

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.

San Marcos Activity Center
501 E. Hopkins, San Marcos, TX 78666

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

This Notice is posted pursuant to the Texas Open Meetings Act (Texas Government Code Chapter 551). The Alliance Regional Water Authority (the Authority) Board of Directors will hold a meeting at 3:00 PM, Wednesday, June 27, 2018, at the San Marcos Activity Center, 501 E. Hopkins, San Marcos, TX 78666. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENTS (3-minute time limit, each).

D. CONSENT AGENDA

The items included in the Consent Agenda portion of this meeting agenda can be considered and approved by the Board of Directors by one motion and vote. A Board member may request that an item included in the Consent Agenda be considered separately, in which event the Board of Directors will take action on the remaining Consent Agenda items and then consider the item removed from the Consent Agenda.

D.1 Consider approval of minutes of the Regular Meeting held May 23, 2018. ~
Graham Moore, P.E., Executive Director

D.2 Consider approval of financial reports for April and May 2018. ~ *Graham Moore,*
P.E., Executive Director

E. PUBLIC HEARINGS / PRESENTATIONS

E.1 None.

F. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive*
Director

F.2 Report on public relations activities by Gap Strategies; discussion and direction
to staff and consultants on future activities. ~ *Kara Buffington, Gap Strategies*

F.3 Update and discussion regarding the status of the Authority's Phase 1A
projects, and direction to staff and consultants. ~ *Graham Moore, P.E.,*
Executive Director

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- F.4 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- F.5 Consider adoption of Resolution 2018-06-27-001 approving a Master Agreement and Work Order #1 with Freese & Nichols, Inc. for the Authority's Phase 1B Segment D pipeline as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- F.6 Consider adoption of Resolution 2018-06-27-002 approving a Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority. ~ *Graham Moore, P.E., Executive Director*
- F.7 Consider adoption of Resolution 2018-06-27-003 approving Amendment #1 to Work Order #2 with Kimley-Horn & Associates, Inc. for additional services associated with serving as Owner's Representative for the Authority's Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*
- F.8 Consider adoption of Resolution 2018-06-27-004 approving revisions to Alliance Water's Phase 1B Program by modifying the delivery amounts and locations for Canyon Regional Water Authority. ~ *Graham Moore, P.E., Executive Director*
- F.9 Discussion of the proposed Alliance Water budget for FY 2018-19; and possible direction to staff. ~ *Graham Moore, P.E., Executive Director*
- F.10 Consider direction to the Executive Director to submit letters of support on behalf of the Authority for the Authority's Board Directors that have been nominated for positions on the Region L Planning Group. ~ *Graham Moore, P.E., Executive Director*
- F.11 Consider appointing an ad-hoc Committee to review proposals and make a recommendation on a selected firm in response to the Authority's Request for Proposals for Audit Services. ~ *Graham Moore, P.E., Executive Director*
- F.12 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

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G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

H. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – no action to be taken.

I. EXECUTIVE SESSION

- I.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 and 551.073 (Real Property Deliberations regarding:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*

- I.2 *Action from Executive Session on the following matters:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*

J. ADJOURNMENT

NOTE: *The Board of Directors may meet in Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The Board of Directors may also publicly discuss any item listed on the agenda for Executive Session.*

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A. CALL TO ORDER

No Backup Information for this Item.

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
Councilmember Jane Hughson – Vice-Chair (San Marcos)	April 2020	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2020	
Mayor Travis Mitchell (Kyle)	April 2021	
Kenneth Williams – Treasurer (Buda – City Manager)	April 2020	
Councilmember Scott Gregson (San Marcos)	April 2019	
Humberto Ramos (CRWA – Water Resources Director)	April 2021	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2021	
Tom Taggart (San Marcos – Executive Director of Public Services)	April 2021	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2019	
Councilmember Shane Arabie (Kyle)	April 2021	
Jon Clack (San Marcos – Assistant Director of Public Services)	April 2019	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2020	
Steve Parker (San Marcos – Assistant City Manager)	April 2019	

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C. PUBLIC COMMENTS (3-minute time limit, each)

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D. CONSENT AGENDA

Items D.1 and D.2 are presented as part of the consent agenda.

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D.1 Consider approval of minutes of the Regular Meeting held May 23, 2018. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- 2018 05 23 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, May 23, 2018

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, May 23, 2018 at the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas.

- A. CALL TO ORDER.
The Alliance Water Board Meeting was called to order at 3:05 p.m. by Mr. Betz.

- B. ROLL CALL.
 - **Present: Hughson, Taylor, Mitchell, Williams, Ramos, Earp, Taggart, Betz, Arabie, Clack Allen and Parker.**
 - **Absent: Hughson and Gregson.**

- C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS
 - C.1 Oath of Office and swearing in of Directors
 - **All Directors took the Oath of Office.**

 - C.2 Drawing for terms of office
 - **1-year initial term: Councilmember Gregson, Chris Betz, Jon Clack & Steve Parker**
 - **2-year initial term: Councilmember Hughson, Mike Taylor, Kenneth Williams & Pat Allen**
 - **3-year initial term: Mayor Mitchell, Humberto Ramos, James Earp, Tom Taggart and Councilmember Arabie**

- C.2 Election of Officers for the May 2018 through April 2019 Board term
- **Motion to nominate Chris Betz as Board Chair was made by Mr. Ramos, seconded by Mr. Williams and approved on an 10-0-1 vote with Mr. Betz abstaining.**
 - **Motion to nominate James Earp as Secretary was made by Mr. Parker, seconded by Mr. Arabie and approved on an 11-0 vote.**
 - **Motion to nominate Jane Hughson as Board Vice-Chair was made by Mr. Ramos, seconded by Mr. Taylor and approved on an 11-0.**
 - **Motion to nominate Kenneth Williams as Board Treasurer was made by Mr. Ramos, seconded by Mr. Taylor and approved on an 11-0.**

D. PUBLIC COMMENTS

- **None.**

E. CONSENT AGENDA

D.1 Consider approval of minutes of the Regular Meeting held April 25, 2018.

D.2 Consider adoption of Resolution 2018-05-23-001 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts.

- **Motion to approve the consent agenda as presented was made by Mr. Taylor, seconded by Mr. Ramos and approved on an 11-0 vote.**

F. PUBLIC HEARINGS / PRESENTATIONS - NONE

G. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

G.1 Report on Executive Committee activities.

- **Mr. Moore provided a report.**
- **No Action.**

G.2 Report on public relations activities by Gap Strategies; discussion and direction to staff and consultants on future activities.

- **Kara Buffington with Gap Strategies attended the meeting. Gap Strategies has continued with social media and website updates along with addressing some media questions.**
- **No Action.**

- G.3 Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants.
- **Mr. Moore provided a presentation on the Phase 1A Segment A pipeline.**
 - **Mr. Mitchell noted that he has received several calls regarding the status of the Electropurification project and wanted to clarify that Buda is not a part of that project.**
 - **Mr. Williams stated that Buda has no relationship with Electropurification and is not a part of their project.**
 - **No Action.**
- G.4 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Mr. Ryan Sowa with Kimley-Horn provided an update on the 1B Program, including the details of the Environmental and Engineering design contracts on the agenda for consideration on items G.5 through G.8.**
 - **Mr. Arabie noted that he is concerned with the high pipeline pressures and the long-term implications and costs.**
 - **Mr. Moore stated that Staff is working on options to reduce the operating pressures in the pipelines.**
 - **No Action.**
- G.5 Consider adoption of Resolution 2018-05-23-002 approving a Master Agreement and Work Order #1 with Blanton & Associates, Inc. for Environmental Services for the Authority's Phase 1B program as recommended by the Technical Committee.
- **Motion to adopt Resolution 2018-05-23-002 approving a Master Agreement and Work Order #1 with Blanton & Associates as presented was made by Mr. Ramos, seconded by Mr. Arabie and approved on an 11-0 vote.**

Items G.6 through G.8 were opened together and approved with a single motion.

- G.6 Consider adoption of Resolution 2018-05-23-003 approving Work Authorization #5 with Lockwood, Andrews & Newnam, Inc. for Preliminary Engineering Services for the Authority's Phase 1B Segment A pipeline as recommended by the Technical Committee.
- G.7 Consider adoption of Resolution 2018-05-23-004 approving Work Order #2 with K Friese & Associates, Inc. for Preliminary Engineering Services for the Authority's Phase 1B Segment B pipeline as recommended by the Technical Committee.
- G.8 Consider adoption of Resolution 2018-05-23-005 approving Work Order #4 with BGE, Inc. for Preliminary Engineering Services for the Authority's Phase 1B Segment C pipeline as recommended by the Technical Committee.

