perform a rate study to Raftelis Financial Consultants, a national consulting firm. In September 2019, the Board appointed 20 members to the RAC. Each council member nominated a member to represent their district. Staff then recommended an additional 10 members, including the chair, Frances Gonzalez, to ensure that every segment of the customer base was represented. In October 2019, after the RAC had reviewed the draft of the bylaws, the Board approved the bylaws. The purpose of the RAC set forth by the bylaws was best represented by the RAC mission statement, which was presented at the start of each RAC meeting as a way to ensure that the meeting stayed on topic and focused on the intent of the RAC. The RAC had met eight times since their appointment in September 2019, and had accomplished a number of things that were crucial to the rate study process. First, they received an overview of SAWS operations, current rate design, affordability plans to understand the landscape mechanism. They were introduced to new approaches of measuring affordability by Dr. Manny Teodoro, professor at Texas A&M. They reviewed the usage and revenue data since the last rate study to
determine the impact and the effectiveness of the rate design changes that went in effect in 2016. They ranked pricing objectives to be considered during the review of the rate design, with affordability and conservation ranked as essential. This demonstrated strong support among the RAC members that water services should be affordable to all customers and that water was a precious resource that should not be wasted. Objectives such as rate and revenue stability and basing the rates on cost of service principles were also considered by the RAC to be very important. These pricing objectives would be used by the RAC to evaluate the efficacy of any potential changes in rate design. The rate study was using the cost and usage information that provided the basis for the 2020 SAWS Operating Budget as approved by the Board last November. This data was utilized by the consultants to allocate costs to the various customer classes, based on the usage characteristics and became the target for any changes in the rate design. The RAC reviewed the components of the revenue requirements and the processes by which Raftelis allocates costs to the various customer classes. During the March briefing, she had reviewed some of the key recommendations from the RAC related to cost of service.

The focus and next steps for the rate study process was where different changes in the rate structure were modeled and provided to the RAC for review. Any changes were meant to be revenue neutral, meaning the same amount of revenue had to be generated to meet SAWS operating and debt service requirements. The original RAC meeting schedule anticipated the rate scenarios would be presented and evaluated in March, April, and May, with the RAC wrapping up their evaluation hopefully in May. Before the end of the February meeting, the RAC members were polled on the types of rate changes that they would like to see modeled and most prevailing ideas were related to the residential class. First and foremost, people thought fixed charges needed to see a reduction. There also was some support for the idea of a variable fixed charge. A lot of people thought there probably needed to be less blocks. SAWS had eight rate tiers in the residential structure, and most wanted to see fewer tiers. Others suggested perhaps an increase in the Lifeline block. The first 2,992 gallons was at a very low volumetric rate, and the thought was that needed to be more for a larger family size because that amount was not sufficient to support indoor use. The water used within the different tiers would be obviously big if there were fewer tiers. Another suggestion was to look at the average winter consumption used to measure sewer usage, and perhaps use the first tier block. This would mean that everyone could potentially have a different tier for one block and that would be designed as essentially to represent indoor usage. Unfortunately, the work of the RAC had to be suspended in mid-March due to the impact of the COVID-19 virus. There were restrictions on public gatherings, and various safety measures implemented initially that made in-person meetings impossible. Social distance and safety considerations still made those meetings extremely difficult. Virtual meetings were considered, but deemed to be impractical given the amount of collaboration and interaction required to effectively evaluate potential rate design changes.

Mr. Evanson stated while COVID-19 had an impact on the ability to conduct the physical aspect of the RAC meetings, the global pandemic also had a significant impact on customer water usage, which was one of the primary drivers in the determination of cost of service. He reviewed customer water usage patterns both by class and time of year, and the budgeted amount of water usage in gallons for each of the various classes of customers broken down by the each quarter. Residential customers were projected to use 7.7 billion gallons of water during the first quarter, with that amount increasing to 9.3 billion gallons in Q2, 11.7 billion
gallons in Q3, etc. In total, the projections to serve the community were about 65.9 billion gallons of water during 2020. He noted how relatively stable the usage patterns were for both commercial and multifamily class. The usage in these two classes was relatively constant from Q1 to Q3, as compared to either the residential class with projected usage increase was more than 50 percent from Q1 to Q3, and the irrigation class with projected usage of approximately 90 percent from Q1 to Q3.

SAWS actual usage expressed as a percentage of SAWS budgeted usage by customer class for Q1 as well as both April May of Q2. If actual usage were to equal budgeted usage, then the vertical bar on the graph for that class and time period would equal 100 percent. Any percentage of less than 100 percent meant that the class used less water during the period than budgeted, while any amounts in excess of 100 percent meant that the class used more water during the period than was budgeted. Usage during January through March was less impacted by the effects of COVID-19 than either April or May. Significant impacts and slowing of business activity started mid-March. In April, metered usage as a percentage of budgeted usage trend fairly closely during Q1, with the exception of commercial and industrial users that kind of fell off a cliff a little bit and finished the quarter at 74 percent of budget. He noted that commercial and industrial usage was pretty constant. In May, there was a slight uptick in residential, multifamily, and irrigation usage, but commercial usage reduced even further with metered for the month at two-thirds of budgeted levels. There was probably a little bit of lag in the data in that the meter usage reflected in the May figures would actually be usage in the latter part of April and early part of May. The amount of water used by each customer class was a concern because it was one of the primary determinants of cost of service. If a whole bunch of cost were loaded onto the commercial and industrial class and their volumetric usage didn’t bounce back, the revenue shortfall would be exacerbated.

He reviewed some of the options for the rate study process. Option 1 was to start up in the near future to set up a location that would allow for social distancing. One of the challenges was that oftentimes there were in excess of 40 participants in the RAC meetings. This would allow the process to be completed in a timely fashion, and provide the greatest potential to retain existing RAC members with the material being relatively fresh. There were a number of challenges associated with this approach. Obviously, safety was a key priority in conducting meetings in a safe fashion so RAC members, staff, consultants, and the public could feel safe during the meetings. In addition, when the rate study was completed, staff would have to go out and solicit public input on the recommendations before asking the Board to vote on those. He also wanted to make sure that any changes implemented would not create a situation where the problem was exacerbated and potentially magnify any potential revenue shortfall. It would also be difficult to solicit public feedback into an already uncertain challenging environment. The rate study process would not be complete in time to reflect any changes in the 2021 budget process. He stated he was also sensitive to the rating agencies. Obviously, SAWS had a very large capital program with $2.5 billion worth of capital improvements that were going to be needed by the system. He wanted to make sure that anything done would not drastically impact SAWS financial stability, which would be viewed as a negative by credit rating agencies.

Option 2 was to pause the process until late 2020, early 2021, with the goal of completing by April. This would enable whatever changes get approved to be baked into the 2022 budget
process. It would allow staff to have additional information and would increase the ability potentially for public outreach and feedback. Some of the information in the rate study may need to be updated. Likely, there would be some impact on the cost of the study. City Council was asked to appoint various RAC members, and there would be some turnover of certain members in May 2021. Obviously, RAC member retention, both the physical and knowledgeable, would be challenging.

Finally, the last option was to just basically put a hold on the process for a 12-month to 18-month period. Option 3 probably would be the safest option, and we could probably get through it without interruption. RAC members could spend more time on rate design, which could be the focus going forward. Obviously, staff would have the most information about what was the new normal, but wouldn’t bake it in until 2023. He did not know with the procurement process, whether the existing consultant contract would continue. Some new RAC appointments may also be required, since there would be new council members without any representation. He asked for some feedback from the Board to help staff determine the best way forward.

Mr. McGee stated there was really nothing more important than to have the RAC process done right, important for SAWS, important for the entire community. It required the Board’s full attention, and it required facts and clarity. The elephant in the room right now was the economy. No one knew where the economy would land, or what the effect would be on local businesses, consumers and ratepayers. There had to be dialogue and communication from every perspective in San Antonio, and we had to be able to get together to hear each other to get this right. He did not see how to keep the process going right now and get it to where we would have an outcome that was complete, knowledgeable and fair to everyone. He inquired about the opinion of the RAC chair. Ms. Bailey replied she did speak quite a bit with Frances Gonzalez, and received an email sent by Ms. Gonzalez that conveyed her thoughts on the timing to relaunch the work of the RAC. Given the situation, Ms. Gonzalez said she appreciated staff’s assessment of the best timing for the RAC to complete the rate design process. Ms. Bailey stated staff felt the best option would be to go with Option 2 for now and watch to see what happened. Staff could evaluate if there was enough data and if things had gotten better or worse by the end of the year. Instead of automatically going to Option 3, we could take a measured approach for another four to six months. She stated that Ms. Gonzalez agreed the data used to develop the cost of service allocations and rate design options no longer represented water usage characteristics in the near term, and staff should continue to monitor the City’s recovery and the impact on water usage for a period of time.

Mr. McGee commented that staff was not asking for a vote, but just the Board’s thoughts and opinions. His personal thought and opinion was for now the environment would not allow us to move forward, but it would be great to resume at the earliest possible time once things settled down.

Chairman Guerra agreed with Mr. McGee and staff that Option 2 would be the best. We could look at it again carefully at the beginning of 2021, and see if we could move forward robustly like we should.

Mayor Nirenberg added there was concern about a lack of transparency and moving too fast, when the process started. He wouldn’t want to force the process in which it’s more difficult
for the public to participate, and potentially start to eliminate meetings that might be productive. He acknowledged that there had been a lot of good work already done and we had to prepare for contingencies. He asked if staff could produce an interim report that could capture where the RAC was now so that if we have to come back to this six months from now or evening longer, we weren’t starting from scratch and could account for a different starting point with the discussion. This would also acknowledge the work that’s been done for us as a Board and for City Council as well. Ms. Bailey confirmed staff could draft a report to present to the Board at a future meeting and get the consultants to help with the report. The report would also be distributed to the RAC members to ensure that they’re all in agreement with the comments.

Ms. Hardberger agreed an interim report would be a great way to give credit to the RAC members for their work and to maintain the work that was done. She asked Doug to talk a little more about the reduction of usage and the model for determining cost of service for each of the classes and how that was important to the process. Mr. Evanson provided an example to demonstrate the effect of the reduced usage. As an example it was determined $100 million was the amount of cost needed to be recovered from the commercial and industrial class of customers, and historical usage was about 15 billion gallons. The rate structure would be developed to recover the $100 million spread across the 15 billion gallons. But instead of coming in at 15 billion, the class came in at 12 billion gallons. Some of the cost should have been allocated to the residential class potentially because revenue would not be recovered if there was not going to be that kind of volumetric usage from that particular class.

Ms. Hardberger asked if there was a way for the RAC to come up with rate structures and sort of run the model to see what would actually cover the total cost. Mr. Evanson replied we would need to assign numbers to the classes. He did not want to represent something to the Board or recommend something that was going to leave us woefully short of revenue. We would not be fulfilling our fiduciary responsibilities to make sure that we maintained SAWS as an entity.

Ms. Hardberger stated she agreed and was comfortable with the delay with the amount of uncertainty. She personally would be uncomfortable saying a 12-month delay, but would love to give it two to three months and then come back. The world had changed in a very short time-frame and may stabilize in a couple of months. Maybe by then, we would be able to set a date certain or sort of look at what the trends were doing. Mr. Evanson stated that was our conclusion as well that we monitor for the next couple of months and see kind of how we’re doing. Hopefully, we would be able to get back, and be over in the conference room or cafeteria or somewhere where we could spread out and move forward to get it done.

Chairman Guerra agreed with Amy to look at it again in 60 or so days. He stated his premise was that starting in 2021 would work just because everything would be cleared up by then, hopefully. Option 2 would work but with a step in between to look at it at that time.

Ms. Merritt inquired about measuring affordability differently for a family who lived in Stone Oak compared to a family who lived on West Martin Street. Ms. Bailey responded that one of the suggestions Dr. Teodoro brought to the RAC was the bill for someone that was essentially at 20th percentile of income would be evaluated for affordability. SAWS as
a utility would need to decide what metrics were right for the community. Staff would continue to evaluate the average bill to see if it met those affordability metrics that we as a community think was appropriate. Obviously, SAWS also offered affordability discount programs that help families that were near poverty levels with more assistance on their bills. The assistance could also be reviewed to make sure it was sufficient and appropriate.

Mr. Parra agreed that there was not enough data and the need for transparency with the meetings. He agreed with the recommendation for Option 2 and wait for that medium time period that would allow us to comply with our fiduciary responsibility.

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

None

At this point in the meeting, an Executive Session was held. The time was 11:19 a.m.

38. **The Regular Session of the June 9, 2020 Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Sections §551.071, §551.072 and §551.074 of the Texas Open Meetings Act.**

39. **EXECUTIVE SESSION.**

A. **Deliberation and consultation with attorneys regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer pursuant to Texas Government Code §551.074 and §551.071, respectively.**

B. **Consultation with attorneys and deliberation regarding real property related to the Mitchell Lake Wetlands Project pursuant to Texas Government Code §551.071 and §551.072, respectively.**

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 Texas Government Code §551.071.**

40. **The Regular Session of the Regular Board Meeting of June 9, 2020, is hereby reconvened.**

The meeting reconvened at 12:27 p.m. The Chairman stated that no decisions were made in Executive Session.

41. **A Resolution declaring an approximately 5.168 acre tract of land located in the southeast and southwest quadrants of Bexar County, Texas near Mitchell Lake, as surplus to the needs of the System and authorizing the President/Chief Executive Officer to transfer use and control of the property to the City of San Antonio for construction of a public right of way. (NANCY BELINSKY – DONOVAN BURTON)**
Donovan Burton presented Items 41 and 42, regarding tracts of land located in the southeast and southwest quadrants of Bexar County, Texas near Mitchell Lake. He gave an overview of the Mitchell Lake Wetlands Project and the 115-acres to be constructed into wetlands as part of the project. The project would be designed by 2021, with construction to begin in 2022 through 2024. The Trautmann Tract was 285.47 acres and purchased in January 2018, with the intention of declaring some portion surplus at a future date. A portion of the tract would be needed for the wetlands, but it was more economical to purchase the larger tract and sell any surplus. The City also wanted to build a public right of way from 281 to Pleasanton Road that would run through the tract. SAWS was in negotiations for the SA Miers tract as part of the project, and a necessity ordinance for the 234-acre tract was approved on June 4, 2020.

The portion of the Trautmann Tract that was needed for the public right of way was 5.168 acres. SAWS would transfer use and control of the property to the City to support the construction of a public right of way to provide enhanced access to the Mitchell Lake Wetlands Project, and would enhance the value of the remainder adjoining property. Another portion of the tract was no longer necessary for the project, and staff wished to declare 123.133 acres of the property surplus to the needs of the System. Once approved as surplus, the property would go through the normal canvassing process at the City. If the City did not need the property, the property would be declared surplus to the City and the sale process would begin.

Staff recommended declaring 5.168 acres surplus to SAWS needs, and transferring use and control of the property to the City of San Antonio for use as a public right of way.

Mr. McGee made a motion to approve Item 41. Ms. Jasso seconded the motion.

After no further discussion, Item 41 was unanimously approved. Verbal voting. Mayor Nirenberg was not present for the vote.

42. A Resolution declaring an approximately 123.133 acre tract of land located in the southeast and southwest quadrants of Bexar County, Texas near Mitchell Lake, as surplus to the needs of the System; recommending that the San Antonio Planning Commission and City Council consent to such declaration; authorizing the President/Chief Executive Officer to dispose of said property.

(NANCY BELINSKY – DONOVAN BURTON)

Staff recommended declaring 123.133 acres surplus to SAWS needs and recommending to the Planning Commission and City Council to consent to the declaration as required by City Ordinance No. 75686.

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

After no further discussion, Item 42 was unanimously approved. Verbal voting. Mayor Nirenberg was not present for the vote.
43. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF JUNE 9, 2020, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of June 9, 2020, adjourned at 12:34 p.m.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>This Board Meeting</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Contracts</td>
<td>Estimated Amount</td>
</tr>
<tr>
<td></td>
<td>(SMWB)</td>
<td>(SMWB)</td>
</tr>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>1</td>
<td>334,294.00</td>
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<td></td>
<td></td>
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<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>5</td>
<td>3,279,840.81</td>
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<td>6</td>
<td>3,614,134.81</td>
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<td></td>
<td>334,294.00</td>
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SMWB Purchasing

Contracts (percentage) 16.67%  9.25%  28.21%  18.77%

*******************************************************************************

Board Action Date: August 4, 2020
RESOLUTION NO.

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

WHEREAS, the Director of the Purchasing Division of the San Antonio Water System (the “System”) has recommended certain bids be accepted, that certain contracts be awarded, and that certain other actions be taken to procure services, equipment, materials and supplies which are necessary for the operation of the System; and

WHEREAS, the said recommendations are fully set out in "Attachment I" which is attached hereto and made a part hereof, and said recommendations have been approved by the System’s President/Chief Executive Officer; and

WHEREAS, the appropriate bidding procedures regarding the procurement of goods and services have been adhered to in the compiling of the attached recommendations, as reflected in administrative records supporting this resolution; and

WHEREAS, funds are available in the System’s budget to pay for the required services, equipment, materials and supplies; and

WHEREAS, the Board of Trustees of the San Antonio Water System desires (i) to accept the bids and award the contracts as recommended, (ii) to authorize from available funds of the System the expenditures necessary to carry out the recommended procurements, and (iii) to authorize the Director of the Purchasing Division or her designee to execute all contracts and other documents necessary to carry out the recommended procurements; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the bids are accepted and the contracts are awarded for procurement of the services, equipment, materials and supplies listed in Attachment I, as recommended by the Director of the Purchasing Division.

2. That the expenditure of the necessary funds from the appropriate budget fund of the System for the procurement of the said services, equipment, materials and supplies is hereby authorized.

3. That the Director of the Purchasing Division, or her designee, is hereby authorized to notify bidders of the acceptance of bids, to execute contracts and other documents, and to carry out all other actions necessary to procure the said services, equipment, materials and supplies.

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 4th day of August, 2020

Berto Guerra, Jr., Chairman

ATTEST:

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

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
</table>
| 1. Urcore Companies, LLC dba Core Electrical Group (SBE) | One-Time Purchase of Salient Rack Mount Servers Bid No. 20-20066 | All | $ 334,294.00 | This is a System one time purchase of Salient Rack Mount servers for an upgrade, replacement and improvement of the existing System security video management system devices.

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

Board Date: Aug. 4, 2020
### 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></th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Core and Main, LP</td>
<td>Annual Contract for PVC Pipe Series (C900), (C905) and (C909)</td>
<td>All</td>
<td>$593,160.00</td>
<td>This is a new contract. This contract will be utilized by SAWS warehouse for the purchase of PVC Pipe Series C-900, C-905 &amp; C-909 on an as need basis to be used by maintenance crews for installation and repairs of SAWS water infrastructure. This contract will be effective Date of Award (August 4, 2020) through May 31, 2021. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
<tr>
<td>2</td>
<td>Pace Analytical Services, LLC</td>
<td>Best Value Bid for the Purchase of Environmental Laboratory Services Accredited under the National Environmental Laboratory Accreditation Program (NELAP)</td>
<td>All</td>
<td>$117,892.00</td>
<td>This is a new contract. This contract will be utilized for System employees who requires support for various projects outside the scope of its routine function or when, for various reasons, testing cannot be performed by the laboratory staff. This contract will be effective Date of Award (August 4, 2020) through July 31, 2021. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
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<tr>
<td>3</td>
<td>San Antonio Armature Works, Inc.</td>
<td>Annual Contract for Electric Motor Repair Small Motors (Up to 10-250 HP)</td>
<td>All</td>
<td>$496,527.00</td>
<td>This is a new contract. This contract will be utilized by System for the repair of single and three-phase AC electric motors; small motors (up to 10-250 HP) including rewinding, reconditioning, machine-work and tear-down, inspect and repair. This contract will be effective September 1, 2020 through August 31, 2021. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
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Board Date: Aug. 4, 2020
**Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements**

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<tr>
<td>4. Praxair Distribution, Inc.</td>
<td>Annual Contract for Liquid Carbon Dioxide (99.5%)</td>
<td>All</td>
<td>$1,598,952.27</td>
<td>This is a new contract. This contract will be utilized by System for the purchase and delivery of Liquid Carbon Dioxide, 99.5% purity for use in treatment of potable water at the Desal and ASR Plants at the H2Oaks Center and the Agua Vista Station. After the annual contract quantities had been finalized and the bid advertised, a water quality goal change was made at the Agua Vista Station that requires the use of more liquid carbon dioxide in the water treatment process. With the competitive pricing provided by Praxair under this new contract (with a unit price 16.8% less than the previous contract), we are adding 25% additional funds to the base and extension years to cover the new estimated annual usage. This contract will be effective Date of Award (August 4th, 2020) through July 31st, 2021. The Agua Vista Station will begin accepting deliveries once the funds on the existing contract are depleted. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
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<tr>
<td>5. Western Material &amp; Design, LLC</td>
<td>Request for Proposal for Type B Ultra-Rapid Setting Cement Mix</td>
<td>All</td>
<td>$793,100.00</td>
<td>This is a new contract. This contract will be utilized by System to provide a Type B Ultra-Rapid Cement Mix to produce a rapid setting flowable fill mix design. This contract will be effective Date of Award (August 4, 2020) through September 30, 2021. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
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$3,599,631.27

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

Board Date: Aug. 4, 2020
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
**TABULATION OF BIDS**

**PROPOSAL:** One-Time Purchase of Salient Rack Mount Servers  
**FOR:**  
**TIME & DATE:** 3:00 p.m., June 25, 2020  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 ea. PL516T3BSAW01, 6 Camera 16 TB</td>
<td></td>
<td>5,379.00</td>
<td>134,475.00</td>
<td>5,642.00</td>
<td>141,050.00</td>
<td></td>
</tr>
<tr>
<td>29 ea. PL520T3BSAW01, 8 Camera 20 TB</td>
<td></td>
<td>5,801.00</td>
<td>168,229.00</td>
<td>6,085.00</td>
<td>176,465.00</td>
<td></td>
</tr>
<tr>
<td>810 ea. YE3, 2 year extension to the original YUP</td>
<td></td>
<td>39.00</td>
<td>31,590.00</td>
<td>41.00</td>
<td>33,210.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td><strong>334,294.00</strong></td>
<td></td>
<td><strong>350,725.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Terms**  
Net 30 days  
Net 30 days  

**Delivery Days**  
90 days  
60 days  

**LOW BIDDER**

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

- Alterman, Inc.  
- Avatech Technology Solutions, Inc.  
- CDW Government LLC  
- Centre Technologies, Inc.  
- Checkpoint Services, Inc.  
- Commonwealth Computer Company  
- Core Electrical Group  
- EST Group, L.L.C.  
- GCS Technologies, Inc.  
- General Datatech, L.P.  
- GovConnection, Inc  
- GTS Technology Solutions, Inc.  
- HiEd Inc.  
- Insight Public Sector, Inc.  
- Logical Front, LLC  
- Mark III Systems Incorporated  
- Netsync Network Solutions, Inc.  
- PC Specialists, Inc. dba Technology Integration Group (TIC Technology Assets, LLC dba Global Asset Online  
- Pivot Solutions, North America, Inc. dba Sigma Technology  
- Premier Logitech, LLC  
- Presidio Networked Solutions Group, LLC  
- Prime Systems/Dircon  
- Red8 LLC  
- SHI Government Solutions, Inc.  
- Sirius Computer Solutions, Inc.  
- Spectrum Imaging Technologies, Inc.  
- Sterling Computers Corporation  
- Summus Industries, Inc.  
- TanChes Global Management, Inc.  
- Technogent  
- Unique Digital Technology, Inc.  
- Virtual Communication Specialists, LLC  
- Waypoint Business Solutions  
- Weaver Technologies, LLC  
- World Wide Technology, Inc.

**NO BID - Mark III Systems Gov. Solutions LLC**  
(Reason: Do not sell the item(s) required)
**TABULATION OF BIDS**

**FOR:**
PVC Pipe, Series (C900), (C905) and (C909)

**TIME & DATE:**
3:00 p.m., June 25, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITEM 1</strong></td>
<td>PVC C900 Pipe Class 150 (DR18)</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>1,000 ft. 4&quot; PVC (C900) Pipe (SAWS #14781)</td>
<td>EACH: 1.94, 2.16, 2.55</td>
</tr>
<tr>
<td></td>
<td>TOTAL: 1,940.00, 2,160.00, 2,550.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>10,000 ft. 6&quot; PVC (C900) Pipe (SAWS #14788)</td>
<td>EACH: 3.84, 4.12, 5.09</td>
</tr>
<tr>
<td></td>
<td>TOTAL: 38,400.00, 41,200.00, 50,900.00</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>10,000 ft. 8&quot; PVC (C900) Pipe (SAWS #14792)</td>
<td>EACH: 6.65, 6.97, 8.80</td>
</tr>
<tr>
<td></td>
<td>TOTAL: 66,500.00, 69,700.00, 88,000.00</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>1,000 ft. 10&quot; PVC (C900) Pipe (SAWS #14758)</td>
<td>EACH: 9.98, 10.88, 13.21</td>
</tr>
<tr>
<td></td>
<td>TOTAL: 9,980.00, 10,880.00, 13,210.00</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>7,500 ft. 12&quot; PVC (C900) Pipe (SAWS #14758)</td>
<td>EACH: 14.08, 14.86, 18.64</td>
</tr>
<tr>
<td></td>
<td>TOTAL: 105,600.00, 111,450.00, 139,800.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total for Item No. 1</strong></td>
<td></td>
<td><strong>TOTAL: 222,420.00, 235,390.00, 294,460.00</strong></td>
</tr>
</tbody>
</table>

| **ITEM 2** | PVC (C905) Pipe Class 235 (DR18) |       |
| 1. | 3,500 ft. 16" PVC (C905) Pipe (SAWS #14726) | EACH: 25.40, 26.41, 34.35 |
| | TOTAL: 88,900.00, 92,435.00, 120,225.00 |
| 2. | 1,000 ft. 20" PVC (C905) Pipe (SAWS #14727) | EACH: 40.85, 41.09, 53.22 |
| | TOTAL: 40,850.00, 41,090.00, 53,220.00 |
| 3. | 3,000 ft. 24" PVC (C905) Pipe (SAWS #14725) | EACH: 56.00, 57.93, 76.67 |
| | TOTAL: 168,000.00, 173,790.00, 230,010.00 |
| **Total for Item No. 2** | | **TOTAL: 297,750.00, 307,315.00, 403,455.00** |

| **ITEM 3** | PVC (C909) Pipe Class 150 |       |
| 1. | 3,000 ft. 6" PVC (C909) Pipe (SAWS #22391) | EACH: 4.06, 3.97, 5.09 |
| | TOTAL: 12,180.00, 11,910.00, 15,270.00 |
### SAN ANTONIO WATER SYSTEM
#### P. O. BOX 2449
#### SAN ANTONIO, TEXAS 78298-2449
#### TABULATION OF BIDS

**PROPOSAL**
Annual Contract for

**FOR:**
PVC Pipe, Series (C900), (C905) and (C909)

**TIME & DATE:**
3:00 p.m., June 25, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EACH</td>
</tr>
<tr>
<td>2.</td>
<td>6,000 ft. 8&quot; PVC (C909) Pipe (SAWS #22392)</td>
<td>6.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.80</td>
</tr>
<tr>
<td>3.</td>
<td>500 ft. 10&quot; PVC (C909) Pipe (SAWS #22393)</td>
<td>10.18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13.21</td>
</tr>
<tr>
<td>4.</td>
<td>1,000 ft. 12&quot; PVC (C909) Pipe (SAWS #22394)</td>
<td>14.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>14.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18.64</td>
</tr>
</tbody>
</table>

**Total for Item No. 3**

**TOTAL ITEMS 1-3**

**EXTENSION 1**

**EXTENSION 2**

**EXTENSION 3**

**EXTENSION 4**

**BID NOT TABULATED INCOMPLETE NO BID GROUP 3**

**LOW BIDDER**

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**
- Act Pipe & Supply
- Hughes Supplies
- Demandstar
- Brad Greer Assoc.
- Iconix
- SAWS Website
- Core & Main
- KLP Commercial
- Ferguson Waterworks
- Morrison Supply Co.
- Fortline
- Scruggs
- Gajeski
- Techline
- HD Supply Waterworks
- Tenoach Distribution

**Terms**
- Net 30 days
- Net 10 days
- Net 30 days

**Delivery Days**
10-14 days
BEST VALUE BID
FOR
PURCHASE OF ENVIRONMENTAL LABORATORY SERVICES ACCREDITED
UNDER THE NATIONAL ENVIRONMENTAL LABORATORY ACCREDITATION
PROGRAM (NELAP)
SAWS Bid #20-14123

SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to Pace Analytical, Services, Inc. Non-Local/non SMWB firm, as the bidder who will provide the services at the best value for the System based on the selection criteria set forth below. Price and other factors have been considered. In determining the “best value”, the Evaluation Criteria listed below have been considered and weighted as shown.

Two vendors were deemed non-responsive because they did not meet requirements for two groups: 1) low level mercury - sample pricing and services for this group were required and pricing was not provided 2) provide Organic Tests – specific pharmaceutical method that must done by a lab that is accredited for the acetate analytes in accordance with 40 CFR 136 rule. The third non-responsive vendor did not meet the sampling services for low level mercury requirement.

A) Evaluation Committee: All properly submitted proposals were reviewed by an Evaluation Committee.

B) Weighted Evaluation Criteria: The following weighted criteria were considered to determine which proposal offers the “best value” to the System.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bidder’s Pricing</td>
<td>30</td>
</tr>
<tr>
<td>b. References/Similar Prior Experience/Operational History</td>
<td>20</td>
</tr>
<tr>
<td>c. Current Laboratory and Sampling Procedures, Quality Control Audits</td>
<td>30</td>
</tr>
<tr>
<td>d. Small, Minority and Woman Business Program Compliance</td>
<td>10</td>
</tr>
<tr>
<td>e. Contractor Data Validation, Reporting and Internal Control Procedures</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

System received proposals from the following companies:

<table>
<thead>
<tr>
<th>NO</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>BEST VALUE SCORE</th>
<th>LOCAL/ SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>* Pace Analytical Services, Inc.</td>
<td>$117,892.00</td>
<td>313.60 points</td>
<td>Non-Local/ Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $117,892.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 2: $117,892.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 3 : $117,892.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total: $471,568.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>XENCO Laboratories, Inc.</td>
<td>Non-responsive</td>
<td>0 points</td>
<td>Local/MBE_Hispanic</td>
</tr>
</tbody>
</table>
Additionally, the overall SMWB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Request for Proposal SAWS Bid No. 20-14123</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Contract for Purchase of Environmental Laboratory Services Accredited Under the National Environmental Laboratory Accreditation Program (NELAP)</td>
</tr>
<tr>
<td>PACE ENVIRONMENTAL COMPANIES, LLC</td>
</tr>
<tr>
<td>SMWB ANALYSIS – BOARD AWARD</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE - African American</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td><strong>SMWB Total</strong></td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD:**

Contract period shall begin on August 4, 2020 and shall end on July 31, 2021. The contract shall include three (3) additional one-year options to extend subject to future years budgets.

In determining the best value, staff considered relevant criteria specifically listed in the request for proposal. Staff has determined that Pace Analytical Services, Inc will provide services at the best value to System.
BID NO. 20-8073A
ANNUAL CONTRACT FOR MOTOR REPAIR SMALL SERVICES
(UNDER 250HP)

Bid No. 20-8073A solicited formal bids for a qualified Contractor to provide small motor repair services of existing motors on an as needed basis as requested by SAWS personnel. Contractor shall perform repairs, rewinding, reconditioning, and motor replacements.

The first time this bid was issued SAWS received two bids; one bid was non-responsive and one bid was twice as much as our historical prices. The bid was re-issued in order to seek more competition and better pricing. The solicitation was e-mailed to one SMWVB vendor and to ten non-SMWVB vendors. The formal bid was also posted on the SAWS and Demand Star websites. The second bid resulted in only one complete bid response with pricing comparable to current pricing. One vendor missed the second advertised timeline to submit. The third company incorrectly submitted only one page of the bid.

San Antonio Armature Works is the single responsible bidder in response to Formal bid 20-8073A. San Antonio Armature is also the incumbent contractor for the repair of small motors contract Formal bid 16-8073. The incumbent contractor has a satisfactory performance history and poses minimum risk to SAWS by continuing as the awardee for the next contract. Award includes the base year and three one-year options to extend.

See bid tabulation for unit pricing.