- **Motion to adopt Resolutions 2018-05-23-003, 2018-05-23-004 and 2018-05-23-005 as presented was made by Mr. Earp, seconded by Mr. Arabie and approved on an 11-0 vote.**
- G.9 Consider adoption of Resolution 2018-05-23-006 approving an Engagement Agreement for Special Counsel Services with Patricia Erlinger Carls effective July 1, 2018 for groundwater permitting legal support.
- **Mr. Moore noted that Ms. Carls is leaving her current firm, Carls, McDonald & Dalrymple and therefore is requesting a new engagement agreement effective July 1, 2018.**
 - **Motion to adopt Resolution 2018-05-23-006 approving an engagement agreement with Patricia Erlinger Carls was made by Mr. Taggart, seconded by Mr. Williams and approved on an 11-0 vote.**
- G.10 Consider adoption of Resolution 2018-05-23-007 nominating Graham Moore as a voting member to the South Central Texas Regional Water Planning Group in the interest area of Water Districts.
- **Mr. Moore reported to the Board the openings on the Region L Planning Group.**
 - **Motion to adopt Resolution 2018-05-23-007 as presented was made by Mr. Earp, seconded by Mr. Allen and approved on an 11-0 vote.**
- G.11 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- **Mr. Moore provided an update on area water meetings.**
 - **No Action.**
- H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS
- **Mr. Moore provided updates on the items in the packet.**
 - **Mr. Taylor noted that a decision is expected very soon on the Edwards Aquifer Authority Board composition lawsuit filed by LULAC.**
 - **No action.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**

- J.1 The Board recessed into Executive Session at 4:08 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, and Sections 551.072 and 551.073, to discuss water supply project partnership options and real property deliberations. The Board ended the Executive Session at 4:38 p.m. at which time it resumed with the regular session.
- J.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
 - B. Groundwater leases
 - C. Acquisition of real property for water supply project purposes
 - **No Action.**
- K. ADJOURNMENT
- **Meeting was adjourned at 4:39 p.m. based on the motion by Mr. Mitchell, second by Mr. Taggart and an 11-0 vote.**

APPROVED: _____, 2018

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

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D.2 Consider approval of financial reports for April and May 2018. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Attached are the financial reports for April and May 2018.

Attachment(s)

- 2018 04 30 Financial Report
- 2018 05 31 Financial Report

Board Decision(s) Needed:

- Approval the financial reports for April and May 2018.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
April 30, 2018**

Alliance Regional Water Authority
Balance Sheet
As of April 30, 2018

	Apr 30, 18
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	866,828.26
1010 · Broadway Savings (4415)	20,021.30
	886,849.56
Total 1004 · Broadway Bank	886,849.56
1015 · TexStar (3310)	110,204.26
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	214,374.09
1052 · Kyle Debt Service (2787)	175,403.88
1055 · San Marcos Debt Service (6390)	103,460.50
1056 · Buda Debt Service (6391)	15,960.50
	509,198.97
Total 1050 · Broadway Bank (Reserved)	509,198.97
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	2,702,434.38
1106 · BOKF, Escrow, Kyle Series 2015B	2,457,187.79
1107 · BOKF, Escrow, CRWA Series 2017A	9,631,747.39
1108 · BOKF, Escrow, Kyle Series 2017B	8,780,030.04
1109 · BOKF, Escrow, SM Series 2017C	11,213,968.72
1110 · BOKF, Escrow, Buda Series 2017D	1,567,339.65
	36,352,707.97
Total 1100 · Escrow Accounts	36,352,707.97
Total Checking/Savings	37,858,960.76
Total Current Assets	37,858,960.76
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	24,168.15
1420-02 · Hydrogeologic Support	87,576.34
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	13,149.90
	254,989.55
Total 1420 · Projects in Progress (Cash)	254,989.55
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	34,635.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	47,842.50
1430-09 · GCUWCD Monitoring Wells	91,235.12
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	41,880.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	8,024.87
	719,745.87
Total 1430 · Projects in Progress Eng (Cash)	719,745.87

Alliance Regional Water Authority
Balance Sheet
As of April 30, 2018

	Apr 30, 18
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	388,039.94
1440-02 · Engineering-Phase 1A Pump Stat	544,805.53
1440-03 · Engineering-ROW Acquisition	200,867.23
1440-04 · Phase 1A Const Observation	93,268.16
1440-05 · Phase 1A-Construction Trailer	13,346.90
1440-06 · Phase 1A Segment A Construction	445,077.56
1440-15 · Land Acquisition Phase 1B	2,776,378.13
Total 1440 · Projects in Prog Eng. (Finance)	4,461,783.45
1447 · Land & Easements	712,694.60
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	159,998.20
1448-52 · Cap Interest, Kyle Series 2015B	216,815.24
1448-53 · Cap Interest, CRWA Series 2017A	96,521.00
1448-54 · Cap Interest, Kyle Series 2017B	88,025.30
1448-55 · Cap Interest, SM Series 2017C	73,355.50
1448-56 · Cap Interest, Buda Series 2017D	10,420.80
Total 1448 · Capitalized Interest	645,136.04
1505 · Landowner Bonus Payments	1,043,191.83
1510 · GrWater Lease Acquisition Costs	1,004,905.76
1599 · Accumulated Amortization	-1,714,013.62
Total Fixed Assets	9,530,727.68
Other Assets	
1900 · Deferred Outflow	7,521.00
Total Other Assets	7,521.00
TOTAL ASSETS	47,397,209.44
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,860,000.00
Total Accounts Payable	1,860,000.00
Other Current Liabilities	
2100 · Payroll Liabilities	3,363.55
2102 · 401(a) Liability	1,385.98
2103 · Net Pension Liability	2,801.00
2300 · Accrued Costs	377,949.00
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	13,532.23
2352 · Accrued Int Payable, Kyle 2015B	18,418.65
2353 · Accrued Int Payable, CRWA 2017A	96,521.00
2354 · Accrued Int Payable, Kyle 2017B	88,025.30
2355 · Accrued Int Payable, SM 2017C	73,355.50
2356 · Accrued Int Payable, Buda 2017D	10,420.80
Total 2350 · Accrued Interest Payable	300,273.48
Total Other Current Liabilities	685,773.01
Total Current Liabilities	2,545,773.01

Alliance Regional Water Authority
Balance Sheet
As of April 30, 2018

	<u>Apr 30, 18</u>
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,775,000.00
2502 · Bond Payable, Kyle Series 2015B	3,440,000.00
2503 · Bond Payable, CRWA Series 2017A	9,865,000.00
2504 · Bond Payable, Kyle Series 2017B	8,995,000.00
2505 · Bond Payable, SM Series 2017C	11,450,000.00
2506 · Bond Payable, Buda Series 2017D	1,625,000.00
Total Long Term Liabilities	<u>39,150,000.00</u>
Total Liabilities	41,695,773.01
Equity	
2900 · Opening Bal Equity	6,167,862.67
2950 · Retained Earnings	11,772.70
Net Income	-478,198.94
Total Equity	<u>5,701,436.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>47,397,209.44</u></u>

Alliance Regional Water Authority
Profit Loss
For the One Month and Seven Months Ended April 30, 2018

	April 2018	October 2017 April 2018
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	236,953.83	467,419.30
4012 · City of Kyle	0.00	424,565.00
4013 · City of Buda	0.00	66,695.21
4014 · Canyon Regional Water Authority	0.00	492,097.50
Total 4010 · Project Contribution	236,953.83	1,450,777.01
4100 · Agriculture Lease Payment	6,500.00	6,500.00
4200 · Shared Water		
4210 · Shared Water, City of Buda	0.00	196,246.00
Total 4200 · Shared Water	0.00	196,246.00
4300 · Broadway Interest Income		
4311 · City of San Marcos	1.00	6.13
4312 · City of Kyle	29.53	79.42
4313 · City of Buda	0.25	1.31
4314 · Canyon Regional Water Authority	36.00	97.92
Total 4300 · Broadway Interest Income	66.78	184.78
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	2,915.54	17,035.84
4352 · BOKF, Kyle Series 2015B	2,651.27	15,496.41
4353 · BOKF, CRWA Series 2017A	8,294.36	28,029.52
4354 · BOKF, Kyle Series 2017B	7,560.91	25,550.92
4355 · BOKF, SM Series 2017C	9,656.90	32,633.97
4356 · BOKF, Buda Series 2017D	1,349.71	4,561.15
Total 4350 · Escrow Accounts Income	32,428.69	123,307.81
4370 · TexStar Interest Income		
4371 · City of San Marcos	52.88	1,109.73
4372 · City of Kyle	41.53	871.75
4373 · City of Buda	7.49	157.19
4374 · Canyon Regional Water Authority	45.55	955.94
Total 4370 · TexStar Interest Income	147.45	3,094.61
Total Income	276,096.75	1,780,110.21
Expenses		
6000 · Groundwater Reservation Costs	87,083.72	823,125.84
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	18,640.00	111,840.00
6020 · Shared Water, City of San Marcos	13,685.00	82,110.00
Total 6010 · Shared Water Costs	32,325.00	193,950.00
7125 · Auditing fees	8,000.00	15,500.00
7150 · Amortization Expense	17,067.49	119,472.43
7210 · Bank Fees	50.00	325.74
7220 · Escrow and Paying Agent Fees	0.00	5,150.00
7240 · Bond Issue Costs		
7240-03 · Bond Issue Costs - Buda 2017D	0.00	59,396.50
7240-04 · Bond Issue Costs - SM 2017C	0.00	257,965.25
7240-05 · Bond Issue Costs - Kyle 2017B	0.00	230,325.88
7240-06 · Bond Issue Costs - CRWA 2017A	0.00	250,582.13
Total 7240 · Bond Issue Costs	0.00	798,269.76
7325 · Dues	0.00	4,911.00
7350 · Insurance - Liability, E&O	0.00	1,731.66
7400 · Legal Fees	5,630.00	48,805.00
7410 · Newspaper Public Notices	0.00	566.28
7425 · Contract Services-Lobbyist	6,000.00	42,000.00
7430 · Agency Mgmt Public Relations	3,338.00	22,333.00
7440 · Region L Contributions	0.00	1,072.45
7450 · Permit & Fees	0.00	62,878.28
7500 · Supplies	439.29	2,598.65
7530 · Printing & Copying	0.00	1,174.30
7600 · Telephone, Telecommunications	150.00	1,050.00
7700 · Travel, Conferences & Meetings	170.08	631.87
7800 · Employee Expenses		
7810 · Salaries and wages	11,907.00	87,176.25
7820 · Auto Allowance	600.00	4,500.00
7830 · Payroll taxes	958.79	7,114.96
7840 · Employee Insurance	1,300.84	8,172.65
7850 · Retirement	790.62	5,799.03
Total 7800 · Employee Expenses	15,555.25	112,762.89
Total Expenses	175,808.83	2,258,309.15
Net Ordinary Income	100,287.92	-478,198.94
Net Income	100,287.92	-478,198.94