SAWS estimated total for Bid No. 20-8073A is $496,527.00.
### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78208-2449

# TABULATION OF BIDS

**PROPOSAL**
Annual Contract for Electric Motor Repair

**FOR:**
Small Motors (10-250 HP)

**TIME & DATE:**
(June 1, 2020 through May 31, 2021)
3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>UOM</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Standard Small Motor Up to 10 to 250 HP and includes rewinding, reconditioning, machine-work, and tear-down, inspect and repair.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Single-Phase, up to 10 HP Recondition Lawson 47300</td>
<td>1</td>
<td>207</td>
<td>Each</td>
<td>207</td>
</tr>
<tr>
<td>3</td>
<td>Single-Phase, up to 10 HP Rewind Lawson 47301</td>
<td>1</td>
<td>481</td>
<td>Each</td>
<td>481</td>
</tr>
<tr>
<td>4</td>
<td>Three-Phase, 10 HP Frame 215JM RPM 3505 ENCL TE Voltage 208/230/460 Recondition Lawson 47302</td>
<td>1</td>
<td>354</td>
<td>Each</td>
<td>354</td>
</tr>
<tr>
<td>5</td>
<td>Three-Phase, 10 HP Frame 215TP RPM 1725 ENCL TE Voltage 230/460 Recondition Lawson 47303</td>
<td>1</td>
<td>354</td>
<td>Each</td>
<td>354</td>
</tr>
<tr>
<td>6</td>
<td>Three-Phase, 10 HP Frame 215JM RPM 3505 ENCL TE Voltage 208/230/460 Rewind Lawson 47304</td>
<td>1</td>
<td>643</td>
<td>Each</td>
<td>643</td>
</tr>
<tr>
<td>7</td>
<td>Three-Phase, 10 HP Frame 215TP RPM 1725 ENCL TE Voltage 230/460 Rewind Lawson 47305</td>
<td>1</td>
<td>584</td>
<td>Each</td>
<td>584</td>
</tr>
<tr>
<td>8</td>
<td>Three-Phase, 15 HP Frame 215TYZ Voltage 460 Recondition Lawson 47307</td>
<td>1</td>
<td>387</td>
<td>Each</td>
<td>387</td>
</tr>
<tr>
<td>9</td>
<td>Three-Phase, 15 HP Frame 254JM RPM 3450 ENCL TE Voltage 208/230/460 Rewind Lawson 47308</td>
<td>1</td>
<td>783</td>
<td>Each</td>
<td>783</td>
</tr>
<tr>
<td>10</td>
<td>Three-Phase, 20 HP Frame 256JM RPM 3525 ENCL TE Voltage 208/230/460 Recondition Lawson 47309</td>
<td>1</td>
<td>387</td>
<td>Each</td>
<td>387</td>
</tr>
<tr>
<td>11</td>
<td>Three-Phase, 20 HP Frame 256JM RPM 3525 ENCL TE Voltage 208/230/460 Rewind Lawson 47310</td>
<td>1</td>
<td>898</td>
<td>Each</td>
<td>898</td>
</tr>
<tr>
<td>12</td>
<td>Three-Phase, 20 HP Frame 256JM RPM 3500 ENCL TEFC Voltage Rewind Lawson 47311</td>
<td>1</td>
<td>898</td>
<td>Each</td>
<td>898</td>
</tr>
<tr>
<td>13</td>
<td>Three-Phase, 25 HP Frame 256JM RPM 3500 ENCL OPSB Voltage 230/460 Recondition Lawson 47312</td>
<td>1</td>
<td>355</td>
<td>Each</td>
<td>355</td>
</tr>
<tr>
<td>14</td>
<td>Three-Phase, 25 HP Frame 256JM RPM 3500 ENCL OPSB Voltage Rewind Lawson 47313</td>
<td>1</td>
<td>852</td>
<td>Each</td>
<td>852</td>
</tr>
<tr>
<td>15</td>
<td>Three-Phase, 30 HP Frame 7011Z RPM 1790 ENCL Voltage 4160 Recondition Lawson 47314</td>
<td>1</td>
<td>2231</td>
<td>Each</td>
<td>2231</td>
</tr>
<tr>
<td>16</td>
<td>Three-Phase, 30 HP Frame 7011Z RPM 1790 ENCL Voltage 4160 Rewind Lawson 47315</td>
<td>1</td>
<td>8211</td>
<td>Each</td>
<td>8211</td>
</tr>
<tr>
<td>17</td>
<td>Three-Phase, 40 HP Frame 324TP RPM 1775 ENCL DP Voltage Recondition Lawson 47316</td>
<td>1</td>
<td>926</td>
<td>Each</td>
<td>926</td>
</tr>
<tr>
<td>18</td>
<td>Three-Phase, 40 HP Frame 324TP RPM 1775 ENCL DP Voltage Rewind Lawson 47317</td>
<td>1</td>
<td>1687</td>
<td>Each</td>
<td>1687</td>
</tr>
<tr>
<td>19</td>
<td>Three-Phase, 40 HP Frame 324TS RPM 1780 ENCL TE Voltage Rewind Lawson 47318</td>
<td>1</td>
<td>1295</td>
<td>Each</td>
<td>1295</td>
</tr>
<tr>
<td>20</td>
<td>Three-Phase, 40 HP Frame 324T RPM 3530 ENCL DP Voltage Rewind Lawson 47319</td>
<td>1</td>
<td>1186</td>
<td>Each</td>
<td>1186</td>
</tr>
<tr>
<td>21</td>
<td>Three-Phase, 50 HP Frame 326TP RPM 1775 ENCL WP1 Voltage 230/460 Recondition Lawson 47320</td>
<td>1</td>
<td>926</td>
<td>Each</td>
<td>926</td>
</tr>
<tr>
<td>22</td>
<td>Three-Phase, 50 HP Frame 364TP RPM 1780 ENCL WP1 Voltage Recondition Lawson 47321</td>
<td>1</td>
<td>1119</td>
<td>Each</td>
<td>1119</td>
</tr>
<tr>
<td>23</td>
<td>Three-Phase, 50 HP Frame 326TP RPM 1765 ENCL WP1 Voltage WP1 Recondition Lawson 47322</td>
<td>1</td>
<td>926</td>
<td>Each</td>
<td>926</td>
</tr>
<tr>
<td>24</td>
<td>Three-Phase, 50 HP Frame 326TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson 47323</td>
<td>1</td>
<td>1861</td>
<td>Each</td>
<td>1861</td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for Electric Motor Repair

**FOR:**  
Small Motors (10-250 HP)

**TIME & DATE:**  
(June 1, 2020 through May 31, 2021)  
3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Three-Phase, 50 HP Frame 364TP RPM 1780 ENCL Voltage Rewind Lawson47324</td>
<td>1</td>
<td>1861 Each</td>
<td>1861</td>
</tr>
<tr>
<td>26</td>
<td>Three-Phase, 50 HP Frame 326TP RPM 1765 ENCL Voltage WP1 Rewind Lawson47325</td>
<td>1</td>
<td>1861 Each</td>
<td>1861</td>
</tr>
<tr>
<td>27</td>
<td>Three-Phase, 50 HP Frame 324JP RPM 3525 ENCL DP Voltage Rewind Lawson47326</td>
<td>1</td>
<td>1575 Each</td>
<td>1575</td>
</tr>
<tr>
<td>28</td>
<td>Three-Phase, 50 HP Frame 324JP RPM 3525 ENCL DP Voltage 230/460 Recondition Lawson</td>
<td>1</td>
<td>926 Each</td>
<td>926</td>
</tr>
<tr>
<td>29</td>
<td>Three-Phase, 60 HP Frame B364TP RPM 1775 ENCL WP1 Recondition Lawson47327</td>
<td>1</td>
<td>1119 Each</td>
<td>1119</td>
</tr>
<tr>
<td>30</td>
<td>Three-Phase, 60 HP Frame B364TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47328</td>
<td>1</td>
<td>2143 Each</td>
<td>2143</td>
</tr>
<tr>
<td>31</td>
<td>Three-Phase, 60 HP Frame H445TP-28 RPM ENCL Voltage 230/460 Rewind Lawson47329</td>
<td>1</td>
<td>2591 Each</td>
<td>2591</td>
</tr>
<tr>
<td>32</td>
<td>Three-Phase, 75 HP Frame 365TP RPM 1775 ENCL WP1 Voltage 230/460 Recondition Lawson47330</td>
<td>1</td>
<td>1119 Each</td>
<td>1119</td>
</tr>
<tr>
<td>33</td>
<td>Three-Phase, 75 HP Frame 365TCZ RPM 3550 ENCL TEFC Voltage 230/460 Recondition Lawson47331</td>
<td>1</td>
<td>1114 Each</td>
<td>1114</td>
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<tr>
<td>34</td>
<td>Three-Phase, 75 HP Frame 365TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47332</td>
<td>1</td>
<td>2501 Each</td>
<td>2501</td>
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<tr>
<td>35</td>
<td>Three-Phase, 75 HP Frame 365TCZ RPM 3550 ENCL TEFC Voltage 230/460 Rewind Lawson47333</td>
<td>1</td>
<td>2537 Each</td>
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<tr>
<td>36</td>
<td>Three-Phase, 75 HP Frame 365T RPM 1780 ENCL DP Voltage 230/460 Rewind Lawson47334</td>
<td>1</td>
<td>2309 Each</td>
<td>2309</td>
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<tr>
<td>37</td>
<td>Three-Phase, 75 HP Frame 365TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47335</td>
<td>1</td>
<td>2501 Each</td>
<td>2501</td>
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<tr>
<td>38</td>
<td>Three-Phase, 75 HP Frame 365TP RPM 1765 ENCL WP1 Voltage 230/460 Rewind Lawson47336</td>
<td>1</td>
<td>2501 Each</td>
<td>2501</td>
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<tr>
<td>39</td>
<td>Three-Phase, 75 HP Frame 365TS RPM 1775 ENCL DP Voltage 230/460 Rewind Lawson47337</td>
<td>1</td>
<td>2309 Each</td>
<td>2309</td>
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<tr>
<td>40</td>
<td>Three-Phase, 75 HP Frame 365T RPM 1775 ENCL TEFC Voltage 230/460 Rewind Lawson47338</td>
<td>1</td>
<td>2309 Each</td>
<td>2309</td>
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<tr>
<td>41</td>
<td>Three-Phase, 100 HP Frame 444VP RPM 1190 ENCL TE Voltage 230/460 Recondition Lawson47339</td>
<td>1</td>
<td>1781 Each</td>
<td>1781</td>
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<tr>
<td>42</td>
<td>Three-Phase, 100 HP Frame 404TP RPM 1780 ENCL WP1 Voltage 230/460 Recondition Lawson47340</td>
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<td>1487 Each</td>
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<tr>
<td>43</td>
<td>Three-Phase, 100 HP Frame 404TP RPM 1780 ENCL WP1 Voltage 230/460 Recondition Lawson47341</td>
<td>1</td>
<td>1507 Each</td>
<td>1507</td>
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</table>
## TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for Electric Motor Repair

**FOR:**  
Small Motors (10-250 HP)

**TIME & DATE:**  
(June 1, 2020 through May 31, 2021)  
3:00 p.m., May 20, 2020

### ITEM NO. DESCRIPTION AND APPROXIMATE QUANTITY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Approximate Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Three-Phase, 100 HP Frame 444VP RPM 1190 ENCL TE Voltage 230/460 Rewind Lawson47342</td>
<td>1 4491 Each 4491</td>
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<tr>
<td>45</td>
<td>Three-Phase, 100 HP Frame 404TP RPM 1780 ENCL WP1 Voltage 230/460 Rewind Lawson47343</td>
<td>1 3593 Each 3593</td>
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<tr>
<td>46</td>
<td>Three-Phase, 100 HP Frame 404TP RPM 1780 ENCL WP1 Voltage 230/460 Rewind Lawson47344</td>
<td>1 3593 Each 3593</td>
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<tr>
<td>47</td>
<td>Three-Phase, 125 HP Frame 405TP RPM 1770 ENCL WP1 Voltage 230/460 Recondition Lawson47345</td>
<td>1 1507 Each 1507</td>
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<tr>
<td>48</td>
<td>Three-Phase, 125 HP Frame 405TP RPM 1780 ENCL DP Voltage 230/460 Recondition Lawson47346</td>
<td>1 1507 Each 1507</td>
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<tr>
<td>49</td>
<td>Three-Phase, 125 HP Frame 404TC RPM 3565 ENCL ODP Voltage 230/460 Recondition Lawson47347</td>
<td>1 1275 Each 1275</td>
</tr>
<tr>
<td>50</td>
<td>Three-Phase, 125 HP Frame 404TCZ RPM 3565 ENCL ODP Voltage 230/460 Recondition Lawson47348</td>
<td>1 1275 Each 1275</td>
</tr>
<tr>
<td>51</td>
<td>Three-Phase, 125 HP Frame 445T RPM 1775 ENCL TEFC Voltage 230/460 Recondition Lawson47349</td>
<td>1 1781 Each 1781</td>
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<tr>
<td>52</td>
<td>Three-Phase, 125 HP Frame 404TCZ RPM 3565 ENCL DP Voltage 230/460 Recondition Lawson47350</td>
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<td>53</td>
<td>Three-Phase, 125 HP Frame 405TP RPM 1770 ENCL WP1 Voltage 230/460 Rewind Lawson47351</td>
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<tr>
<td>54</td>
<td>Three-Phase, 150 HP Frame 444TP RPM 1775 ENCL WP1 Voltage 230/460 Recondition Lawson47352</td>
<td>1 1781 Each 1781</td>
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<td>Three-Phase, 150 HP Frame 405TS RPM 3560 ENCL ODP Voltage 230/460 Recondition Lawson47353</td>
<td>1 1275 Each 1275</td>
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<tr>
<td>56</td>
<td>Three-Phase, 150 HP Frame 449T RPM 1188 ENCL TEFC Voltage 230/460 Recondition Lawson47354</td>
<td>1 2114 Each 2114</td>
</tr>
<tr>
<td>57</td>
<td>Three-Phase, 150 HP Frame 444TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47355</td>
<td>1 4883 Each 4883</td>
</tr>
<tr>
<td>58</td>
<td>Three-Phase, 150 HP Frame 405TS RPM 3560 ENCL ODP Voltage 230/460 Rewind Lawson47356</td>
<td>1 4077 Each 4077</td>
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<tr>
<td>59</td>
<td>Three-Phase, 150 HP Frame 449T RPM 1188 ENCL TEFC Voltage 230/460 Rewind Lawson47357</td>
<td>1 5515 Each 5515</td>
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<tr>
<td>60</td>
<td>Three-Phase, 150 HP Frame 444TPA RPM 1775 ENCL RU Voltage 230/460 Rewind Lawson47358</td>
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<td>Three-Phase, 150 HP Frame 444TPT RPM 1775 ENCL RU Voltage 230/460 Rewind Lawson47359</td>
<td>1 4883 Each 4883</td>
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<tr>
<td>62</td>
<td>Three-Phase, 150 HP Frame 449VP RPM 890 ENCL TE Voltage 230/460 Rewind Lawson473560</td>
<td>1 4883 Each 4883</td>
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<tr>
<td>63</td>
<td>Three-Phase, 150 HP Frame 445TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47361</td>
<td>1 4883 Each 4883</td>
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<tr>
<td>64</td>
<td>Three-Phase, 150 HP Frame 444TPA RPM 1775 ENCL WP1 Voltage 230/460 Rewind</td>
<td>1 4883 Each 4883</td>
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</table>
## TABULATION OF BIDS

**PROPOSAL**
Annual Contract for Electric Motor Repair

**FOR:**
Small Motors (10-250 HP)

**TIME & DATE:**
(June 1, 2020 through May 31, 2021)
3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
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<tbody>
<tr>
<td>65</td>
<td>Three-Phase, 200 HP Frame 445TP RPM 1775 ENCL WP1 Voltage 230/460 Recondition Lawson47363</td>
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<tr>
<td>66</td>
<td>Three-Phase, 200 HP Frame 5810S RPM 1190 ENCL WP1 Voltage 230/460 Recondition Lawson47364</td>
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<tr>
<td>67</td>
<td>Three-Phase, 200 HP Frame 5006 RPM 1785 ENCL WP1 Voltage 230/460 Recondition Lawson47365</td>
</tr>
<tr>
<td>68</td>
<td>Three-Phase, 200 HP Frame 6326Y RPM 1800 ENCL DP Voltage 230/460 Recondition Lawson47366</td>
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<td>69</td>
<td>Three-Phase, 200 HP Frame 445TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47367</td>
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<td>Three-Phase, 200 HP Frame 5810S RPM 1190 ENCL WP1 Voltage 230/460 Rewind Lawson47368</td>
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<td>71</td>
<td>Three-Phase, 200 HP Frame 5006 RPM 1785 ENCL WP1 Voltage 230/460 Rewind Lawson47369</td>
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<td>72</td>
<td>Three-Phase, 200 HP Frame 6326Y RPM 1800 ENCL DP Voltage 230/460 Rewind Lawson47370</td>
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<tr>
<td>73</td>
<td>Three-Phase, 200 HP Frame 449TZ RPM 1780 ENCL TEFC Voltage 230/460 Rewind Lawson47371</td>
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<td>74</td>
<td>Three-Phase, 200 HP Frame 445TP RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47372</td>
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<td>75</td>
<td>Three-Phase, 200 HP Frame 5008P RPM 1190 ENCL WP1 Voltage 230/460 Rewind Lawson47373</td>
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<td>76</td>
<td>Three-Phase, 200 HP Frame 5009S RPM 1185 ENCL WP1 Voltage 230/460 Rewind Lawson47374</td>
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<td>77</td>
<td>Three-Phase, 200 HP Frame 5009S RPM 1185 ENCL WP1 Voltage 230/460 Recondition Lawson47375</td>
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<td>78</td>
<td>Three-Phase, 250 HP Frame 445TPA RPM 1775 ENCL WP1 Voltage 230/460 Recondition Lawson47375</td>
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<td>79</td>
<td>Three-Phase, 250 HP Frame 445ST RPM 1780 ENCL DP Voltage 230/460 Recondition Lawson47376</td>
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<td>80</td>
<td>Three-Phase, 250 HP Frame 5008PH RPM 1780 ENCL DP Voltage 230/460 Recondition Lawson47377</td>
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<td>81</td>
<td>Three-Phase, 250 HP Frame 5007 RPM 1779 ENCL WP1 Voltage 230/460 Recondition Lawson47378</td>
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<td>82</td>
<td>Three-Phase, 250 HP Frame 445TPA RPM 1775 ENCL WP1 Voltage 230/460 Rewind Lawson47379</td>
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<td>83</td>
<td>Three-Phase, 250 HP Frame 445ST RPM 1780 ENCL DP Voltage 230/460 Rewind Lawson47380</td>
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<td>84</td>
<td>Three-Phase, 250 HP Frame 5008PH RPM 1780 ENCL DP Voltage 230/460 Rewind Lawson47381</td>
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</table>
### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78298-2449

**TABULATION OF BIDS**

**PROPOSAL**
Annual Contract for Electric Motor Repair

**FOR:**
Small Motors (10-250 HP)

**TIME & DATE:**
(June 1, 2020 through May 31, 2021)
3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>Three-Phase, 250 HP Frame 5007 RPM 1779 ENCL WP1 Voltage 230/460 Rewind Lawson47382</td>
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<tr>
<td>86</td>
<td>THREE PHASE 100 HP FRAME 405T RPM 1775 ENCL TEFC Voltage 460 REWIND LAWSON 47532</td>
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<tr>
<td>87</td>
<td>THREE PHASE 100 HP FRAME 405T RPM 1775 ENCL TEFC Voltage 460 RECONDITION LAWSON 47533</td>
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<tr>
<td>88</td>
<td>THREE PHASE 150 HP FRAME 445LP RPM 1785 ENCL TEFC Voltage 460 REWIND LAWSON 47570</td>
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<td>THREE PHASE 150 HP RPM 1785 ENCL TEFC RECONDITION 0 HP FRAME 445LP Voltage 460 LAWSO 47571</td>
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<tr>
<td>90</td>
<td>THREE PHASE 40HP FRAME 324VP RPM 1770 ENCL DP REWIND Voltage 460 LAWSO 47665</td>
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<td>91</td>
<td>THREE PHASE 40HP FRAME 324VP RPM 1770 ENCL DP RECONDITION Voltage 460 LAWSO 47666</td>
</tr>
<tr>
<td>92</td>
<td>THREE PHASE 200HP FRAMEH445TPA RPM 1775 ENCL WP1 REWIND Voltage 460 LAWSO 47671</td>
</tr>
<tr>
<td>93</td>
<td>THREE PHASE 200HP Voltage 460 FRAMEH445TPA RPM 1775 ENCL WP1 RECONDITION LAWSO 47672</td>
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<tr>
<td>94</td>
<td>THREE PHASE 100 HP FRAME 504P RPM 1765 ENCL DP Voltage 460 REWIND 47751</td>
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<td>THREE PHASE 100 HP FRAME 504P RPM 1765 ENCL DP Voltage 460 RECONDITION LAWSO 47752</td>
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<td>96</td>
<td>THREE PHASE 150HP FRM L445HP20 1190 RPM 460 VOLT REWIND LAWSO 47951</td>
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<td>THREE PHASE 150HP FRM L445HP20 1190 RPM 460 VOLT RECONDITION LAWSO 47952</td>
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<td>THREE PHASE 200HP FRM 5008VP 900 RPM 460 VOLT REWIND LAWSO 47999</td>
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<td>THREE PHASE 200HP FRM 5008VP 900 RPM 460 VOLT RECONDITION LAWSO 48000</td>
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<td>100</td>
<td>THREE PHASE 150HP FRM L509TP20 1800 RPM 4160 VOLT REWIND LAWSO 48803</td>
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<td>101</td>
<td>THREE PHASE 150HP FRM L509TP20 1800 RPM 4160 VOLT RECONDITION LAWSO 48804</td>
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<td>102</td>
<td>THREE PHASE 200HP FRM 449T 1800 RPM 4160 VOLT RECONDITION LAWSO 49793</td>
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<td>103</td>
<td>THREE PHASE 200HP FRM 449T 1800 RPM 4160 VOLT REWIND LAWSO 49794</td>
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<td>104</td>
<td>THREE PHASE 20HP FRM 286T 1200 RPM 460 VOLT RECONDITION LAWSO 50192</td>
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<td>105</td>
<td>THREE PHASE 20HP FRM 286T 1200 RPM 460 VOLT REWIND LAWSO 50193</td>
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<td>106</td>
<td>THREE PHASE 250HP FRM 5007 1800 RPM 4160 VOLT RECONDITION LAWSO 50964</td>
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<td>107</td>
<td>THREE PHASE 250HP FRM 5007 1800 RPM 4160 VOLT REWIND LAWSO 50965</td>
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**GROUP 1**
**PURCHASE OR MANUFACTURED PARTS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>a.</td>
<td>Estimated Annual Purchases $50,000</td>
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<tbody>
<tr>
<td></td>
<td>50,000.00</td>
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Sub Total Group 1 314927
### SAN ANTONIO WATER SYSTEM

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

**PROPOSAL:** Annual Contract for Electric Motor Repair  
**FOR:** Small Motors (10-250 HP)  
**TIME & DATE:** (June 1, 2020 through May 31, 2021)  
**DATE:** 3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>20%</th>
<th>10,000.00</th>
</tr>
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<tbody>
<tr>
<td>b.</td>
<td>Add Cost Plus Mark Up %</td>
<td>20%</td>
<td>10,000.00</td>
</tr>
<tr>
<td>c.</td>
<td>Total (a+b)</td>
<td>60,000.00</td>
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</table>

**GROUP 1**  
**SERVICE**  
Est. 800 hrs  
1. In Shop Repair Labor  
   PRICE/HOUR  40.00  
   TOTAL 32,000.00

Est. 200 hrs  
2. Field Service Labor  
   PRICE/HOUR  40.00  
   TOTAL 8,000.00

Est. 200 hrs  
3. Machine Shop Labor  
   PRICE/HOUR  40.00  
   TOTAL 8,000.00

**GROUP 1**  
**EMERGENCY SERVICE**  
Est. 200 hrs  
1. Emergency Service (5 days or less)  
   PRICE/HOUR  60.00  
   TOTAL 12,000.00

**GROUP 1**  
**TEAR DOWN AND INSPECTION REPORT**  
40 ea.  
1. Tear Down and Inspection Report (Small Electric Motors)  
   UNIT PRICE  40.00  
   TOTAL 1,600.00

**GROUP 1**  
**REPLACEMENT MOTOR SMALL ELECTRIC MOTORS**  
a. Estimated Annual Purchases $50,000  
   PRICE  50,000.00

b. Add Cost Plus Mark Up %  
   10%  
   10,000.00

c. Total (a+b)  
   PRICE  60,000.00

**GROUP 1**  
**GRAND TOTAL GROUP 1**  
TOTAL 496,527.00

*LOW BIDDER*  
Terms Net 30 days  

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

<table>
<thead>
<tr>
<th>Company</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>Clifford Power</td>
<td>EXTENSION 1 496,527.00</td>
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<tr>
<td>D&amp;R Electric Co.</td>
<td>EXTENSION 2 496,527.00</td>
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<td>Davenport</td>
<td>EXTENSION 3 496,527.00</td>
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<td>Evens</td>
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<td>Hamilton Electric</td>
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<td>Lonestar Armature</td>
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<td>Massengale</td>
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<td>Mikes Electric Motor Repair</td>
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<td>San Antonio Armature</td>
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<td>Shermco</td>
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<tr>
<td>Smith Pump</td>
<td></td>
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<td>Strategic Fleet Solutions</td>
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</table>
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78298-2449

### TABULATION OF BIDS

**PROPOSAL**
Annual Contract for Electric Motor Repair

**FOR:**
Small Motors (10-250 HP)

**TIME &**
(June 1, 2020 through May 31, 2021)

**DATE:**
3:00 p.m., May 20, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
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<tbody>
<tr>
<td></td>
<td>SAWS Website</td>
</tr>
</tbody>
</table>

San Antonio Armature Works, Inc.
1015 N. Colorado
San Antonio, TX 78207
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for Liquid Carbon Dioxide (99.5%)  
**FOR:** Desal, ASR and Aqua Vista Water Treatment Facility  
**TIME & DATE:** 3:00 p.m., June 19, 2020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>Price/gal</th>
<th>Subtotal</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>3,485,640 lbs.</td>
<td>DESAL PLANT Liquid Carbon Dioxide (99.5%)</td>
<td>0.0665</td>
<td>231,795.06</td>
<td>0.125</td>
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<tr>
<td>1,749,876 lbs.</td>
<td>ASR PLANT Liquid Carbon Dioxide (99.5%)</td>
<td>0.0665</td>
<td>116,366.75</td>
<td>0.125</td>
</tr>
<tr>
<td>14,000,000 lbs.</td>
<td>AQUA VISTA STATION Liquid Carbon Dioxide (99.5%)</td>
<td>0.0665</td>
<td>931,000.00</td>
<td>0.125</td>
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</tbody>
</table>

*Addition of 25%*  
**GRAND TOTAL**  
**TOTAL**  
1,279,161.81  
319,790.45  
1,598,952.27  

| Tanker Load (capacity) | 40,000 lbs. | 40,000 lbs. | 38,000.0 |

### EXTENSIONS

| EXTENSION 1 | 1,598,952.27 |
| EXTENSION 2 | 1,598,952.27 |
| EXTENSION 3 | 1,598,952.27 |
| EXTENSION 4 | 1,598,952.27 |

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<tr>
<th>Terms</th>
<th>Net 30 days</th>
<th>Net 30 days</th>
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<tr>
<td>Delivery Days</td>
<td>2 days</td>
<td>2 days</td>
<td>2 days</td>
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</table>
*LOW BIDDER
** 25% Added to each of the extension years
BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:

Airgas
Praxair
Reliant Gases
Univar
Demandstar
SAWS Website
RFP NO. 20-20047
TYPE B ULTRA-RAPID SETTING CEMENT MIX

Request for Proposal No. 20-20047 solicited response for the purchase of type B ultra-rapid setting cement mix for Distribution & Collection department. The ultra-rapid setting cement mix will be used to make flowable aggregate material. This material when used allows the flowable to quickly set during street repairs, and making the surface usable within a couple of hours.

Western Material & Design, LLC is the only responsible proposal for the Type B Ultra-Rapid Setting Cement Mix. The proposal were e-mailed to 7 different vendors directly. Bidder email notifications were also issued to an additional 129 registered vendors from the SAWS website. Only one proposal was received on this solicitation.

As noted above, the type B ultra-rapid setting cement mix will play a vital role when completing repairs to our water and wastewater service lines to make the thoroughfare usable. This is a low density, fast drying flowable fill material use as is a backfill that will setup in under one hour. Independent lab concluded that the strength and density meet or exceeds COSA and TXDOT requirements. This material will eliminate the need for steel plates and reducing the time for needed for barricade street and lane closure, which allows street to be open for through traffic.

<table>
<thead>
<tr>
<th>Description</th>
<th>UM</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>1504</td>
<td>$450.00</td>
<td>$676,800.00</td>
</tr>
</tbody>
</table>

**TOTAL**                                    $676,800.00

The award amount is $ 676,800.00
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 ELLERMAN AT S SAN MARCOS SEWER REPLACEMENT PROJECT

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to T Construction, LLC, a non-local, non-SMWVB contractor, in an amount not to exceed $1,184,719.55 in connection with the Ellerman at S San Marcos Sewer Replacement Project (the “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 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 address mains in need of repair due to condition assessment within the System’s multiple sewersheds and is necessary to comply with the EPA Consent Decree. This contract consists of rehabilitating approximately 685 feet of 30-inch existing though sanitary sewer main using the sliplining construction method and abandonment of 338 feet of 42-inch sewer main that is under Union Pacific Railroad tracks at Ellerman Street and S San Marcos Street. T Construction, LLC has submitted the lowest responsible bid of $1,184,719.55.

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 project is included in the Wastewater Core Business, Main Replacement - Sewer budget line item. The amount is $1,184,719.55 for wastewater related construction work under job number 19-4536.

SUPPLEMENTARY COMMENTS:

BGE, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project was $1,021,610.20.
A bid opening was held on June 26, 2020 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>$1,021,610.20</td>
<td></td>
</tr>
<tr>
<td>T Construction, LLC*</td>
<td>$1,184,719.55</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$1,450,095.50</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field</td>
<td>$3,556,263.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Services Co., Inc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 15.9 percent increase from the engineer’s estimated construction cost.

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

<table>
<thead>
<tr>
<th>Ellerman at S San Marcos Sewer Replacement Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>T 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>Total SMWVB</td>
</tr>
</tbody>
</table>

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 T CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $1,184,719.55 IN CONNECTION WITH THE ELLERMAN AT S SAN MARCOS SEWER REPLACEMENT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,184,719.55 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 T CONSTRUCTION, LLC, AND TO PAY T CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $1,184,719.55 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to rehabilitate sewer mains and abandon mains based on condition assessment; and

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

WHEREAS T Construction, LLC, a non-local, non-SMWVB contractor, has submitted a bid of $1,184,719.55 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $1,184,719.55 are required for the project work; and

WHEREAS, the amount of $1,184,719.55 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 T Construction, LLC in an amount not to exceed $1,184,719.55 in connection with the Ellerman at S San Marcos Sewer Replacement Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,184,719.55 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with T Construction, LLC, and to pay T Construction, LLC an amount not to exceed $1,184,719.55 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 $1,184,719.55 is hereby awarded to T Construction, LLC, who is determined to be the lowest responsible bidder, in connection with the Ellerman at S San Marcos Sewer Replacement Project.

2. That the expenditure of funds in an amount not to exceed $1,184,719.55 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 T Construction, LLC, and to pay T Construction, LLC an amount not to exceed $1,184,719.55 in connection with the Ellerman at S San Marcos Sewer 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 4th day of August, 2020.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
AGENDA ITEM NO. 8

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2017 BOND PROGRAM PEDESTRIAN MOBILITY & STREETS TASK ORDER CONTRACT PACKAGE 7

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) an amount not to exceed $248,867.00 for the joint construction of water and sewer facility adjustments in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7.

- 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 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7 for Transportation and Capital Improvements. The City’s work is estimated to cost $3,948,777.00.

- 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 2020 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 $222,617.00 for water work. The job number is 20-5030.

The wastewater work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is
$26,250.00 for sewer work. The job number is 20-5528.

SUPPLEMENTARY COMMENTS:

The City received three bids for this project on March 10, 2020. The lowest qualified, responsive bidder for this project is FD Concrete, LLC, a local, MBE-Hispanic contractor. City Council approved the construction contract on June 4, 2020, and construction is expected to begin August 2020. Time allowed for total construction is 720 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.
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $248,867.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2017 BOND PROGRAM PEDESTRIAN MOBILITY & STREETS TASK ORDER CONTRACT PACKAGE 7; APPROVING AN AMOUNT NOT TO EXCEED $248,867.00 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 $248,867.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7; and

WHEREAS, the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7 will require the adjustment of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

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

WHEREAS, System funds in an amount not to exceed $248,867.00 are required for the project work; and

WHEREAS, the amount of $248,867.00 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 $248,867.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7, (ii) to approve and make available an amount not to exceed $248,867.00 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 $248,867.00 to the City of San Antonio for the
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in an amount not to exceed $248,867.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7 is hereby approved.

2. That an amount not to exceed $248,867.00 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 $248,867.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Bond Program Pedestrian Mobility & Streets Task Order Contract Package 7.

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 4th day of August, 2020.

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:  AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019-2020 TASK ORDER CONTRACT FOR STORM WATER PROJECTS PACKAGE B

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) an amount not to exceed $194,500.00 for the joint construction of water and sewer facility adjustments in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B.

- The City plans to apply this contract citywide to construct, repair and maintenance storm water projects and other items required due to site conditions to accomplish the project in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B for Transportation and Capital Improvements. The City’s work is estimated to cost $4,260,840.00.

- 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 City’s improvements.

- 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 2020 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 $59,000.00 for water work. The job number is 20-5031.

The wastewater work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is
$135,500.00 for sewer work. The job number is 20-5529.

**SUPPLEMENTARY COMMENTS:**

The City received two bids for this project on March 3, 2020. The lowest qualified, responsive bidder for this project is Pronto Sandblasting & Coating & Oil-Field Services Co., Inc., a local, MBE-Hispanic contractor. City Council approved the construction contract on April 30, 2020, and construction is expected to begin August 2020. Time allowed for total construction is 730 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.
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $194,500.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2019-2020 TASK ORDER CONTRACT FOR STORM WATER PROJECTS PACKAGE B; APPROVING AN AMOUNT NOT TO EXCEED $194,500.00 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 $194,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct storm water improvements in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B; and

WHEREAS, the 2019-2020 Task Order Contract for Storm Water Projects Package B will require the adjustment of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from Pronto Sandblasting & Coating & Oilfield Services Co., Inc. and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $194,500.00 are required for the project work; and

WHEREAS, the amount of $194,500.00 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 $194,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B, (ii) to approve and make available an amount not to exceed $194,500.00 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 $194,500.00 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 $194,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B is hereby approved.

2. That an amount not to exceed $194,500.00 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 $194,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2019-2020 Task Order Contract for Storm Water Projects Package B.

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 4th day of August, 2020.

______________________________
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: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE DOWNTOWN STREETS COMMERCE: ST. MARY’S TO SANTA ROSA PROJECT

Board Action Date: August 4, 2020

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 $152,455.50 for the joint construction of water and sewer facility adjustments and replacements in connection with the Downtown Streets Commerce: St. Mary’s to Santa Rosa Project.

- The project is a City Capital Improvement Program project included in the 2012-2017 Bond Program. The City proposes to reconstruct and widen sidewalks and roadways in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $11,084,957.60.

- Due to the reconstruction and widening of sidewalks and the roadway within the Downtown Streets Commerce: St. Mary’s to Santa Rosa project limits, the existing water mains require adjustment to avoid conflicts with the City’s improvements.

- The existing sewer mains within the project limits require adjustment to avoid conflicts with the City’s improvements and replacement to meet current San Antonio Water System (the “System”) standards.

- The water work will consist of the adjustment of approximately 71 water valves and four fire hydrants.

- The sewer work will consist of the adjustment of four cleanouts and six manholes and replacement of approximately 62 feet of 8-inch sewer main.

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. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $76,043.75 for water work. The job number is 13-5011.

The sewer work is included in the Wastewater Core Business, Governmental-Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $76,411.75 for sewer work. The job number is 13-5511.

SUPPLEMENTARY COMMENTS:

The City received three bids for this project on December 8, 2018 and had identified the qualified bidder from the competitive sealed proposal; however, shortly thereafter, the City placed the project on hold due to additional City department requirements. The City has now released the project for construction and had the contractor update the line item prices. The lowest qualified, responsible bidder for this project is Jerdon Enterprise, LP, a non-local, SBE contractor. City Council approved the construction contract on June 18, 2020 and construction is expected to begin August 2020. Time allowed for total construction is 480 calendar days. The request for reimbursement is requested after City Council approves the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $152,455.50 FOR THE ADJUSTMENT AND REPLACEMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE DOWNTOWN STREETS COMMERCE: ST. MARY’S TO SANTA ROSA PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $152,455.50 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 TO THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $152,455.50 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) intends to construct the Downtown Streets Commerce: St. Mary’s to Santa Rosa Project as part of its Capital Improvement Program; and

WHEREAS, the City’s Downtown Streets Commerce: St. Mary’s to Santa Rosa Project will require the adjustment and replacement of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from Jerdon Enterprise, LP, and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $152,455.50 are required for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in an amount not to exceed $152,455.50 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Downtown Streets Commerce: St. Mary’s to Santa Rosa Project, (ii) to approve and make available an amount not to exceed $152,455.50 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 $152,455.50 to the City of San Antonio for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That the expenditure of funds in an amount not to exceed $152,455.50 for the adjustment and replacement of water and sewer facilities by the City in connection with the Downtown Streets Commerce: St. Mary’s to Santa Rosa Project is hereby approved.

2. That an amount not to exceed $152,455.50 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 $152,455.50 for the adjustment and replacement of water and sewer facilities by the City in connection with the Downtown Streets Commerce: St. Mary’s to Santa Rosa 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 4th day of August, 2020.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
AGENDA ITEM NO. 11

TO: San Antonio Water System Board of Trustees

FROM: Sharon De La Garza, Vice President, Human Resources and Risk Management

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

SUBJECT: AUTHORIZATION TO PURCHASE INSURANCE POLICIES FOR BASIC LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LIFE INSURANCE, AND LONG-TERM DISABILITY FOR THE SAN ANTONIO WATER SYSTEM'S EMPLOYEE BENEFITS PROGRAM

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes an extension to a contract with Standard Insurance Company for the purchase of basic life, accidental death and dismemberment, voluntary life insurance, and long-term disability for the period of January 1, 2021 through December 31, 2021. This resolution also authorizes funding in an amount not to exceed $1,190,908.87 for FY 2021 for these coverages.