Alliance Regional Water Authority
Broadway Bank VISA Debit Card Transactions
 April 30, 2018

Type	Date	Name	Split	Amount	Balance
2005 - Broadway Bank Visa Card					0.00
Credit Card Charge	04/02/2018	Stamps Com	7500 - Supplies	15.99	15.99
Credit Card Charge	04/04/2018	We Rent	1440-05 - Phase 1A-Con...	1,054.34	1,070.33
Credit Card Charge	04/04/2018	Microsoft	7500 - Supplies	17.97	1,088.30
Credit Card Charge	04/04/2018	Microsoft	7500 - Supplies	5.33	1,093.63
Credit Card Charge	04/09/2018	Hampton Inn	7700 - Travel, Conferenc...	137.74	1,231.37
Credit Card Charge	04/12/2018	United Site Service	1440-05 - Phase 1A-Con...	264.56	1,495.93
Credit Card Charge	04/17/2018	Amtek Information	7500 - Supplies	100.00	1,595.93
Credit Card Charge	04/17/2018	Amtek Information	7500 - Supplies	100.00	1,695.93
Credit Card Charge	04/25/2018	Williams Scotsman	1440-05 - Phase 1A-Con...	420.95	2,116.88
Credit Card Charge	04/27/2018	Longhorn Steakhouse	7700 - Travel, Conferenc...	32.34	2,149.22
Credit Card Charge	04/30/2018	Amtek Information	7500 - Supplies	100.00	2,249.22
Credit Card Charge	04/30/2018	We Rent	1440-05 - Phase 1A-Con...	1,054.34	3,303.56
Credit Card Charge	04/30/2018	City of Buda	1440-02 - Engineering-P...	1,692.75	4,996.31
Credit Card Charge	04/30/2018	Amtek Information	7500 - Supplies	100.00	5,096.31
Check	04/30/2018	Broadway	1005 - Broadway Checki...	-5,096.31	0.00
Total 2005 - Broadway Bank Visa Card				0.00	0.00
TOTAL				0.00	0.00



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
May 31, 2018**

Alliance Regional Water Authority

Balance Sheet

06/12/18

As of May 31, 2018

Accrual Basis

	<u>May 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	833,981.05
1010 · Broadway Savings (4415)	20,023.85
Total 1004 · Broadway Bank	854,004.90
1015 · TexStar (3310)	110,365.80
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	214,395.50
1052 · Kyle Debt Service (2787)	175,418.67
1055 · San Marcos Debt Service (6390)	103,447.44
1056 · Buda Debt Service (6391)	15,936.91
Total 1050 · Broadway Bank (Reserved)	509,198.52
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	2,705,561.08
1106 · BOKF, Escrow, Kyle Series 2015B	2,460,030.74
1107 · BOKF, Escrow, CRWA Series 2017A	9,641,039.12
1108 · BOKF, Escrow, Kyle Series 2017B	8,788,500.12
1109 · BOKF, Escrow, SM Series 2017C	11,224,786.81
1110 · BOKF, Escrow, Buda Series 2017D	1,568,851.66
Total 1100 · Escrow Accounts	36,388,769.53
Total Checking/Savings	37,862,338.75
Total Current Assets	37,862,338.75
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	24,367.17
1420-02 · Hydrogeologic Support	95,070.34
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	24,986.30
Total 1420 · Projects in Progress (Cash)	274,518.97
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	34,635.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	58,465.75
1430-09 · GCUWCD Monitoring Wells	91,235.12
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	41,880.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	11,478.62
Total 1430 · Projects in Progress Eng (Cash)	733,822.87

Alliance Regional Water Authority

Balance Sheet

As of May 31, 2018

06/12/18

Accrual Basis

	<u>May 31, 18</u>
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	401,167.12
1440-02 · Engineering-Phase 1A Pump Stat	544,805.53
1440-03 · Engineering-ROW Acquisition	217,847.89
1440-04 · Phase 1A Const Observation	114,328.16
1440-05 · Phase 1A-Construction Trailer	15,086.75
1440-06 · Phase 1A Segment A Construction	1,118,373.05
1440-15 · Land Acquisition Phase 1B	2,776,378.13
1440-16 · Phase 1B-Owners Rep	153,331.54
	<hr/>
Total 1440 · Projects in Prog Eng. (Finance)	5,341,318.17
1447 · Land & Easements	727,694.60
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	165,411.08
1448-52 · Cap Interest, Kyle Series 2015B	224,182.70
1448-53 · Cap Interest, CRWA Series 2017A	115,825.20
1448-54 · Cap Interest, Kyle Series 2017B	105,630.36
1448-55 · Cap Interest, SM Series 2017C	88,026.60
1448-56 · Cap Interest, Buda Series 2017D	12,504.96
	<hr/>
Total 1448 · Capitalized Interest	711,580.90
1505 · Landowner Bonus Payments	1,043,191.83
1510 · GrWater Lease Acquisition Costs	1,004,905.76
1599 · Accumulated Amortization	-1,731,081.11
	<hr/>
Total Fixed Assets	10,508,246.19
Other Assets	
1900 · Deferred Outflow	7,521.00
	<hr/>
Total Other Assets	7,521.00
	<hr/>
TOTAL ASSETS	48,378,105.94
	<hr/> <hr/>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,860,000.00
	<hr/>
Total Accounts Payable	1,860,000.00
Other Current Liabilities	
2100 · Payroll Liabilities	5,045.31
2102 · 401(a) Liability	2,078.97
2103 · Net Pension Liability	2,801.00
2300 · Accrued Costs	377,949.00
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	18,945.11
2352 · Accrued Int Payable, Kyle 2015B	25,786.11
2353 · Accrued Int Payable, CRWA 2017A	115,825.20
2354 · Accrued Int Payable, Kyle 2017B	105,630.36
2355 · Accrued Int Payable, SM 2017C	88,026.60
2356 · Accrued Int Payable, Buda 2017D	12,504.96
	<hr/>
Total 2350 · Accrued Interest Payable	366,718.34
	<hr/>
Total Other Current Liabilities	754,592.62
	<hr/>
Total Current Liabilities	2,614,592.62

Alliance Regional Water Authority

Balance Sheet

As of May 31, 2018

06/12/18

Accrual Basis

	May 31, 18
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,775,000.00
2502 · Bond Payable, Kyle Series 2015B	3,440,000.00
2503 · Bond Payable, CRWA Series 2017A	9,865,000.00
2504 · Bond Payable, Kyle Series 2017B	8,995,000.00
2505 · Bond Payable, SM Series 2017C	11,450,000.00
2506 · Bond Payable, Buda Series 2017D	1,625,000.00
Total Long Term Liabilities	39,150,000.00
Total Liabilities	41,764,592.62
Equity	
2900 · Opening Bal Equity	6,167,862.67
2950 · Retained Earnings	11,772.70
Net Income	433,877.95
Total Equity	6,613,513.32
TOTAL LIABILITIES & EQUITY	48,378,105.94

Alliance Regional Water Authority
Profit Loss
For the One Month and Eight Months Ended May 31, 2018

	<u>May 2018</u>	<u>October 2017 May 2018</u>
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	573,575.94	1,040,895.24
4012 · City of Kyle	141,521.67	566,086.67
4013 · City of Buda	81,413.81	148,109.02
4014 · Canyon Regional Water Authority	164,032.50	656,130.00
Total 4010 · Project Contribution	<u>960,543.92</u>	<u>2,411,320.93</u>
4100 · Agriculture Lease Payment	0.00	6,500.00
4200 · Shared Water		
4210 · Shared Water, City of Buda	64,650.00	260,896.00
Total 4200 · Shared Water	<u>64,650.00</u>	<u>260,896.00</u>
4300 · Broadway Interest Income		
4311 · City of San Marcos	12.85	18.98
4312 · City of Kyle	30.51	109.93
4313 · City of Buda	1.54	2.85
4314 · Canyon Regional Water Authority	37.20	135.12
Total 4300 · Broadway Interest Income	<u>82.10</u>	<u>266.88</u>
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	3,126.70	20,162.54
4352 · BOKF, Kyle Series 2015B	2,842.95	18,339.36
4353 · BOKF, CRWA Series 2017A	9,291.73	37,321.25
4354 · BOKF, Kyle Series 2017B	8,470.08	34,021.00
4355 · BOKF, SM Series 2017C	10,818.09	43,452.06
4356 · BOKF, Buda Series 2017D	1,512.01	6,073.16
Total 4350 · Escrow Accounts Income	<u>36,061.56</u>	<u>159,369.37</u>
4370 · TexStar Interest Income		
4371 · City of San Marcos	57.93	1,167.66
4372 · City of Kyle	45.51	917.26
4373 · City of Buda	8.20	165.39
4374 · Canyon Regional Water Authority	49.90	1,005.84
Total 4370 · TexStar Interest Income	<u>161.54</u>	<u>3,256.15</u>
Total Income	<u>1,061,499.12</u>	<u>2,841,609.33</u>
Expenses		
6000 · Groundwater Reservation Costs	61,988.89	885,114.73
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	18,640.00	130,480.00
6020 · Shared Water, City of San Marcos	13,685.00	95,795.00
Total 6010 · Shared Water Costs	<u>32,325.00</u>	<u>226,275.00</u>
7125 · Auditing fees	0.00	15,500.00
7150 · Amortization Expense	17,067.49	136,539.92
7210 · Bank Fees	80.00	405.74
7220 · Escrow and Paying Agent Fees	0.00	5,150.00
7240 · Bond Issue Costs		
7240-03 · Bond Issue Costs - Buda 2017D	0.00	59,396.50
7240-04 · Bond Issue Costs - SM 2017C	0.00	257,965.25
7240-05 · Bond Issue Costs - Kyle 2017B	0.00	230,325.88
7240-06 · Bond Issue Costs - CRWA 2017A	0.00	250,582.13
Total 7240 · Bond Issue Costs	<u>0.00</u>	<u>798,269.76</u>
7325 · Dues	0.00	4,911.00
7350 · Insurance - Liability, E&O	0.00	1,731.66
7400 · Legal Fees	5,685.00	54,490.00
7410 · Newspaper Public Notices	0.00	566.28
7425 · Contract Services-Lobbyist	6,000.00	48,000.00
7430 · Agency Mgmt Public Relations	3,116.32	25,449.32
7440 · Region L Contributions	0.00	1,072.45
7450 · Permit & Fees	0.00	62,878.28
7500 · Supplies	210.05	2,808.70
7530 · Printing & Copying	0.00	1,174.30
7600 · Telephone, Telecommunications	150.00	1,200.00
7700 · Travel, Conferences & Meetings	114.63	746.50
7800 · Employee Expenses		
7810 · Salaries and wages	17,860.50	105,036.75
7820 · Auto Allowance	900.00	5,400.00
7830 · Payroll taxes	1,435.17	8,550.15
7840 · Employee Insurance	1,300.84	9,473.49
7850 · Retirement	1,185.93	6,987.35
Total 7800 · Employee Expenses	<u>22,682.44</u>	<u>135,447.74</u>
Total Expenses	<u>149,419.82</u>	<u>2,407,731.38</u>
Net Ordinary income	<u>912,079.30</u>	<u>433,877.95</u>
Net Income	<u>912,079.30</u>	<u>433,877.95</u>

Alliance Regional Water Authority
Broadway Bank VISA Debit Card Transactions
May 31, 2018

Type	Date	Name	Split	Amount	Balance
2005 - Broadway Bank Visa Card					0.00
Credit Card Charge	05/01/2018	Stamps Com	7500 · Supplies	15.99	15.99
Credit Card Charge	05/04/2018	Augies Barbed Wire	7700 · Travel, Conferences & Meetings	55.44	71.43
Credit Card Charge	05/07/2018	Brooklyn' Down	7700 · Travel, Conferences & Meetings	38.00	109.43
Credit Card Charge	05/07/2018	Microsoft	7500 · Supplies	17.97	127.40
Credit Card Charge	05/07/2018	Microsoft	7500 · Supplies	5.33	132.73
Credit Card Charge	05/11/2018	Spicy Bite	7700 · Travel, Conferences & Meetings	21.19	153.92
Credit Card Charge	05/11/2018	Office Depot	7500 · Supplies	49.29	203.21
Credit Card Charge	05/11/2018	United Site Service	1440-05 · Phase 1A-Construction Trailer	264.56	467.77
Credit Card Charge	05/17/2018	Williams Scotsman	1440-05 · Phase 1A-Construction Trailer	420.95	888.72
Credit Card Charge	05/25/2018	Office Depot	7500 · Supplies	121.47	1,010.19
Credit Card Charge	05/31/2018	We Rent	1440-05 · Phase 1A-Construction Trailer	1,054.34	2,064.53
Check	05/31/2018	Broadway	1005 · Broadway Checking (8040)	-2,064.53	0.00
Total 2005 - Broadway Bank Visa Card				0.00	0.00
TOTAL				0.00	0.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The following items were discussed by the Committee at its meeting on 6/13 meeting:

- Received an update on the Phase 1A projects (Item F.3).
- Received an update on the Phase 1B program (Item F.4)
- Recommended for approval a contract for Preliminary Engineering Services for Phase 1B Segment D to Freese & Nichols (Item F.5).
- Discussed possible changes to the Canyon Regional Water Authority delivery amounts and locations (Item F.8)
- Received an update on area water meetings (Item F.12).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

F.2 Report on public relations activities by Gap Strategies; discussion and direction to staff and consultants on future activities. ~ *Kara Buffington, Gap Strategies*

Background/Information

Representatives from Gap Strategies will attend the meeting to discuss their recent activities and to discuss some items that will occur in the next few months.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.3** Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Below are brief updates on the Phase 1A projects.

Segment A Pipeline:

- CRU is pressure testing the 24-inch pipeline. The 12-inch pipeline has already passed the testing. CRU anticipates being complete except for revegetation by the end of June, approximately 2 weeks early.

Segment B Pipeline:

- Received permit approvals from Hays County and TxDOT. Project is currently under review by Buda and will be submitted to the TWDB for their review after we receive any comments from Buda.

Pump Station:

- No response back from TCEQ as of yet, we expect comments back by July 17th. The project is set for bidding, below are the critical dates:
 - Pre-Bid Meeting: June 26, 2018
 - Bid Opening: July 17, 2018
 - Contingent Award by Alliance Water Board: July 25, 2018

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.4** Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

Ryan Sowa with Kimley-Horn will update the Board on their recent activities associated with the Phase 1B program.

Four sets of proposals are currently under review, listed below are the number of responses received for each:

- Appraisal Services – 5
- Land Survey Services – 11
- Special Legal Counsel – 6
- Water Treatment Plant Design – 4

Alliance Water received reimbursement from the TWDB for the acquisition of the Water Treatment Plant property on June 14th. The amount borrowed from San Marcos for this acquisition was re-paid on June 18th.

Attachment(s)

- Phase 1B Program Update – June 27, 2018

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
June 27, 2018

Kimley»Horn

Introduction

Ongoing Progress

Consulting Services



Kimley»Horn

Ongoing Progress

- Program Management Plan
- Stakeholder Coordination
- Budgeting
- Scheduling
- Reporting
- Data Management
- Environmental Management
- Land Acquisition Management
- TWDB Management
- Design Standards / Hydraulics
- Engineering Design Management
- Quality Assurance
- Electrical Power Planning
- Permit Coordination/Tracking
- GBRA Coordination
- Administrative / Operations Facility Layout



Kimley»Horn

Ongoing Progress

- Program Management Plan
- Stakeholder Coordination
- Budgeting
- Scheduling
- Reporting
- Data Management
- Environmental Management
- Land Acquisition Management
- TWDB Management
- Design Standards / Hydraulics
- Engineering Design Management
- Quality Assurance
- Electrical Power Planning
- Permit Coordination/Tracking
- GBRA Coordination
- Administrative / Operations Facility Layout



Kimley»Horn

Program Management Plan

Purpose

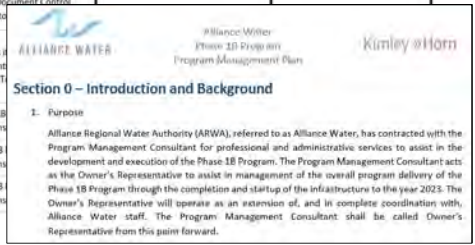
Communication

Protocol

Document Control

EXHIBIT 1-1
Alliance Water Phase 1B Program Communication Matrix

Stakeholder	Directly Communicates with the following Alliance Water Phase 1B Program Stakeholders:	May Directly Communicate with the following Alliance Water Phase 1B Program Stakeholders regarding contracts:	Comments
ARWA Board	Any Stakeholder		
ARWA Technical Committee	ARWA Board, Executive Director, and ARWA Phase 1B Program Manager Consultant		
Executive Director	Any Stakeholder	ARWA Phase 1B Program Manager Consultant	
ARWA Phase 1B Program Manager Consultant	Any Stakeholder	Executive Director and Consultants	
ARWA Phase 1B Project Manager	ARWA Phase 1B Program Manager Consultant, Document Control Administrator		
Document Control Administrator	Any Stakeholder as Management/Coordination and ARWA T		
Consultants	ARWA Phase 1B Cons		
Other External Stakeholders	ARWA Phase 1B Cons		
Third Parties	ARWA Phase 1B Cons		



Engineering Design & Environmental Management

Notice to Proceed – June 11th:

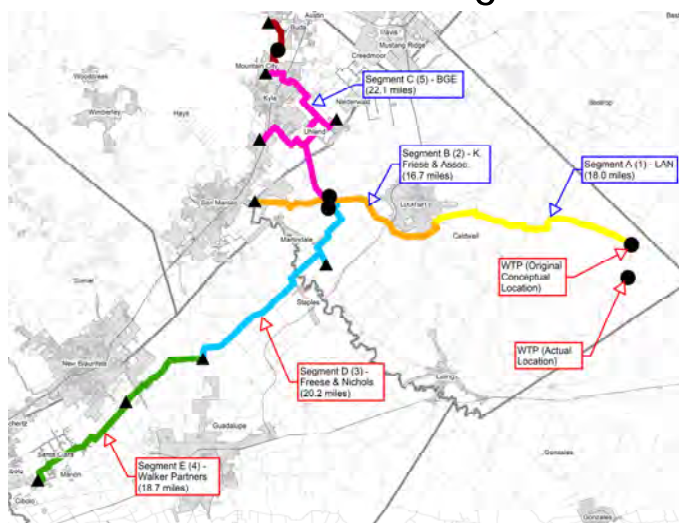
- 3 Pipeline Consultants
- Environmental Consultant