- The San Antonio Water System (the “System”) has historically provided coverage for basic life, accidental death and dismemberment, voluntary life insurance and long-term disability.

- Through an Interlocal Agreement with the Public Employee Benefit Alliance (PEBA), the System has access to Standard Insurance Company’s life insurance and long-term disability proposal, solicited by PEBA.

- Standard Life Insurance has provided these insurance coverages for the System through PEBA since January 1, 2016.

- The current Standard agreement will expire on December 31, 2020; however, Standard has agreed to maintain the same rates for a one-year renewal term for these services as follows:

<table>
<thead>
<tr>
<th>Insurance Plan</th>
<th>2021 Rate</th>
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<tbody>
<tr>
<td>Basic Life Insurance</td>
<td>$.294 per $1000 of coverage for active members</td>
</tr>
<tr>
<td></td>
<td>$.96 per $1000 of coverage for eligible retired members*</td>
</tr>
<tr>
<td>Accidental Death &amp; Dismemberment</td>
<td>$.02 per $1000 of coverage</td>
</tr>
<tr>
<td>Long-Term Disability</td>
<td>.187 percent of insured earnings, up to $10,000</td>
</tr>
</tbody>
</table>

* Employees hired after January 1, 2014 no longer have access to this coverage.

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

Funds for employee and retiree basic life will be paid from the System’s Annual Operating Budget in 2021 (Company: 1000, Accounting Unit: 1000000, Account: 216000, Total 2021 estimated amount: $969,654.54). Funds for the accidental death and dismemberment coverage will be paid from (Company: 1000, Accounting Unit: 1000000, Account: 215900, Total estimated amount: $26,053.50). Funds for long-term disability coverage will be paid from (Company: 1000, Accounting Unit: 1000000, Account: 215800, Total 2021 estimated amount: $195,200.83).

Actual amounts paid for these coverages are calculated monthly based on the number of employees and their salaries. The estimated annual costs for these programs for 2021 are as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life Insurance</td>
<td>$969,654.54</td>
</tr>
<tr>
<td>Accidental Death and Dismemberment</td>
<td>$26,053.50</td>
</tr>
<tr>
<td>Long-Term Disability</td>
<td>$195,200.83</td>
</tr>
</tbody>
</table>

Voluntary Term Life is fully paid by employees electing this coverage and is dependent on employee age and smoking status. Estimated coverage to be paid by employees in 2021 is $697,454.64.
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PURCHASE OF INSURANCE POLICIES WITH STANDARD INSURANCE COMPANY FOR BASIC LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LIFE INSURANCE, AND LONG-TERM DISABILITY FOR THE SYSTEM’S EMPLOYEE BENEFITS PROGRAM; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $1,190,908.88 FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, FROM THE SYSTEM FUND FOR SUCH COVERAGES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) has historically provided coverage for basic life, accidental death and dismemberment, voluntary life insurance and long-term disability; and

WHEREAS, through an Interlocal Agreement with the Public Employee Benefit Alliance (PEBA), the System has access to Standard Insurance Company’s life insurance and long-term disability proposal, solicited by PEBA; and

WHEREAS, Standard Life Insurance has provided these insurance coverages for the System through PEBA since January 1, 2016; and

WHEREAS, the current Standard rates and agreement will expire on December 31, 2020; and

WHEREAS, Standard Insurance Company has agreed to provide these coverages at the following rates: $0.294 per $1,000.00 of benefit for active basic life, $0.96 per $1,000.00 of benefit for retiree basic life, $0.02 per $1,000.00 of benefit for AD&D and 0.187 percent of insured earnings for long-term disability; and

WHEREAS, funds in an amount not to exceed $1,190,908.88 for Fiscal Year 2021 are required for basic term life insurance, accidental death and dismemberment insurance, and long-term disability; and

WHEREAS, the voluntary life insurance plan is completely funded by employee contributions; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to authorize the purchase of policies with Standard Insurance Group for basic life, accidental death and dismemberment, voluntary life insurance, and long-term disability for the period of January 1, 2021 through December 31, 2021, (ii) to authorize expenditures for basic life, accidental death and dismemberment insurance, and long-term disability in an amount not to exceed $1,190,908.87 from the System Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay Standard Insurance Company an amount not to exceed $1,190,908.87 for such coverages; now, therefore:

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

1. That the purchase of the policies with Standard Insurance Company for basic life, accidental death and dismemberment, voluntary life insurance, and long-term disability, for the period of January 1, 2021 through December 31, 2021, is hereby authorized.

2. That expenditures in an amount not to exceed $1,190,908.87 for basic life and accidental death and dismemberment insurance, and long-term disability are hereby authorized from the System Fund, pursuant to and contingent upon Board approval of the 2021 budget with a line item for such expenditures.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay Standard Insurance Company an amount not to exceed $1,190,908.87 for such coverages.

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 4th day of August, 2020.

________________________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________________________
Amy Hardberger, Secretary

Attachment:
1. 2021 Standard Life Renewal Letter
May 2, 2020

San Antonio Water System
Attn: Benefits Manager
PO Box 2449
San Antonio, TX 78298

**Group Number 753337**

Thank you for allowing Standard Insurance Company to provide quality products to support your employees’ insurance needs. We are pleased to renew your policy with continued coverage and service, at the existing premium rates shown below. These rates are now guaranteed until January 1, 2023.

<table>
<thead>
<tr>
<th>Product &amp; Services</th>
<th>Through 12/31/2020</th>
<th>Effective 01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active Members</td>
<td>$0.294 Per $1,000 of Benefit</td>
<td>$0.294 Per $1,000 of Benefit</td>
</tr>
<tr>
<td>Retired Members</td>
<td>$0.960 Per $1,000 of Benefit</td>
<td>$0.960 Per $1,000 of Benefit</td>
</tr>
<tr>
<td>Additional Life and Spouse Life</td>
<td>Non-tobacco / Tobacco rate</td>
<td>Non-tobacco / Tobacco rate</td>
</tr>
<tr>
<td>Age &lt; 30</td>
<td>$0.05 / $0.11</td>
<td>$0.05 / $0.11</td>
</tr>
<tr>
<td>Age 30 – 34</td>
<td>$0.06 / $0.13</td>
<td>$0.06 / $0.13</td>
</tr>
<tr>
<td>Age 35 – 39</td>
<td>$0.08 / $0.17</td>
<td>$0.08 / $0.17</td>
</tr>
<tr>
<td>Age 40 – 44</td>
<td>$0.14 / $0.26</td>
<td>$0.14 / $0.26</td>
</tr>
<tr>
<td>Age 45 – 49</td>
<td>$0.21 / $0.43</td>
<td>$0.21 / $0.43</td>
</tr>
<tr>
<td>Age 50 – 54</td>
<td>$0.35 / $0.61</td>
<td>$0.35 / $0.61</td>
</tr>
<tr>
<td>Age 55 – 59</td>
<td>$0.55 / $0.89</td>
<td>$0.55 / $0.89</td>
</tr>
<tr>
<td>Age 60 – 64</td>
<td>$0.81 / $1.37</td>
<td>$0.81 / $1.37</td>
</tr>
<tr>
<td>Age 65 – 69</td>
<td>$1.30 / $2.25</td>
<td>$1.30 / $2.25</td>
</tr>
<tr>
<td>Age 70+</td>
<td>$3.74 / $5.67</td>
<td>$3.74 / $5.67</td>
</tr>
</tbody>
</table>

Note: The above rates are per $1,000 of benefit and based on the member’s/spouse’s age as of January 1st.

<table>
<thead>
<tr>
<th>Product &amp; Services</th>
<th>Through 12/31/2020</th>
<th>Effective 01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Life</td>
<td>$2.00 per Member</td>
<td>$2.00 per Member</td>
</tr>
<tr>
<td>Basic AD&amp;D</td>
<td>$0.02 Per $1,000 of Benefit</td>
<td>$0.02 Per $1,000 of Benefit</td>
</tr>
<tr>
<td>Additional AD&amp;D</td>
<td>$0.02 Per $1,000 of Benefit</td>
<td>$0.02 Per $1,000 of Benefit</td>
</tr>
<tr>
<td>Spouse AD&amp;D</td>
<td>$0.02 Per $1,000 of Benefit</td>
<td>$0.02 Per $1,000 of Benefit</td>
</tr>
</tbody>
</table>

Note: Spouse and Child rates are Elective (Contributory).

<table>
<thead>
<tr>
<th>Product &amp; Services</th>
<th>Through 12/31/2020</th>
<th>Effective 01/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Term Disability</td>
<td>0.187 Percent of Insured Earnings</td>
<td>0.187 Percent of Insured Earnings</td>
</tr>
<tr>
<td>Travel Assistance</td>
<td>Cost included in Basic Life rates</td>
<td>Cost included in Basic Life rates</td>
</tr>
<tr>
<td>Employee Assistance Program (EAP)</td>
<td>Cost included in LTD rate</td>
<td>Cost included in LTD rate</td>
</tr>
</tbody>
</table>
If you have any questions about your rates or our review process, the Dallas Employee Benefits Sales and Service Office at (972) 943-1615 is available to serve your needs. We value your business and welcome the opportunity to provide continued assistance to you.

Sincerely yours,

Matthew Moran, CEBS  
Senior National Accounts Underwriter  
Employee Benefits Division  
Standard Insurance Company
TO: San Antonio Water System Board of Trustees

FROM: Leamon M. Anderson, Director, Distribution and Collection Operations 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 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 5

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, in the amount of $1,451,600.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 5.

- Beyond the potential water repairs reported to San Antonio Water System (SAWS) by water-conscious public citizens, many water repairs are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

- This contract will provide contractor support to assist SAWS Distribution and Collection Operations with these water repairs. This effort will allow for an improved level of service for SAWS customers by reducing repair response times, reducing water losses and increasing valve operability, thus minimizing shut-down impacts to the public.

- Work orders executed via this contract will be managed by SAWS operations and will allow staff to identify, prioritize, and manage the repair work orders issued to the contractor in order to maximize efficiencies. The contract is for a period of one year or until funds are exhausted whichever comes first.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc. submitted the lowest responsive bid of $1,451,600.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to
transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS will receive 2020 funding from the EAA in the amount of $600,400.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2020 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,451,600.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 20-1401 (CIP). The SAWS job number for all other types of work is 20-0117 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on July 9th 2020 at 10 am. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,451,600.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Cool Component HTG &amp; A/C, Inc.</td>
<td>$1,454,720.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$1,487,950.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,559,970.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,560,785.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,587,860.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>* Engineer’s Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents a 9.28 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Facilities Rehabilitation, Inc.</th>
<th>SMWVB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBE 0.00%</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 98.62%</td>
</tr>
<tr>
<td></td>
<td>MBE – Other 0.00%</td>
</tr>
<tr>
<td></td>
<td>WBE – Minority 0.00%</td>
</tr>
<tr>
<td></td>
<td>WBE – Non-Minority 0.00%</td>
</tr>
<tr>
<td></td>
<td>SMWVB Total 98.62%</td>
</tr>
</tbody>
</table>
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 $1,451,600.00 IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 5; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,451,600.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,451,600.00 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”) requires construction services to perform the necessary water distribution system repairs (the “project work”); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, submitted a bid in the amount of $1,451,600.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,451,600.00 are required for the project work; and

WHEREAS, the total amount of $1,451,600.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,451,600.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 5, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,451,600.00 from the System Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,451,600.00 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 $1,451,600.00 is hereby awarded to Facilities Rehabilitation, Inc., who is determined to be the lowest responsible bidder, in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 5.

2. That the expenditure of funds in an amount not to exceed $1,451,600.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,451,600.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 5.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 4th day of August, 2020.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Leamon M. Anderson, Director, Distribution and Collection Operations 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 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 6

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, in an amount not to exceed $1,389,100.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 6.

- Beyond the potential water repairs reported to San Antonio Water System (SAWS) by water-conscious public citizens, many water repairs are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

- This contract will provide contractor support to assist SAWS Distribution and Collection Operations with these water repairs. This effort will allow for an improved level of service for SAWS customers by reducing repair response times, reducing water losses and increasing valve operability, thus minimizing shut-down impacts to the public.

- Work orders executed via this contract will be managed by SAWS operations and will allow staff to identify, prioritize, and manage the repair work orders issued to the contractor in order to maximize efficiencies. The contract is for a period of one year or until funds are exhausted whichever comes first.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc. submitted the lowest responsive bid of $1,389,100.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Under the Program and Interlocal Contract with the EAA, SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS would be obligated to
transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS will receive 2020 funding from the EAA in the amount of $600,400.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2020 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,389,100.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 20-1401 (CIP). The SAWS job number for all other types of work is 20-0118 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on July 9th 2020 at 11 am. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,389,100.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$1,390,450.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Cool Component HTG &amp; A/C, Inc.</td>
<td>$1,390,535.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$1,396,120.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>T Construction, LLC</td>
<td>$1,426,760.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,587,860.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>*Lowest Responsible Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
</tbody>
</table>

The bid amount represents a 13.18 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>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>98.56%</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>98.56%</td>
</tr>
</tbody>
</table>
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 $1,389,100.00 IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 6; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,389,100.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,389,100.00 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”) requires construction services to perform the necessary water distribution system repairs (the “project work”); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, submitted a bid in the amount of $1,389,100.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,389,100.00 are required for the project work; and

WHEREAS, the total amount of $1,389,100.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,389,100.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 6, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,389,100.00 from the System Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,389,100.00 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 $1,389,100.00 is hereby awarded to Facilities Rehabilitation, Inc., who is determined to be the lowest responsible bidder, in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 6.

2. That the expenditure of funds in an amount not to exceed $1,389,100.00 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 Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,389,100.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 6.

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 4th day of August, 2020.

________________________________________
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 AGREEMENTS FOR WATER AND/OR WASTEWATER SERVICES FOR TRACTS REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution approves Utility Service Agreements (USA) to provide water and/or wastewater services to specified tracts 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 two tracts, which total 2.16 acres; 15 water Equivalent Dwelling Units (EDUs); and 16 wastewater EDUs.

- Board approval is required since the tracts require the System’s 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 CCN.

- The Monument Oak 8915 Tract is located inside the City of Fair Oaks Ranch, partially outside the System’s water CCN and partially outside the wastewater CCN. The USA provides zero EDUs of water and one EDU of wastewater service.

- The St. George Subdivision Tract is located inside the City of San Antonio, outside the System’s water CCN and inside the wastewater CCN. The USA provides 15 EDUs of water and 15 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 each tract (on-site and off-site).

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monument Oak 8915 Tract</td>
<td>Michael Lutz</td>
<td>0.52</td>
<td>0</td>
<td>1</td>
<td>OUTSIDE / INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>Partially OUTSIDE</td>
<td>Partially OUTSIDE</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>St. George Subdivision Tract</td>
<td>Caredo, LLC</td>
<td>1.64</td>
<td>15</td>
<td>15</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>2.16</strong></td>
<td><strong>15</strong></td>
<td><strong>16</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Acronyms:**

EARZ = Edwards Aquifer Recharge Zone  
OVR = Oversizing  
CCN = Certificate of Convenience and Necessity  
CZ = Edwards Aquifer Contributing Zone  
WW = Wastewater  
IFC = Impact Fee Credits  
CoSA = City of San Antonio limits  
ETJ = Extraterritorial Jurisdiction  
JBSA = Joint Base San Antonio Buffer Zone

**EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENTS:**

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:
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.

Attachments: Table 1, Tract Information

<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>Monument Oak 8915 Tract</td>
<td>$0.00</td>
<td>$3,451.00</td>
<td>$3,451.00</td>
</tr>
<tr>
<td>2</td>
<td>St. George Subdivision Tract</td>
<td>$71,235.00</td>
<td>$23,295.00</td>
<td>$94,530.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$71,235.00</strong></td>
<td><strong>$26,746.00</strong></td>
<td><strong>$97,981.00</strong></td>
</tr>
</tbody>
</table>
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>Monument Oak 8915 Tract</td>
<td>Michael Lutz</td>
<td>Michael Lutz</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>NA</td>
<td>0.52</td>
<td>0</td>
<td>1</td>
<td>Headwaters Leon Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>2</td>
<td>St. George Subdivision Tract</td>
<td>Caredo, LLC</td>
<td>Doug Cross</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>828</td>
<td>1.64</td>
<td>15</td>
<td>15</td>
<td>San Pedro Creek</td>
<td>CCN</td>
</tr>
<tr>
<td></td>
<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>2.16</td>
<td>15</td>
<td>16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Acronyms:

EARZ = Edwards Aquifer Recharge Zone  
OVR = Oversizing  
ICF = Impact Fee Credits  
CZ = Edwards Aquifer Contributing Zone  
WW = Wastewater  
PZ = Pressure Zone  
CoSA = City of San Antonio limits  
ETJ = Extraterritorial Jurisdiction  
JBSA = Joint Base San Antonio Buffer Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING UTILITY SERVICE AGREEMENTS TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM’S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH 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>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA EDJ / 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>Monument Oak 8915 Tract</td>
<td>Michael Lutz</td>
<td>0.52</td>
<td>0</td>
<td>1</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>Partially OUTSIDE</td>
<td>Partially OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>St. George Subdivision Tract</td>
<td>Caredo, LLC</td>
<td>1.64</td>
<td>15</td>
<td>15</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>2.16</strong></td>
<td><strong>15</strong></td>
<td><strong>16</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreements and to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service
Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service 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 Agreements and agrees to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board’s Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.

2. That the Utility Service Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreement will expire.

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

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

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 4th day of August, 2020.

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________________
Amy Hardberger, Secretary

Attachments:
Location Map
Project Site Maps
Utility Service Agreements outside of SAWS water or wastewater CCN and/or with oversized infrastructure and/or impact fee credits

<table>
<thead>
<tr>
<th>Board Approved USA</th>
<th>Acreage</th>
<th>Water EDUs</th>
<th>Wastewater EDUs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Items Total:</td>
<td>2.16</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>Year-to-Date Total:</td>
<td>9,436.98</td>
<td>38,238</td>
<td>37,971</td>
</tr>
</tbody>
</table>
Tract is located:
- Over the Edwards Aquifer Contributing Zone
- Within the 5-Mile Camp Bullis Awareness Zone
- Within the 5-Mile JBSA Buffer Zone

Legend
- Parcels Update
- USA Tract
- Existing Sewer Main
- City of Fair Oaks Ranch CCN
- San Antonio Water System CCN

Project Location

Monument Oak 8915
- 0 Water EDUs
- 1 Sewer EDUs
- 0.52 Acres
- USA-24354
St. George Subdivision
15 Water EDUs
15 Sewer EDUs
1.64 Acres
USA-23654

Tract is located within:
- 5-Mile JBSA Buffer Zone

Legend
- Parcels Update
- USA Tract
- Existing Sewer Main

Project Location

Attachment III:
USA-23654
"St. George Subdivision" Tract
Proposed Sewer Infrastructure Map
1.64 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 CONSTRUCTION CONTRACT IN CONNECTION WITH THE E-16 WURZBACH PARKWAY SEWER AT HIGHWAY 281 PROJECT

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to S.J. Louis Construction of Texas, Ltd., a local, non-SMWVB contractor, in the amount of $10,142,520.41, in connection with the E-16 Wurzbach Parkway Sewer at Highway 281 Project (the “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.

- The Project will address three capacity constraints in the eastern sewershed and is necessary to comply with the EPA Consent Decree. This project consists of constructing approximately 2,800 feet of 78-inch in-line retention as well as approximately 4,600 feet of 8-inch, 12-inch, 24-inch, 27-inch, and 36-inch gravity sanitary sewer pipelines. It extends from a point southwest of the intersection of U.S. Highway 281 and Wurzbach Parkway upstream to a point southeast of the intersection of Blanco Road and Wurzbach Parkway.

- Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor based on proposals that offer the “best value” to the System. Best value is determined by score and ranked by weighted criteria published in the solicitation. S.J. Louis Construction of Texas, Ltd. submitted the best value proposal for $10,142,520.41.

Staff recommends that the Board approve this resolution.
E-16 Wurzbach Parkway Sewer at Highway 281 Project

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2020 Capital Improvement Program. This work is included in the Wastewater Core Business, Main Replacement – Sewer budget line item. The amount is $10,142,520.41 for wastewater related construction work. The job number is 18-4509 for construction.

**SUPPLEMENTARY COMMENTS:**

Kimley-Horn and Associates, Inc. prepared the plans and specifications for this project under their professional services contract. The engineer’s estimated construction cost was $16,323,763.17.

Competitive sealed proposals were received on June 17, 2020 at 2:00 PM. S.J. Louis Construction of Texas, Ltd. provided the best value to the System based on the following criteria and weighting:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Qualifications and Experience</td>
<td>15%</td>
</tr>
<tr>
<td>Quality, Reputation, and Ability to Deliver Projects on Schedule and within Budget</td>
<td>15%</td>
</tr>
<tr>
<td>Project Approach, Schedule and Availability</td>
<td>30%</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>30%</td>
</tr>
<tr>
<td>SMWVB</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

The following proposals were submitted:

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.J. Louis Construction of Texas, Ltd.*</td>
<td>$10,142,520.41</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$15,580,039.85</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Thalle Construction Co., Inc.</td>
<td>$15,917,869.88</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$16,323,763.17</td>
<td></td>
</tr>
<tr>
<td>BRH Garver Construction, LP</td>
<td>$18,543,525.61</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Best Value Proposal

The price proposal represents a 37.9 percent decrease from the estimated construction cost. This contract provides 730 days for construction completion. The System’s engineering staff will inspect the work.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>E-16 Wurzbach Parkway Sewer at Highway 281 Project</th>
<th>S.J. Louis Construction of Texas, Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SMWVB Analysis – Board Award</strong></td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>2.46%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>19.72%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>22.18%</strong></td>
</tr>
</tbody>
</table>

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 S.J. LOUIS CONSTRUCTION OF TEXAS, LTD. IN AN AMOUNT NOT TO EXCEED $10,142,520.41 IN CONNECTION WITH THE E-16 WURZBACH PARKWAY SEWER AT HIGHWAY 281 PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $10,142,520.41 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 S.J. LOUIS CONSTRUCTION OF TEXAS, LTD., AND TO PAY S.J. LOUIS CONSTRUCTION OF TEXAS, LTD. AN AMOUNT NOT TO EXCEED $10,142,520.41 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 replacement based on capacity; and

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

WHEREAS, S.J. Louis Construction of Texas, Ltd., a local, non-SMWV contractor, has submitted a price proposal in the amount of $10,142,520.41 for the project work and this proposal has been determined to be the most qualified; and

WHEREAS, System funds in the amount of $10,142,520.41 are required for the project work; and

WHEREAS, the total amount of $10,142,520.41 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 S.J. Louis Construction of Texas, Ltd. in an amount not to exceed $10,142,520.41 in connection with the E-16 Wurzbach Parkway Sewer at Highway 281 Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $10,142,520.41 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 S.J. Louis Construction of Texas, Ltd., and to pay S.J. Louis Construction of Texas, Ltd. an amount not to exceed $10,142,520.41 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 $10,142,520.41 is hereby awarded to S.J. Louis Construction of Texas, Ltd., who is determined to be the most qualified, in connection with the E-16 Wurzbach Parkway Sewer at Highway 281 Project.

2. That the expenditure of funds in an amount not to exceed $10,142,520.41 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 S.J. Louis Construction of Texas, Ltd., and to pay S.J. Louis Construction of Texas, Ltd. an amount not to exceed $10,142,520.41 in connection with the E-16 Wurzbach Parkway Sewer at Highway 281 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 4th day of August, 2020.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
AGENDA ITEM NO. 16

TO: San Antonio Water System Board of Trustees

FROM: Juan D. Gomez, Ph.D., P.E., Director, Plants and Major Projects, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE LEON CREEK WATER RECYCLING CENTER (WRC) ELECTRICAL SYSTEM IMPROVEMENTS – PHASE 1 PROJECT

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Alterman, Inc. a local, non-SMWVB firm, in an amount not to exceed $5,513,300.00 in connection with the Leon Creek Water Recycling Center (WRC) Electrical System Improvements – Phase 1 Project (the “Project”).

- The Leon Creek WRC was constructed in 1965. Much of the existing electrical infrastructure is nearly 30 years old and has reached the end of its service life.

- The San Antonio Water System’s (the “System”) engineering staff conducted an in-house assessment to evaluate the condition of the electrical infrastructure serving the plant due to age, exposure to environmental conditions, safety measures, and compliance with current codes.

- The assessment recommended upgrades and replacement to the electrical infrastructure including the existing outdoor main plant switchgear, several pad mounted transformers, and motor control centers at various process areas throughout the plant. Additionally, the assessment recommended to house new switchgear and motor control center equipment in climate controlled buildings to prolong service life due to the corrosive environment at the plant.

- Projects resulting from this assessment were programmed into the Capital Improvement Program to address the recommended improvements. The improvements will be done in two phases to minimize impact to plant operations and the Capital Improvement Program budget. Phase 1 will lay the infrastructure foundation for improvements planned for Phase 2. Phase 2 will focus on the replacement of motor control centers and other medium to low voltage equipment at various process areas throughout the plant.

- The Phase 1 project will replace the existing outdoor main plant switchgear with new indoor located switchgear. A new climate controlled electrical building will also be constructed to house the new switchgear. Feeders from the new main plant switchgear will
also be replaced. The project also includes associated civil, mechanical, structural, and instrumentation and controls work.

- Alterman, Inc. submitted the lowest responsible bid of $5,513,300.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2019 and CY 2020 Capital Improvement Program. This project is included in the Wastewater Core Business, Treatment Category, Leon Creek WRC Electrical System Improvements – Phase 1 Project. The amount is $5,513,300.00 for wastewater related work. The job number is 19-6505.

**SUPPLEMENTARY COMMENTS:**

Gupta and Associates, Inc., prepared the plans and specifications for this project. The engineer’s estimated construction cost was $5,772,027.00.

A bid opening was held on July 13, 2020 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>Alterman, Inc.*</td>
<td>$5,513,300.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$5,772,027.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>System Controls and Instrumentation, LLC</td>
<td>$6,918,680.00</td>
<td>Local/WBE-Non-Minority</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The lowest responsible bid amount represents a 4.48 percent decrease from the engineer’s estimated construction cost.
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Leon Creek WRC Electrical System Improvements – Phase 1 Project</th>
<th>Alterman, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>9.25%</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>0.31%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>9.56%</td>
</tr>
</tbody>
</table>

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 ALTERMAN, INC. IN AN AMOUNT NOT TO EXCEED $5,513,300.00 IN CONNECTION WITH THE LEON CREEK WATER RECYCLING CENTER (WRC) ELECTRICAL SYSTEM IMPROVEMENTS – PHASE 1 PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $5,513,300.00 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 ALTERMAN, INC., AND TO PAY ALTERMAN, INC. AN AMOUNT NOT TO EXCEED $5,513,300.00 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 for the construction of a new climate controlled building that will house the newly installed main electrical switchgear at the Leon Creek WRC; and

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

WHEREAS, Alterman, Inc., a local, non-SMWVB firm, is declared the lowest responsible bidder and has submitted the lowest responsible bid of $5,513,300.00 for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Alterman, Inc. in an amount not to exceed $5,513,300.00 in connection with the Leon Creek Water Recycling Center (WRC) Electrical System Improvements – Phase I Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $5,513,300.00 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 Alterman, Inc., and to pay Alterman, Inc. an amount not to exceed $5,513,300.00 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 $5,513,300.00 is hereby awarded to Alterman, Inc., who is determined to be the lowest responsible bidder, in connection with the Leon Creek Water Recycling Center (WRC) Electrical System Improvements – Phase 1 Project.

2. That the expenditure of funds in an amount not to exceed $5,513,300.00 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 Alterman, Inc., and to pay Alterman, Inc. an amount not to exceed $5,513,300.00 in connection with the Leon Creek Water Recycling Center (WRC) Electrical System Improvements – Phase 1 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 4th day of August, 2020.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees
FROM: Donovan S. Burton, Vice President, Water Resources and Governmental Relations
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: CONSENTING TO A CHANGE IN CONTROL OF VISTA RIDGE LLC, AND APPROVING A SEVENTH AMENDMENT TO THE WATER TRANSMISSION AND PURCHASE AGREEMENT (“WTPA”) BETWEEN THE CITY OF SAN ANTONIO, TEXAS, ACTING BY AND THROUGH SAN ANTONIO WATER SYSTEM (“SAWS”), AND VISTA RIDGE LLC (“PROJECT COMPANY”)

Board Action Date: August 4, 2020

SUMMARY AND RECOMMENDATION:

The attached resolution (the “Resolution”) approves a Change in Control (as defined in the WTPA) of the Project Company from Garney P3 LLC (“Garney”) to RI-VR Holdings, LLC (“RI-VR”), approves various conforming amendments to the WTPA and related documents, and delegates to the SAWS President/CEO the authority to execute each of the foregoing upon receipt of satisfactory evidence (in his discretion) that all conditions precedent to such executions have been satisfied.

In November 2014, the City of San Antonio, acting by and through SAWS, executed the WTPA to develop a water supply project to bring an additional source of water to San Antonio (the “Project”). The WTPA provides that if there is a transfer of majority ownership stake in the Project Company, such a transfer is subject to SAWS’ prior written approval.

On May 18, 2016, by Resolution No. 16-138, the SAWS Board of Trustees approved a Project Company Change in Control resultant from Abengoa Water USA LLC’s (“Abengoa”) transfer of 80% of its then-100% ownership interest in the Project Company to Garney.

As a pipeline construction company, Garney, from the outset of its acquisition of a controlling interest in the Project Company, expressed its goal of leading the Project through its construction phase and, thereafter, divesting its Project Company interest to a new controlling equity partner. In furtherance of this goal, Garney in 2017 entered into an Amended and Restated Membership Interest Purchase Agreement (the “MIPA”) with RI-VR pursuant to which it agreed to sell to RI-VR its entire 80% Project Company ownership interest in two transactions: (i) initially, 29% of its 80% Project Company ownership interest (the “Initial Sale”), and (ii) upon satisfaction of specified conditions precedent (primarily being the occurrence of the Commercial Operation Date), the remaining 51% of Garney’s ownership interest in the Project (the “Second Sale”).

The Initial Sale concluded on May 25, 2017 and, because it did not constitute a Change in Control, did not require SAWS approval under the WTPA. Since that time, RI-VR has been actively involved in the Project, having led the process resulting in the 2018 selection of EPCOR Services,
Inc. (“EPCOR”) as the Project’s Operating Service Provider (transferring to EPCOR in connection with such selection 5% of RI-VR’s 29% Project Company interest obtained from Garney in the Initial Sale). SAWS approved EPCOR’s selection as Operating Service Provider by Resolution No. 18-263. RI-VR also led and continues to lead efforts to refinance the Project Company’s interim Project construction loan with permanent, fixed-rate financing.

The Commercial Operation Date occurred on April 15, 2020. As a result of this milestone achievement, as well as accomplishment of other necessary conditions precedent to the Second Sale identified in the MIPA, Garney and RI-VR now desire to effectuate the Second Sale and, in connection therewith, request SAWS’ approval of the Change in Control resultant therefrom.

RI-VR is a special purpose entity created and existing specifically and solely for the purposes of owning and managing the Project Company. RI-VR is owned and controlled by Ridgewood Infrastructure, LLC (“Ridgewood”), which is part of the affiliated Ridgewood Companies (a $5+ billion asset manager founded in 1982). Ridgewood focuses on water, energy and essential infrastructure projects. The team at Ridgewood is known as a group of experienced asset managers who have operational, engineering, and financial experience.

On the basis of the results of due diligence conducted by SAWS staff and its contracted professionals determined to be necessary for such purpose, including, with respect to the operational history, reputation, experience, and financial condition of Ridgewood, its key personnel, and its related companies, SAWS staff recommends that the SAWS Board of Trustees approve the Change in Control resultant from the Second Sale. SAWS staff also recommends approval of amendments to the WTPA necessary and incidental to the Change in Control resultant from the Second Sale. At completion of the Second Sale, the Project Company’s ownership interests will be held as follows: 75% by RI-VR; 20% by Abengoa; and 5% by EPCOR. Subsequent to the Second Sale, Ridgewood, acting by and through RI-VR, and in conjunction with EPCOR (as Operating Service Provider), will manage the Project.

The transfer of Project Company membership interest resultant from the Second Sale will not change the risk allocation under the WTPA. Additionally, Garney will, as constructor of the Project, continue to be responsible for completion of Project Punch List and warranty items that may arise and for which they are responsible.

SAWS staff recommends approval of the Resolution that provides consent to the Change in Control resultant from the Second Sale (being a transfer of a majority interest in the Project Company from Garney to RI-VR), authorizes execution of an amendment to the WTPA and various associated documents, and delegates to the SAWS President/CEO the authority to execute each of the foregoing upon receipt of satisfactory evidence (determined in his discretion) that all conditions precedent to such executions have been satisfied.
FINANCIAL IMPACT:
This proposed action would have no financial impact on the System.
RESOLUTION NO.

A RESOLUTION OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONSENTING TO A CHANGE IN CONTROL OF VISTA RIDGE LLC, AND APPROVING A SEVENTH AMENDMENT TO THE WATER TRANSMISSION AND PURCHASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, TEXAS, ACTING BY AND THROUGH SAN ANTONIO WATER SYSTEM, AND VISTA RIDGE LLC; ADDRESSING OTHER MATTERS RELATING TO THE FOREGOING, INCLUDING APPROVAL OF EXECUTION OF ANCILLARY AGREEMENTS TO WHICH SAWS IS A PARTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council (the City Council) of the City of San Antonio, Texas (the City) previously established a component unit of the City known as the San Antonio Water System (SAWS or the System) for the purpose of operating and maintaining the City’s water and wastewater utility system, which component unit is under the management and control of the Board of Trustees (the Board) established and created pursuant to the provisions of Ordinance No. 75686 adopted by the City Council on April 30, 1992; and

WHEREAS, the City, acting by and through the Board, and Vista Ridge LLC (the Project Company) are parties to that certain Water Transmission and Purchase Agreement, dated as of November 4, 2014, as amended on June 10, 2016, November 2, 2016, April 5, 2017, January 17, 2020, and April 8, 2020 (such agreement, as amended, the WTPA), to facilitate development of a pipeline project (the Project) connecting to SAWS’ distribution system in northern Bexar County for the delivery of water (Project Water); and

WHEREAS, the initial execution of the WTPA, as well as the amendments thereto, have been approved by requisite action of the City Council (Ordinance No. 2014-10-30-0818 adopted on October 30, 2014 (the Ordinance), and the Board (by Resolution No. 14-269 adopted on September 29, 2014, Resolution No. 14-274 adopted on October 15, 2014, Resolution No. 16-138 adopted on May 18, 2016, Resolution No. 16-277 adopted on November 1, 2016, Resolution No. 17-095 adopted on April 4, 2017, Resolution No. 20-018 adopted on January 14, 2020, Resolution No. 20-058 adopted on March 3, 2020 (as amended by Resolution No. 20-087 adopted on July 7, 2020), and Resolution No. 20-087 adopted on April 7, 2020), which respective actions of the City Council and the Board are hereafter referred to as the Prior Authorization and incorporated by reference herein; and
WHEREAS, among other things, the WTPA provides that SAWS’ approval represents a condition precedent to the transfer of a majority ownership interest in the Project Company, as such transfer constitutes a Project Company “Change in Control” under the WTPA; and

WHEREAS, in 2016, by Resolution No. 16-138, the Board approved a transfer of a majority interest in the Project Company from Abengoa Water USA, LLC (Abengoa) to Garney P3 LLC (Garney), an affiliate of Garney Construction (the Initial Change in Control); and

WHEREAS, Garney has requested approval of a transfer of its remaining 51% interest in the Project Company to RI-VR Holdings, LLC (Ridgewood) (such transfer of majority interest being referred to herein as the Change in Control); and

WHEREAS, Ridgewood, who has held a minority interest in the Project Company since 2017, is under the management of Ridgewood Infrastructure, LLC (Ridgewood Infrastructure) with whom SAWS staff has worked on such Project-related efforts as selection of EPCOR Services, Inc. as the Project operator and efforts to refinance the interim Project construction debt with long-term permanent financing; and

WHEREAS, the Change in Control allows for installation of a long-term equity holder for the Project, realizing a goal established by SAWS and Garney at the time of the Initial Change in Control; and

WHEREAS, the attached WTPA amendment includes conforming changes necessary to accommodate and resultant from the Change in Control; and

WHEREAS, as part of the Project, SAWS entered into certain ancillary agreements, including but not limited to (i) the Project Real Property Conveyance Agreement with Central Texas Regional Water Supply Corporation (WSC), the holder of the Project Real Property, governing the acquisition, holding and ultimate conveyance to SAWS of the Project Real Property at the end of the term of the WTPA, (ii) a Stand-By Deed of Trust with the WSC to secure the conveyance of the Project Real Property to SAWS at the expiration of the term of the WTPA, and (iii) the Groundwater Supply Agreement with Blue Water Vista Ridge LLC providing for an additional thirty (30) year supply of Carrizo/Wilcox groundwater following the expiration of the term of the WTPA (the foregoing being the Ancillary Agreements); and

WHEREAS, in connection with the approval of the Change in Control, SAWS desires to make certain conforming or other corrective or updating amendments to the Ancillary Agreements (the Amendments to Ancillary Agreements); now, therefore:

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

SECTION 1. Consent to Change in Control; Approval of Seventh Amendment to the WTPA. Pursuant to, in accordance with, and under authority provided by the WTPA and each
Prior Authorization, the Seventh Amendment to the WTPA, in substantially the form attached hereto as Attachment I (which Seventh Amendment contains and reflects SAWS approval of a Change in Control of the Project Company from Garney to Ridgewood and makes related and conforming changes to the WTPA resultant from such Change in Control and necessary conforming changes to the WTPA) is hereby approved by the Board.