Initial Pipeline Tasks

- Windshield surveys
- Data collection

Initial Environmental Tasks

- Key agency coordination



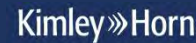
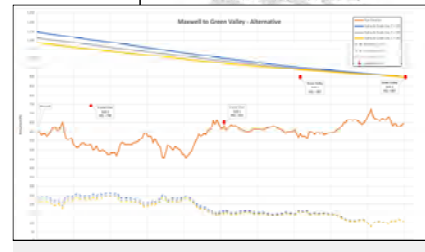
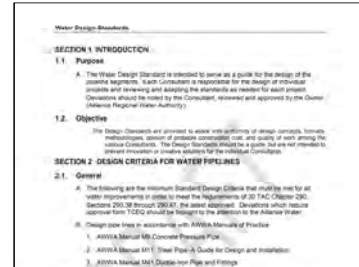
Design Standards / Hydraulics

Pipeline Design Standards

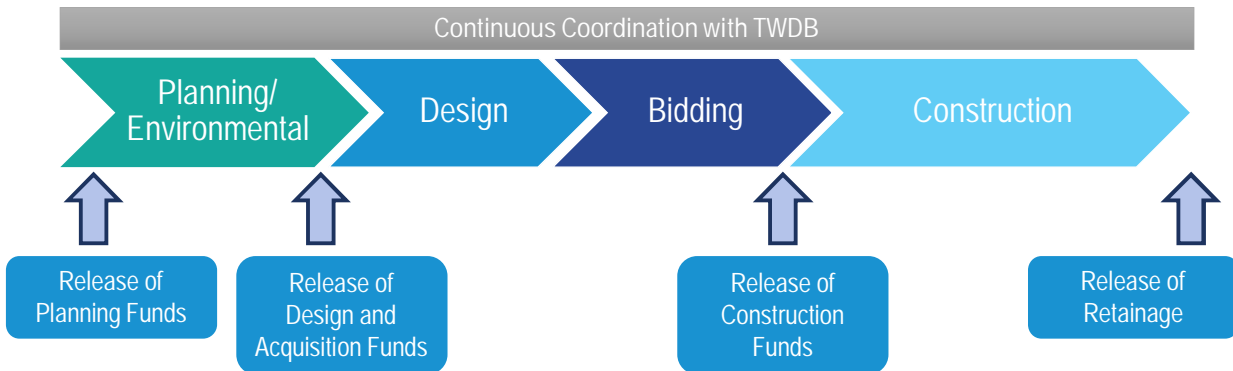
- Currently under Alliance Water review

Hydraulics

- Continued analysis of CRWA delivery
- To be discussed further under Item F.4



Texas Water Development Board (TWDB) Management



Upcoming Funding Releases:

1. Water Treatment Plant / Well Field Land Acquisition Funding
2. Planning Funding – consultant contracts



Questions?

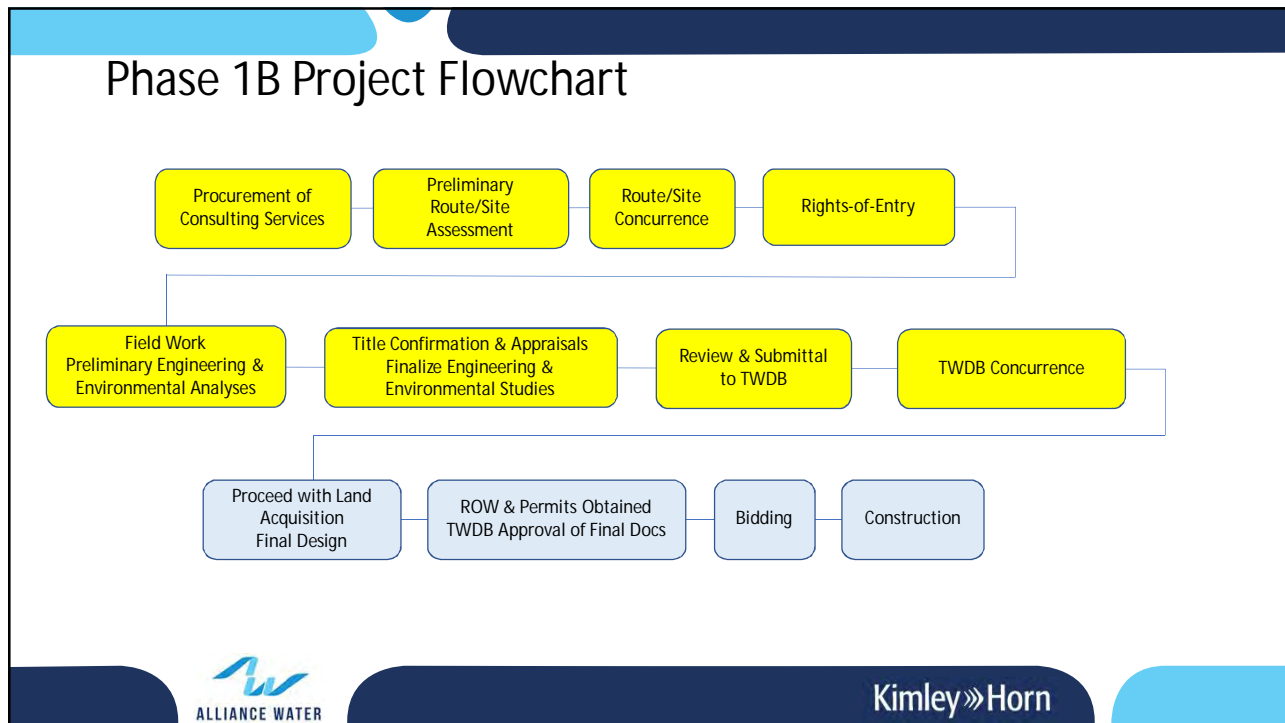
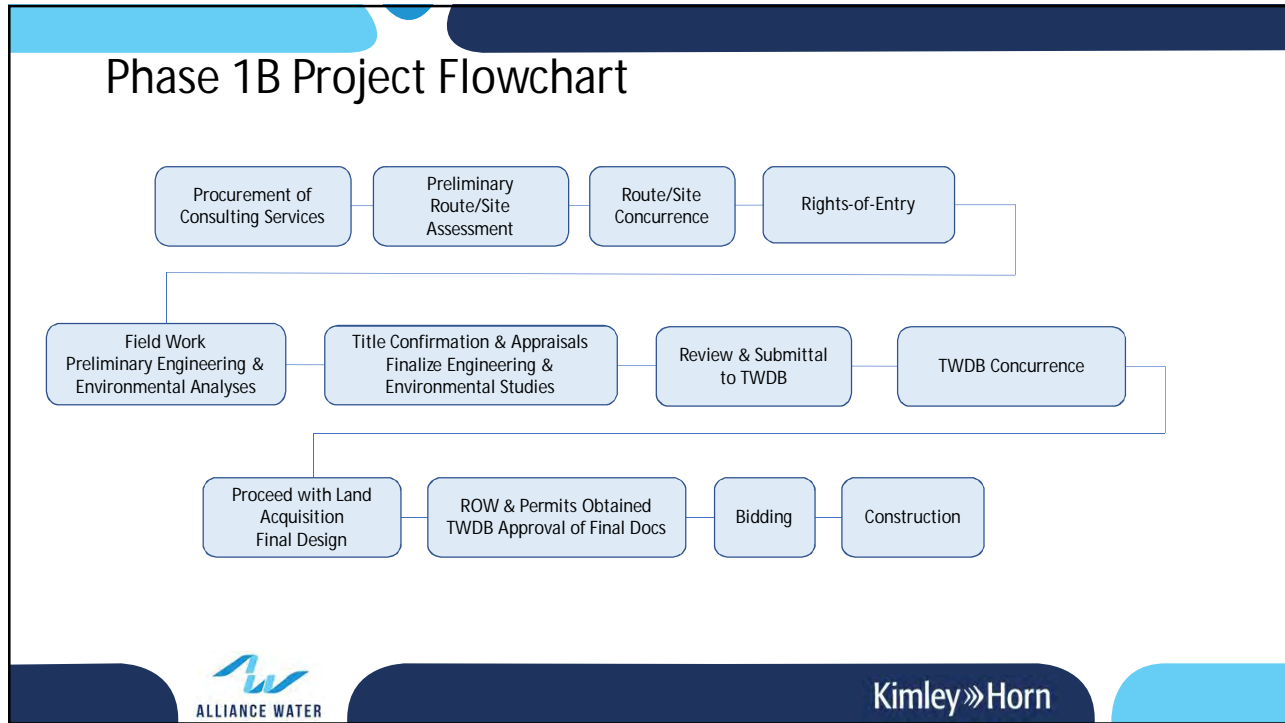


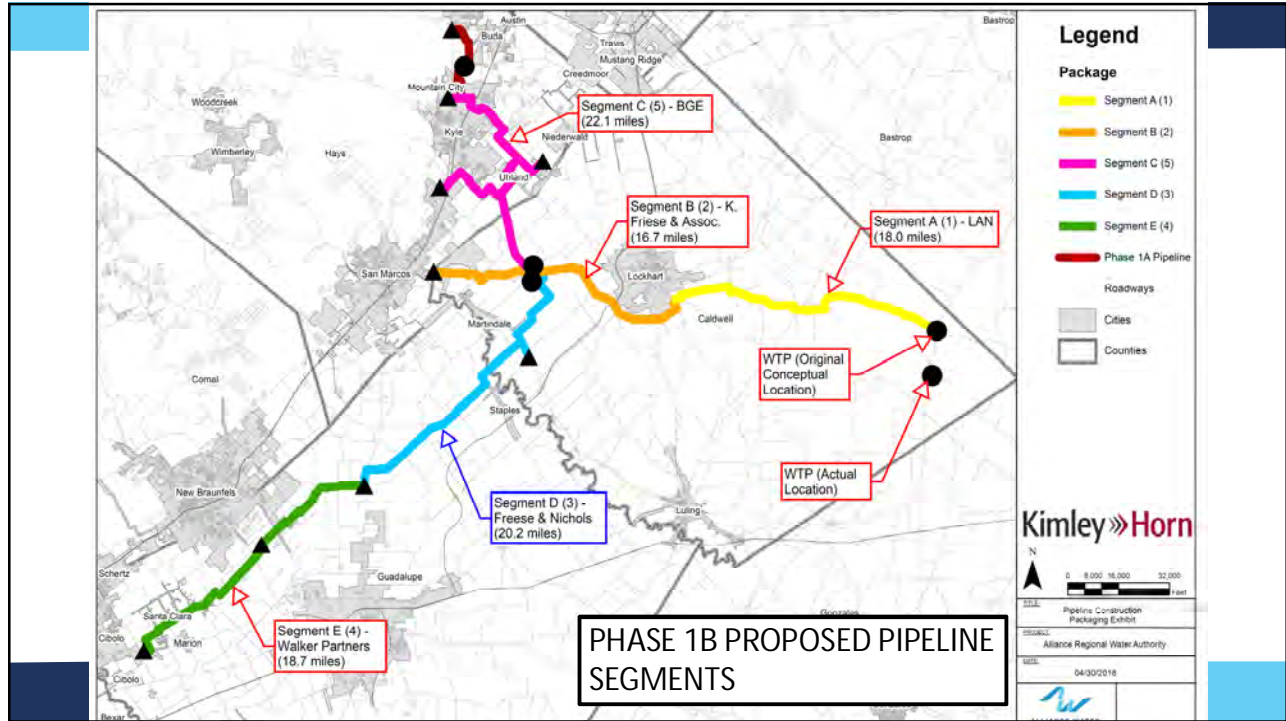
Kimley»Horn

Consulting Services



Kimley»Horn





Phase 1B Transmission Pipeline Design Services

Five (5) selected consultants, three (3) approved at May Board meeting

Scope through preliminary design phase, to include:

- Evaluating pipeline route
- Determining easement requirements
- Develop engineering report for TWDB approval
- Does not include Final Design, Bidding, or Construction Phase

Significant coordination with Environmental and Land Acquisition Teams

Phase 1B Transmission Pipeline Design Services

Segment	Selected Consultant	Proposal Basic Services	Supplemental Services*	Total Proposal
A	LAN, Inc.	\$ 595,455	\$ 71,787	\$ 667,242
B	K Friese + Assoc.	\$ 565,417	\$ 65,712	\$ 631,129
C	BGE, Inc.	\$ 614,626	\$ 74,706	\$ 689,332
D	Freese and Nichols, Inc.	\$ 597,714	\$ 71,192	\$ 668,906

* Supplemental services includes geotechnical services as well as additional meetings



Kimley»Horn

Phase 1B Transmission Pipeline Design Services

Segment	Anticipated Construction Cost	Anticipated Engineering Basic Services Fee through Construction (7% - 8%)*		Preliminary Engineering Proposal (Basic Services)	Preliminary Engineering Fee as a % of Total Engineering	
A	\$ 31,100,000	\$ 2,177,000	\$ 2,488,000	\$ 595,455	24%	27%
B	\$ 26,900,000	\$ 1,883,000	\$ 2,152,000	\$ 565,417	26%	30%
C	\$ 35,400,000	\$ 2,478,000	\$ 2,832,000	\$ 614,626	22%	25%
D	\$ 31,900,000	\$ 2,233,000	\$ 2,552,000	\$ 597,714	23%	27%

* Does not include survey, geotechnical, environmental, subsurface utility engineering (potholing)



Kimley»Horn

Questions?



Kimley»Horn

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.5** Consider adoption of Resolution 2018-06-27-001 approving a Master Agreement and Work Order #1 with Freese & Nichols, Inc. for the Authority's Phase 1B Segment D pipeline as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

The Executive Director and the Owner's Representative negotiated the scope and fee for the preliminary engineering design with Freese & Nichols, Inc. The effort includes preliminary design work (evaluate pipeline route, determine easement requirements, develop engineering report, etc.). The work order does not include final design, bidding or construction phase services – a future work order is anticipated for these efforts.

Below are some of the key facts regarding the Phase 1B Segment D proposal:

Firm: Freese & Nichols, Inc.

Fee: \$668,906

Work Order Type: Lump Sum

Anticipated Duration: 12 months

Project Manager: Anne Hoskins, P.E.

Key Subconsultants: Brierley Associates (Trenchless) and Arias Associates (Geotechnical)

Staff is requesting that the Committee recommend Board approval of a Work Order with a fee for the basic services of \$597,714 and a fee for supplemental effort in an amount not-to-exceed \$71,192 for a total fee of \$668,906. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2018-06-27-001
- Master Agreement with Freese & Nichols
- Work Order #1 for Preliminary Engineering Services for the Phase 1B Program

Technical Committee Recommendation

- Technical Committee unanimously recommended approval of Work Order #1 with Freese & Nichols.

Board Decision(s) Needed:

- Adoption of Resolution 2018-06-27-001 approving a Master Agreement and Work Order #1 with Freese & Nichols, Inc. for the preliminary design of Phase 1B Segment D pipeline.



ALLIANCE WATER

RESOLUTION NO. 20180627-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A MASTER AGREEMENT AND A WORK ORDER BETWEEN THE AUTHORITY AND FREESE & NICHOLS, INC. FOR ENGINEERING SERVICES RELATED TO THE AUTHORITY'S PHASE 1B PROGRAM AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") is in need of professional engineering services in order for the Authority's Phase 1B Program to be developed.

2. The Authority issued a request for qualifications (RFQ) for Treated Pipeline Engineering Design services in December 2017. The review committee selected five engineering firms, one each corresponding to the five treated pipeline segments in the Authority's Phase 1B Program. The Authority's Executive Director assigned the pipeline segments to the engineering firms, including Segment D to Freese & Nichols.

3. The Authority anticipates the possibility of contracting with Freese & Nichols for multiple work orders, therefore a master services agreement is necessary.

4. The Authority hired Kimley-Horn & Associates to serve as the Owner's Representative for the Authority's Phase 1B Program. The Owner's Representative role is to assist the Authority with development of the whole Phase 1B Program, including coordination with all consultants after selection through completion of the Program.

5. The Master Agreement was negotiated by the Executive Director and Legal Counsel. The scope of services and fee for the attached work order was negotiated by the Executive Director and the Owner's Representative on behalf of the Authority. The work order references terms and conditions in the Master Agreement.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:

SECTION 1. The attached Master Agreement and work order for Preliminary Engineering Services for the Phase 1B Program between the Authority and Freese & Nichols is approved.

SECTION 2. The Chair of the Authority's Board of Directors is authorized to execute the attached Master Agreement on behalf of the Authority.

SECTION 3. The Authority's Executive Director, Graham Moore, is authorized to execute the attached Work Order #1 on behalf of the Authority.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage.

Resolution 20180627-001
Phase 1B Segment D – Engineering Services

ADOPTED: June 27, 2018.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Master Agreement between Alliance Regional Water Authority and Freese & Nichols, Inc. for Professional Engineering Services

This Master Agreement (this "Agreement") is made as of _____, 2018 between the Alliance Regional Water Authority ("Alliance Water"), a political subdivision of the State of Texas, Freese & Nichols, Inc. (the "Consultant"), a corporation. The services the Consultant will provide to Alliance Water under this Agreement relate generally to the development of water supply projects by Alliance Water.

Alliance Water and the Consultant, in consideration of their mutual covenants in this Agreement, agree as set forth in this Agreement and in each Work Order issued by Alliance Water to the Consultant.

This Agreement does not obligate Alliance Water to issue Work Orders to the Consultant, but this Agreement will control and govern all services performed by the Consultant under Alliance Water Work Orders, and will define the rights, obligations, and liabilities of Alliance Water and the Consultant.

Section 1. Work Orders

A. Alliance Water may from time to time request the Consultant to perform services under this Agreement by issuing a Work Order to the Consultant. The Work Order will set forth a scope of work that includes:

1. The project name, if a specific project is involved;
2. The location of the work site, if work on a project site is involved;
2. A description of the services to be performed, including data to be collected, analyses to be performed, engineering design to be completed and coordination with Alliance Water's contractors, other consultants, and regulatory authorities, and deliverables to be provided;
3. A schedule for commencement, progress and completion of the services;
4. Whether the Consultant's cost proposal is based on a fixed-fee, hourly rate, or other method of compensation; if a fixed fee will be used, any significant assumptions associated with the fee amount will be stated; and
5. Any other specifications or requirements applicable to the services.