SECTION 2. Approval of Amendments to Ancillary Agreements. The Amendments to Ancillary Agreements, substantially in the forms attached hereto as Attachments II, III and IV, respectively, are hereby approved by the Board.

SECTION 3. Delegation of Authority. The Board hereby delegates to the President and Chief Executive Officer of the System the authority to take such action, including the authority to execute any necessary documentation (including the agreements specifically identified in Sections 1 and 2 above), that are necessary or advisable to effectuate the authorizations and directives of the Board herein. Any action taken by the President and Chief Executive Officer of the System to effectuate such provisions, including (without limitation) execution of agreements and other documentation on behalf of the Board, shall serve as the act and deed of the Board for any and all purposes. The authority delegated to the President and Chief Executive Officer in this Section 3 shall expire if not exercised by October 31, 2020.

SECTION 4. Essentiality of Water Resources. The Board hereby affirms its position that the Project Water to be made available pursuant to the WTPA is necessary and essential to the present and future operation and planning of the System in order to produce water resources to meet the current and projected needs of the System’s customers.

SECTION 5. Inconsistent Provisions. All resolutions and ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. Definition of Terms. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the WTPA.

SECTION 9. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals and other statements therein are hereby made
a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 10. Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 11. Effective Date. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * *
PASSED AND APPROVED this 4th day of August, 2020.

ATTEST:

__________________________________  Berto Guerra, Jr., Chairman

___________________________________

Amy Hardberger, Secretary
SCHEDULE I

SCHEDULE OF ATTACHMENTS

Attachment I: Seventh Amendment to WTPA
Attachment II: Second Amendment to Project Real Property Conveyance Agreement
Attachment III: First Amendment to Stand-By Deed of Trust
Attachment IV: First Amendment to Groundwater Supply Agreement
CONSENT TO THE RIDGEWOOD CHANGE IN CONTROL AND SEVENTH AMENDMENT TO THE VISTA RIDGE REGIONAL SUPPLY PROJECT WATER TRANSMISSION AND PURCHASE AGREEMENT

THIS SEVENTH AMENDMENT TO THE VISTA RIDGE REGIONAL SUPPLY PROJECT WATER TRANSMISSION AND PURCHASE AGREEMENT (this “Amendment”) is made and dated as of [____], 2020, between the City of San Antonio, Texas (the “City”) acting by and through the San Antonio Water System Board of Trustees, established pursuant to the provisions of City Ordinance Number 75686, Texas Local Government Code Sections 552.141 et seq. and Chapter 1502, as amended, Texas Government Code (“SAWS”), and Vista Ridge LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Project Company”).

RECITALS

WHEREAS, the City acting by and through SAWS and the Project Company have entered into the Vista Ridge Regional Supply Project Water Transmission and Purchase Agreement, dated as of November 4, 2014, as amended (the “Water Transmission and Purchase Agreement”), whereby the Project Company has agreed to produce, transport, make available and sell to SAWS potable water on a long term basis, all as more particularly described therein; and

WHEREAS, the Water Transmission and Purchase Agreement was first amended on June 10, 2016, in connection with the acquisition by Garney P3 LLC of a majority interest in the Project Company and SAWS’ consent thereto; and

WHEREAS, the Water Transmission and Purchase Agreement was further amended through a second amendment on November 2, 2016, in connection with the Project Company’s financing of the water supply project; and

WHEREAS, the Water Transmission and Purchase Agreement was further amended through a third amendment on April 5, 2017, in connection with the conveyance by the Project Company to SAWS of certain interests in the Transmission Pipeline Terminus Site; and

WHEREAS, the Water Transmission and Purchase Agreement was further amended through a fourth amendment on January 17, 2020, in connection with performance testing and achieving the Commercial Operation Date; and

WHEREAS, SAWS and the Project Company intended to enter into a fifth amendment to provide for the refinancing of the Initial Senior Debt, but have determined not to enter into such an amendment, and instead plan to effectuate the refinancing of the Initial Senior Debt through a subsequent amendment, and accordingly, there will not be any Water Transmission and Purchase Agreement Amendment designated as a fifth contract amendment; and

WHEREAS, the Water Transmission and Purchase Agreement was further amended through a sixth amendment on April 8, 2020, in connection with the Langeliers Saturation Index parameter of the Product Water Quality Guarantee and other contract matters; and

WHEREAS, the Board of Trustees approved certain amendments to the Water Transmission and Purchase Agreement on March 3, 2020, in connection with the Project Company’s planned refinancing of the Initial Senior Debt to be effectuated through a Water Transmission and Purchase Agreement Amendment which will be executed subsequently to the date of this Amendment and numbered in sequential amendment order; and
WHEREAS, Section 24.2(B)(4)(a) (Limitations on Change in Control) of the Water Transmission and Purchase Agreement provides that a Change in Control prior to the Transfer Restriction Date is subject to SAWS’ prior written consent in SAWS’ discretion; and

WHEREAS, Garney P3 LLC, a limited liability company organized and existing under the laws of the State of Missouri (“Garney P3 LLC”) and RI-VR Holdings, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“RI-VR Holdings, LLC”) have entered into that certain Amended and Restated Membership Interest Purchase Agreement dated as of May 25, 2017 (the “Ridgewood Membership Interest Purchase Agreement”), pursuant to which Garney P3 LLC will sell all of its ownership interest in the Project Company to RI-VR Holdings, LLC upon the satisfaction of certain conditions; and

WHEREAS, the sale contemplated by the Ridgewood Membership Interest Purchase Agreement would constitute a Change in Control under the Water Transmission and Purchase Agreement and one of the conditions precedent to such sale under the Ridgewood Membership Interest Purchase Agreement is that SAWS provide its consent to such Change in Control; and

WHEREAS, SAWS desires to consent to such Change in Control, subject to the execution and delivery by SAWS and the Project Company of this Amendment; and

WHEREAS, the City, acting by and through SAWS, and the Project Company desire to further amend the Water Transmission and Purchase Agreement to make changes in connection with the Change in Control of the Project Company from Garney P3 LLC to RI-VR Holdings, LLC and SAWS’ consent thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS. All capitalized terms used and not otherwise defined herein have the meanings set forth in the Water Transmission and Purchase Agreement.

SECTION 2. CONSENT. Without prejudice to SAWS’ rights under Section 24.2 (Limitations on Change in Control) of the Water Transmission and Purchase Agreement with respect to any other Change in Control and as further described in Section 24.7(C) (Ridgewood Change in Control) of the Water Transmission and Purchase Agreement, as amended by this Amendment, SAWS hereby consents to the Ridgewood Change in Control contemplated by the Ridgewood Membership Interest Purchase Agreement. This consent shall not become effective until this Amendment has been fully approved and executed by the parties hereto.

SECTION 3. AMENDED WATER TRANSMISSION AND PURCHASE AGREEMENT PROVISIONS. The Water Transmission and Purchase Agreement is hereby amended by inserting or deleting, as applicable, the marked changes set forth on the blacklines attached hereto as Attachment A.

SECTION 4. CONFORMED WATER TRANSMISSION AND PURCHASE AGREEMENT. Promptly following the execution of this Amendment, the parties shall execute a Contract Administration Memorandum which will contain a conforming Water Transmission and Purchase Agreement reflecting the changes contained herein for the administrative purposes of the parties.

SECTION 5. OTHER TERMS OF WATER TRANSMISSION AND PURCHASE AGREEMENT REMAIN IN EFFECT. All terms and conditions of the Water Transmission and Purchase Agreement which are not expressly modified or deleted by the terms of this Amendment shall remain in effect.
SECTION 6. **INTERPRETATION.** The interpretation provisions set forth in Section 1.2 (Interpretation) of the Water Transmission and Purchase Agreement will apply, mutatis mutandis, to any interpretation of this Amendment.

SECTION 7. **BINDING EFFECT.** This Amendment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties.

SECTION 8. **NO REFERENCE REQUIRED.** All notices, communications, agreements, certificates, documents or other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Water Transmission and Purchase Agreement without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context requires otherwise.

SECTION 9. **COUNTERPARTS.** This Amendment may be executed in counterparts, which together shall constitute one and the same instrument.

SECTION 10. **DUE AUTHORIZATION, EXECUTION AND DELIVERY.** This Amendment has been duly authorized, executed and delivered by all necessary action of each party.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to the Vista Ridge Regional Supply Project Water Transmission and Purchase Agreement to be executed by their duly authorized representatives as of the date first set forth above.

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

By: ___________________________ *
Name: Robert R. Puente
Title: President and Chief Executive Officer

VISTA RIDGE LLC

By: ___________________________ *
Name: Scott A. Parrish
Title: President

[* Subject to lender approval]
ATTACHMENT A

Attached are blacklines showing only the revised pages of the following Articles of and the Appendices to the Water Transmission and Purchase Agreement that were modified pursuant to this Amendment. In addition to such Articles and Appendices, the below list also includes Reference Documents attached to the Water Transmission and Purchase Agreement which have been revised or added in connection with the Change in Control from Garney P3 LLC to RI-VR Holdings, LLC. Items that are not listed below or attached hereto remain unchanged pursuant to this Amendment.

1. Cover Page of the Water Transmission and Purchase Agreement
2. Recitals of the Water Transmission and Purchase Agreement
3. Article 1 of the Water Transmission and Purchase Agreement
4. Article 2 of the Water Transmission and Purchase Agreement
5. Article 8 of the Water Transmission and Purchase Agreement
6. Article 13 of the Water Transmission and Purchase Agreement
7. Article 24 of the Water Transmission and Purchase Agreement
8. Article 26 of the Water Transmission and Purchase Agreement
9. Appendix 14 to the Water Transmission and Purchase Agreement
10. Appendix 16 to the Water Transmission and Purchase Agreement
11. Appendix 23 to the Water Transmission and Purchase Agreement
12. Transaction Form E (Groundwater Supply Agreement) attached to the Water Transmission and Purchase Agreement [NOTE: Updated copy of the Ground Water Supply Agreement to be attached to the conforming 7th Amended and Restated Water Transmission and Purchase Agreement.]
13. Reference Document 3 (Project Real Property Conveyance Agreement) attached to the Water Transmission and Purchase Agreement [NOTE: Updated copy of the Project Real Property Conveyance Agreement to be attached to the conforming 7th Amended and Restated Water Transmission and Purchase Agreement.]
VISTA RIDGE REGIONAL SUPPLY PROJECT
WATER TRANSMISSION AND PURCHASE AGREEMENT

between

THE CITY OF SAN ANTONIO, TEXAS

ACTING BY AND THROUGH
THE SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES

and

VISTA RIDGE LLC

Dated
November 4, 2014
As Amended on
June 10, 2016,
November 2, 2016,
April 5, 2017,
January 17, 2020 and
April 8, 2020 and
[____], 2020

[3466100.1 038521  CTR
3466100.10 038521  CTR
DRAFT]
**TRANSACTION FORMS**

TRANSACTION FORM A  GARNEY GUARANTY AGREEMENT
TRANSACTION FORM B  DESIGN BUILD CONTRACTOR SUBSTITUTION AGREEMENT
TRANSACTION FORM C  OPERATING SERVICE PROVIDER SUBSTITUTION AGREEMENT
TRANSACTION FORM D  RIGHT-OF-WAY EASEMENT FORM
TRANSACTION FORM E  GROUNDWATER SUPPLY AGREEMENT
TRANSACTION FORM F  OPINION OF COUNSEL TO THE WATER SUPPLY CORPORATION
TRANSACTION FORM G  TRANSFER AND ASSIGNMENT OF LETTER OF INTENT
TRANSACTION FORM H  CReditors' REMEDIES AGREEMENT
TRANSACTION FORM I  DEED TO SAWS PORTION OF THE TRANSMISSION PIPELINE TERMINUS SITE
TRANSACTION FORM J  RECIPROCAL EASEMENT AGREEMENT FOR THE TRANSMISSION PIPELINE TERMINUS SITE
TRANSACTION FORM K  OPINION OF COUNSEL TO SAWS

**APPENDICES**

APPENDIX 1  DESCRIPTION OF THE PROJECT
APPENDIX 2  GOVERNMENTAL APPROVALS
APPENDIX 3  TECHNICAL SPECIFICATIONS
APPENDIX 4  DESIGN AND CONSTRUCTION REVIEW PROCEDURES, COMMISSIONING AND SUBSTANTIAL COMPLETION
APPENDIX 5  PERFORMANCE TEST PROCEDURES AND STANDARDS
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VISTA RIDGE REGIONAL SUPPLY PROJECT
WATER TRANSMISSION AND PURCHASE AGREEMENT

This VISTA RIDGE REGIONAL SUPPLY PROJECT WATER TRANSMISSION AND PURCHASE AGREEMENT is entered into on November 4, 2014, and amended on June 10, 2016, November 2, 2016, April 5, 2017, January 17, 2020, and April 8, 2020, between the City of San Antonio, Texas (the “City”), acting by and through the San Antonio Water System Board of Trustees established pursuant to the provisions of City Ordinance Number 75686, Texas Local Government Code Sections 552.141 et seq. and Chapter 1502, as amended, Texas Government Code (“SAWS”), and Vista Ridge LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Project Company”).

RECITALS

WHEREAS, the City and SAWS have determined that it is in the City’s and SAWS’ best interests to contract with a private entity to supplement and diversify SAWS’ existing and projected water inventory; and

WHEREAS, the water supply project will consist of the production, treatment, delivery and sale to SAWS of up to 50,000 acre-feet per year of potable water on a long term basis, based on the acquisition of water rights and the design, construction, financing, operation and maintenance of new production wells, pumping stations, raw water collection and transmission pipelines, storage tanks and appurtenant facilities; and

WHEREAS, pursuant to Section 252.021 of the Texas Local Government Code, SAWS issued on January 14, 2011, Solicitation No. P-11-003-DS entitled Request for Competitive Sealed Proposals Regarding the Provision and Delivery of Alternative Water Supplies for the purpose of bringing SAWS’ future water supply needs to the marketplace and inviting proposals for potential non-Edwards Aquifer supplies to be compared, selected or rejected on a competitive basis; and

WHEREAS, SAWS received nine responses to the solicitation on July 22, 2011, from a variety of public and private vendors, including a response submitted by Abengoa Water USA, an Affiliate of the Project Company; and

WHEREAS, on March 8, 2013, SAWS issued Addendum #1 to the solicitation and received revised proposals in response to Addendum #1; and

WHEREAS, SAWS engaged in a comprehensive evaluation of the competing proposals in accordance with the criteria of the solicitation; and

WHEREAS, at its July 1, 2014 meeting, the Board of Trustees accepted the proposal by the Project Company in response to the solicitation on the basis that it was the most advantageous to SAWS and the City considering the evaluation factors set forth in the solicitation, subject to the negotiation of an acceptable contract and receipt of required support from the City Council; and

WHEREAS, in July, 2014 negotiations were initiated with the Project Company, which negotiations have concluded with this Water Transmission and Purchase Agreement; and

WHEREAS, on September 29, 2014 and October 15, 2014, the Board of Trustees adopted Resolution Number 14-269 and 14-274, respectively, authorizing the execution and

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delivery of this Water Transmission and Purchase Agreement and requesting its approval by
the San Antonio City Council; and

WHEREAS, on October 30, 2014, by Ordinance, the San Antonio City Council
approved this Water Transmission and Purchase Agreement; and

WHEREAS, SAWS desires to purchase and take delivery of, and the Project
Company desires to produce, transport, make available and sell potable water in accordance
with this Water Transmission and Purchase Agreement; and

WHEREAS, the Project Company intends to cause a Texas non-profit water
supply corporation to be formed in a manner consistent with Texas Water Code 49.222(a) for
the purpose of acquiring easements, rights of way and other interests necessary to construct
and own a transmission line for the transportation of potable water to SAWS for the public use
of the citizens of San Antonio and regional communities; and

WHEREAS, payment of the monthly water purchase payments and all other
amounts payable hereunder by SAWS to the Project Company will be made solely from
revenues of SAWS available thereto under City Ordinance No. 75686, and shall not be an
obligation of the City's general fund, any other City enterprise fund or any other asset or
revenue of the City; and

WHEREAS, this Water Transmission and Purchase Agreement was first
amended on June 10, 2016, in connection with the acquisition by Garney P3 LLC of a majority
interest in the Project Company and SAWS' consent thereto; and

WHEREAS, this Water Transmission and Purchase Agreement was further
amended through a second amendment on November 2, 2016, in connection with the Project
Company's financing of the water supply project; and

WHEREAS, this Water Transmission and Purchase Agreement was further
amended through a third amendment on April 5, 2017, in connection with the conveyance by
the Project Company to SAWS of certain interests in the Transmission Pipeline Terminus Site;
and

WHEREAS, this Water Transmission and Purchase Agreement was further
amended through a fourth amendment on January 17, 2020, in connection with performance
testing and achieving the Commercial Operation Date; and

WHEREAS, SAWS and the Project Company intended to enter into a fifth
amendment to provide for the refinancing of the Initial Senior Debt, but have determined not to
enter into such an amendment and instead plan to effectuate the refinancing of the Initial
Senior Debt through a subsequent amendment, and accordingly, there will not be any Water
Transmission and Purchase Agreement Amendment designated as a fifth contract amendment;
and

WHEREAS, this Water Transmission and Purchase Agreement was further
amended through a sixth amendment on April 8, 2020, in connection with the Langeliers
Saturation Index parameter of the Product Water Quality Guarantee and other contract
matters; and

WHEREAS, the SAWS Board of Trustees approved certain amendments to
this Water Transmission and Purchase Agreement on March 3, 2020, in connection with the
Project Company's planned refinancing of the Initial Senior Debt to be effectuated through a
fifth Water Transmission and Purchase Agreement Amendment which has not yet been

executed as of April 8, 2020, subsequently to the Seventh Contract Amendment Date and numbered in sequential amendment order; and

WHEREAS, the City, acting by and through SAWS, and the Project Company desire to further amend the Water Transmission and Purchase Agreement to make changes in connection with the Langelliers Saturation Index parameter of the Product Water Quality Guarantee Change in Control of the Project Company from Garney P3 LLC to RI-VR Holdings, LLC and SAWS’ consent thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto, intending to be legally bound, covenant and agree as follows:
“Change in Control” has the meaning set forth in Section 24.2(A) (Change in Control Defined).

“Chief Executive Officer” means the President and Chief Executive Officer of SAWS.

“Chief Operator” has the meaning set forth in Section 9.2(A) (Project Company’s Chief Operator).

“City” means the City of San Antonio, Texas, a body corporate, home rule municipality, and political subdivision of the State.

“City Discriminatory Change in Law” means the coming into effect of any ordinance, resolution or other Applicable Law of the City which materially impairs or prevents the Project Company (or any person performing work on behalf of the Project Company) from carrying out any Contract Obligation or materially increases the costs to the Project Company (or any person performing work on behalf of the Project Company) of carrying out any Contract Obligation and which specifically applies to discriminate against:

1. the Project or the Project Company (or any person performing work on behalf of the Project Company);

2. projects or entities (including the Project or the Project Company) involved with public works-type services or projects, utility-related services or projects, or projects or services delivered through public-private partnership or performance-based infrastructure delivery methods, or another delivery method similar to them and not other projects;

3. Persons (including the Project Company) that have contracted with SAWS or the City or other Governmental Bodies to deliver capital projects on a public-private partnership or performance-based infrastructure basis similar to the basis on which the Project was delivered and not other persons; or

4. Persons (including the Project Company) holding shares or other evidences of ownership in persons whose principal business is described in clauses 1 or 3 above.

“CMMS” has the meaning set forth in Section 11.5 (Computerized Maintenance Management System).

“Collection Pipelines” means the pipelines for the conveyance to the High Service Pump Station of Raw Groundwater pumped from the Wells, as further described in Appendix 1 (Description of the Project).

“Collection Pipelines Rights-of-Way” means the 50 feet-wide rights-of-way in the Well Field Facilities Site within which the Collection Pipelines and roads to the Well Field Facilities are to be constructed.

“Commercial Operation Date” has the meaning set forth in Section 8.6(D) (Commercial Operation Date), it being understood and agreed that such date occurred on April 15, 2020.
“Commercial Operation Longstop Date” has the meaning set forth in Section 8.6(B) (Commercial Operation Longstop Date Defined).

“Commissioning Plan” has the meaning set forth in Section 4.9.1 (General Commissioning Plan Requirements) of Appendix 4 (Design and Construction Review Procedures, Commissioning and Substantial Completion) and in Section 8.1(B) (Commissioning Plan).

“Compensable Costs” has the meaning set forth in Section 17.3(A) (General Principles).

“Compensation Adjustment Event” has the meaning set forth in Section 17.8 (Form of Compensation Adjustments For Events Occurring After the Conforming Contract Amendment Date).

“Confidential Project Company Information” has the meaning set forth in Section 26.13 (SAWS’ Confidentiality Obligations).

“Confidential SAWS Information” has the meaning set forth in Section 26.12 (Project Company’s Confidentiality Obligations).

“Conforming Contract Amendment” means the amendment of this Water Transmission and Purchase Agreement to make conforming changes in connection with SAWS’ consent to the Change in Control effectuated by the Garney Membership Interest and Purchase Agreement.

“Conforming Contract Amendment Date” means June 10, 2016, the date on which this Water Transmission and Purchase Agreement was amended by the Conforming Contract Amendment.

“Construction Governmental Approvals” means all Governmental Approvals required from time to time during the Construction Period for the commencement and continuance of the Construction Work, excluding the Project Company Public Water Supplier Designation.

“Construction Period” means the period from and including the Financial Closing Date through the Commercial Operation Date.

“Construction Quality Management Plan” means the Project Company’s plan for quality assurance and quality control in implementing the Construction Work to be developed in accordance with the requirements set forth in Section 4.7 (Quality Management) of Appendix 4 (Design and Construction Review Procedures, Commissioning and Substantial Completion).

“Construction Superintendent” means the executive in charge of construction of the Project designated by the Project Company for communications with SAWS during the Construction Period.

“Construction Work” means everything required to be furnished and done for and relating to the design, construction and commissioning of the Project by the Project Company pursuant to this Water Transmission and Purchase Agreement prior to the date of Final Completion.
“EPA” means the United States Environmental Protection Agency and any successor agency.

“EPCOR Services Inc.” means EPCOR Services Inc., a corporation organized and existing under the laws of the State of Arizona.

“Equity Contribution Agreement” means the Equity Contribution Agreement among the Project Company, the Shareholders, and the Senior Debt Creditors executed and delivered by the parties thereto on the Financial Closing Date.

“Excess Product Water” has the meaning set forth in Section 10.3(A)(8) (Excess Product Water).

“Excluded Assets” has the meaning set forth in Section 12.5 (Excluded Assets) of Appendix 12 (Project Assets and Liabilities).

“Excluded Liabilities” has the meaning set forth in Section 12.7 (Excluded Liabilities) of Appendix 12 (Project Assets and Liabilities).

“Excused Supply Shortfall Units” has the meaning specified in Section 10.3(A)(9) (Excused Supply Shortfall Units).

“Exit Performance Test” has the meaning set forth in Section 11.6(C) (Non-Compliance With End of Term Performance Evaluation Requirements).

“Expiration Date” means (1) the date that is 30 years following the Commercial Operation Date, or (2) such later date not to exceed 50 years following the Commercial Operation Date as may be established pursuant to Section 10.9 (Extension of Term).

“Fees and Costs” means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

“Final Completion” means completion of the Construction Work in compliance with the Design Requirements and the requirements of Section 8.8 (Final Completion).

“Financial Close” has the meaning set forth in Section 4.1(B)(19) (Financial Close).

“Financial Close Contract Amendment” means the amendment of this Water Transmission Purchase Agreement to make conforming changes in connection with the occurrence of Financial Close.

“Financial Close Contract Amendment Date” means November 2, 2016, the date in which this Water Transmission and Purchase Agreement was amended by the Financial Close Contract Amendment.

“Financial Close Financial Model” means the financial model delivered on or before the Financial Closing Date which meets the requirements set forth in Section 4.1(B)(19) (Financial Close).
“Financial Closing Date” has the meaning set forth in Section 4.3(A) (Satisfaction of the Financial Closing Date Conditions and Establishment of Financial Closing Date).

“Financial Closing Date Conditions” has the meaning set forth in Section 4.1(B) (Financial Closing Date Conditions Defined).

“Financial Closing Longstop Date” has the meaning set forth in Section 4.3(B) (Financial Closing Longstop Date Defined).

“Fitch” means Fitch Ratings Ltd., or any of its successors and assigns. If such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally-recognized securities rating agency designated by SAWS.

“Fixed Compensable Costs” has the meaning set forth in Section 17.3(B) (Determination of Compensable Costs).

“Flow Curtailment Tank Level” has the meaning specified in Section 10.3(B) (Flow Curtailment Tank Level).

“Flow Rate” means the rate of flow of Product Water delivered to SAWS measured at the Project Flow Meter, and expressed in GPM.

“Flow Shutdown Tank Level” has the meaning specified in Section 10.3(C) (Flow Shutdown Tank Level).

“Force Majeure Event” has the meaning set forth in Section 5.2(D) (Force Majeure Events).

“Fourth Contract Amendment” means the fourth amendment to this Water Transmission and Purchase Agreement to make changes in connection with performance testing and achieving the Commercial Operation Date.

“Fourth Contract Amendment Date” means January 17, 2020, the date on which this Water Transmission and Purchase Agreement was amended by the Fourth Contract Amendment.

“GAAP” means generally accepted accounting principles in effect and consistently applied in the United States (including the accounting recommendations published in the Handbook of the American Institute of Certified Public Accountants).

“Garney Change-in-Control” has the meaning set forth in subsection 24.6(A) (Garney Change-in-Control Defined).

“Garney Companies, Inc.” means Garney Companies, Inc., a corporation organized and existing under the laws of the State of Missouri.

“Garney Holding Company” means Garney Holding Company, a corporation organized and existing under the laws of the State of Missouri.

“Garney Membership Interest Purchase Agreement” means the Membership Interest Purchase Agreement, dated as of March 21, 2016, by and among Garney P3 LLC, Garney Companies, Inc., Garney Holding Company, Abengoa, Abengoa Water USA and the
Project Company, attached hereto as Reference Document 4 (Garney Membership Interest Purchase Agreement).

“Garney P3 LLC” means Garney P3 LLC, a limited liability company organized and existing under the laws of the State of Missouri.

“Good Engineering and Construction Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the design and construction of drinking water wells, treatment and pumping facilities and pipelines as observed in the State.

“Good Management Practice” means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices as observed for drinking water wells, treatment, storage and pumping facilities and pipelines as observed in the State.

“Governmental Approvals” means all permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Obligations.

“Governmental Body” means any federal, State, regional or local legislative, executive, judicial or other governmental board, department, agency, authority, commission, administration, court or other body (including SAWS, acting in its governmental capacity other than as a party to this Water Transmission and Purchase Agreement, or any official thereof, having jurisdiction in any way over or in respect of any aspect of the performance of this Water Transmission and Purchase Agreement or the Project. A Governmental Body includes the POSGCD and any other Governmental Body with jurisdiction over Raw Groundwater or the Project Site Conveyance Instruments.

“Groundwater Drilling and Operating Permit” means the Amended and Restated Drilling and Operating Permit (Permit No. POS-D&O/A&M-0001), issued and effective on January 13, 2008, by Director of the Board of Trustees of the POSGCD to Blue Water Systems, LP, or a successor Drilling and Operating Permit to be issued by POSGCD to the Project Company as a partial replacement of the foregoing permit.

“Groundwater Lease Conveyance Agreement” means the Groundwater Lease Conveyance Agreement, dated January 31, 2015, between the Project Company; Blue Water Vista Ridge, LLC; Blue Water Regional Supply Project LP; and the Master Lease Trust, attached hereto as Reference Document 2 (Groundwater Lease Conveyance Agreement).

“Groundwater Leases” means the leases listed in Exhibit A to Reference Document 2 (Groundwater Lease Conveyance Agreement).

“Groundwater Lessee” means Blue Water Vista Ridge, LLC or the Master Lease Trust, as assignee.

“Groundwater Lessors” means the owners of the fee interest in the Raw Groundwater and the lessors under the Groundwater Leases.
“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Water Transmission and Purchase Agreement, and all appeals therefrom.

“Lien” means any and every lien against the Project, including mechanics’, materialmen’s, laborers’ and lenders’ liens.

“Loss-and-Expense” means, and is limited to (in each case subject to Section 19.6 (No Special, Consequential or Punitive Damages)), any and all actual loss, liability, forfeiture, obligation, damage, fine, penalty, judgment, deposit, charge, assessment, Tax, cost or expense relating to third-party claims for which the Project Company is obligated to indemnify SAWS hereunder, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Water Transmission and Purchase Agreement.

“Maintenance, Repair and Replacement Plan” means the maintenance, repair and replacement plan prepared by the Project Company pursuant to Appendix 6 (Operating and Maintenance Standards).

“Maintenance, Repair and Replacement Schedule” means the maintenance, repair and replacement schedule prepared by the Project Company pursuant to Appendix 6 (Operating and Maintenance Standards).

“Major Repair and Replacement Compensable Costs” has the meaning set forth in Section 17.3(B) (Determination of Compensable Costs).

“Make-Up Units” has the meaning specified in Section 10.3(A)(12) (Make-Up Units).

“Master Lease Trust” means the Burleson/Milam Master Lease Trust, a Texas trust formed under the Texas Trust Act.

“Mediator” means any person serving as a mediator of disputes hereunder pursuant to Section 18.2 (Non-Binding Mediation).


“mg” or “MG” means millions of gallons.

“mgd” or “MGD” means millions of gallons per day.

“mg/L” means milligrams per liter.

“Midrange Partial Flow” has the meaning set forth in Section 5.5 (Performance Test Sequence of Events) of Appendix 5 (Performance Test Procedures and Standards).

“Minimum Performance Criteria” has the meaning set forth in Section 5.4 (Minimum Performance Criteria) of Appendix 5 (Performance Test Procedures and Standards).

“Monthly Delivered Water Units” means, for any Billing Period and subject to Section 10.2(E) (Remedies for Breach of Product Water Quality Guarantee - Unacceptable...
arising by, through or under the respective Groundwater Lessor, save and except any unsubordinated liens;

(7) Undetermined Encumbrances and charges incident to construction or maintenance, and Encumbrances and charges incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to final judgment (and for which all applicable periods for appeal or review have not expired), provided that the Project Company or Water Supply Corporation has established appropriate reserves or bonded against, at SAWS’ request (such appropriateness, in connection with Acceptance, to be determined by the Senior Debt Creditors);

(8) Notices of lis pendens or other notices of or Encumbrances with respect to pending actions which are being contested in good faith and have not proceeded to final judgment (and for which all applicable periods for appeal or review have not expired) and against which the Project Company or Water Supply Corporation has established appropriate reserves or bonded against, at SAWS’ request (such appropriateness, in connection with Acceptance, to be determined by the Senior Debt Creditors);

(9) Encumbrances for taxes, assessments or other governmental charges which are not delinquent, or if delinquent are payable without penalty or are being contested in good faith, provided that, with respect to any taxes, assessments or other governmental charges which are being contested the Project Company or Water Supply Corporation established appropriate reserves or bonded against, at SAWS’ request (such appropriateness, in connection with Acceptance, to be determined by the Senior Debt Creditors);

(10) Exceptions to title, of record, listed in a Title Insurance Policy or title commitment, being an easement, restriction or other matter customarily accepted by a water pipeline operator in Texas which individually or in the aggregate do not materially adversely affect the value or operation of the Project for the purposes for which it is or may reasonably be expected to be used;

(11) Encumbrances granted under any Senior Debt Financing Agreements, including the rights of the Senior Debt Creditors or to secure obligations owed by the Water Supply Corporation to the Project Company;

(12) Encumbrances securing indebtedness for the payment, redemption or satisfaction of which money (or evidences of indebtedness) in the necessary amount shall have been deposited in trust with a trustee or other holder of such indebtedness; and

(13) Encumbrances created as a result of a Change in Law.

“Personal Information” means information about a person, the disclosure of which would constitute an unwarranted invasion of privacy.


“POSGCD” means the Post Oak Savannah Groundwater Conservation District, located in Milam and Burleson Counties, Texas, Ground Water Management Area 12.
“Project Company” means Vista Ridge LLC (formerly known as Abengoa Vista Ridge, LLC), a limited liability company organized and existing under the laws of the State of Delaware, and its permitted successors and assigns.

“Project Company Bankruptcy-Related Event” has the meaning set forth in Section 20.1(C) (Project Company Bankruptcy-Related Event Defined).

“Project Company Event of Default” has the meaning set forth in Section 20.1(A) (Project Company Events of Default Defined).

“Project Company Make-Up Units” has the meaning specified in Section 10.6(A) (Project Company Make-Up Units).

“Project Company Person” means:

(1) Any owner, shareholder, or member holding 5% or more of the equity ownership interests of Garney Holding Company RI-VR Holdings, LLC, Abengoa, EPCOR Services Inc. or the Project Company, or a director, officer, employee or agent of Garney Holding Company RI-VR Holdings, LLC, Abengoa, EPCOR Services Inc. or the Project Company, in each case acting as such; or

(2) A Project Contractor, any Subcontractor and any representative, advisor (including any legal and financial advisor) of the Project Company, in any such Person’s capacity as a provider of services directly or indirectly to the Project Company in connection with the Project.

“Project Company Portion of the Transmission Pipeline Terminus Site” has the meaning set forth in Section 26.1(E)(1) (Conveyance to SAWS of Terminus Site Lot 3).

“Project Company Public Water Supplier Designation” means the public water supplier designation required to be issued by TCEQ to the Project Company and authorizing the use of Product Water as a source of potable water for public consumption through the SAWS Distribution System.