B. If compensation in a Work Order is based on a fixed fee, and the Work Order includes assumptions associated with the fee, the assumptions will serve as a general guide for the Consultant's level of effort. The assumptions will not be used as a basis for a requests for additional compensation unless the Consultant's level of effort is a substantial deviation from the previously agreed scope of services. The Consultant will notify Alliance Water of any work the Consultant considers to be such a substantial deviation and submit a request for additional compensation with an estimate of the Consultant's additional fees prior to performing the work. The Consultant will provide any clarifying information requested by Alliance Water. Alliance Water will promptly render a decision on the request, which will be final.

C. A Work Order may be prepared in draft form by Alliance Water and provided to the Consultant for comment and development of a cost proposal, or it may be prepared in draft form by the Consultant for comment by Alliance Water.

D. Upon Alliance Water's approval of a Work Order, the Consultant will commence performing the services. Facsimiles or emails of Work Orders may be used in emergency situations to expedite the commencement of services.

Section 2. Standards of Performance

A. The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.

B. In performing all services under this Agreement, the Consultant will use the standards of care and skill exercised for similar engagements by professional engineering firms possessing a statewide or national reputation for the types of services involved under this Agreement.

C. Any provisions in this Agreement pertaining to Alliance Water's review, approval or acceptance of written materials prepared by the Consultant in connection with this Agreement will not diminish the Consultant's responsibility for the materials.

D. The Consultant will perform all of its services in coordination with Alliance Water and its Program Manager / Owner's Representative. The Consultant will advise Alliance Water of data and information the Consultant needs to perform its services, and the Consultant will meet with Alliance Water representatives at mutually convenient times to assemble this data and information.

E. In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

F. The Consultant understands that funds for these services are being provided by the Texas Water Development Board from the State Water Implementation Fund of Texas ("SWIFT"). The Consultant will perform all of its services in accordance with applicable laws, rules and regulations related to SWIFT funding, including, without limitation, those relating to environmental matters and participation by historically underutilized businesses.

Section 3. Consultant's Responsibilities

A. The Consultant will perform all of the services described in each Work Order in a timely, professional manner in accordance with the schedule and the Standards of Performance stated in Part 2 above.

B. The Consultant will submit detailed monthly invoices to Alliance Water during the period of the Consultant's performance of services showing either the percentage of work completed (fixed fee agreements), or the services performed and the personnel and hourly rates (hourly rate agreements). Reimbursable expenses, if not included in other fees, will be charged at cost.

C. The Consultant will secure Alliance Water's prior written approval for the Consultant's subcontracting of any services under this Agreement. If a subcontractor is identified in a Work Order, approval of the Work Order by Alliance Water will constitute approval of the subcontractor. Any change in subcontractor by the Consultant will be subject to the written approval of Alliance Water. The Consultant will ensure that any services subcontracted are specified by a separate written agreement that includes a statement that the agreement is subject to all terms and provisions of this Agreement.

Section 4. Alliance Water's Responsibilities

- A. Alliance Water will provide information to the Consultant regarding Alliance Water's requirements for the Consultant's services under this Agreement. Alliance Water will furnish the Consultant with copies of Alliance Water policies and procedures, and other data and information in Alliance Water's possession needed by the Consultant, at the Consultant's request.
- B. Alliance Water will designate an authorized representative to act on Alliance Water's behalf with respect to this Agreement. Alliance Water reserves the right in its sole discretion to modify this designation with respect to all or part of the Phase 1B Program.
- C. Alliance Water will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by Alliance Water.
- D. Alliance Water will make payments to the Consultant on a monthly basis during the period of the Consultant's performance of services. Payments will be made within 30 days of receipt of invoices by Alliance Water. If a material question arises about a portion of an invoice, Alliance Water will pay the remainder of the invoice pending resolution of the question.

Section 5. Consultant's Records

- A. All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to Alliance Water and will be available to Alliance Water at mutually convenient times.
- B. Alliance Water and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
- C. The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to Alliance Water, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to Alliance Water all of its records relating to this Agreement for retention by Alliance Water.
- D. The Consultant will furnish to Alliance Water at such time and in such form as Alliance Water may require, financial statements including audited financial statements, records, reports, data and information, as Alliance Water may request pertaining to the matters covered by this Agreement.

Section 6. Ownership of Documents

All documents prepared by the Consultant in connection with this Agreement will become the property of Alliance Water whether or not any project related to this Agreement is executed. Alliance Water agrees such documents are not intended or represented to be suitable for reuse for another project by Alliance Water or others. Any such reuse by Alliance Water or anyone who obtains the documents from Alliance Water without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant.

Section 7. Term; Termination of Agreement

- A. The term of this Agreement begins upon its execution by Alliance Water, and will end upon the Consultant's completion, and Alliance Water's acceptance, of all services described in this Agreement.
- B. This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- C. This Agreement may be terminated at will by Alliance Water upon 30 days prior written notice to the Consultant.
- D. In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by Alliance Water to be in accordance with this Agreement. This amount will be paid by Alliance Water upon the Consultant's delivering to Alliance Water a final report of the status of its services under this Agreement, whether completed or in progress.

Section 8. Insurance and Indemnity

- A. The Consultant will hold harmless, indemnify and defend Alliance Water and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees or agents under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by Alliance Water arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for breach of fiduciary duty or malfeasance, or personal injuries, death or damages to property.
- B. The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to Alliance Water a certificate or certificates in a form satisfactory to Alliance Water, showing that the Consultant has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to Alliance Water, and will name Alliance Water as an additional insured on all coverages except workers' compensation and professional liability. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence, (2) Motor vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, not less than \$500,000 for all injuries in a single accident, and not less than \$250,000 for property damage, and (3) Professional liability insurance in an amount not less than \$1,000,000.

C. The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. Alliance Water's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

Section 9. Miscellaneous Provisions

A. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

B. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

C. In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability.

D. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

E. The provisions of this Agreement are deemed to be severable. If any provision in this Agreement is found to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect.

F. All services provided pursuant to this Agreement are for the exclusive use and benefit of Alliance Water.

G. Alliance Water is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Public Information Act. However, the Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of Alliance Water.

H. Each party represents that this Agreement has been approved in accordance with all applicable rules and policies, and the party's signatories are fully authorized to execute this Agreement on behalf of the party. Alliance Water and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Alliance Water nor the Consultant may assign, sublet or transfer any interest in this Agreement without the written consent of the other.

I. This Agreement represents the entire and integrated agreement between Alliance Water and the Consultant, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the Consultant's scope of services or compensation in a Work Order issued under this Agreement are subject to the written approval of Alliance Water in accordance with its policies.

Otherwise, this Agreement may be amended only by written instrument approved by Alliance Water's governing body and signed by both Alliance Water and the Consultant.

J. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

K. In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, or any Work Order issued under this Agreement, the provisions imposing greater responsibility on the Consultant will control.

L. Any notice required under this Agreement shall be in writing, to the following address, and given personally, by registered or certified mail, return receipt requested, by a nationally recognized overnight courier service, or by confirmed email. All notices shall be effective upon the date of receipt. A party that changes its notice information will notify the other party of the change no later than the date the change takes effect.

Consultant:

[Consultant Name]

[Consultant Address]

[Consultant Address]

Email: [Consultant email]

Alliance Regional Water Authority

Graham Moore, Executive Director

Alliance Regional Water Authority

630 East Hopkins Street

San Marcos, TX 78666

Email: gmoore@alliancewater.org

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Alliance Regional Water Authority	Freese & Nichols, Inc.
Chris Betz, Chair, Board of Directors	Signature
	Printed name, title
Attest:	Attest (for corporation)
James Earp, Secretary, Board of Directors	Signature
	Printed name, title
Date	Date

Work Order No. 001

Pursuant and subject to the Master Service Agreement between the Alliance Regional Water Authority (Alliance Water) and Freese & Nichols, Inc. (Engineer), Alliance Water requests the Engineer to perform the services described below:

Work Site: <u>Caldwell and Guadalupe counties</u>
Work to Be Performed: <u>Preliminary Engineering Services for the Phase 1B Segment D Treated Pipeline project, as noted in the attached scope of services letter dated June 6, 2018.</u>
Date to Commence: <u>July 9, 2018</u>
Date to Complete: <u>December 31, 2019.</u>
Cost Proposal to be: <u>Fixed Fee of \$597,714</u>
Other Information/Requirements: <u>Supplemental services must be authorized by a separate work order, should the need arise.</u>

Acceptance:

Alliance Regional Water Authority

Freese & Nichols, Inc.

By: _____
Signature
Graham Moore, Executive Director

By: _____
Signature

Date: _____

Date: _____

06/06/2018

Ryan Sowa, P.E.
Kimley-Horn

Re: Alliance Regional Water Authority – Phase 1B – Segment D 30% Design Fee Proposal

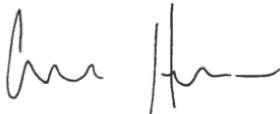
Dear Mr. Sowa:

Freese and Nichols is pleased to submit our proposal for 30% Design of the Alliance Regional Water Authority (ARWA) Segment D project. We have attached the following documents associated with Segment D for your review and discussion:

- Scope of Work (Previously Approved)
- Overall Project Area Map (For Information Purposes)
- Proposed Level of Effort Spreadsheet
- Study Level Opinion of Probable Construction Cost
- Subconsultant Proposals for Brierley and Arias

Please don't hesitate to reach out with any questions or concerns. We look forward to working with ARWA and Kimley-Horn on this important project.