“Project Company Reimbursable Costs” has the meaning set forth in Section 4.6(A) (Project Company Reimbursable Costs Defined).

“Project Company-Related Loans” means the loans entered into or debt incurred by the Project Company as of the Conforming Contract Amendment Date, as further described in Appendix 22 (Project Company-Related Loans).

“Project Company Remediable Breach” has the meaning set forth in Section 20.1(B) (Project Company Remediable Breach Defined).

“Project Company Representative” means the individual specified in writing by the Project Company as the representative of the Project Company from time to time for all purposes of this Water Transmission and Purchase Agreement.

“Project Company-Requested Capital Modification” means a Project Company-Requested Capital Modification made pursuant to Section 12.2 (Capital Modifications at Project Company Request).

“Project Company-Requested Capital Modification Financing” means a financing by the Project Company of permitting, design and construction costs resulting from a
“Projected Monthly Supply” has the meaning set forth in Section 10.7(C) (Projected Monthly Supply).

“Proposed Financing” has the meaning specified in Section 10.9(B) (Issuance of Permitted Debt for Capital Modifications Required Due to an Uncontrollable Circumstance).

“Public Information Act” means the Texas Public Information Act, Chapter 552 of the Texas Government Code.

“Public-Private Partnership Framework Agreement” means the Amended and Restated Public-Private Partnership Framework Agreement among the Project Company; the Water Supply Corporation; Garney Companies, Inc.; VRRSP Consultants, LLC; Pape-Dawson Engineers, Inc.; Sumitomo Mitsui Banking Corporation, as administrative agent; and Sumitomo Mitsui Banking Corporation, as collateral agent, executed and delivered by the parties thereto on the Financial Closing Date.

“Punch List” means the list prepared at the time of Substantial Completion (and periodically revised as necessary), which list shall set forth (1) all items of Construction Work which remain to be performed or corrected in order to ensure that the Project fully complies with all of the standards and requirements set forth herein (and shall include those items of Construction Work damaged or destroyed by the Project Company during completion of the Performance Test) and which do not affect the performance or safe and continued operation of the Project, and (2) an assessed valuation of each such item of Construction Work that is equal to 150% of the estimated cost thereof. The final Punch List shall be provided to SAWS by the Commercial Operation Date. The Punch List shall not include any items of Construction Work, alone or in the aggregate, the non-completion of which (a) prevents the Project from being used for its purpose as described in this Water Transmission and Purchase Agreement in accordance with Applicable Law, (b) prevents the Project from operation and maintenance on a legal, safe, environmentally sound and reliable basis, or (c) could have a materially adverse effect on the operation, maintenance, performance, warranties, efficiency, safety or reliability of the Project or the environment.

“Qualified Commercial Bank” means a reputable domestic or foreign commercial bank:

1. Whose long term and short term debt is rated “A3” or higher by Moody’s, and or higher by Standard & Poor’s, and “A” or higher by Fitch (the lower of the three applying if there is a split rating); and

2. Which maintains a banking office, branch or agency in San Antonio or Houston, Texas.

“Qualified Insurer” means a reputable insurer authorized to conduct business in the State and having a credit rating of:

1. A-VIII or better with A.M. Best; or

2. The equivalent thereof by any other recognized insurance rating agency.

“Rating Service” means Moody’s, Standard & Poor’s or Fitch.
“**Required Insurance**” means the insurance specified in Appendix 7 (Insurance Requirements).

“**Residuals**” means any semi-solid or solid material resulting from the treatment of Raw Groundwater which requires disposal as waste material.

“**Response Plan**” means a Hazardous Substance emergency/spill response plan developed by the Project Company in accordance with the requirements of Appendix 4 (Design and Construction Review Procedures, Commissioning and Substantial Completion) during the Construction Period, and updated during the Operating Period.

“**Restricted Person**” means any person who (or any member of a group of persons acting together, any one of which):

1. Is disbarred, suspended, or otherwise disqualified from federal, State, SAWS, Counties or City contracting for any services similar in nature to the Contract Obligations;
2. Was or is subject to any material claim of the United States, State, SAWS, Counties or City in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made, and which (in respect of any such pending claim, if it were to be successful) would, in either case, be reasonably likely to materially affect the ability of the Project Company to perform its obligations under this Water Transmission and Purchase Agreement;
3. In the case of an individual, he or she (or in the case of a legal entity, any of the members of the Board of Trustees or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence for any criminal offense (other than minor traffic offenses or misdemeanors) less than 5 years prior to the date at which the determination of whether the person falls within this definition is being made;
4. Has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by the United States for reasons other than its trade or economic policies;
5. Has as its primary business the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in terrorism; or
6. Is any other person whose work on or association with the Project would be detrimental to the reputation of SAWS, as formally determined by SAWS in its discretion.

“**RI-VR Holdings, LLC**” means a limited liability company organized and existing under the laws of the State of Delaware.

“**Ridgewood Change in Control**” has the meaning set forth in subsection 24.7(A) (Ridgewood Change in Control Defined).

“**Ridgewood Membership Interest Purchase Agreement**” means the Amended and Restated Membership Interest Purchase Agreement, dated as of May 25, 2017, by and
“Right-Of-Way Easement Form” means the form set forth in Transaction Form D (Right-Of-Way Easement Form).

“SAWS” means the San Antonio Water System, established and created pursuant to the provisions of City Ordinance Number 75686, Texas Local Government Code Sections 552.141 et seq. and Chapter 1502, as amended, Texas Government Code.

“SAWS Distribution System” means the water transmission and distribution system (including all pipes, pipelines, pumping stations, mains, valves, distribution facilities and equipment, treatment works, and related buildings, structures, improvements and assets) and all appurtenances thereto owned by SAWS and serving the Service Area, including the SAWS Interconnection Improvements. The “SAWS Distribution System” shall not include the Project, except that, on and after the Notice of Acceptance Date, the SAWS Distribution System shall include the Project Company Storage Tank and Terminus Site Lot 2.

“SAWS Engineer” has the meaning set forth in Section 5.4(I) (SAWS Engineer).

“SAWS Event of Default” has the meaning set forth in Section 21.1 (SAWS Events of Default).

“SAWS Fault” means:

1. A breach by SAWS of any of its obligations under this Water Transmission and Purchase Agreement;
2. A breach of any representation or warranty by SAWS under this Water Transmission and Purchase Agreement; or
3. Willful misconduct of SAWS or a SAWS Indemnitee; or
4. A negligent act or omission of SAWS or a SAWS Indemnitee; or
5. A City Discriminatory Change in Law.

“SAWS Indemnitee” has the meaning set forth in Section 25.1 (Project Company’s Obligation to Indemnify).

“SAWS Interconnection Improvements” means the SAWS Storage Tank and the other improvements required to be constructed by SAWS pursuant to Section 6.2 (SAWS Interconnection Improvements), as generally described in Appendix 13 (SAWS Interconnection Improvements) and, after the Notice of Acceptance Date, the Project Company Storage Tank.

“SAWS Interface Cabinet” means the antenna or other device or equipment serving as an interface for electronic communications and security information between SAWS and the Project Company and constituting the operating interface between the SAWS Distribution System and the Project to be installed by SAWS at the Transmission Pipeline Terminus Site.

“SAWS Make-Up Units” has the meaning specified in Section 10.6(B) (SAWS Make-Up Units).
“Senior Debt” means debt or other obligations issued or incurred by the Project Company under the Senior Debt Financing Agreements (including debt or other obligations issued or incurred in connection with a Refinancing) secured by a first lien on all or substantially all of the revenues and assets of the Project Company, including the Initial Senior Debt.

“Senior Debt Creditors” means the lenders, bondholders or other parties (including any hedge or swap providers), as the case may be, and their respective agents and trustees holding Senior Debt under the Senior Debt Financing Agreements.

“Senior Debt Discharge Date” means the date on which the Obligations (as defined in the Credit Agreement) have been paid in full in accordance with the terms of the Credit Agreement and the Secured Parties (as defined in the Credit Agreement) have released the Liens granted pursuant to the Security Documents (as defined in the Credit Agreement), in each case other than in connection with a Refinancing thereof and, if all or any portion of the Senior Debt has been Refinanced, all obligations and liabilities arising under or in connection with such Refinanced Senior Debt have been paid in full (including any hedge or swap termination fees, make-whole or call premiums, and all other amounts owing to any Senior Debt Creditor) and the Senior Debt Creditors thereof shall have released all Liens granted in connection thereof.

“Senior Debt Financing Agreements” means the following as and to the extent that the same may be in effect to document the issuance or incurrence of Senior Debt that may be outstanding from time to time: (1) the Credit Agreement and any other loan or credit agreement and any notes issued pursuant thereto; (2) any bond indenture and the bonds issued pursuant thereto; (3) any security agreement relating to collateral pledged to secure Senior Debt, which may include all assets and contract rights of the Project Company and the Water Supply Corporation with respect to the Project; (4) any trust or collateral agency agreement relating to the administration of such collateral on behalf of the Senior Debt Creditors; (5) any interest rate hedge agreement entered into by the Project Company for the purpose of fixing or capping interest rates that might otherwise be floating rates; (6) the Creditors’ Remedies Agreement and other consents to assignment or direct agreements between the Senior Debt Creditors and SAWS relating to the assignment of this Water Transmission and Purchase Agreement by the Project Company and the rights of the Senior Debt Creditors thereunder; and (7) any guaranty, letters of credit and other third party assurances provided to the Senior Debt Creditors by third parties as additional security.

“Senior Secured Credit Facility” means the Credit Agreement.

“Service Area” means all territory in which customers are served by SAWS Distribution System during the Term hereof.

“Seventh Contract Amendment” means the seventh amendment to this Water Transmission and Purchase Agreement made in connection with the Change in Control from Garney P3 LLC to RI-VR Holdings, LLC pursuant to the Ridgewood Membership Interest Purchase Agreement.

“Seventh Contract Amendment Date” means [____], 2020, the date on which this Water Transmission and Purchase Agreement was amended by the Seventh Contract Amendment.

“Shareholder” means any holder or owner of Shares.
“Unit Price Adjustments” has the meaning set forth in Section 17.8(B) (Adjustments to the Unit Price).

“Utilities” means any and all utility services and installations whatsoever (including gas, water, sewer, electricity, telephone, and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

“Variable Compensable Costs” has the meaning set forth in Section 17.3(B) (Determination of Compensable Costs).

“Variable Compensable Costs Unit Price” has the meaning set forth in Section 17.3(E) (Budgeted Variable Compensable Costs Unit Price).

“Variance” has the meaning set forth in Section 26.1(A) (Acquisition by the Project Company of Well Field Facilities Site Real Property Interests and Transmission Pipeline Easements).

“Wastewater” means (1) any process wastewater produced at the Project, and (2) any Product Water produced at the Well Field Facilities that requires discharge from the Transmission Pipeline before reaching the Product Water Delivery Point for any reason, including flushing requirements or any failure to meet disinfection standards under the Product Water Quality Guarantee.

“Water Supply Corporation” means the Central Texas Regional Water Supply Corporation, a not-for-profit water supply corporation organized under Chapter 67 of the Texas Water Code and authorized to exercise the power of eminent domain under Section 49.222(a) of the Texas Water Code, and its permitted successors and assigns.

“Water Transmission and Purchase Agreement” means this Water Transmission and Purchase Agreement; all Water Transmission and Purchase Agreement Amendments, including the Conforming Contract Amendment, the Financial Close Contract Amendment, the Third Contract Amendment, the Fourth Contract Amendment and the Sixth Contract Amendment and the Seventh Contract Amendment; and the Appendices.

“Water Transmission and Purchase Agreement Amendment” has the meaning set forth in Section 26.7 (Water Transmission and Purchase Agreement Amendments).

“Water Transportation Agreement” means the Amended and Restated Water Transportation Agreement between the Project Company and the Water Supply Corporation executed and delivered by the parties thereto on the Financial Closing Date.

“Well Field Facilities” means the facilities and roads to be constructed on the Well Field Facilities Site for the production, collection, treatment, storage and pumping of Raw Groundwater, consisting of the Wells and the Collection Pipelines.

“Well Field Facilities Site” means the land upon which the Well Field Facilities are to be constructed, including approximately 50,000 acres located in Burleson County, Texas, near the intersection of SH 21 and FM 696, approximately eight miles from the City of Caldwell, Texas. The Well Field Facilities Site is more particularly described in Appendix 1 (Description of the Project).
SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE PROJECT COMPANY.

The Project Company represents and warrants, as of the Conforming in addition to the representations and warranties set forth specifically in this Water Transmission and Purchase Agreement, that as of the Seventh Contract Amendment Date, that:

(A) **Existence and Powers and Ownership.** The Project Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the authority to do business in the State and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Water Transmission and Purchase Agreement.

(B) **Validity and Enforceability.** This Water Transmission and Purchase Agreement has been duly authorized, executed and delivered by all necessary action of the Project Company and constitutes a legal, valid and binding obligation of the Project Company, enforceable against the Project Company in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors’ rights from time to time in effect and equitable principles of general application.

(C) **No Conflict.** To the best of its knowledge, neither the execution nor delivery by the Project Company of this Water Transmission and Purchase Agreement nor the performance by the Project Company of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Project Company of the terms or conditions hereof:

1. Conflicts with, violates or results in a breach of any constitution, law, governmental regulation, by-laws or certificates of incorporation applicable to the Project Company;

2. Conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the Project Company or any of its Affiliates is a party or by which the Project Company or any of its Affiliates or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) **All Required Approvals Obtained.** No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Water Transmission and Purchase Agreement by the Project Company except as such have been duly obtained or made.

(E) **No Litigation Affecting the Project Company.** Except as provided in Appendix 21 (Certain Litigation Matters), to the best of its knowledge, there is no Legal Proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Project Company’s knowledge, overtly threatened or publicly announced against the Project Company or any of its Affiliates, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Water Transmission and Purchase Agreement by the Project Company or the validity, legality or enforceability of this Water Transmission and Purchase Agreement against the Project Company, or any other agreement or instrument entered into by the Project Company in connection with the transactions contemplated hereby, or on the ability of the Project Company to perform its obligations hereunder or under any such other agreement or instrument.
(F) No Litigation Affecting the Project Contractors. Except as provided in Appendix 23 (Certain Litigation Matters Update), to the best of its knowledge, there is no Legal Proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Project Company's knowledge, overtly threatened or publicly announced against a Project Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of any Project Contract by the respective Project Contractor or the validity, legality or enforceability of any Project Contract against the Project Contractor that is party to the Project Contract, or on the ability of a Project Contractor to perform its obligations under its respective Project Contract.

(G) Groundwater Leases. Groundwater leases listed in Reference Document 2 are in force and effect sufficient to provide groundwater, in aggregate, in a volume at least equal to the Baseline Annual Volume, subject to the authority for such groundwater to be pumped, withdrawn, and transported under the terms of the Groundwater Drilling and Operating Permit and the Groundwater Transportation Permit.

(H) Sufficiency of Groundwater Permitting Arrangements. The existing Groundwater Drilling and Operating Permit and the existing Groundwater Transportation Permit constitute legal authority sufficient for the pumping, withdrawal and transportation of Raw Groundwater from the Carrizo-Wilcox Aquifer and the Simsboro Aquifer commencing on the Commercial Operation Date in volumes at least equal to the Baseline Annual Volume, subject only to the terms and conditions of such permits.

(I) Intellectual Property. The Project Company owns, or has sufficient rights to use, all Intellectual Property necessary for the Project without any known material conflict with the rights of others.

(J) Plan of Development and Financing. The statements made by Garney Holding Company in the Plan of Development and Financing are an expression of Garney Holding Company's good faith intentions to the manner in which Garney Holding Company intended to proceed to develop and finance the Project in order to reach the Financial Closing Date.

(K) Compliance with Applicable Law Generally. The Project Company is in compliance in all material respects with Applicable Law pertaining to the Project Company's business and services.

(L) No Public Utility Regulation. The Project Company is not and will not by reason of this Water Transmission and Purchase Agreement or otherwise be a “retail public utility” within the meaning of Chapter 13 of the Texas Water Code, and is not and will not be subject to the jurisdiction over utility rates of the TCEQ or Public Utility Commission of Texas.

(M) Practicability of Performance. Subject to, and in accordance with, the terms of this Water Transmission and Purchase Agreement, the Project Company assumes the risk of the practicability and possibility of performance of the Project and the Contract Obligations on the scale, within the time for completion, and in the manner required hereunder, and agrees that sufficient consideration for the assumption of such risk is included in the Monthly Water Purchase Payments.

(N) No Restricted Persons. Neither Abengoa, Garney—Holding Company, EPCOR Services Inc., RI-VR Holdings, LLC, nor any of their Affiliates is a Restricted Person.
(O) **Project Company Related Loans.** The Project Company-Related Loans constitute the only loans entered into or debt incurred by the Project Company as of the Conforming Contract Amendment Date.

(P) **No Events of Default.** No Project Company Event of Default exists under this Water Transmission and Purchase Agreement nor has any event occurred which, with the giving of notice or passage of time, would constitute a Project Company Event of Default under this Water Transmission and Purchase Agreement, except that no representation is made with respect to the use of funds under the Bridge Loan Agreement.

(Q) **Project Company Ownership.** Abengoa owns indirectly 20% of the Shares of the Project Company and Garney P3 LLC owns 80% of the Shares of the Project Company. Garney P3 LLC is wholly owned by Garney Holding Company.
Required Operating Period Insurance. The Project Company has obtained and submitted to SAWS endorsements and certificates of insurance for all Required Insurance specified in Section 7.2 (Insurance During the Operating Period) of Appendix 7 (Insurance Requirements); and

Final Electronic Operation and Maintenance Manuals. The Project Company has delivered to SAWS the final Electronic Operation and Maintenance Manual, including a complete electronic operation and maintenance manual for the Project Company Storage Tank acceptable to SAWS acting reasonably.

Warranties. The Project Company has made all equipment manufacturer’s equipment warranties available on-site.

Cathodic Protection Tests. The Project Company has delivered to SAWS the cathodic protection system testing results in reports signed by the Cathodic Protection Engineer.

Notice and Report of Acceptance. When the Project Company believes that it has achieved Acceptance, it shall deliver to SAWS and the SAWS Engineer a notice thereof (the “Notice of Acceptance”). The Notice of Acceptance shall contain a report in a form acceptable to SAWS, and with sufficient detail to enable SAWS to determine that Acceptance has been achieved. The date upon which the Notice of Acceptance is delivered to SAWS and the SAWS Engineer shall be the “Notice of Acceptance Date.”

Achievement of Acceptance. SAWS and the SAWS Engineer shall, within 30 days following receipt of the Notice of Acceptance, inspect the Project and all Construction Work and either (a) deliver a certificate to the Project Company certifying that the requirements under clauses (1) through (10) of Section 8.5(A) (Conditions) have been satisfied, or (b) notify the Project Company in writing that Acceptance has not been achieved, stating in detail the reasons therefor. In the event that Acceptance has not been achieved, the Project Company shall promptly take such action to perform such Construction Work to effect compliance with Acceptance, and shall issue to SAWS and the SAWS Engineer another Notice of Acceptance pursuant to Section 8.5(B) (Notice and Report of Acceptance). Such procedure shall be repeated as necessary until Acceptance has been achieved. Any expense incurred by SAWS in any such repeated inspections and reviews shall promptly be reimbursed by the Project Company as a Direct Payment.

SECTION 8.6. ACHIEVEMENT OF ACCEPTANCE AND COMMERCIAL OPERATION DATE.

Acceptance. The Project Company shall achieve Acceptance by the Commercial Operation Longstop Date.

Commercial Operation Longstop Date Defined. The “Commercial Operation Longstop Date” is April 10, 2021, as such Commercial Operation Longstop Date may be extended as provided in Section 8.6(C) (Extension for Uncontrollable Circumstances).

Extension for Uncontrollable Circumstances. If an Uncontrollable Circumstance occurs between the Financial Closing Date and the Commercial Operation Longstop Date, the Commercial Operation Longstop Date shall be extended for such time as is reasonable in the circumstances to take account of the effect of the Uncontrollable Circumstance on any matter in the Project Schedule affected by the Uncontrollable Circumstance, but in no event later than October 2, 2022 (except that if the Uncontrollable
Circumstance is a SAWS Fault, the Commercial Operation Longstop Date shall be so extended without limit).

(D) **Commercial Operation Date.** The "Commercial Operation Date" shall be the date by which the Notice of Acceptance is delivered to SAWS, if, subsequent to such delivery, SAWS delivers a certificate to the Project Company certifying, in response to such Notice of Acceptance, that the Acceptance Conditions have been satisfied.

**SECTION 8.7. FAILURE TO ACHIEVE THE COMMERCIAL OPERATION DATE BY THE COMMERCIAL OPERATION LONGSTOP DATE.**

In the event the Project Company fails to achieve the Commercial Operation Date by the Commercial Operation Longstop Date (as extended pursuant to Section 8.6(C) (Extension for Uncontrollable Circumstances), a Project Company Event of Default shall be deemed to have occurred and SAWS, subject to the terms of the Creditors’ Remedies Agreement, may pursue all remedies available under Article 19 (Remedies of the Parties), Article 20 (Project Company Events of Default) and Article 22 (Termination).

**SECTION 8.8. FINAL COMPLETION.**

(A) **Requirements.** "Final Completion" shall occur when all of the following conditions have been satisfied:

1. **Acceptance.** The Project Company has achieved Acceptance in accordance with Section 8.5 (Acceptance);

2. **Construction Work Completed.** All Construction Work (including all items on the Punch List) and all clean up and removal of construction materials and demolition debris is complete and in all respects is in compliance with this Water Transmission and Purchase Agreement;

3. **Equipment Warranties and Manuals.** The Project Company shall have delivered to SAWS, copies of the warranties of equipment and fixtures constituting a part of the Project received from the equipment suppliers, together with copies of all related operating manuals supplied by the equipment suppliers;

4. **Record Drawings.** The Project Company has delivered to SAWS a final and complete set of as-built construction record drawings, prepared in accordance with Attachment 4B (SAWS Drawing Requirements) of Appendix 4 (Design and Construction Review Procedures, Commissioning and Substantial Completion), and signed and sealed by a Texas registered professional engineer;

5. **Acquisition of All Project Real Property.** The Project Company has acquired all Project Real Property required for the Project and has delivered to SAWS copies of all easements and Project Site Conveyance Instruments acquired by the Water Supply Corporation or the Project Company or otherwise necessary in connection with the Project, together with copies of all title insurance policies with respect thereto, and all eminent domain proceedings have resulted in a recorded judgment granting the applicable Project Real Property interest; and

6. **Claims Statement.** The Project Company has delivered to SAWS a claims statement setting forth in detail all claims known to it of every kind whatsoever of the Project Company connected with, or arising out of, the
executed the Water Transportation Agreement with the Water Supply Corporation; and that on or before the Financial Closing Date the Water Supply Corporation has executed the Design Build Contract with the Design Build Contractor; and that following the Financial Closing Date the Water Supply Corporation will execute the Operating Service Agreement with the Operating Service Provider as provided in Section 13.1(f) (Operating Service Provider). The Project Company shall have the right to contract and conduct business with the Water Supply Corporation as contemplated hereby.

(B) Water Supply Corporation Related Covenants. The Project Company:

1. Covenants that neither the Project Company, nor Garney Holding Company-RI-VR Holdings, LLC or any of their respective Affiliates shall (a) take or cause to be taken, or (b) to the extent they have legal authority, permit or suffer to be taken, any action (including actions in connection with or related to the creation of the Water Supply Corporation, the appointment of its members, or entering into or performing their obligations under any agreement with the Water Supply Corporation) the effect of which, individually or as a whole, would cause the Water Supply Corporation to lose its status as a not-for-profit corporation under Applicable Law, or to lose its authority under Applicable Law to perform any of its obligations that are material to the Project, the Real Property Conveyance Agreement, or this Water Transmission and Purchase Agreement;

2. Shall cause the Water Supply Corporation to perform all of the obligations to be performed by the Water Supply Corporation under any agreement entered into by the Water Supply Corporation with any party; and

3. Unconditionally and absolutely guarantees to SAWS the performance of all of the obligations of the Water Supply Corporation under its formation documents or under any agreement entered into by the Water Supply Corporation with any party that are material to the Project, the Real Property Conveyance Agreement, or this Water Transmission and Purchase Agreement.

(C) Severance and Continued Effect. The Project Company acknowledges and agrees that the use of the Water Supply Corporation is not essential to the ability of the Project Company to perform the Contract Obligations, and that the Project can be accomplished and the Contract Obligations can be performed without the use of the Water Supply Corporation. If, at any time during the Term, the Water Supply Corporation for any reason (including reasons related to its status or powers as a not-for-profit corporation or a water supply corporation) is determined in any Legal Proceeding not to have the authority under Applicable Law to enter into or perform its obligations or exercise its intended powers under any agreement related to the Project:

1. No such determination shall affect the Project Company’s sole and complete responsibility for the performance of all of the obligations that the Project Company intended to be performed by the Water Supply Corporation, including specifically the Project Company’s ownership of all of the Project Real Property and obligation to acquire and hold Project Real Property and to assign and convey such Project Real Property to SAWS upon the expiration hereof or upon the termination of this Water Transmission and Purchase Agreement following SAWS exercise of its right to purchase the Project Assets hereunder, all as provided in Article 3 (Term) and Article 4 (Development and Financing Period) and otherwise in the Project Real Property Conveyance Agreement; and
ARTICLE 24
ASSIGNMENT AND CHANGE IN CONTROL

SECTION 24.1. LIMITATION ON ASSIGNMENT BY PROJECT COMPANY.

The Project Company shall not assign, transfer or otherwise dispose of any interest in this Water Transmission and Purchase Agreement or a Project Contract except:

(1) As security (in accordance with the Creditors’ Remedies Agreement or otherwise substantially in a form approved by SAWS, acting reasonably) for any loan made to the Project Company under the Senior Debt Financing Agreements;

(2) In connection with the exercise of rights of the Senior Debt Creditors under the Creditors’ Remedies Agreement; or

(3) Otherwise:
   (a) prior to the day that is two years after the Commercial Operation Date (the “Transfer Restriction Date”), with the prior written consent of SAWS, which may be given or withheld in SAWS’ discretion; and
   (b) after the Transfer Restriction Date, with the prior written consent of SAWS, which will not be unreasonably withheld or delayed;

provided that in the case of an assignment under Sections 24.1(2) or (3), the assignee assumes all the obligations of the Project Company under this Water Transmission and Purchase Agreement. Any purported assignment of this Water Transmission and Purchase Agreement in violation of this Section is void.

SECTION 24.2. LIMITATIONS ON CHANGE IN CONTROL.

(A) Change in Control Defined. For purposes of this Water Transmission and Purchase Agreement “Change in Control” means with respect to a person (other than SAWS) any direct or indirect change in the ownership or control of any legal, beneficial or equitable interest in any or all of the shares, Shares or equity in the person (including the control over the exercise of voting rights conferred on equity share capital, unit interests or the control over the right to appoint or remove directors, a general partner, a managing member or other managers), including changes arising from assignment or transfer of existing shares, Shares or equity, issuance of new shares, Shares or equity or amalgamation, merger consolidation, amendment of a limited liability company certificate or other reorganization, or any other direct or indirect change which results in a person or group of persons, other than the equity holders of the entity immediately prior to the change, directly or indirectly:

(1) Controlling the composition of the majority of the board of trustees of the entity or of a general partner or manager of the entity;

(2) Controlling the decisions made by or on behalf of the person, including by controlling the voting power of the board of trustees or by controlling the voting power of any class of shareholders or equity holders of any of the entity, a general partner of the entity or a manager of the entity or otherwise;
(3) Holding equity (either beneficially or otherwise) of that entity with a subscribed value (taking into account contributions to be made in the case of a limited liability company) of more than one half of the subscribed value (taking into account contributions to be made in the case of a limited liability company) or equity (either beneficially or otherwise) of that entity with more than one half of the voting rights; or

(4) Having the ability to direct or cause the direction of the management, actions or policies of the entity.

(B) Limitations. No Change in Control of the Project Company shall be permitted (whether by the Project Company or otherwise) to occur except:

(1) In connection with the exercise of rights of the Senior Debt Creditors under the Creditors’ Remedies Agreement;

(2) Arising from any bona fide open market transaction in any shares or other securities of the Project Company or any Affiliate of a Shareholder effected on a recognized public stock exchange;

(3) Any assignment, sale or transfer of any direct or indirect legal, beneficial or equitable interest in any Shares of the Project Company (or of any person who directly or indirectly owns, holds, or equity in the Project Company) to Abengoa or any of its Affiliates (to the extent such interest was held by Abengoa Water USA as of the Conforming Contract Amendment Date), or Garney Holding Company or any of its Affiliates; or

(4) Otherwise:

(a) prior to the Transfer Restriction Date, with the prior written consent of SAWS, which may be given or withheld in SAWS’ discretion; and

(b) after the Transfer Restriction Date, with the prior written consent of SAWS, which will not be unreasonably withheld or delayed.

In determining whether to give its consent to any Change in Control under Section 24.2(B)(4)(b), the Section 24.2(B)(3)(b), SAWS shall take into consideration the following factors: (1) the financial strength and integrity of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (2) the backgrounds and reputations of the proposed transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors, and employers and each of their respective Affiliates (including the absence of criminal, civil, or regulatory claims or actions against any such person and the quality of any such person’s past or present performance on the other projects); (3) compliance with SAWS’ conflict of interest requirements; and (4) the ability of the Project Company to meet its obligations under this Water Transmission and Purchase Agreement after the transfer.

SECTION 24.3. FACTORS SAWS MAY CONSIDER.

In determining whether to provide its consent under Sections 24.1(3)(b) or 24.2(B)(4)(b), and without limiting SAWS’ consent rights thereunder, it will be reasonable for SAWS to refuse its consent if:

Sixth Seventh Amendment, April 8, 2020
(1) The proposed assignee or the new party in control of the Project Company, as the case may be, or any of their Affiliates, is a Restricted Person;

(2) The proposed assignee or the new party in control of the Project Company, as the case may be, is, in the reasonable opinion of SAWS, less creditworthy than the assignor; or

(3) The assignment or Change in Control could, in the reasonable opinion of SAWS, have a material and adverse effect on SAWS or the Project.

SECTION 24.4. LIMITATION ON ASSIGNMENT BY SAWS.

SAWS shall not assign, transfer or otherwise dispose of any interest in this Water Transmission and Purchase Agreement (except to another Governmental Body to which all or substantially all of the revenues, assets and liabilities constituting the SAWS municipal utility water enterprise are transferred), without the prior written consent of the Project Company, which may be given or withheld in the Project Company's reasonable discretion. This covenant shall not be construed to restrict the exercise by SAWS of its rights under Section 26.5 (Opportunities).

SECTION 24.5. COSTS OF REQUEST FOR CONSENT.

(A) General. If the Project Company requests consent to an assignment, transfer or disposition pursuant to Section 24.1 (Limitation on Assignment by Project Company) or to a Change in Control pursuant to Section 24.2 (Limitations on Change in Control), the Project Company shall pay SAWS' reasonable internal administrative and personnel costs and all out-of-pocket costs in connection with considering any such request. At the time of the request the Project Company shall make a payment to SAWS against its obligation under this Section of $50,000 (Index Linked). After the decision of SAWS is rendered, SAWS will either refund any over payment or invoice the Project Company for any additional amounts due under this Section.

(B) Multiple Requests. The obligations of the Project Company under subsection (A) of this Section shall apply to the requested Garney Change-in-Control, the Ridgewood Change-in-Control and to any subsequent Change-in-Control.

SECTION 24.6. GARNEY CHANGE IN CONTROL.

(A) Garney Change-in-Control Defined. For purposes of this Water Transmission and Purchase Agreement, “Garney Change-in-Control” means the purchase by Garney P3 LLC from Abengoa Water USA LLC of 80% of the membership interests in the Project Company pursuant to Section 1.1 of the Garney Membership Interest Purchase Agreement.

(B) Delivery of Related Documents. In addition to the documents set forth in Section 4.1(A) (Documents Delivered Prior to the Conforming Contract Amendment Date), the parties acknowledge that the following documents were delivered to SAWS on or before the Conforming Contract Amendment Date:

(1) The executed Project Real Property Conveyance Agreement;

(2) Delivery of mutual certification between Abengoa Water USA and Garney P3 LLC that the conditions to the closing of the Garney Change-in-
(3) Opinions of qualified Spanish or United States legal counsel, as applicable, concerning the validity and enforceability regarding entry and performance of their applicable duties and obligations thereunder of the respective parties to the transaction documents executed in connection with the Garney Membership Interest and Purchase Agreement.

(C) SAWS Consent to Garney Change-in-Control. SAWS hereby consents, pursuant to its rights under Section 24.2 (Limitations in Change-in-Control), to the Garney Change-in-Control. Nothing in the Garney Membership Interest and Purchase Agreement shall be construed to amend, modify or change any term or condition of this Water Transmission and Purchase Agreement, affect SAWS’ right hereunder, or create any SAWS obligation thereunder or hereunder, nor shall SAWS’ review of or comment on the Garney Membership Interest and Purchase Agreement or consent to the Garney Change-in-Control be construed to constitute an approval of or consent by SAWS to any of the transactions related to the Garney Change-in-Control that are described in or anticipated by the Garney Membership Interest and Purchase Agreement.

(D) Further Change-in-Control Requirements following the Conforming Contract Amendment Date. On and after the Conforming Contract Amendment Date, Section 24.2 (Limitations in Change-in-Control) shall continue to apply to any subsequent Change-in-Control. In addition, any assignment, sale or transfer that results in Garney Holding Company owning less than a majority of any direct or indirect legal, beneficial or equitable interest in any Shares of the Project Company shall be deemed to constitute a Change-in-Control for all purposes hereof.

SECTION 24.7. RIDGEWOOD CHANGE IN CONTROL.

(A) Ridgewood Change in Control Defined. For purposes of this Water Transmission and Purchase Agreement, “Ridgewood Change in Control” means the purchase by RI-VR Holdings, LLC from Garney P3 LLC of 51% of the membership interests in the Project Company pursuant to Section 1(b) of the Ridgewood Membership Interest Purchase Agreement.

(B) Project Company Ownership Prior to Ridgewood Change in Control. The Project Company represents and warrants that, prior to the Ridgewood Change in Control: Abengoa owned indirectly 20% of the Shares of the Project Company; EPCOR Services Inc. owned 5% of the Shares of the Project Company; Garney P3 LLC owned 51% of the Shares of the Project Company; and RI-VR Holdings, LLC owned 24% of the Shares of the Project Company.

(C) Effect of Ridgewood Change in Control on Project Company Ownership. The Project Company further represents and warrants that, immediately after consummation of the Ridgewood Change in Control: Abengoa owns indirectly 20% of the Shares of the Project Company; EPCOR Services Inc. owns 5% of the Shares of the Project Company; and RI-VR Holdings, LLC owns 75% of the Shares of the Project Company.

(D) Delivery of Related Documents. The parties acknowledge that the following documents were delivered to SAWS on or before the Seventh Contract Amendment Date:

Sixth/Seventh Amendment, April 8, 2020

3466100.1-038521-CTR 3466100.10-038521 CTR
(1) Executed second amendment to the Project Real Property Conveyance Agreement entered into concurrently with the Seventh Contract Amendment;

(2) Executed first amendment to the Standby Deed of Trust entered into concurrently with the Seventh Contract Amendment, a copy of which has been provided to and approved by the Project Company;

(3) Executed first amendment to the Groundwater Supply Agreement entered into concurrently with the Seventh Contract Amendment;

(4) Certification from each of the parties to the Ridgewood Membership Interest Purchase Agreement that the conditions to the closing of the Ridgewood Change in Control, as described in the Ridgewood Membership Interest Purchase Agreement, have been fully satisfied or waived by the applicable party;

(5) Opinions of legal counsel for each of the parties to the Ridgewood Membership Interest Purchase Agreement concerning the validity and enforceability of the Ridgewood Membership Interest Purchase Agreement, the performance by the parties of their respective obligations thereunder, and the transaction documents executed in connection therewith;

(6) Except for the resignation letters of the Project Company managers appointed by Garney, all documents listed on the Ridgewood Membership Interest Purchase Agreement closing checklist that have not been waived, copies of which have been provided to SAWS on or prior to the Seventh Contract Amendment Date; and

(7) Representation letter signed by the Project Company and RI-VR Holdings, LLC confirming that the documents and other written materials provided to SAWS in response to SAWS’ due diligence requests made in connection with the Ridgewood Change in Control were true and correct in all material respects when provided, and remain true and correct in all material respects as of the Seventh Amendment Contract Date, and did not and do not contain any untrue statement of material fact or omitted any material fact necessary to make the information contained therein not materially misleading in light of the circumstances under which such information was provided.

(F) SAWS Consent to Ridgewood Change in Control. SAWS hereby consents, pursuant to its rights under Section 24.2 [Limitations in Change in Control], to the Ridgewood Change in Control. Nothing in the Ridgewood Membership Interest Purchase Agreement shall be construed to amend, modify or change any term or condition of this Water Transmission and Purchase Agreement, affect SAWS’ right hereunder, or create any SAWS obligation hereunder or hereunder, nor shall SAWS’ review of or comment on the Ridgewood Membership Interest Purchase Agreement or consent to the Ridgewood Change in Control be construed to constitute an approval of or consent by SAWS to any of the transactions related to the Ridgewood Change in Control that are described in or anticipated by the Ridgewood Membership Interest Purchase Agreement.

(F) Further Change in Control Requirements following the Seventh Contract Amendment Date. On and after the Seventh Contract Amendment Date, Section 24.2 [Limitations on Change in Control] shall continue to apply to any subsequent Change in Control. The parties acknowledge and agree that any change in ownership or management of RI-VR Holdings, LLC that occurs subsequent to the Seventh Contract Amendment Date which
may result, directly or indirectly, in a Change in Control of the Project Company shall be
determined based on changes in the ownership or management of RI-VR Holdings, LLC as
described in the letter of representation delivered to SAWS pursuant to item (7) of subsection
24.7(D) (Delivery of Related Documents) that occur following the Seventh Contract Amendment
Date. In addition, any assignment, sale or transfer that results in RI-VR Holdings, LLC owning
less than a majority of any direct or indirect legal, beneficial or equitable interest in any Shares
of the Project Company shall be deemed to constitute a Change in Control for all purposes
hereof.
(C) **Project Company Notice Address.** Notices required to be given to the Project Company shall be addressed as follows:

- **Garney P3 Vista Ridge LLC**
  - 1333 NW Vivion Road
  - Kansas City, MO 64118
- **c/o Ridgewood Infrastructure, LLC**
  - 14 Philips Parkway
  - Montvale, NJ 07645
  - Attention: President Maria Haggerty
  - Fax No.: (816) 278-5945
  - Telephone: 201-447-9000
  - Email: mheidmann@garney mhaggerty@ridgewood.com

  with a copy to:

- **White & Case LLP**
  - 1221 Avenue of the Americas
  - New York, NY 10020
- **Husch Blackwell LLP**
  - 4801 Main Street, Suite 1000
  - Kansas City, MO 64112
  - Attention: Charles G. Renner Dolly Mirchandani
  - Fax No.: (816) 983-8080
  - Telephone: 212-819-8672
  - Email: charles.renner@huschblackwell dolly.mirchandani@whitecase.com

**SECTION 26.18. NOTICE OF LITIGATION.**

In the event the Project Company or SAWS receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Project, the party receiving such notice or undertaking such defense or prosecution shall give the other party timely notice of such proceedings and shall inform the other party in advance of all hearings regarding such proceedings. For purposes of this Section only, “timely notice” shall be deemed given if the receiving party has a reasonable opportunity to provide objections or comments or to proffer to assume the defense or prosecution of the matter in question, given the deadlines for response established by the relevant rules of procedure.

**SECTION 26.19. FURTHER ASSURANCES.**

The parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to this Water Transmission and Purchase Agreement or for the purpose of establishing compliance with the representations, warranties and obligations of this Water Transmission and Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]
APPENDIX 14

PROJECT COMPANY AND
PROJECT CONTRACTORS INFORMATION

14.1. PURPOSE

14.1.1 Purpose. The purpose of this Appendix is to identify: (1) the Project Company’s formation and other relevant entity-related information; (2) those Project Contractors that SAWS has approved for use by the Project Company in performing the Contract Services; and (3) the key management and supervisory personnel proposed to be used by the Project Company in performing the Construction Work.

14.2. PROJECT COMPANY INFORMATION

14.2.1 Project Company Information. Project Company represents and warrants that the following information regarding Project Company is true and complete as of the Contract Date:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Vista Ridge LLC (formerly known as Abengoa Vista Ridge, LLC)</td>
</tr>
<tr>
<td>2</td>
<td>Date of Formation:</td>
<td>September 15, 2014</td>
</tr>
<tr>
<td>3</td>
<td>State of Formation:</td>
<td>Delaware</td>
</tr>
<tr>
<td>4</td>
<td>Registration/File Number:</td>
<td>5603-0960</td>
</tr>
<tr>
<td>5</td>
<td>Managers:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Scott Parrish</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Michael Albrecht</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Matt Foster</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Mark Janai</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Bill Williams</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Ross Posner</td>
<td>Garney Construction, 34 East 51st Street, 9th Floor, New York, NY 100221333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Mike Gardner</td>
<td>Garney Construction, 1333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
<tr>
<td></td>
<td>Jeff Lacy</td>
<td>Garney Construction, 1333 NW Vivion Road, Kansas City, MO 64118</td>
</tr>
</tbody>
</table>
14.3. PROJECT CONTRACTORS

14.3.1 Project Contractors Generally. As provided in Article 13 (Contracting and Labor Practices) of this Water Transmission and Purchase Agreement, the Project Contractors shall be used by the Project Company in connection with the performance of the Contract Services. At any time during the Construction Period or the Operating Period, as applicable, the Project Company may request SAWS to update the list of approved Project Contractors. SAWS will review any suggested changes to such list in accordance with the provisions of Article 13 (Contracting and Labor Practices) of this Water Transmission and Purchase Agreement. SAWS will have the right at any time to review and revise the then-current list of approved Project Contractors consistent with Article 13 (Contracting and Labor Practices) of this Water Transmission and Purchase Agreement.

14.3.2 Approved Project Contractors. The Project Contractors that SAWS has approved as of the Contract Date, and the Project Company is permitted to engage for the roles set forth below, are the following:

<table>
<thead>
<tr>
<th>Project Contractor</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Garney Companies, Inc.</td>
<td>Design-Build Contractor</td>
</tr>
<tr>
<td>2. The Operating Service Provider will be identified in the manner set forth in subsection 13.1(F) of the WTPA.</td>
<td>Operating Service Provider</td>
</tr>
<tr>
<td>3. Central Texas Regional Water Supply Corporation</td>
<td>Water Supply Corporation</td>
</tr>
</tbody>
</table>

14.4. KEY INDIVIDUALS

14.4.1 Generally. As referenced in subsection 13.1(C) (Use of Project Contractors, Subcontractors and Key Individuals) of this Water Transmission and Purchase Agreement, certain key management and supervisory personnel will be used by the Project Company in connection with the performance of the Construction Work and the Operating Work (the “Key Individuals”). The Project Company shall provide SAWS with written notice in advance of the selection of (and any change in) the Key Individuals holding the positions listed in the table below, subject to review and approval (such approval not to be unreasonably withheld or delayed) of SAWS in accordance with subsection 13.1(C) (Use of Project Contractors, Subcontractors and Key Individuals) of this Water Transmission and Purchase Agreement. Resumes for the Key Individuals are included in Attachment 14A (Key Individuals Resumes) of this Appendix and establish the general level of qualifications for the role identified. At a minimum, all Key Individuals shall meet the registration, licensing, and certification requirements of Section 5.6(C) (Registration, Licensing and Certification Requirements) of this Water Transmission and Purchase Agreement. Further, the Chief Operator shall meet the registration, licensing, and certification requirements of Section 9.2(A) (Project Company’s Chief Operator) of this Water Transmission and Purchase Agreement, and
all key operations staff shall meet the minimum qualification requirements of Section 9.3 (Staffing and Personnel) of this Water Transmission and Purchase Agreement and Appendix 6 (Operating and Maintenance Standards) of this Water Transmission and Purchase Agreement.

14.4.2 Key Individuals. The Key Prior to the Ridgewood Change in Control, Prior to the Ridgewood Change in Control, the Key Individuals and the positions that the Project Company intended them to hold are as follows:

<table>
<thead>
<tr>
<th>Project Company</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Company Party</strong></td>
</tr>
<tr>
<td>1. Project Company</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
</tr>
</tbody>
</table>

**Project Subcontractors**

<table>
<thead>
<tr>
<th>Project Company Party</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Company Party</strong></td>
</tr>
<tr>
<td>2. BlueWater Systems, LP</td>
</tr>
<tr>
<td>3. CP&amp;Y</td>
</tr>
<tr>
<td>4. R.W. Harden &amp; Associates</td>
</tr>
<tr>
<td>5. Garney Companies</td>
</tr>
</tbody>
</table>

14.4.3 Key Individuals Following the Ridgewood Change in Control. Following the Ridgewood Change in Control, the Key Individuals and the positions that the Project Company intends them to hold are as set forth below. Resumes for these Key Individuals are included in Attachment 14A (Key Individuals Resumes) of this Appendix and establish the general level of qualifications for the role identified.
### Project Company

<table>
<thead>
<tr>
<th>Project Company Party</th>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Company Representative/Principal In Charge</td>
<td>Mark Janay</td>
</tr>
<tr>
<td>2.</td>
<td>Project Company Representative/Principal In Charge</td>
<td>Michael Albrecht</td>
</tr>
<tr>
<td>3.</td>
<td>EPCOR USA</td>
<td>Stefan Schuster</td>
</tr>
</tbody>
</table>

14.5. SPECIFIED PERSONNEL

14.5.1 Additional Specified Personnel. The Project Company shall provide SAWS with written notice in advance of the selection of or any change in the personnel positions listed in the table below (“Specified Personnel”). SAWS shall deliver written notice to the Project Company promptly (but in no event later than 14 days from receipt of such notice) describing any reasonable concerns regarding the qualifications of individuals proposed to hold such positions (or to replace the current Specified Personnel). Within seven days of the delivery of SAWS’ notice, the parties shall meet to resolve SAWS’ concerns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
### Position | Name
---|---
1. **Construction Operations Manager** – Facilities | Marcus Grace, John Lulewicz
2. **Construction Finance Manager** – Pipe | Jason Jansen, Rebekah Pool
3. Construction Superintendent
4. All Operations Supervisors
5. Chief of Security
6. Safety Supervisor – Pipe | Dan Stanton
7. Safety Supervisor – Facilities | Jamie Blystone

14.5.2 **Unnamed Specified Personnel** as of the Contract Date. To the extent not identified prior to the Financial Closing Date, within 60 days after the Financial Closing Date, the Project Company shall provide the names of the individuals proposed to hold the positions set forth in subsection 14.5.1 (Additional Specified Personnel) of this Appendix and shall provide resumes for each such individual. SAWS shall have the same approval rights set forth in subsection 14.5.1 of this Appendix for a change in Specified Personnel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
SCOTT FARRISH
PRINCIPAL-IN-CHARGE

PROFESSIONAL SUMMARY
Scott oversees AVR’s Central and Western Region pipe operations. He is responsible for strategic direction, coordination of resources, work procurement, profits and collaboration between all AVR Profit Centers.

Education
Art Institute of Dallas
Applied Science
May 1986

Affiliations & Certifications
- OSHA Competent Person
- OSHA 10 Hour Trained
- Confined Space Safety Trained
- First Aid and CPR Trained

References
- Ridge Kaiser
- E.W. Harden & Associates
  Ph: (512) 346-2579
- Ross M. Cummings
  BlueWater Systems
  Ph: (512) 455-7100
- Rusty Gibson
  Prenez & Nichols Engineering
  Ph: (817) 739-97

RELEVANT EXPERIENCE
NORTH TEXAS MUNICIPAL WATER DISTRICT – Wylie, Texas
Lake Texoma Dam to Wylie – WTP Pipeline (CMAR) $281.4 M
CMAR project for the installation of 253,500 LF of 36", 42", 48", and 60" waterline and 100 MG balancing reservoir, 200 MG blending facility, ground storage tanks, seeding, biogas and methane fed systems.

Lake Texoma Water Supply – East Pipeline $174 M
Installation of 50,600 LF of 60" AWWA C80 concrete pipe. Also included three 84" tunnels and an impressed current cathodic protection system.

MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 – Midland, Texas
T-35 Well Field Development & Upgrade Project (Design-Build) $97.1 M
Installation of 60 miles of 6" steel and 8" PVC transmission main, and 25 miles of 10" PVC well field piping. The project consists of 205,000 LF of 20" C80 waterline, 105,250 LF of 36" C80 waterline, and 150,000 LF of 6" to 8" PVC pipe. The project includes rock excavation, auger boxes and several manholes.

TARRANT REGIONAL WATER DISTRICT / CITY OF DALLAS – Fort Worth, Texas
Section 15-1 of the Integrated Pipeline Project $92.9 M
Installation of 62,010 LF of 168" waterline via open cut and tunneling, valves, connections, construction of the Richland Chamber Interconnection Facility, various roadway improvements and site improvements.

CITY OF CORPUS CHRISTI – Corpus Christi, Texas
Mary Rhodes Pipeline Phase II $86.2 M
Section A includes 73,000 LF of 54" Class 150 bar-wrapped pipe and 1,900 LF of HDD 48" Class 200 steel pipe. Section B includes 75,000 LF of 54" Class 150 bar-wrapped pipe. Section C included 67,000 LF of 54" Class 150 bar-wrapped pipe. 1,700 LF of HDD 48" Class 200 steel pipeline and 6 MG ground storage tank.

Seventh Amendment, [____], 2020

Mark Janay, Operating Partner
Water-focused

Mark Janay, Operating Partner
is a water industry executive with 20+
years of experience. He has had leadership and delivery responsibility relating to engineering, design, construction.
and maintenance across areas including drinking water, wastewater, water treatment, desalination, industrial applications, groundwater, storm water, water quality, water rights. Prior to joining Ridgewood, Mark was a water-focused Vice President of Tetra Tech, a leading EPC firm. Previously, he was an executive of San Jose Water, a publicly traded water utility, during which time he served as President of a wholly owned, non-regulated subsidiary, Vice President of Regulated Utility Subsidiary, as well as Director, Corporate Development and Engineering Services. Prior to that, he was Vice President of CH2M and an Associate Engineer of RMT Inc., leading water-focused EPC work. He has his M.S. in Environmental Engineering and B.S. in Civil Engineering. He is a licensed professional engineer and a Risk Assessment Methodology for Water (“RAM-W”) certificate holder.

Ridgewood Infrastructure (2018 – Present)

Prior Employment History (and last position held):
- Tetra Tech, 2016-2018, Vice President
- San Jose Water Company (Regulated Utility of SJW Corp), 2006-2016, President – Texas Water Alliance, Ltd.
- CH2M, 2000-2006, Vice President
- RMT, Inc., 1994-1998, Associate Engineer

Education:
University of Massachusetts, Amherst, M.S.
University of Texas at Austin, Cockrell School of Engineering, B.S.

Professional Designations and Licenses:
Professional Engineer - Texas (No. 124170) and California (No. C65107)
Sandia Laboratories Risk Assessment Methodology for Water (RAM-W) training
CH2M HILL Project Delivery System and Client Service Manager Training
Executive Finance and Accounting Program, Wharton School at the University of Pennsylvania
Michael L. Albrecht
Managing Partner
(Member of Investment Committee)

Michael Albrecht, Managing Partner, has significant infrastructure investing experience, most recently serving as Global Head of Infrastructure & Real Assets for Allstate Investments. Prior to this, Michael was Direct Investments Head of Allstate's Global Infrastructure & Real Asset private equity investment business. He was also the sole representative of the Private Asset Group on the Allstate Investments’ risk management credit committee. Prior to joining Allstate, Michael was a Senior Acquisitions Officer in JPMorgan Asset Management’s Infrastructure Investments Private Equity Fund, where he had increasing responsibility and was involved in ~$1.5 billion of equity investments in new acquisitions. Mr. Albrecht served on portfolio company boards, worked with management teams to refine strategy and drive operational execution, worked as an interim portfolio company executive for a water utility, executed financings, completed corporate development activities, and hired executives to augment management teams. Earlier, he was an Analyst at Altrinsic Global Advisors LLC, a $5+ billion equity asset manager, where he focused on investing globally across the infrastructure sector. Michael began his career at RBC Dain Rauscher and Citigroup, in private wealth management and equity research, respectively. Michael received an MBA from Cornell University and a Bachelor of Business Administration from Stockton University, where he graduated magna cum laude, where he serves on the University’s Foundation Board of Directors and is Chairman of the Foundation’s Investment Committee. Michael is also a CFA® charterholder.

Ridgewood Infrastructure (2014 – Present)

Prior Employment History (and last position held):
- Allstate Investments, 2012-2014, Acting Global Head of Infrastructure and Real Assets
- JPMorgan Investment Management, 2007-2012, Senior Acquisitions Officer
- Citigroup, 2000-2003, Research Associate – Consumer
- RBC Dain Rauscher, 1997-1999, Private Wealth Management

Education:
Cornell University, MBA with emphasis in Business
Stockton University, B.S. with emphasis in Finance

Professional Designations and Licenses:
CFA® charterholder
AVR

BILL WILLIAMS
OPERATIONS MANAGER

Career Summary
Employed by AVR since: 2010
Employed in industry since: 1990

Education
University of Southern Colorado
B.S. in Civil Engineering
Technology, Cum Laude
May 1991

Affiliations & Certifications
- OSHA 10-Hour Trained
- FMI Project Manager Skills
- College
- SII Construction Schedules

PROFESSIONAL SUMMARY
Bill brings over two decades of experience in the municipal water industry managing large complicated and unique projects that include open cut, bored, CIPP lining, and pump stations throughout the western United States. As Operations Manager, Bill is responsible for complete oversight of AVR’s Western Region including project acquisition, staffing, safety, scheduling, procurement, subcontractor management, and client satisfaction.

References
Jackie Chambers
Colorado Springs Utilities
Ph: (719) 688-2890

Dennis Auge
MWH (Formerly with Colorado Springs Utilities)
Ph: (719) 492-8200

PROFESSIONAL SUMMARY

RELEVANT EXPERIENCE

COLORADO SPRINGS UTILITIES – Colorado Springs, Colorado

Southern Delivery System Program $111.5 M
The $841 million Southern Delivery System Program was one of the biggest water projects in Colorado consisting of 50 miles of pipelines, three pump stations and a water treatment plant. It delivers water from the Pueblo Reservoir to Colorado Springs, Fountain Valley, and Pueblo West. Installed 22 miles of pipeline ranging in size from 24” to 66” over a two-year period starting in 2010. The majority of the project was throughout busy streets requiring multiple Colorado Springs requiring extensive traffic control and multiple bores.

Homestake South Pipeline Replacement (C/M/GC) $10.0 M
Installation of 1,200 LF of slip lining and 3,200 LF of open cut replacement of 66” carbon steel pipeline.

Pikeview to Mesa Raw Water Pipeline (Design-Build) $8.8 M
Installation of 12,500 LF of 36” HDPE waterline to deliver 10 MGD, and 2,000 LF of 12” PVC potable waterline.

South Catamount Reservoir Transfer Pipeline Replacement $2.4 M
Installation of 2,650 LF of 36” HDPE pipe across the reservoir using the float and sink method. Two ARVs were installed, as well as one air break manhole, 800 LF of 30” PVC into reservoir via open cut, and 1,000 LF of 32” steel waterline via open cut.

Pipe Valley Pipeline Improvements $1.1 M
Included the rehabilitation of three PRV vaults and replacement of distressed portions of the pipe, reconditioning the 70 MGD PRVs, design of a new 2 MGD bypass PRV system capable of reducing head from 350 psi to atmospheric, replacement of vault piping, design of new concrete pipe supports for the 30” PRVs to withstand vibration, and design and installation of a removable covers to facilitate equipment maintenance.

Post-Fire Mitigation for Stanley Canyon Road and Pipeline (Design-Build) $6.8 M
Repairs to the Pine Valley and Northfield Pipelines, restoration of Forest Road 303 access road, modifications to drainage conveyance crossings, construction of flood control and conveyance along West Monument Creek, and mitigation and defensive measures to protect roadway and pipeline infrastructure.
Little Mesa Tank Replacement Project (Design-Build) $5.0 M
Includes the design and replacement of the existing Little Mesa Tank with a 5 MG wire-wound prestressed aboveground concrete D110 Type II tank.

Tesla EDS Structure Phase 2 & Stanley Canyon Tunnel Inspection & Repairs (Design-Build) $3.5 M
Inspect and make minor repairs to Stanley Canyon Tunnel, installing operational pressure control valves in the EDS facility, and develop 60% design documents for any necessary major tunnel repairs.

Twin Rock 68 MGD Pump Station, Phases 1 and 2 $552 K
Installation of 72" steel exterior intake piping, 67" steel discharge piping, 6" fire line, and associated appurtenances for the pump station. This project included four 2,000 HP pumps with VFD’s.

CITY OF GREELEY, CO – Greeley, Colorado
Bellvue Transmission Pipeline Northern Segment - Phase 1 $22.1 M
Installation of 26,677 LF of 60" treated steel water pipeline, as well as installation of a flow meter, appropriate air vacs and blow-offs, and extensive dewatering due to very heavy ground water.

CLIMAX MOLYBDENUM COMPANY – Climax, Colorado
Mill Water Return and PDWTP Pipeline Project $10.9 M
Included the installation of 3,468 LF of 30" welded steel pipe, 7,230 LF of 36" welded steel pipe, and 8,072 LF of 24" welded steel pipe and was located in the mountains of Colorado on an elevation of 10,000 feet.

CITY OF EL PASO, TX – El Paso, Texas
Aircraft Tanks No. 2 and 3 $10.5 M
Installation of 11,000 LF of 20" to 36" water line, two 2 MG storage tanks, 20,000 SY of drainage channel and rip-rap, tie-in connections, pavement installation and all associated appurtenances.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT – Fort Collins, Colorado
Pleasant Valley Pipeline Replacement $10.3 M
Furnish & install 102,600 LF of 67" welded steel pipe which included one crossing of the Poudre River, a complete turnout structure, BFV’s, manifold assemblies, AR/AV assemblies, and 90 LF of 78" bored casing.

BASIN ELECTRIC – Blackfoot, Doctors, Dall Topknot
AVS Raw Water Pipeline Replacement $10.0 M
Installation of 47,000 LF of 60" steel pipe, 810 LF of 54" bored casing, manholes, connections, and all associated appurtenances.

PUBLIC SERVICE COMPANY OF NEW MEXICO – Waterflow, New Mexico
42" Ductile Iron Waterline – River Pump Station to SGR’s line $6.4 M
Installation of 25,027 LF of 42" ductile iron waterline running from the River Pump Station to the San Juan Generating Station’s Lake and connects to an existing pipeline at the pump station. There were two jack and bore operations, including bores underneath Hwy 64 and CR 6700, and an open cut crossing of CR 6800.

CITY OF CAÑON CITY, CO – Cañon City, Colorado
Cañon City Tank and Pipeline $4.8 M
Installation of a 5.0 MGD pre-stressed tank, pump station, and yard piping.
MATT FOSTER
VICE PRESIDENT OF PIPE

Contact Information
Phone: (816) 746-7219
Email: m foster@gamey.com

Career Summary
Employed by AVR since: 1993
Employed in industry since: 1993

Education
Kansas State University
B.S. in Construction Science and Management
May 1993

Affiliations & Certifications
• NUCA Member
• OSHA Competent Person
• OSHA 10-Hour Trained
• Confined Space Safety Trained
• First Aid and CPR Trained

PROFESSIONAL SUMMARY
Matt has responsibility for the organization and management of AVR’s pipe operations in the Western United States. He estimates, negotiates, and manages operations for multiple projects throughout this area. These projects include large diameter water and sewer pipelines in varying ground conditions and levels of difficulty. He is also responsible for material approval and procurement, scheduling and tracking performance, and coordination and communication between his project team members. Matt is a tremendous team builder and pays close attention to safety, quality, and customer satisfaction. He was appointed Senior Project Manager in 2000 and Vice President in 2009.

References
Tom Roode
Denver Water
Ph: (303) 628-7033
E: (303) 951-0613

Daniel Rice, P.E.
Providance Infrastructure
Midland County FWSD No. 1
Ph: (303) 923-3521
E: (432) 697-1447

RELEVANT EXPERIENCE

NORTH TEXAS MUNICIPAL WATER DISTRICT – Wylie, Texas
Lake Texoma Outfall to Wylie Water Pipeline (MAR)
CMAR project for the installation of a 253.5-mile steel and 64” steel waterline, 240 MG balancing reservoir, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems. $281.4 M

MIDLAND COUNTY FRESH WATER DISTRICT NO. 1 – Midland, Texas
T-Bar Well Field Development & Delivery Project (Design-Build)
Installation of 60 miles of 48” steel and C303 water transmission main, and 25 miles of PVC well field piping. The pipe sections consist of 205,500 LF of 48” steel waterline, 105,250 LF of 48” C303 waterline, and 130,000 LF of 6” to 36” PVC pipe. The project includes rock excavation, auger bores and several manholes. $97.1 M

T-Extension Project (Design-Build)
Installation of 24,000 LF of 48” C303 and L301 water transmission main, 57,000 LF of 12” C900 and 16” C905 PVC water distribution line, three hand tunnels, two auger bores, five horizontal directional drills, 5 MG elevated water storage tank, chlorination injection facility, flow control valve structure, and two hot taps. $22.9 M

TARRANT REGIONAL WATER DISTRICT / CITY OF DALLAS – Fort Worth, Texas
Section 15-1 of the Integrated Pipeline Project
Installation of 82,010 LF of 108” waterline via open cut and tunneling, valves, connections, construction of the Richland Chamber Interconnection Facility, various roadway improvements and site improvements. $92.9 M

Section 14-1 of the Integrated Pipeline Project
Installation of 78,641 LF of 108” mortar-lined steel waterline, manholes, air release valves, blow-off valves, and 1,961 LF of 130” to 168” hand tunneling for a tunnel crossing of Interstate 35E, a railroad, and existing high pressure gas lines. $48.1 M
CITY OF AURORA – Aurora, Colorado
Prairie Waters Project North Campus BPI1 $52.2 M
20 MGD facility that included 18 recovery wells, five miles of 60" steel pipeline.
Prairie Waters Project Conveyance System Pipeline $31.1 M
Installation of 56,745 LF of 60" mortar-lined steel pipe with more than 6,000 LF located in a right-of-way.
Challenges included creek, railroad, and highway crossings, dewatering, and two 72” hand mined tunnels.
Peabody Road 24” Waterline $3.9 M
Installation of 21,027 LF of 24" PVC and 4,843 LF of 12" PVC sanitary force main.
Gun Club 42” Waterline $2.5 M
Installation of 8,000 LF of 42” steel waterline completely within a busy road right-of-way.

CITY OF ABILENE – Breckenridge, Texas
PK Second Stage Drought Strategy – Transmission System (CMAR) $38.1 M
Installation of 143,000 LF of 12" SDR-21 PVC RO concentrate pipeline, 82,000 LF of 36" C-53 bar-wrapped pipe,
55 each 14" HDDs totaling 13,720 and a 3,374 LF 36" HDD under Hubbs Creek Reservoir, 16 auger bores totaling 1,870 LF, rock trenching, outfall structure, tie-ins, pressure regulating valve vault structure, flow meter
vault structure, replacing 6,000 LF RCCP, and surge modifications to existing RCCP lines.

COLORADO SPRINGS UTILITIES – Colorado Springs, Colorado
Southern Delivery System Raw Water Pipeline Segment S2 $26.9 M
Installation of 33,865 LF of 66" steel pipe with 355 LF across crossing by tunneling.
Southern Delivery System Raw Water Pipeline Segment 4A East-West $26.3 M
Installation of 40,000 LF of 66" cement-mortared and 12,000 LF polyurethane-coated spiral weld steel pipe.
Southern Delivery System Raw Water Pipeline Segment STA Central (Design-Build) $21.2 M
Installation of 5,207 LF of tunnel for 66” raw water carrier pipe under a major state highway, two railroad
tracks, a creek, and near environmentally-sensitive areas, and 2,106 LF of open cut 66” steel pipe.
Southern Delivery System Raw Water Pipeline Segment N2B $11.5 M
Installation of 3,350 LF of 66” welded steel raw waterline, 150 LF of trenchless crossing of Hwy 94, 170 LF of
open trenchless crossing, installation, 36,750 LF of fiber optic conduit, surface grading and restoration, connections
to other segments, and cathodic protection system.
Pueblo Dam Connection Line & South West Connection & RPSSI $10.0 M
Extension of 1,560 LF of 90” welded steel pipeline to the Bureau of Reclamation future interconnection point,
55 LF of 36” welded steel pipeline that wyes off the PDC15 pipeline, two 24” reducers, 30 LF of 24” pipeline,
meter vault, and 24” meter. The River Pump Station Suction Side Improvements (RPSSI) includes 290 LF of 36”
 pipeline, two flow balancing valves and valves, connection to existing 24” line, and new manifold.
Southern Delivery System Finished Water Pipelines Segment PWI $4.0 M
Installation of 3,700 LF of parallel 42” and 54” steel waterlines, extensive traffic control, and dewatering.
South Catamount Reservoir Transfer Pipeline Replacement (Design-Build) $2.4 M
Installation of 36" HDPE pipe across reservoir (float/sink), two ARVs, air break manhole, and 30” PVC outlet.

CHEYENNE BOARD OF PUBLIC UTILITIES – Cheyenne, Wyoming
Southern Water Transmission Main, Phase II $21.2 M
Installation of 38,000 LF of 42” steel waterline, 23,075 LF of 12” to 18” PVC waterline, connections to existing
pipeline, hand tunneling, bored steel casing, and pavement removal and replacement.
AVR

MIKE GARDNER
VICE PRESIDENT OF PLANT

Career Summary
Employed by AVR since: 2004
Employed in industry since: 1988

Education
Kansas State University
B.S. in Construction Science

Affiliations & Certifications
• First Aid & CPR
• NCCER Master Trainer
• Certified Erosion & Sediment
• Control Inspector
• ABC Member
• Texas WEAT Member

PROFESSIONAL SUMMARY
Mike has served as Field Engineer, Project Engineer, Mechanical Superintendent, General Superintendent, Construction Manager, Estimator, Project Manager, and Area Manager. Mike has more than 25 years of experience in constructing water and wastewater treatment facilities, including projects with various types of delivery methods, including CMAR and design-build. His major responsibilities include contract negotiations and personnel management. Mike is responsible for overseeing all plant projects in Texas and the central region.

References
Michael Orth
Black & Veatch
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Hanley Barker
Beaver Water District
Ph: (913) 898-5826
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RELEVANT EXPERIENCE
NORTH TEXAS MUNICIPAL WATER DISTRICT – Wylie, Texas
Lake Texoma Outfall to Wylie WTP Pipeline (CMAR) $281.4 M
Installation of 206,000 LF of 48" to 72" HDPE pipe, 47,500 LF of 84" steel waterline, 240 MG balancing reservoir, ground storage tanks, metering, blending, and chemical systems.

Trinity River Main Stem Raw Water Pump Station & Pipeline (CMAR) $98.0 M
Installation of a 120 MGD pumping station, structures to diversion pump station hydraulics and conveyance pump station, and associated raw water pipeline.

High Service Pump Station 2-2 and 4-3 Mechanical Improvements $4.9 M
Improvements to mechanical and structural components with two high service pump stations at a potable water treatment plant, all construction related to electrical advancements, and cathodic protection in the plant yard. Construction included carbon fiber repairs on sections of 24” to 36” steel piping, replacement of check valves, several butterfly valves, steel pipe couplings, internal joint seals on 30” and 36” steel pump discharge piping, and paint removal and recoating of piping and ferrous surfaces with the pump stations.

CITY OF CORPUS CHRISTI – Edna, Texas
Mary Rhodes Pipeline Phase II $84.7 M
Installation of 215,000 LF of open cut 54” Class 150 bar-wrapped pipeline, 3,600 LF of horizontal directional drilled 48” Class 200 steel pipeline, and a 6 MG D110 Type III pre-stressed concrete buried storage tank.

WATER DISTRICT NO. 1 OF JOHNSON COUNTY – Kansas City, Kansas
Facility 3 (Phase Y) Water Treatment Plant $74.1 M
This new 10 MGD (expandable to 30 MGD) plant included two aerators, basin flow splitter, primary basin, final basin, residuals control building, operations building with membrane filters, below ground cast-in-place treated water storage reservoir, chlorine contact basin, high service pumping station, surge control facilities, chemical storage and feed facilities, electrical, instrumentation and controls, mechanical work, and site work.

Seventh Amendment, [____], 2020

A14-14

3427701.5 038521 CTR
AVR

Refurbishment of Filter Gallery Piping and Valves $268 K
Demolition of influent, effluent, backwash, drain piping and valves at six filters, and replacement with new piping. After installation, all existing and new piping was coated.

CITY OF ST. JOSEPH – St. Joseph, Missouri
Ammonia Removal Improvements and Biosolids Dryer $50.3 M
Industrial aeration basin, DA feed pump wet well, filtrate equalization basin, grit removal and screening building, meter vault, biosolids dryer building, industrial final clarifier, aeration basins, primary effluent diversion splitter box and meter vault, and intermediate pump station.

Disinfection Facilities and Effluent Pump Station $18.2 M
Addition of a new UV disinfection facility and effluent pump station to an existing 54 MGD wastewater treatment plant. Included excavations reaching 30’ deep, extensive sheet piling, micropiling, 260 H-pile beams driven into bedrock, concrete foundation with 3,000 CY of concrete, treatment equipment including submerged bulb racks, concrete wet well, and three new 36” discharge pumps.

Eastside Sewer Phase 4 – Candy Creek Gravity Sewer, Pump Station & Force Main $8.7 M
Construction of a new 3 MGD pump station with five 300 HP centrifugal progressive cavity pumps, equalization basin, HVAC, electrical, yard piping, 12,380 LF of 36” and 32” Hobas sanitary sewer, 13,460 LF of 16” PVC sanitary force main, directional drilling, sheet piling, bypass pumping and auger boring.

Digester No. 1 Cover Replacement $963 K
Removal and replacement of 88’ diameter fixed cover, removal of three mixers, installation of four new external draft tube mixers along with piping, electrical instrumentation and controls, and rehabilitation and repair of concrete digester wall and bridge truss.

CITY OF MIDWEST CITY – Midwest City, Oklahoma
Pollution Control Facility Improvements $47.7 M
This 10.2 MGD facility uses the first moving bed biofilm reactor (MBBR) approved for wastewater treatment in Oklahoma. The work to be performed under this contract consists of constructing a new headworks building, MBBR basins, process building, UV building, biosolids pumping complex, and concrete flow diversion structures. The project also includes the renovation of several process structures such as primary and secondary clarifiers, primary sludge pump station, four digesters, de-chlorination basin, main control building, chlorine building, and secondary digester pumping complex.

CITY OF LAWRENCE – Lawrence, Kansas
Wakanska Wastewater Treatment Plant & Conveyance Corridor $45.2 M
New 14 MGD wastewater treatment facility with headworks facility, BNR flow splitter box, two BNR basins, flow splitter box, two 95’ clarifiers, final sludge pumping station, chemical storage and feed building, UV flow meter structure, UV disinfection building, 5 MG peak flow storage basin, solids thickening facility, liquid sludge application, combined pumping station, plant-wide control system, electrical service, and interceptor sewer lines.

TARRANT REGIONAL WATER DISTRICT – Fort Worth, Texas
Eagle Mountain Connection Pipeline, Contract B $43.5 M
Installation of 47,400 LF of 78” and 84” mortar-lined, polyurethane-coated steel pipe and construction of several large underground cast-in-place concrete structures and two above ground electrical buildings.

Seventh Amendment, [____], 2020

A14-15

3427701.5 038521 CTR
AVR

SCOTT SETTER
COMMISSIONING MANAGER

PROFESSIONAL SUMMARY
Scott has extensive experience in the construction industry with a strong background in industrial facilities. He has held many positions within the electrical field from journeyman, foreman, superintendent, estimator, and project manager. Scott’s roles have included developing and maintaining field installation crews, complete project management duties, close coordination with electrical and instrumentation contractors, owners and engineers. Scott has been thoroughly trained in estimating by Accubid and BHS Estimating systems and has completed multiple construction management programs. He has taught 8–10 week classes covering electrical control systems ranging from basic electric control equipment, to motor control centers, HRV, and VFDs, and PLC based control systems.

References
Tom Crowley
Carollo Engineers
Ph: (913) 663-1788

Stanley Barker
Water District No. 1 of Johnson County
Ph: (913) 895-5826

RELEVANT EXPERIENCE

NORTH TEXAS MUNICIPAL WATER DISTRICT – Plano, Texas
Lake Texoma Outfall to Wylie WTP, Plano, CMAR $281.4 M
CMAR project for the installation of 253,500 ft of 96” and 64” steel waterline, 240 MG balancing reservoir, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

Trinity River Main Stem Pump Station & Pipeline (CMAR) $29.3 M
CMAR project that included intake, pump station with horizontal split case pumps, 87,000 LF of 72” raw water pipeline, upgrades to existing pumping facilities with vertical turbine pumps, micro-tunnel to the Trinity River with a screen intake, pressurized raw water conveyance, pump station, intake structure, electrical, SCADA, and communications infrastructure.

WATER DISTRICT No. 1 OF JOHNSON COUNTY – Kansas City, Kansas
Wolcott Water Treatment Plant $74.1 M
10 MGD (ultimate capacity 30 MGD) plant included two aerators, basin flow splitter, primary basin, final basin, residuals control building, operations building with membrane filters, below ground cast-in-place treated water storage reservoir, chlorine contact basin, high service pumping station, surge control facilities, chemical storage and feed facilities, electrical, instrumentation and controls, mechanical work, and site work.

CITY OF ST. JOSEPH – St. Joseph, Missouri
Ammonia Removal Improvements and Biosolids Dryer $51.3 M
Industrial aeration basin, DAF feed pump wet well, filtrate equalization basin, grit removal and screening building, meter vault, biosolids dryer building, industrial final clarifier, aeration basins, primary effluent diversion splitter box and meter vault, and intermediate pump station.
COLORADO RIVER MUNICIPAL WATER DISTRICT – Big Spring, Texas
Ward County Water Supply Expansion Project Pump Stations (CMAR) $28.9 M
Development and construction of pump station and ground storage tank project that included construction of a 50 MGD pump station with a 2 MG concrete storage tank, 25 MGD well field transfer pump station between the well fields and the proposed pump station with a 2 MG concrete storage tank, 25 MGD booster pump station with site piping, and installation of a 4 MGD skid mounted pump station enclosed in a metal building, placement of a concrete slab, tying into existing piping, and electrical work.

CITY OF MIDLOTHIAN – Midlothian, Texas
Water Treatment Plant No. 2 Phase II (CMAR) $18.1 M
Construction of a new 9 MGD plant, including a sedimentation basin, chemical building, recycle pump station, three sludge lagoons, raw water control building, administration building, with membrane process equipment, admin offices, laboratory, meeting space and shop, electrical, instrumentation and controls, mechanical work, site work, and a raw water pipeline that will tie into 12" and 90" TRW’s raw water line.

SAN ANTONIO WATER SYSTEM – Elmendorf, Texas
Water Resources Integration Program, Twin Oaks Pump Station Phase 1 $13.4 M
Construction of a high service pump station with three 15 MGD vertical turbine pumps at 1,250 HP each, 2,110 LF of 78” to 48” steel mortar-lined waterline, 540 LF of 6” sanitary PVC gravity pipe, 340 LF of small diameter process stainless steel pipe, 500 LF of 48” process return pipe, concrete foundations and pads, underground and above ground sump and discharge piping, control equipment building, and electrical and controls systems.

GULF COAST WATER AUTHORITY – Dickinson, Texas
Industrial Reservoir Improvement Project $10.8 M
Demolition of two existing reservoir intake structures, Bleeder Structure on the intake channel, existing reservoir outlet structures, and associated electrical demolition.

ENABLE MIDSTREAM PARTNERS – Bixby, Oklahoma
Bradley Gas Plant $5.2 M
This project included 24 various sized foundations requiring 14,500 CY of excavation and backfill complicated by the close proximity of the structures. These structures included the forming of 58,231 SF and the placement of 4,300 CY of structural concrete. To facilitate future equipment and piping packages, 2,400 various sized anchor bolts (all the largest being 3” x 62” long) were cast-in-place. These structures will support equipment and piping for processing raw material to a finished propane product.

RURAL WATER DISTRICT NO. 3 OF DOUGLAS COUNTY – Berryton, Kansas
Big Springs Water Treatment Facility Expansion $2.4 M
Demolition of the existing floor, installation of all structural footings, pipe, and other underground equipment, installation of treatment equipment including pressure filter system by Pureflow Filtration and softening membrane system by Haro R/O Systems, interior and exterior piping, chemical feed systems and equipment, control vaults, and site grading.

CITY OF LAWRENCE – Lawrence, Kansas
WTP Electrical/Mechanical Modifications Project $1.2 M
Electrical gear modifications and mechanical modifications to the low service pump station at the Kaw WTP. Electrical gear modifications and mechanical piping replacements are also being done at Clinton WTP.
MARCUS GRACE
PROJECT MANAGER - PLANT

Career Summary
Employed by Garney since: 2008
Employed in industry since: 1985

Education
Colorado State University
B.S. in Civil Engineering
Technology

Affiliations & Certifications
- OSHA 30-Hour Trained
- Certified Erosion & Sediment
  Control Supervisor
- Surveyor in Training State of
  New Hampshire No. 281
- Oklahoma Class D Waterworks
  Operator
- Associate DBIA Professional
- Nebraska WEF Member

PROFESSIONAL SUMMARY
Marcus has served as Field Engineer, Project Engineer, Estimator,
Assistant Project Manager, and Project Manager, and now Senior
Project Manager. Marcus has extensive experience in constructing
water and wastewater treatment facilities. His industry expertise
includes various project delivery methods, including CMAR and
design-build, contract negotiations, personnel management, and
managing Primavera scheduling software.

References
Jade Dundas
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Nick Lester
Freeze & Nichols
City of Grand Island, NE
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RELEVANT EXPERIENCE

CROSS COUNTY WATER SUPPLY DISTRICT – Caldwell, Texas
Cross County 33" Transmission Line & High Service Pump Station (Design-Build) $42.5 M
Installation of 283,000 LF of 30" HDPE pipe, 200 gpm, pre-stressed concrete ground storage tank, high service
pump station with two 150 HP and two 75 HP vertical turbine pumps with variable frequency drives, an
electrical building, chemically treated water, and a sodium hypochlorite system.

Cross County High Service Pump Station $6.2 M
Included a 1 MGD, 100 Type III pre-stressed concrete aboveground storage tank, high service pump station,
electrical building, chemically treated water, chemical additive, sodium hypochlorite system, electrical,
instrumentation, SCADA control, cooling tower, and network including site clearing, site paving and grading, yard piping,
site electrical, fencing, and erosion control. Pump station included two 150 HP vertical turbine pumps with
VFDs and two 75 HP vertical turbine pumps.

COLORADO RIVER MUNICIPAL WATER DISTRICT – Big Spring, Texas
Ward County Water Supply Expansion Project Pump Station $28.6 M
Construction of 30 MGD pump station with a 250 gpm, 1000 HP concrete storage tank, 25 MGD wet well transfer pump
station with a 2 MG concrete storage tank, 25 MGD booster pump station with site piping, and installation of a
4 MGD skid mounted pump station enclosed in a metal building, placing a concrete slab, tying into existing
piping, and electrical work.

CITY OF WICHITA – Wichita, Kansas
Mid-Continent Water Quality Reclamation Facility $23.3 M
Installation of owner-procured Zenon submerged membrane filtration equipment, fine screening, activated
sludge basins with aeration and mixing, chemical feed systems, UV disinfection, and various pumping
systems.
Cowskin Creek Pump Station & Force Main Modifications $4.1 M
New ductile iron piping headers, flow meter vaults, moving existing pumps, and new electrical controls and HVAC at the existing Cowskin Creek Pump Station. Installation of 10,000 LF of 18” and 24” C-905 PVC, eight air relief assemblies, 980 LF directional drill under an airport runway, two auger bores under Cowskin Creek, 5,600 LF of electrical duct bank, and associated manholes.

CITY OF GRAND ISLAND – Grand Island, Nebraska
Wastewater Treatment Plant Healthworks Improvements $16.9 M
New 13 MGD raw wastewater pump station facility with six submersible pumps, raw masonry building to house the screening equipment, influent meter vault to house valves and magnetic flow meters for two 30” force mains, grit facility, grit de-watering, electrical room, meter vault, manhole, flow meter, flow distribution structure to distribute effluent from the new grit basins to the primary clarifiers, and bypass to the mixed liquor pump station/aeration basins, odor control systems, engine generator, demonet of existing Parshall flumes, sampler building and aerated grit basins, abandoning plant interceptors and yard piping, site work, piping, electrical, plant control system, and utility improvements.

CLAREMORE PUBLIC WORKS AUTHORITY – Claremore, Oklahoma
Claremore Wastewater Treatment Plant $15.9 M
Construction of new facilities including a 75” aerated sludge tank, 38’ secondary sludge gravity thickener, 20’ thicken sludge blend tank, 16’ primary sludge gravity thickener, six 14’ x 98’ aeration basins, 95’ secondary clarifier, final clarifier splitter box, re-lift and RAS/WAS pumps, recirculation pump station, blower and solids facility with a new belt filter press, polymer system, belt conveyors, headworks with screens, vortex grit removal units, grit pumping and wash bay, and new 350 kW standby generator system.

SAN ANTONIO WATER SYSTEM – San Antonio, Texas
Water Resources Integration Program: Type IV Station Phase 1 $13.4 M
Construction of three high service valve test turbine pump stations at 1,250 HP, 15 MGD each, 2,110 LF of 78”, 60” and 48” steel mortar, 1,137 LF of 6” sanitary PVC gravity pipe, 340 LF of small diameter process stainless steel pipe, 500 LF of 48” process steel pipe, concrete foundations and pads, underground and above ground suction and discharge piping, electrical equipment building, installation of equipment including pumps and fabricated surge tanks, electrical, and controls systems.

DSP Southeast Tank and Pump Station Project $10.7 M
Installation of four 2,330 MGD pumps and three 1,67 MGD pumps, including motors, yard piping, piping connections to existing pipelines, valves, flow meters, concrete slabs, and all appurtenances, as well as a 3.5 MG D110 Type III pre-stressed concrete aboveground storage tank.

CITY OF LINCOLN – Ashland, Nebraska
Lincoln Water System: Horizontal Collector Well house 14-1 $1.9 M
Includes the construction of a horizontal collector well pump house (HCW 14-1), which is located in the Island and East Well fields on a caisson constructed by others. The pump house contains three vertical diffusion vanes pumping units – one unit in each is equipped with an adjustable frequency drive, associated piping, valves, motor control center, instrumentation and HVAC. HCW 14-1 is a stand-alone structure with a stair tower and suspended walkway.

Ozone Chemical Feed Systems Modifications $1.36 K
Modifications to the ozone system for safe purging of the ozone feed trains while the rest of the system remained in use, with installation of stainless steel pipe and valves and oxygen cleaning of the system.
JASON JANSEN
CONSTRUCTION MANAGER

PROFESSIONAL SUMMARY
Prior to joining Garney, Jason worked extensively in the field focusing on utility infrastructure including water, storm, and sanitary sewers. Jason currently works alongside our traveling pipe crews. His daily activities include coordinating with owners and engineers, projecting contract costs, procuring materials, ascertaining quotes, scheduling subcontractors, monitoring progress of work, maintaining strong lines of communication with the project superintendent to ensure quality, and serving as a liaison between Garney and property owners.

References
Don Randell                David Lopesort
City of Round Rock        Canyon Regional Water Authority
Ph: (512) 299-5354         Ph: (830) 699-00

Lance Webb, P.E.          Jeff Payne, P.E.
City of Mesa              Freese & Nichols, Inc.
Ph: (480) 644-7399         Ph: (214) 298-6255

RELEVANT EXPERIENCE
NORTH TEXAS MUNICIPAL WATER PROJECT – Lake Tawakoni, Texas
Lake Texoma Outfall to Wylie WTP Pipeline (MAR) $281.4 M
CMAR project for the installation of 253,500 LF of 96” and 72” steel waterline, 240 MG balancing reservoir with HDPE membrane liner install, 280” MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

Lake Tawakoni Water Supply - Exit Pipeline (Contract 7) $17.4 M
Installation of 50,000 LF of 60” AWWA C303F precast concrete cylinder pipe, 38” diameter tunnels totaling over 500 LF, and an impressed current cathodic protection system. This pipeline also contains multiple air release and vent pipes, access manholes consistently seen on this type of work. Additional challenges included several creek crossings requiring rip-rap and gabion stabilization as well as approximately 10,000 CY of embankment fill-backfill.

Lake Texoma Outfall to Wylie WTP Pipeline - Segment D $15.2 M
This project includes the construction of 206,000 LF of 96” steel pipe, 47,500 miles of 84” steel pipe, 240 MG balancing reservoir, and a multitude of ground storage tanks, metering, blending, and chemical feed systems to allow the treatment plant to accept and blend the water directly from the source.

Trinity River Main Stem Pump Station & Raw Water Pipeline $6.8 M
CMAR project that includes an intake, pump station with horizontal split case pumps, 87,000 LF of 72” raw water pipeline, upgrades to existing pumping facilities with vertical turbine pumps, micro-tunnel to the Trinity River with T-screen intake, access road, bank stabilization, weir box structure, electrical, SCADA, and communications infrastructure.
CROSS COUNTY WATER SUPPLY CORPORATION – Caldwell, Texas
Cross County 30’ Transmission Line & High Service Pump Station (Design-Build) $42.5 M
Installation of 283,000 LF of 30’ C-303 pipe, a pre-stressed concrete ground storage tank, high service pump station, electrical building, chemical steel arch structure, sodium hypochlorite system, and electrical.

CITY OF LUBBOCK – Lubbock, Texas
Lake Alan Henry Water Supply Transmission Pipeline, Contract C $16.6 M
Installation 80,514 LF of 48” bar wrapped concrete cylinder waterline, six 8” blowoff assemblies, 20 combination air release assemblies, one 48” gate valve, 50 LF of concrete encasement, and other miscellaneous appurtenances. There were five hand tunnels totaling 506 LF of 66” ID steel casing and another 91 LF of open cut 66” ID casing.

CITY OF MESA – Mesa, Arizona
Val Vista Water Transmission Main – Phase 3 (CMAR) $15.7 M
Garney will self-perform the 48” water transmission main and the surge tank installation.
Val Vista Water Transmission Main – Phase 2 (CMAR) $15.7 M
Installation of 2.9 miles of mainline C303 piping, including 14,566 LF of 60”, 75 LF of 48”, and 452 LF of 42” pipe, three tunnels totaling 325 LF, as well as associated appurtenances consisting of access manways, air releases, dewatering structures, and cathodic protection stations.
Val Vista Water Transmission Main – Phase 1 (CMAR) $14.0 M
Installation of 230 LF of 72” C303 through liner plate 5,350 LF of 72” and 60” C303 open cut.

CANYON REGIONAL WATER AUTHORITY – New Braunfels, Texas
Wells Ranch 30’ Water Transmission Line $12.6 M
Installation of 85,000 LF of 24” and 30” C303 pipe and several bores totaling 2,486 LF.

JACKSONVILLE ELECTRIC AUTHORITY – Jacksonville, Florida
Kerran Boulevard Improvement $9.3 M
Installation of 13,632 LF of 24” and 17,700 LF of 30” ductile iron waterline and HDPE directional drills.
Nocatee Force Main $4.1 M
Installation of 10,000 LF of 36” HDPE and 6,500 LF of 36” PVC pipe with 6,000 LF installed through wetlands, which involved restrictions on right-of-way access and disturbance due to condition / sensitivity of the area.

CITY OF ROUND ROCK – Round Rock, Texas
Raw Water Delivery System $8.3 M
Installation of 17,424 LF of 48” and 54” tape-coated, mortar-lined welded steel raw water line.

CITY OF BARTLESVILLE – Bartlesville, Oklahoma
Raw Water Transmission Line / Distilled Water Transmission Line $5.0 M
This project consisted of the installation of approximately 19,600 LF of 42” prestressed concrete cylinder pipe (PCCP), 10,000 LF of 36” PCCP, and 4,000 LF of 30” PCCP through heavily wooded regions and included many vertical deflections due to varying elevations, as well as all necessary valves and appurtenances. It also entailed the installation of approximately 2,000 LF of 4” sanitary force main, two separate open cut road crossings, six separate creek crossings, and 50 LF of 54” hand tunnel.
DAN STANTON
SAFETY MANAGER - PIPE

Career Summary
Employed by Garney since: 2007
Employed in industry since: 1996

Education
NW Missouri State University
B.S. in Education

Affiliations & Certifications
- First Aid/CPR/AED Certified
- First Aid/CPR/AED Instructor's card
- Confined Space Competent
- Excavation Training
- OSHA 10-Hour Trained
- OSHA 30-Hour Trained
- OSHA 10 Trainer
- ASSE Construction Safety
  - Level I
  - ASSE Construction Safety
  - Level II

PROFESSIONAL SUMMARY
Dan has 20 years of experience in the construction industry ranging from laborer to site safety coordinator. He has experience operating heavy equipment and has past experience in the geotechnical field for materials testing. He started his Garney career as a Site Quality Control representative and has since moved onto becoming a site safety coordinator as well as an OSHA 10 trainer. He is currently studying to take his CHST Certification in Construction Safety.

References
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Carlos Dominguez
Lockton Companies
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RELEVANT EXPERIENCE

METRO WASTEWATER RECLAMATION DISTRICT – Brighton, Colorado
PAR 1088 Northern Treatment Plant (Design) $98.9 M
Construction of a 24 MGD WWTP including two odor control facilities with biofilters, chemical storage facility, headworks building, tertiary clarifier structure, two primary clarifiers with 1.8 MG capacity, a primary pump station, bioreactor with four basins at 2.85 MG each, aeration blower building, four secondary clarifiers with 1.52 MG capacity, a RAS/WAS pump station, tertiary pump station, four tertiary flocculation sedimentation basins at 1.8 KG each, tertiary filters, UV disinfection building, PRW/FFS pump station, effluent meter well, two gravity thickening basins at 0.42 MG each, gravity thickening pump station, WAS thickening, a 0.67 MG digester and two 1.96 MG digesters, dewatering building, centrifuge handling, coagulation facility, and outfall structure.

CITY OF AURORA – Aurora, Colorado
Prairie Waters North Campus Facilities, BPTI $52.2 M
Installation of 18 recovery wells and five miles of 60” steel pipeline to deliver the pretreated raw water to Pumping Station No. 1. The project required the installation of more than 100,000 LF of pipeline ranging in size from 8” to 60”, a three-mile-long by 50’ deep slurry wall that is 6,632,256 SF, and the excavation and off-site disposal of more than 600,000 CY of granular soils.

TARRANT REGIONAL WATER DISTRICT / CITY OF DALLAS – Fort Worth, Texas
Section 14-1 of the Integrated Pipeline Project $48.1 M
Installation of 78,641 LF of 108” mortar-lined steel waterline, manholes, air release valves, blow-off valves, and 1,961 LF of 130” to 168” hand tunneling for a tunnelled crossing of Interstate 35E, a railroad, and existing high pressure gas lines.
Vista Ridge Regional Supply Project

Appendix 14

Water Transmission and Purchase Agreement

Project Company and Project Contractors Information

LOWER FONTAINE METROPOLITAN SEWAGE DISPOSAL DISTRICT – Fountain, Colorado
Harold D. Thompson Water Reclamation Facility

Included construction of a headworks building, aeration and digester structures, two clarifiers, blower building structure, pumping and disinfection structure, administration building, and maintenance facility. The project also included the installation of all treatment equipment, site utility piping to convey process waters, process pipe, valves, pumps and ancillary process materials.

CLIMAX MOLYBDENUM COMPANY – Climax, Colorado
Mill Water Return and PDWTP Pipeline Project

Included the installation of 3,468 LF of 30” welded steel pipe, 7,230 LF of 24” welded steel pipe, and 8,072 LF of 24” welded steel pipe and was located in the mountains of Colorado at an elevation of 10,000 feet.

FREEPORT-MCMORAN – Empire, Colorado
Urad Mine Flood Bypass Project at Lower Woods Creek

Included the rebuilding of existing disposal cells and addition of new geomembrane liner, installation of bypass piping consisting of 1,416 LF of 54” HDPE, 1,196 LF of 18” HDPE, open channels for wetlands creation, and a spillway to carry the water down the face of an existing dam into the Lower Urad Reservoir.

NEWFIELD EXPLORATION COMPANY – Muylo, Colorado
Newfield – Relupa Injection

Installation of a ROSS treatment facility for a 20,000 GPD water system. The major equipment scope of supply includes Multiflo chemical softening, ceramic membrane ultrafiltration, de-aeration, hazardous sludge dewatering and waste disposal, chemical dosing and storage tanks, one new 12,000 square foot building, electrical, and all associated systems. The concrete and metal building were constructed in extreme winter conditions.

UNION PACIFIC RAILROAD – Silver City, New Mexico
East and West Industrial Water Treatment Plant Facilities

This project included the construction of two new 0.25 MGD industrial wastewater (stormwater) treatment facilities including headworks, settling, oil/water separation, and dissolved air flotation separation (DAFT) solids removal treatment systems for Union Pacific Railroad Company’s Strauss Fueling Facility, Block Swap Yard and Locomotive Facility Project.

CITY OF LOVELAND – Loveland, Colorado
Loveland 4 MG Water Storage Tank

This project included the construction of a 4 MG potable water concrete D115 internal post-tensioned buried storage tank and related facilities including excavation and backfill, site civil improvements, overflow and drain piping, water mains, site restoration, and all appurtenances associated with the mains and tank.

CITY OF HOBBY – Hobbs, New Mexico
Effluent Reuse Phase II Booster Pump Station Improvements

This project included the construction of an effluent reuse booster pump station, effluent reuse pipelines, electrical and other improvements, including miscellaneous demolition and clearing, a concrete wet well, vertical turbine pump installation, mechanical and stationary screening equipment, site grading, and the removal and replacement of asphalt.
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JAMIE BLYSTONE, CSP, CHST
SAFETY MANAGER - PLANT

PROFESSIONAL SUMMARY
Jamie has several years of experience in the construction industry, and all positions have been within the safety field. He has experience in water, wastewater and commercial construction in addition to experience in environmental remediation and hazardous materials handling. Jamie has received training in excavation, fall protection, scaffolding, confined space, hazardous materials, and cranes. In addition, he is responsible for developing and teaching company safety-related courses and is a vital member of the company safety committee. Jamie's role is 100% devoted to overseeing safety on Garney's job sites. Jamie reports to Sammy McCandless, Vice President.

References
Dave Reddin
Progressive Environmental
Ph. (913) 406-2825

Don Sanders
Denovo Constructors
Ph. (573) 489-8542

Rob Kellogg
Safety Consulting & Training Services
Ph. (815) 766-7682

RELEVANT EXPERIENCE

MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 – Midland, Texas
T-Bar Well Field Development & Delivery Project (Design-Build) $97.1 M
Installation of 60 miles of 48" steel and C303 water transmission main, and 25 miles of PVC well field piping. The pipe sections consist of 10,000 LF of 48" steel waterline, 105,250 LF of 48" C303 waterline, and 120,000 LF of 6" to 36" PVC pipe. The project includes rock excavation, auger bores and several manholes.

T-Bar Water Supply System Disturbance Facility $6.2 M
Construction of a 450-composite elevated tank, along with the construction of a disinfection facility. The disinfection facility contains a chlorine scrubber, ammonia scrubber, electrical room, chlorinator room, ammoniator room, two ammonia storage tanks, emergency generator with the capacity of 500 kW, and a chlorine container storage area.

WATER DISTRICT NO. 1 OF JOHNSON COUNTY – Kansas City, Kansas
Wolcott Water Treatment Plant $74.1 M
10 MGD (ultimate capacity 30 MGD) plant included two aerators, basin flow splitter, primary basin, final basin, residuals control building, operations building with membrane filters, below ground cast-in-place treated water storage reservoir, chlorine contact basin, high service pumping station, surge control facilities, chemical storage and feed facilities, electrical, instrumentation and controls, mechanical work, and site work.

KENTUCKY AMERICAN WATER – Lexington, Kentucky
High Service Mains for WTP on Pool 3 – Contracts A & B $56.7 M
Installation of 66,000 LF of 42" ductile iron pipe with polyethylene encasement, four 42" flex ring gate valves, 10 air valve assemblies, and 970 LF of 60" bore with casing pipe with one bore descending a 120' bluff to a creek bottom.

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Vista Ridge Regional Supply Project

Water Transmission and Purchase Agreement

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Project Company and Project Contractors Information

(Calculated by Ai)

Vista Ridge Regional Supply Project

Water Transmission and Purchase Agreement

Appendix 14

Project Company and Project Contractors Information

(Calculated by Ai)
**Name:** Gene Dawson, Jr., P.E.

**Stefan Schuster**  
**Director of Operations**  

**Education:** Bachelor of Science in Civil Engineering, Texas A&M-Kingsville, 1982  

Mr. Schuster brings over 29 years of experience in the Texas water resources market with both public and private work. He has experience as a project & operations manager, hydrologist, and water resource planner working on diverse water resource planning and supply projects throughout Texas. His proficiencies include surface and groundwater availability modeling, desalination, water quality analyses, policy development and implementation, GIS, water rights, and public involvement. Prior to joining EPCOR in 2020, Mr. Schuster served as Senior Hydrologist for Aqua Strategies, served as the Mayor’s Appointee to Austin’s Water Planning Integration Committee to develop a 100-year water plan, and as stakeholder engagement coordinator for MWH on the Integrated Water Power Project, an integrated seawater desalination and power project on the Texas coast. Prior to MWH, he served as Senior Vice President for DBS&A, a specialized groundwater consulting firm, for over 6 years heading up the Texas and Southwest Water Resources Group and serving as Austin operations director. He holds an MS in Hydrology, MS in Community & Regional Planning, and a BS in Geophysics.

**EPCOR (2020 – Present)**

**Prior Employment History (and last position held):**
- AquaStrategies, 2018-2020, Senior Hydrologist  
- EQO, 2018-Present, Owner & Marketing Officer  
- SWCA, 2016-2018, Gulf Coast Water Director  
- MWH, 2012-2016, Texas Water Director  
- DBS&A, 2007-2012, Senior Vice President  
- Freese & Nichols, 2002-2007, Central Texas Water Planning Director  
- TWDB, 1997-2002, Regional Project Manager  
- TNRCC, 1996-1997, WAM Technical Director

**Education:**  
University of Texas at Austin, Jackson School of Geosciences, B.S. Geophysics
University of Texas at Austin, Community and Regional Planning, M.S.
University of Texas at Austin, Jackson School of Geosciences, M.S. Hydrology

Professional Designations and Licenses:
Professional Registration: Professional Engineer, Geoscientist - Texas (No. 64280609)

Professional Achievements:
Mr. Dawson is President of Pape-Dawson Engineers, Inc., which was established in 1965. His current responsibilities include the firm's management, allocation of resources, strategic planning, and operations of the firm. As President, he is responsible for the firms overall performance and provides oversight for major projects.

Professional Experience:
Mr. Dawson's experience includes over 30 years of progressive civil and environmental engineering in the execution of land development, transportation, public works and infrastructure projects.

Honors and Awards:
- Greater San Antonio Builders Association Associate Legend of Year, 2013
- Inducted as a Distinguished Alumni at Texas A&M University-Kingsville, 2012
- "The Dawson Family" Inducted into the San Antonio Business Hall of Fame by Junior Achievement, 2009
- Bexar Land Trust Honoree, 2005
- American Society of Landscape Architect, Environmental Stewardship Award, 2002
- National Association of Homebuilders, Member Award, 2002
- YMCA of San Antonio, Volunteer of the Year, 2009
- YMCA of San Antonio, Red Triangle Recipient, 1999
- Real Estate Council of Texas, Philip M. Barshop Founder's Award, 1999
- Selected Texas Society of Professional Engineers, Bexar Chapter, Engineer of the Year, 1999
- Selected Texas Society of Professional Engineers, Bexar Chapter, Young Engineer of the Year, 1991

Civic and Other Organization Memberships:
- San Antonio Water System, TMDL Committee Co-Chair, 2013-Present
- Texas A&M Kingsville, President's Leadership Council, 2011-Present
- University of Texas at San Antonio, Roadrunner Foundation Board, 2011-Present
- Greater San Antonio Builders Association, Board of Directors, 2010-Present
- Cancer Therapy and Research Center, Board of Directors, 2010-Present
- San Antonio Christian Schools, Philanthropy Committee, 2008-Present
- Bank of San Antonio, Board of Directors, 2007-Present
- Alamo Bowl, Chairman, 2009, Board of Directors, 2002-Present
- Real Estate Council of Texas, President, 2000, Executive Council, 2000-Present

Major Works:
As President, Mr. Dawson's responsibilities include a vast array of technical and managerial functions for a diverse range of civil engineering projects. Types of projects include:

- Federal/State Highways
- Master development planning of residential, commercial and industrial developments
- Corporate campus expansions
- Golf course developments

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- Major single and multi-family subdivisions
- Retirement villages
- Sport facilities
- Elementary, junior and high school projects
- Floodplain modeling and floodplain reclamation
- Municipal and private wastewater collection systems, water distribution systems, streets and drainage projects
- Feasibility studies
- City and school district capital improvement projects
- Water pollution abatement plans
Ross Cummings

President and General Partner

Ross Cummings formed BlueWater in 2004 to acquire control of the initial groundwater leases and a producing well from Layne Christensen Company (NASDAQ-LAYN). He has served as President and General Partner of BlueWater Systems and BlueWater 130 and also serves as Secretary/Treasurer and a member of the Board of Directors of the Cross County Water Supply Corporation. Prior to 2004, Mr. Cummings was the President of Austin, Texas based Cummings-Baccus Interests, Inc., a respected and highly successful commercial real estate investment firm. He earned a BA in Petroleum Land Management from the University of Texas at Austin.
Pete K. Patel, PE
President and Chief Executive Officer

Background

Pete Patel has more than 35 years of management experience focused on organizing and implementing complex, multidiscipline projects. He has successfully managed hundreds of assignments in the service of local, state, and federal governmental clients throughout the U.S. and abroad. He has directed consortiums for design/build and operate project delivery systems on international water and wastewater projects.

As President of the firm, he controls multiple offices, personnel, and projects. In addition to his technical background, Pete is adept at the economics involved with project management, forecasting, budgets, and organizing multiple project participants and variables. He has demonstrated the ability to apply a vast network of resources to specific goals and tasks at hand to achieve maximum project success.

His technical experience extensively includes all aspects of water and wastewater related projects and he has "hands on" experience in management, evaluation and design of electrical, instrumentation, and SCADA systems for municipalities, river authorities, and international clients including for manages water and wastewater treatment plants.

Project Experience

Integrated Pipeline (IP) Project, participating in the Tarrant Regional Water District (TRWD) and the City of Dallas, North Texas

Principal In Charge, Design of Segment 15 for a 108-inch diameter pipeline in a rural and semi-rural area of North Texas, including design criteria confirmation, route analysis, environmental and permaculture sustainability development, and evaluation of staging areas, haul roads, and access. The pipeline will run from Lake Palestine which is south of Tyler to Lake Cypress in southwest of Fort Worth, with connections to Cedar Creek and Red and Chambers Reservoirs. It will also integrate TRWD’s existing pipelines to the Dallas system to provide water for over 1.5 million people. The IPL Project will ultimately deliver a design capacity of 100 million gallons per day (MGD) of raw water to North Central Texas through the use of approximately 180 miles of pipeline, three lake pump stations and two booster pump stations.

Water Transmission 130 Project, Cross County Water Supply Corporation, Austin, Texas

Principal In Charge, Design of an approximately 53-mile, 30-inch water transmission main project. The pipeline is routed through a semi-rural to rural alignment. The project includes railroad, highway, county road and creek crossings, system hydraulic, disinfection and assessment analysis, agency permitting, and construction services. The pump stations include supply well, pump, cooling tower, 1.5-MG ground storage tank, 4 MGD high service pumps station, disinfection feed system and an electrical building. The project was a CMAS with Garney Construction Company as the successful contractor.

El Yunque Water Treatment Plant, Compañía de Aguas, Puerto Rico

Principal In Charge; Supervised study and design phases of this 20 MGD plant utilizing ACTIFLO treatment process. $29 million. This project on the North Coast of Puerto Rico gets its raw water supply from the only tropical forest in the USA.

North Coast Superaqueduct Project, San Juan, Puerto Rico

Principal In Charge; Successfully managed conceptual planning and preparation of a Design, Build, and Operate proposal for a 100 MGD water treatment plant with a 70 KM of 72-inch diameter treated water transmission system for the City of San Juan, Puerto Rico. This $120 million project was the largest Design-Build-Operate water projects in North America at the time of contract award.

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North Coast Water Transmission and Distribution Project, AFI AAA Initiative, San Juan, Puerto Rico
Principal in Charge of the design of North Coast Water Transmission and Distribution Project for eight municipalities along the North Coast of Puerto Rico. This Design-Build-Operate project costing $568 million includes water transmission lines, 15 ground storage reservoirs from 1 MG to 5 MG each and 11 pumping stations, all controlled from a central location at the water treatment plant.

Water Distribution Project, AFI AAA Initiative, San Juan, Puerto Rico
Principal in Charge of the design of a $48 million water distribution project within the City of San Juan. This Design/CM project includes three pumping stations and distribution lines of various sizes throughout the western half of the metropolitan San Juan.

Filtration Project, Beijing, China
Successfully managed conceptual planning, preparation of proposal, and the management of a 133 MGD direct filtration project for the City of Beijing. This project included design and furnishing of all filter related U.S. made equipment.

Cadiz Pump Station Wastewater Treatment Plant Improvements, Dallas Water Utilities (DWU), Dallas, Texas
New and replacement pumps, motors, and eddy current drives.

Central Regional Wastewater Treatment Plant, Trinity River Authority of Texas, Texas
Electrical Systems Master Plan Study and Phase I design improvements to 144 MGD treatment plant lighting, underground power distribution, communication systems, and plant electrical system.

Raw Water Intake and Pump Station, Upper Trinity Regional Water District, Lewisville, Texas
Managed the planning, feasibility studies, design, and construction of a 200 MGD raw Water Intake and Pump Station.

Upper Trinity Regional Water District, Texas
Design of electrical/SCADA systems for a 20 MGD water treatment plant, project Manager for 200 MGD raw water intake structure and pump station in Lewisville Lake.

Village Creek Wastewater Treatment Plant, Fort Worth, Texas
Computer control complex additions; digestion and aeration, electrical and instrumentation system improvements, and Phase IIC improvements; and a new central plant-wide SCADA System.

City of Dallas, Texas
Lake Fork Reservoir raw water pump station.

City of Denton, Texas
Electrical and SCADA system for Pecan Creek Water Reclamation project.

City of Denton, Texas City of Justin, Texas
Electrical and SCADA system for Pecan Creek Water Reclamation project.

Multiple Water Improvements to various facilities for the City of Dallas, Texas
- 80 MGD Sorey Road pump station
- 180 MGD Elm Fork high service pump station No. 2
- 250 MGD Alta Mesa pump station
- 200 MGD East Side transfer pump station No. 2
- 160 MGD Iron Bridge raw water pump station additions
- Elm Fork Low Lift Pump Station No. 2 - 160 MGD
- Forney Raw Pump Station addition
- Jim Miller Pump Station expansion
- Lake Fork 214 MGD raw water pump station
- Electrical and Instrumentation system evaluations for Bachman Water Treatment Plant
- Hydraulic improvements East Side Water Treatment Plant
- 330 MGD raw water Intake and 168 MGD pump station at the Elm Fork Water Treatment Plant

Partners for a Better Quality of Life
James Bené, P.G.

Education

B.S., Geological Sciences with Honors from the University of Texas at El Paso, 1997

M.S., Geological Sciences from the University of Texas at Austin, 2000

Registrations & Memberships

- Professional Geoscientist, Texas No. 2089
- National Groundwater Association
- Texas Groundwater Association
- Austin Geologic Society
- Association of Ground Water Scientists and Engineers
- Geological Society of America

Professional Experience

- **2009 – Present**: Consulting Hydrologist, Principal, R.W. Harden & Associates, Inc., Austin, Texas
- **1996 – 1997**: Research Associate, Mesilla Bolson Contaminant Infiltration Study, El Paso, Texas

Principal, R.W. Harden & Associates, Inc. (RWH&A)

With his experience as a professional hydrogeologist and a partner in the in the firm R.W. Harden & Associates, Inc., Bené has gained the skills required for the study and development of groundwater resources. During his career, he has conducted numerous groundwater availability evaluations, subsurface testing programs, and well field development projects. Mr. Bené has been an integral part of teams responsible for the development, calibration, and implementation of numerous groundwater flow models of various aquifers throughout Texas for water supply and management purposes.

Select Professional Experience

**Northern Trinity-Woodbine Groundwater Availability Model (GAM)**

Awarded to RWH&A by the State of Texas in 2003, the Northern Trinity-Woodbine groundwater availability model is one of the most complex groundwater availability models ever completed for a...
major aquifer system in Texas. Mr. Bené coordinated the efforts of project team members during development of the model, which simulates flow through seven distinct geologic units and covers approximately 37,000 square miles of Cretaceous sand, shale, and limestone in central and northern Texas. The Trinity-Woodbine GAC required a high degree of scientific, technical, and organizational skills in order to provide State regulatory agencies and groundwater conservation districts the best possible tool for the development of Trinity groundwater management plans. Tasks associated with the GAC included the construction, calibration, and verification of the model to measured water levels and stream flows, as well as the creation of a regional groundwater use database. Work also included compilation of data pertaining to aquifer structure and hydraulic properties, recharge fluxes, evapotranspiration fluxes, boundary conditions, and surface/groundwater interaction. The model is used by the State, municipalities, districts, and regional water planning groups to predict the effects of projected pumpage in the Northern Trinity-Woodbine over a 50-year planning period.

The City of the Colony Groundwater Supply Development – Denton County, TX

Mr. Bené managed team members during the performance of various tasks associated with the development of groundwater resources from the Trinity Group aquifers in southeastern Denton County, Texas. Specific work products included:

- Performance of a general groundwater availability evaluation,
- Assessment of the feasibility of implementation Aquifer Storage and Recovery (ASR) system to augment supplies during peak usage times,
- Evaluation of existing municipal wells,
- Obtaining TCEQ approval to construct and operate two new public water supply wells, and
- Design, construction, and testing of two large-capacity wells completed in the lower Trinity (Hosston Fm.) within the City of the Colony.

Wilco Groundwater Development – Bistone MWSD, Limestone County, TX

For over ten years, RWH&A has performed a variety of well field services for Bistone Municipal Water Supply District (Bistone). Following the completion of initial evaluations, RWH&A managed each phase of the construction process for new wells installed in 1998, 2005 and 2010. In the 1990s, RWH&A completed field testing and long-term yield and interference modeling of Bistone’s existing production wells in Limestone County. As part of this initial evaluation, RWH&A provided recommendations for optimizing well field performance and for augmenting overall production with construction of new wells.

In the 2000’s, supplemental assessments evaluated the potential impacts and benefits associated with further construction in Bistone’s well field. During that time, Mr. Bené led a team that

- Performed aquifer drawdown and recovery tests in several existing Wilco Group wells to determine the hydraulic characteristics of the wells and aquifer production zones at the site,
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James Bené, P.G.

- Conducted a test drilling and aquifer testing program as a precursor to development of additional supplies,
- Developed both analytical well field models and regional-scale finite-difference groundwater flow models of the southern Limestone County region as an aid in determining the long-term availability from the Wilcox aquifer,
- Generated the submittals necessary to obtain TCEQ approval to construct and use new public supply wells,
- Produced detailed specifications and bidding documents for two new Bistine wells,
- Provided on-site oversight of the well construction and acceptance testing of new Wilcox aquifer public supply wells.

**Groundwater Supply Development – Canyon Regional Water Authority (CRWA), Guadalupe, Gonzales Counties, TX**

Mr. Bené managed this project, which consists of the development of a 10,000 acre-feet per year Carrizo aquifer groundwater supply in Gonzales and Guadalupe Counties for Canyon Regional Water Authority (CRWA). Tasks associated with this work include field testing of existing CRWA wells on the Wells Ranch, compilation of regional hydrogeologic data, groundwater flow model construction, evaluation of the data to produce estimates of long-term groundwater availability, preliminary well and well field design, and compliance with the rules and regulations promulgated by the Guadalupe County Groundwater Conservation District (GCGCD) and the Gonzales County Underground Water Conservation District (GCUWCD). Following the initial project phase, technical specifications and drawings were assembled for several high-capacity production wells. RW&H personnel with construction contract administration, providing on-site observation of well construction methods and materials, and field-testing of the production wells. Throughout this work, Mr. Bené managed a team responsible for performing groundwater modeling, preparing permit applications, and providing expert witness services for CRWA during contested case hearings and negotiations with local groundwater district personnel and legal counsel. In addition, Mr. Bené led the team responsible for the development of tasks and completion of costs associated with mitigation of impacts resulting from development of this groundwater supply.

**Groundwater Management – Three Oaks Mine, Bastrop and Lee Counties, TX**

This ongoing project consists of extensive groundwater investigations of the Wilcox Group to support mining, industrial, and municipal water supply operations. For the past several years, Mr. Bené managed project team members responsible for performing extensive test drilling, water quality sampling, geophysical logging, aquifer testing, producing conceptual and final well and well field designs, groundwater modeling, production well design, specification preparation for test drilling and production wells, construction inspection, and contract management. To date, this project has included the drilling of hundreds of test holes, design and construction of over 55 production wells with yields up to 2,500 gallons per minute and a total production capacity of about 35,000 acre-feet per year. Work also included assessment of impacts from production, monitoring regional drawdown and impacts to private

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James Bené, P.G.

wells, mitigating impacts from the development of the supply, and Railroad Commission of Texas regulatory support.

As part of this complex operation, RWH&A developed a regional groundwater flow model which aids in the design of a groundwater management system at the mines as well as with the evaluation of the drawdown associated with mining operations. Encompassing over 8,300 square miles, this model segregates the Carrizo/Wilcox into ten distinct units, which allows for precise simulation of the aquifer response to dewatering and depressurization requirements through time. In addition, the model was designed for use as a tool to predict the likely declines in the various Carrizo/Wilcox formations resulting from long-term groundwater use in the region. Although originally developed to evaluate the regional effects of mining activities, the model was later modified and utilized to appraise the groundwater availability and impacts related to pumpage associated with a proposed Wilcoa/SAWS water supply contract.

Sanderson Farms Groundwater Supply Development – McLennan County, TX

This project consisted of the installation of two production wells in the Lower Trinity aquifer to serve as a potable supply for a large poultry processing facility in McLennan County, Texas. The target aquifer zone was the Hosston Formation, a clastic (sand-rich) stratum that lies approximately 2,500 feet below ground level in the area. RWH&A provided services during the bidding contractor selection process and during contract negotiations. During construction of the wells, Mr. Bené led a team of geologists and engineers who performed a variety of services including preparation and analysis of drill cuttings samples, hole alignment surveys, setting and pressure cementing of the surface casing, caliper surveys to verify sufficient under-reaming of aquifer zone, setting of screen and liner, installation of the gravel (filter) pack, development of the well and final well acceptance testing. During well construction, Mr. Bené managed on-site personnel responsible for verifying that all methods and materials used during the construction of the wells conformed to design specifications. Using the water level data collected during the acceptance testing of the wells, Mr. Bené worked closely with the Client’s engineers to select pumping equipment appropriate for the high-head, high-temperature conditions found at the site.

Central Texas Carrizo-Wilcox Groundwater Availability Model (GAM)

RWH&A participated as a subcontractor to the University of Texas’ Bureau of Economic Geology to develop the Central Texas Carrizo-Wilcox Groundwater Availability Model (GAM) for the Texas Water Development Board. Mr. Bené was a member of the RWH&A project team that developed the model grid, layer structure inputs, boundary conditions, model calibration datasets, and portions of future demand allocations. In developing the model’s boundary conditions, Mr. Bené researched and mapped groundwater conditions in the Wilcox, Carrizo, Queen City, and similar adjoining units over a large portion of Texas.

Page 4
Groundwater Supply Development – Blue Water Systems, L.P.

This project began as an evaluation of the development of a municipal water supply from a previously untapped portion of the Carizo-Wilcox aquifer. Mr. Bené participated in the project as senior hydrogeologist and was part of a team responsible for conducting a detailed evaluation of existing data including oil and gas geophysical log analysis, hydrologic mapping, groundwater modeling, and estimates of quantity and quality of groundwater available. Based on the findings of these evaluations, a test drilling and pilot production well program was designed. Test drilling was conducted to approximately 2,800 feet to the base of the Simsboro Formation. The initial evaluation of the test hole results indicated favorable conditions for the construction of a pilot production well. RWH&A provided design, specification preparation and construction inspection, and acceptance testing of the pilot production well.

Groundwater Availability Analysis of the Ogallala Aquifer in the Texas High Plains

Mr. Bené was closely involved in this project, which entailed the evaluation of groundwater availability in relation to the permitting of several, large, competitive development scenarios in northern Texas. Initial work consisted of geologic log interpretation, data analysis, and model development and calibration for the Ogallala Aquifer in Roberts County, Texas. Following the completion of the initial study, the evaluation was expanded to encompass nine Texas counties: Carson, Gray, Hansford, Hemphill, Hutchinson, Lipscomb, Ochiltree, Roberts, and Wheeler. More than 6,000 test hole logs, well completion reports, and drillers’ logs were individually evaluated for lithologic and stratigraphic data. The findings were then incorporated into a groundwater model and subsequently used to construct a MODFLOW-based groundwater flow model of the region. Using processes identical to those specified for GAM projects, the model was calibrated to multiple time periods representing the predevelopment and post-development status of the aquifer. Once calibrated and verified, the likely long-term aquifer response to multiple large-scale municipal water pumpage scenarios was evaluated using this model.

City of Amarillo – Potter County Well Field Development

The City of Amarillo desired to explore the development of a municipal water supply from the Ogallala Aquifer in Roberts County. Mr. Bené participated in the design of the test drilling program, specification preparation, bidding assistance, as well as management of all drilling and testing activities, pump testing, water quality sampling and plugging of test holes. Other work included evaluations of interference drawdown by others and its impact on groundwater availability, pollution source surveys, long-term production and drought resistance and reliability of the supply.

Southmost Regional Water Authority Brackish Groundwater Supply

Facing surface water shortages and increasing raw surface water and treatment costs, the Southmost Regional Water Authority began a regional project to assess the feasibility of supplementing existing surface water supplies with treated brackish groundwater. As an integral part of an extensive conjunctive use study, a detailed groundwater availability analysis was performed to determine the
long-term sustainability and economics of the supply and evaluate water quality. Mr. Bené’s participation in this project included data collection and review, well field planning, groundwater modeling, well field layout, well design, and specification preparation. The drawdown predictions produced from these analyses were used to determine groundwater availability, reliability, drought resistance, potential for contamination and optimal well field configuration for a 9.5 million gallon per day brackish groundwater supply system. Work also included required submittals to the Texas Commission of Environmental Quality for municipal well construction approvals, which included design plans, as-builts and pollution source surveys. The final well field consists of 20 production water wells.

**Publications**


Bené, James, Harden, Bob, O’Rourke, David, Donnelly, Andrew, 2004, Northern Trinity/Woodbine Aquifer Groundwater Availability Model: Groundwater Resources Division, Texas Water Development Board.
APPENDIX 16

PLAN OF DEVELOPMENT AND FINANCING

Explanatory Note as of Seventh Contract Amendment Date

As specified in subsection 2.2(J) (Plan of Development and Financing) of this Water Transmission and Purchase Agreement, the statements in this Appendix were made by Garney Holding Company in connection with the Conforming Contract Amendment and were an expression of Garney Holding Company's good faith intention as to the manner in which Garney Holding Company intended to proceed to develop and finance the Project in order to reach the Financial Closing Date.

As of the Seventh Contract Amendment Date, the Financial Closing Date has occurred, and the statements made in this Appendix no longer have any bearing on the continued administration of this Water Transmission and Purchase Agreement. This Appendix has been retained for purposes of maintaining continuity and providing historical background.

Part A: Plan of Development and Financing

1. Parent Company

Garney Construction was founded in 1961 and has thrived to become one of the nation's leading environmental contractors. Garney is owned by its approximately 1,100 employee owners. Garney’s breadth of experience and financial strength is unmatched amongst contractors in the water and wastewater sectors in the United States. Garney is the #1 ranked contractor in the Water Transmission sector and #3 ranked contractor in the Water Supply category according to 2015 ENR rankings. In 2015, Garney recorded over $600 million in revenues with aggregate bonding capacity in excess of $1.5 billion.

Garney has more than three decades of experience serving as a water and wastewater contractor for SAWS, successfully delivering critical projects for its consumers, including the Water Resources Integration Program Pipelines and Twin Oaks Pump Station, SAWS Carrizo Aquifer Storage and Recovery (ASR) Project, and SAWS Water Recycling Program. Last year, as part of the Water Resources Integration Program, Garney installed 140,000 linear feet of 60-inch pipe, similar to the pipe that will be used for the Vista Ridge pipeline.

Garney Construction was originally intended to be Abengoa’s construction partner for the Vista Ridge Project.

2. Plan of Development

Garney purchased a controlling interest in the Project Company, through a new subsidiary, Garney P3 LLC upon the effective date of the Membership Interest and Purchase Agreement (MIPA). Garney Companies, Inc. will serve as the Design Build Contractor.

The Central Texas Regional Water Supply Corporation (the "Water Supply Corporation"), a not-for-profit water supply corporation authorized to exercise the power of eminent domain, will continue to acquire easements, rights of way and other interests necessary for the Project. The Water Supply Corporation will sign the contract with the Design Build Contractor and provide for the management of the construction of the Project Improvements and transportation of treated water to the Project Company Water Storage Tank through the Transmission Pipeline. The Water Supply Corporation and the Project Company will be co-borrowers under a loan
APPENDIX 23

CERTAIN LITIGATION MATTERS UPDATE
CERTAIN LITIGATION MATTERS UPDATE

Litigation related to disclosure of information between Metropolitan Water Company, L.P., and Blue Water Systems, LP, and certain affiliates in the District Court of Travis County, Texas (Cause No. D-IGN-20-003381).
SECOND AMENDMENT TO PROJECT REAL PROPERTY CONVEYANCE AGREEMENT

THIS SECOND AMENDMENT TO PROJECT REAL PROPERTY CONVEYANCE AGREEMENT (this “Amendment”) is made effective as of the ___ day of August, 2020 (the “Amendment Effective Date”), by and between the City of San Antonio, Texas, acting by and through the San Antonio Water System Board of Trustees, an agency of the City established pursuant to the provisions of City Ordinance Number 75686, Texas Local Government Code Sections 552.141 et seq. and Chapter 1502, as amended, Texas Government Code (“SAWS”), and Central Texas Regional Water Supply Corporation, a not-for-profit water supply corporation (the “Water Supply Corporation”), and acknowledged, consented to and joined by Vista Ridge, LLC (the “Project Company”), and is an amendment to that certain Project Real Property Conveyance Agreement (the “Agreement”) by and between SAWS, Water Supply Corporation, joined by Project Company, and dated effective June 10, 2016 (as amended by the First Amendment to the Project Real Property Conveyance Agreement dated effective April 5, 2017 (the “First Amendment”)) concerning the Vista Ridge Regional Water Supply Project.

WHEREAS, the Agreement referenced that certain Water Transmission and Purchase Agreement (“WTPA”) by and between SAWS and Project Company, in the form that the WTPA existed as of June 10, 2016, which was updated by the First Amendment to the form of WTPA current to April 5, 2017;

WHEREAS, there have been subsequent amendments to the WTPA, including an amendment of even date herewith, and SAWS and Water Supply Corporation desire to amend the Agreement pursuant to this Amendment to update the definition of the WTPA in the Amendment to its current form.

NOW THEREFORE, for and in consideration of $10.00, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, SAWS and Water Supply Corporation hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference for all purposes hereunder.

2. Definition of “WTPA”. Section 1.2 of the Agreement is hereby modified to amend and restate the definition of “WTPA” to be as follows:


3. Notice Address. Section 6.6(3) of the Agreement is modified to replace the address of the Water Supply Corporation and its counsel with the following:

Central Texas Regional Water Supply Corporation
11010 Coachlight Street, Suite 202
San Antonio, TX 78216

With a copy to:
4. **Ratification.** Except as specifically modified above, all terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect, and all representations and warranties in the Agreement are hereby made and restated effective as of the Amendment Effective Date.

5. **Binding Effect.** Except as amended hereby, the Agreement remains unchanged and in full force and effect and is binding upon the parties thereto.

6. **Counterparts.** This Amendment may be executed by electronic or facsimile 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.

[Signature Page Follows]
This Amendment is executed to be effective as of the date first entered above.

SAWS:

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

BY: _________________________________
Nancy Belinsky
Vice President and General Counsel

Water Supply Corporation:

Central Texas Regional Water Supply Corporation, a Texas non-profit water supply corporation

Signature: _______________________________
By (printed name): ______________________
Title: _________________________________

PROJECT COMPANY:

VISTA RIDGE, LLC,
a Texas limited liability company

Signature: _______________________________
By (printed name): ______________________
Title: _________________________________
FIRST AMENDMENT TO STANDBY DEED OF TRUST, Assignment of Rents and Revenues, Security Agreement and UCC Financing Statement for Fixtures Filing

CENTRAL TEXAS REGIONAL WATER SUPPLY CORPORATION, as Grantor

to

John Jennings and his successors in trust, as Trustee

for the benefit of

CITY OF SAN ANTONIO, TEXAS,
ACTING BY AND THROUGH THE
SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, as Beneficiary

Dated effective as of August ___, 2020

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A UTILITY

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS

THIS INSTRUMENT IS TO BE FILED AND INDEXED WITH THE TEXAS SECRETARY OF STATE IN ACCORDANCE WITH CHAPTER 261 OF THE TEXAS BUSINESS AND COMMERCE CODE.


After recording return to:

San Antonio Water System
280 US Hwy 281 North
San Antonio, TX 78212
Attention: General Counsel
WITNESSETH:


WHEREAS, by its express terms, the Original Deed of Trust encumbers and grants a security interest in real and personal property of the Water Supply Corporation owned when the Original Deed of Trust was granted, and real and personal property thereafter acquired, all as more particularly described in the Deed of Trust, and that the security title of the Original Deed of Trust and the security interest created thereby will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Premises (as defined in the Deed of Trust) or any part thereof;

WHEREAS, the Original Deed of Trust also provides that at any time, and from time to time, upon request by the Beneficiary or the Trustee or both, the Water Supply Corporation will make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary and the Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary or the Trustee, any and all such other and further instruments of further assurance, certificates and other
documents as may, in the opinion of the Beneficiary or the Trustee or both, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligation of the Water Supply Corporation under the RPCA (as defined in the Original Deed of Trust) and under the Original Deed of Trust and (b) the security interest created by the Original Deed of Trust as a security interest upon and security title in and to all of the Mortgaged Premises (subject to Permitted Encumbrances), whether now owned or hereafter acquired by the Water Supply Corporation’

WHEREAS, the parties desire to amend the Original Deed of Trust to reflect additional real and personal property acquired by the Water Supply Corporation subsequent to its execution of the Original Deed of Trust; and

WHEREAS capitalized terms used in this Amendment but not defined herein shall have the respective meanings provided for in the Original Deed of Trust.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bind themselves, their successors and assigns Water Supply Corporation and Beneficiary do hereby covenant and agree as follows:

1. Amendment and Restatement of Exhibit A to the Original Deed of Trust. Exhibit A to the Original Deed of Trust is hereby amended and restated in its entirety as set forth in Exhibit A to this Amendment.

2. Amendment and Restatement of Exhibit B to the Original Deed of Trust. Exhibit B to the Original Deed of Trust is hereby amended and restated in its entirety as set forth in Exhibit B to this Amendment.

3. Effect of Amendment. The effect of this Amendment shall be solely to reflect the intent and effect of the Original Deed of Trust, including the conveyances, hypothecations, encumbrances and grants of security interests provided for in the Original Deed of Trust, upon the real and personal property of the Water Supply Corporation, regardless of whether acquired prior or subsequent to the execution and delivery of the Original Deed of Trust. In no event shall this Amendment be construed as impairing or otherwise affecting the conveyances, hypothecations, encumbrances or grants of security interests provided for in the Original Deed of Trust, each of which is hereby confirmed and regranted, or the priority of any of the foregoing.

4. Ratification; Full Force and Effect. Water Supply Corporation represents, covenants and warrants to Trustee and Beneficiary that, except as expressly provided in this Amendment, the Original Deed of Trust remains in full force and effect in accordance with its original terms and priority, and that the Original Deed of Trust as amended herein (the “Deed of Trust”) is hereby expressly ratified and confirmed in all respects, including without limitation the conveyances, hypothecations, encumbrances and grants of security interests contained therein. Water Supply Corporation further represents, warrants and covenants that there are no offsets, counterclaims or defenses to the RPCA (as defined in the Original Deed of Trust), the Deed of Trust or the obligations secured thereby, or any other documents or agreements evidencing, securing or otherwise relating to the Water Supply Corporation’s obligations in connection with the RPCA or the Deed of Trust.

5. No Increase In Principal Amount. Nothing herein shall be deemed to increase the maximum principal amount secured by the Deed of Trust.
6. **Applicable Law.** This Amendment shall be interpreted, construed and enforced according to the laws of the State of Texas.

7. **Address of Water Supply Corporation.** Section 5.05 of the Original Deed of Trust is modified to replace the address of the Water Supply Corporation and its counsel with the following:

   Central Texas Regional Water Supply Corporation
   11010 Coachlight Street, Suite 202
   San Antonio, TX 78216

   With a copy to:

   Will C. Jones IV
   The Jones Law Firm PC
   3724 Jefferson St., Suite 310
   Austin, TX 78731

8. **Counterparts.** This Amendment may be executed in any number of counterparts and each thereof shall be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

   [SIGNATURES APPEAR ON THE FOLLOWING PAGES]
IN WITNESS WHEREOF, the Water Supply Corporation has caused this Deed of Trust to be executed and delivered by its duly authorized officer effective as of the day and year first above written.

THE WATER SUPPLY CORPORATION:

CENTRAL TEXAS REGIONAL WATER SUPPLY CORPORATION, a Texas not-for-profit water supply corporation

By ______________________________
Name  Weir Labatt III
Title  President

STATE OF TEXAS                     )
                                 ss.:  
COUNTY OF ___________             )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of __________, 2020, by WEIR LABATT III, the President of CENTRAL TEXAS REGIONAL WATER SUPPLY CORPORATION, a Texas not-for-profit water supply corporation, on behalf of said corporation.

____________________________
Notary Public in and for the State of Texas

____________________________
Printed Name of Notary

My Commission expires: ___________
The Beneficiary has executed this Deed of Trust for the purpose of becoming a signatory to the security agreement set forth herein.

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

By __________________________________________
Name: Nancy Belinsky
Title: Vice President and General Counsel

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _________, 2020, by NANCY BELINSKY, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, on behalf of same.

________________________
Notary Public in and for the State of Texas

________________________
Printed Name of Notary

My Commission expires: __________
Remainder of document consists of 888 pages of legal descriptions constituting the Project Real Property, which is available upon request.
THIS FIRST AMENDMENT TO GROUNDWATER SUPPLY AGREEMENT (this 
“Amendment”) is made effective as of the ___ day of _______, 2020 (the “Amendment Effective Date”
by and between Blue Water Vista Ridge LLC (“Blue Water”), a Texas limited liability company, and the
City of San Antonio, Texas, acting by and through its San Antonio Water System Board of Trustees
(“SAWS”), (each also referred to individually herein as “Party”, or in the plural, the “Parties”) and is an 
amendment to that certain Groundwater Supply Agreement (the “Agreement”) by and between the
Parties dated effective November 4, 2014.

WHEREAS, since the date of the Agreement, the Permits (as defined in the Agreement) have
been re-issued by Post Oak Savannah Groundwater Conservation District;

WHEREAS, since the date of the Agreement, the WTPA (as defined in the Agreement) has been
amended on multiple occasion; and

WHEREAS, the Parties desire to make certain clarifying revisions to the WTPA to avoid any
ambiguity as to terms;

NOW THEREFORE, for and in consideration of $10.00, the mutual agreements contained herein
and other good and valuable consideration, the receipt and sufficiency of which are acknowledged,
SAWS and Blue Water hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference for all purposes
hereunder.

2. Permits. The Permits (as defined in the Agreement) set forth in Exhibits A and B of the
Agreement are hereby replaced by the Permits attached to this Amendment in Exhibits A and B
incorporated herein. The parties ratify and affirm that the term Permits shall continue to apply to all
replacement permits to the Permits.

3. WTPA. The WTPA (as defined in the Agreement) is the version in effect as of the
Amendment Effective Date, and for avoidance of doubt, includes the amendments dated June 10, 2016,

4. To achieve greater clarity and eliminate any ambiguity in the terms of the Agreement,
particularly as to commencement, the parenthetical phrase “(to wit, without early termination by either
party to the WTPA)” is hereby deleted from its three instances in the Agreement, namely, (i) twice in the
first paragraph of numbered section 3 and (ii) once in the first paragraph of numbered section 4.

5. Ratification. Except as specifically modified above, all terms and conditions of the
Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. Binding Effect. Except as amended hereby, the Agreement remains unchanged and in full
force and effect and is binding upon the parties thereto.

7. Counterparts. This Amendment may be executed by electronic or facsimile 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.
This Amendment is executed to be effective as of the date first entered above.

SAWS:

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

BY: _________________________________
    Robert R. Puente, President & CEO

Blue Water:

BLUE WATER VISTA RIDGE LLC
    Texas limited partnership

BY: _________________________________
    Ross M. Cummings, President
Amended and Restated Drilling & Operating Permit
Issued By Direction of the Board of Directors of the
Post Oak Savannah Groundwater Conservation District

This Amended and Restated Drilling and Operating Permit ("Amended Permit") is granted to Vista Ridge, LLC, ("Permittee"), the assignee of and successor to Abengoa Vista Ridge, LLC ("Abengoa"), successor to Blue Water Vista Ridge LLC ("BWVR"), the successor to Blue Water Systems, L.P. ("Blue Water") the successor to Layne Water Development of Texas, LLC ("Layne"), to authorize Permittee to drill and operate thirty-three (33) water wells within the Post Oak Savannah Groundwater Conservation District ("District"), for the purpose of producing water for Municipal Use. The name, location, maximum annual production and maximum gallons of production permitted per minute for each of the thirty-three wells is listed in Exhibit "A". The individual wells listed in Exhibit "A" are referred to herein as the "Well" or "Wells" and the thirty-three Wells are collectively referred to as the "Well System". This Amended Permit is conditioned upon and subject to Permittee complying with the Rules of the District ("Rules"), the orders of the Board, the Management Plan of the District, as amended, and the laws, rules and regulations of the State of Texas, as amended, applicable to drilling, operating and maintaining water wells within the District. This Amended Permit confers only the right to drill and operate the Wells and Well System in compliance with and subject to the Rules and requirements of this Amended Permit. The terms, conditions and authorizations of this Amended Permit may be modified or amended under the Rules.

The Wells are registered with the District and the State of Texas. The Wells are approved for production in the aggregate as a Well System. The Permittee is authorized to drill and operate the Wells at the locations and maximum GPM production set forth in Exhibit "A", and the maximum annual production of the Well System shall not exceed 50,993 acre feet per year.

The Rules are incorporated herein in their entirety by reference, as if set forth herein verbatim, including but not limited to the Rules providing for reducing permitted production. The Permittee shall comply with the Rules and each requirement thereof in operating, maintaining, repairing and altering each of the Wells and the Well System. All application(s) pursuant to which the related original permits and prior amended permits, and this Amended Permit, have been issued, and all written agreements and acknowledgments executed by the Permittee, and/or by BWVR, Blue Water, or Layne, are incorporated into this Amended Permit. This Amended Permit is granted on the basis of, and contingent upon, the accuracy of the information supplied in the application(s), agreements and acknowledgments on file with the District. A finding that false information was supplied to the District in the permitting process for the Wells is grounds for revocation of this Amended Permit.

The issuance of this Amended Permit does not grant Permittee the right to use any public or private property, interfere with any personal or property rights, or violate any federal, state, or local law, rule or regulation. The District makes no representations and has no responsibility with respect to the availability or quality of the water authorized to be produced under this Amended Permit.

The term of the Amended Permit, both the Drilling and the Operating Permit, is for a period of forty years from the original issuance date of the original Permit on September 11, 2004, subject to review every fifth year and modification during any such review to conform this Permit with intervening changes in the Management Plan or state law. Unless waived by the Board of the District for a specific review period, applications for review shall be submitted to the District 90 days prior to the fifth anniversary of the issuance date and each subsequent scheduled review date following the fifth anniversary date, until the date of expiration of this Amended Permit. The Board may waive any review if no material change has been made to the Management Plan, or if the changes made do not require modification of this Amended Permit.

This Amended Permit is executed and effective as of the 18th day of April, 2017.

Post Oak Savannah Groundwater Conservation District

By: 
Name: Gary Westbrook
Title: General Manager

Permit No. POS-D&O/A&M-0001d
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Exhibit B

See following pages
Amended and Restated Transport Permit Issued by the
Post Oak Savannah Groundwater Conservation District
Of the State of Texas
By Direction of the Board of Directors of the
Post Oak Savannah Groundwater Conservation District

This Amended and Restated Transport Permit ("Amended Permit") is granted to Vista Ridge, LLC ("Permittee"), the assignee of and successor to Abengoa Vista Ridge, LLC ("Abengoa"), successor to Blue Water Vista Ridge LLC ("BWVR"), the successor to Blue Water Systems LP, ("Blue Water"), the successor to Layne Water Development of Texas, LLC ("Layne"), to authorize transporting groundwater from a system of thirty-three (33) water wells ("Wells") within the Post Oak Savannah Groundwater Conservation District ("District"), to locations outside the District for the non-wasteful purposes of Municipal Use in the counties of Bastrop, Bell, Burnet, Caldwell, Hays, Lee, Travis, Williamson, Comal, Guadalupe, and Bexar, in the State of Texas. The groundwater permitted herein must be put to beneficial use at all times.

The location of each well from which water is authorized to be transported under this Amended Permit is listed in Exhibit "A". The Permittee has leased the water rights that will be produced. In addition, the names and mailing addresses of the owners of the land from which the wells are authorized to produce water are set forth in the applications filed by Permittee for this Amended Permit, and otherwise in the records of the District.

Upon issuance of this Amended Permit, the Permittee agrees to abide by the Rules, orders of the Board and Management Plan of the District, as amended, and the laws and rules of the State of Texas, as amended, in transporting groundwater from the water wells to locations outside the District. This permit confers only the right to use the permit under the provisions of the District rules and, according to its terms. The permit terms may be modified or amended as provided in the District Rules.

These wells are registered with the District and the State of Texas. During any 24 hour period, the amount of groundwater to be transported from the District shall not exceed the aggregate maximum gallons per minute for the wells identified in Exhibit "A". The total amount of groundwater to be transported from the District on an annual basis shall not exceed 50,993 acre feet.

This Amended Permit confers only the right to transport groundwater and its terms may be modified or amended. The operation of the wells for the authorized withdrawal must be conducted in a non-wasteful manner. All transport and storage facilities must be accessible to District representatives for inspection, and the Permittee agrees to cooperate fully in any reasonable inspection of these facilities by the District representatives. All application(s) pursuant to which the related original permits and the prior amended permits, and this Amended Permit, have been issued, and all written agreements and acknowledgments executed by the Permittee, Abengoa, BWVR, and/or by Blue Water or Layne, are incorporated into this Amended Permit, which is granted on the basis of, and contingent upon, the accuracy of the information supplied in the application(s). A finding that false information has been supplied is grounds for revocation of this Amended Permit, and a violation of the terms, conditions, requirements, or special provisions of this Amended Permit is punishable by civil penalties as provided by the District Rules and by law.

On or before February 15 of each year, the owner of this Amended Permit must submit an annual report to the District describing the amount of groundwater transported under this Amended Permit. This report shall be filed on a form provided by the District, stating the following: (1) the name of the Permittee; (2) the well numbers of each well for which the Permittee holds a transport permit; (3) the total amount of groundwater transported from each well and well system during the immediately preceding calendar year; (4) the total amount of groundwater transported from each well and well system during each month of the immediately
preceding calendar year; (5) the purpose for which the water was transported; (6) any other information related to the operation and production of the wells or transport of water requested by the District.

The issuance of this Amended Permit does not grant to the Permittee the right to use private property, or public property, for the production or conveyance of water. Neither does this Amended Permit authorize the invasion of any personal rights nor the violation of federal, state, or local laws, or any regulations. The District makes no representations and shall have no responsibility with respect to the availability or quality of water authorized to be transported under this Amended Permit.

This Amended Permit expires on September 15, 2034, and is subject to review every fifth year, and during any such review may be modified to conform with intervening changes in the Management Plan of the District or state law. Permittee shall submit to the District 90 days prior to the fifth anniversary of the issuance and each subsequent review, and the date of expiration of the operating permit a full and complete report describing its groundwater transportation system, volumes of water delivered by customer, and the delivery points of groundwater transported, together with such other information that will assist the District's review. The Board may waive any five year review if no material change has been made to the Management Plan, or if the changes made do not require modification of such permits. Despite the term of duration listed in this Amended Permit, the Permittee is authorized to transport groundwater under this Amended Permit only as long as the Permittee holds a valid operating permit issued by the District for the wells listed in this Amended Permit.

The permit issued September 14, 2004, amended January 13, 2009, and amended June 22, 2015, is hereby amended and in effect as of the 18th day of April, 2017.

Vista Ridge, LLC
Transport Permit
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