Sincerely,



Anne Hoskins
Project Manager

Alliance Regional Water Authority – Phase 1B
30% Design Pipeline Scope
Segment D

Basic Services

1. Project Management
 - 1.1. Prepare Monthly Summary Reports/Invoicing
 - 1.2. Develop QA/QC Plan and Implementation
 - 1.3. Develop Project Management Plan
 - 1.4. Schedule Development and monthly updates – schedule shall cover preliminary design phase through construction. Schedule will be developed in Microsoft Project format
 - 1.5. Risk Register development and monthly updates
 - 1.6. Ongoing coordination and communications with Owner’s Representative and Subconsultants, and internal Team Meetings
 - 1.7. Meetings
 - 1.7.1. Prepare for and conduct Progress Meetings with Owner’s Representative (10 meetings)
 - 1.7.2. Prepare for and conduct half-day coordination workshops (2 workshops)
 - 1.7.3. Prepare meeting notes and agendas for all meetings
 - 1.8. Deliverables
 - 1.8.1. Draft QA/QC Plan in Adobe PDF format
 - 1.8.2. Draft Project Management Plan in Adobe PDF format
2. Review of Pipeline Design Standards
 - 2.1. Review and provide comments on draft pipeline design standards prepared by Owner’s Representative
 - 2.2. Meetings
 - 2.2.1. Attend workshop to discuss comments on draft Pipeline Design Standards
 - 2.3. Deliverables
 - 2.3.1. Comments on Draft Pipeline Design Standards in Adobe PDF format
3. Environmental Coordination
 - 3.1. Review initial investigation
 - 3.2. Ongoing coordination to identify and provide additional information needed during both desktop and field level analyses
 - 3.3. Meetings
 - 3.3.1. Conduct coordination meetings with Environmental Consultant (4 meetings)
 - 3.3.2. Whenever feasible, meet with Environmental Consultant and Land Acquisition Consultant Team simultaneously for coordination
 - 3.3.3. Prepare meeting notes and agendas for all meetings
4. Land Acquisition Coordination
 - 4.1. Verify right-of-entry needs
 - 4.2. Verify easement requirements
 - 4.2.1. Temporary Construction Easements
 - 4.2.2. Permanent Easements
 - 4.3. Meetings

Alliance Regional Water Authority – Phase 1B
30% Design Pipeline Scope
Segment D

- 4.3.1. Conduct coordination meetings with Land Acquisition Consultant Team (4 meetings)
 - 4.3.2. Whenever feasible, meet with Environmental Consultant and Land Acquisition Consultant Team simultaneously for coordination
 - 4.3.3. Coordination meetings with Land Acquisition Consultant Team and Land Owners (8 meetings)
 - 4.3.4. Prepare meeting notes and agendas for all meetings
5. Permit Coordination
- 5.1. Identify anticipated permits and points of contact. Summarize all permits, requirements, points of contact and status in permitting log.
 - 5.2. Identify permit requirements and schedule
 - 5.3. Perform ongoing coordination and communication with each permitting entity
 - 5.4. Meetings
 - 5.4.1. Conduct coordination meetings with each of the following entities/agencies (assume 1 meeting each):
 - 5.4.1.1. TxDOT
 - 5.4.1.2. UPRR (if applicable)
 - 5.4.1.3. Cities
 - 5.4.1.4. Counties
 - 5.4.1.5. Other impacted entities/agencies (two maximum)
 - 5.4.2. Prepare meeting notes and agendas for all meetings
6. Public and Private Utility Coordination
- 6.1. Identify points of contact for public and private utilities
 - 6.2. Record Research/Level D SUE
 - 6.2.1. GIS files
 - 6.2.2. Record Drawings
 - 6.2.3. Utility Block Maps
 - 6.2.4. Other
 - 6.2.5. Develop existing utilities base map in AutoCAD and ArcGIS formats
 - 6.3. Alliance Water Sponsors
 - 6.3.1. Confirm location of delivery points
 - 6.4. Develop Level A and B SUE needs for future design phases based on preliminary alignment
 - 6.5. Develop a utility conflict/coordination matrix to track anticipated impacted utilities. The matrix will designate future utility location needs identified in Task 6.4
 - 6.6. Perform ongoing coordination and communication with utilities identified in the matrix in task 6.5 including any coordination required with the Vista Ridge Pipeline project.
 - 6.7. Meetings
 - 6.7.1. Conduct coordination meetings with impacted utilities – assume six 3-hour meetings for budgeting
 - 6.7.2. Conduct meetings with Alliance Water Sponsors to confirm delivery points (4 meetings)
 - 6.7.3. Prepare meeting notes and agendas for all meetings

Alliance Regional Water Authority – Phase 1B
30% Design Pipeline Scope
Segment D

7. Desktop Alignment Evaluation
 - 7.1. Perform windshield survey of potential alignments within the alignment corridor identified in the Phase 1B Pipeline Route Analysis Report prepared (provided by Owner's Representative) for the Alliance Regional Water Authority. Alignment studies outside of this corridor are an Additional Service.
 - 7.2. Existing route review and evaluation
 - 7.3. Perform conflict analysis
 - 7.4. Confirm route, identify any deviations, and provide recommendations
 - 7.5. Identify proposed trenchless crossings and potential installation methods (jack and bore, tunnel, HDD, etc.)
 - 7.6. Perform an additional alignment review and analysis of up to three routes within one mile of the alignment approach to the future selected pump station location. Provide input to the Owner's Representative regarding the pipeline route that may impact the selection of a pump station location. The task includes coordination with program booster pump station project consultant. (Assume 1 meeting)
 - 7.7. Route coordination with Segment 2, Segment 5 and Pump Station Consultants
 - 7.8. Evaluate and provide recommendations for preliminary geotechnical investigation (number of bores, depths, testing)
 - 7.9. Prepare and submit Pipeline Routing Technical Memorandum with Route Exhibits and preliminary opinion of probable construction costs. Route exhibits will be 11x17 sheets with plan view only.
 - 7.10. Address comments provided by Owner and Owner's Representative
 - 7.11. Meetings
 - 7.11.1. Draft Technical Memorandum review meeting
 - 7.11.2. Prepare agenda and meeting minutes
 - 7.12. Deliverables
 - 7.12.1. Recommended pipeline route in AutoCAD and ArcGIS formats
 - 7.12.2. Draft Technical Memorandum with Route Exhibits in Adobe PDF format
 - 7.12.3. Comment response table
 - 7.12.4. Final Technical Memorandum with Route Exhibits in Adobe PDF format
8. Engineering Feasibility Report Development
 - 8.1. Develop route recommendations and 30% Plan & Profiles
 - 8.1.1. Scale 1" = 100'H (11"x17" sheets)
 - 8.1.2. GIS topography – LIDAR data will be provided by Owner's Representative
 - 8.1.3. Show critical crossings (creeks, roads, trenchless, etc.)
 - 8.1.4. Show proposed appurtenances (valves, blow-off assemblies, air valves)
 - 8.2. Preliminary Pipeline Design
 - 8.2.1. Confirm pipeline material and pressure class of pipe based on the hydraulic grade provided by Owner and Owner's Representative

Alliance Regional Water Authority – Phase 1B
30% Design Pipeline Scope
Segment D

- 8.2.2. Identify proposed trenchless methods for the San Marcos River crossings, other creeks and roads.
- 8.3. Update preliminary opinion of probable construction cost
- 8.4. Prepare and submit Engineering Feasibility Report (EFR) in accordance with Texas Water Development Board (TWDB) format and requirements. The EFR should address/include the following:
 - 8.4.1. Executive Summary
 - 8.4.2. Introduction
 - 8.4.3. Design criteria
 - 8.4.4. Selected alignment and alternatives considered
 - 8.4.5. Required permits and associated permitting entity
 - 8.4.6. Required utility conflicts and associated utility companies
 - 8.4.7. Trenchless construction considerations
 - 8.4.8. Creek crossings and geomorphological considerations
 - 8.4.9. Constructability considerations
 - 8.4.10. Staging/hauling/spoils considerations
 - 8.4.11. Pipeline testing considerations
 - 8.4.12. Future access and maintenance considerations
 - 8.4.13. Surface restoration
 - 8.4.14. Traffic control and impacts to the public
- 8.5. Compilation of Parcel Easement Worksheets will be included as an Appendix to the EFR. A template for this worksheet will be provided by the Owner's Representative. A separate worksheet will be completed for each easement proposed across each parcel, and will include information such as: parcel number, owner information, address, proposed pipeline length and appurtenances, acreage to be acquired, environmental concerns, existing utilities, and property owner requests or concerns
- 8.6. Address comments provided by Owner and Owner's Representative
- 8.7. Address comments provided by TWDB
 - 8.7.1. Directly coordinate with TWDB to clarify and clear comments provided by TWDB as required (with the inclusion of the Owner's Representative)
- 8.8. Meetings
 - 8.8.1. Draft EFR review meeting
 - 8.8.2. Prepare agenda and meeting minutes
- 8.9. Deliverables
 - 8.9.1. Updated pipeline route in AutoCAD and ArcGIS formats (if modified from Task 7)
 - 8.9.2. Draft EFR in Adobe PDF format
 - 8.9.3. Comment response table
 - 8.9.4. Final EFR in Adobe PDF format

Alliance Regional Water Authority – Phase 1B
30% Design Pipeline Scope
Segment D

Supplemental

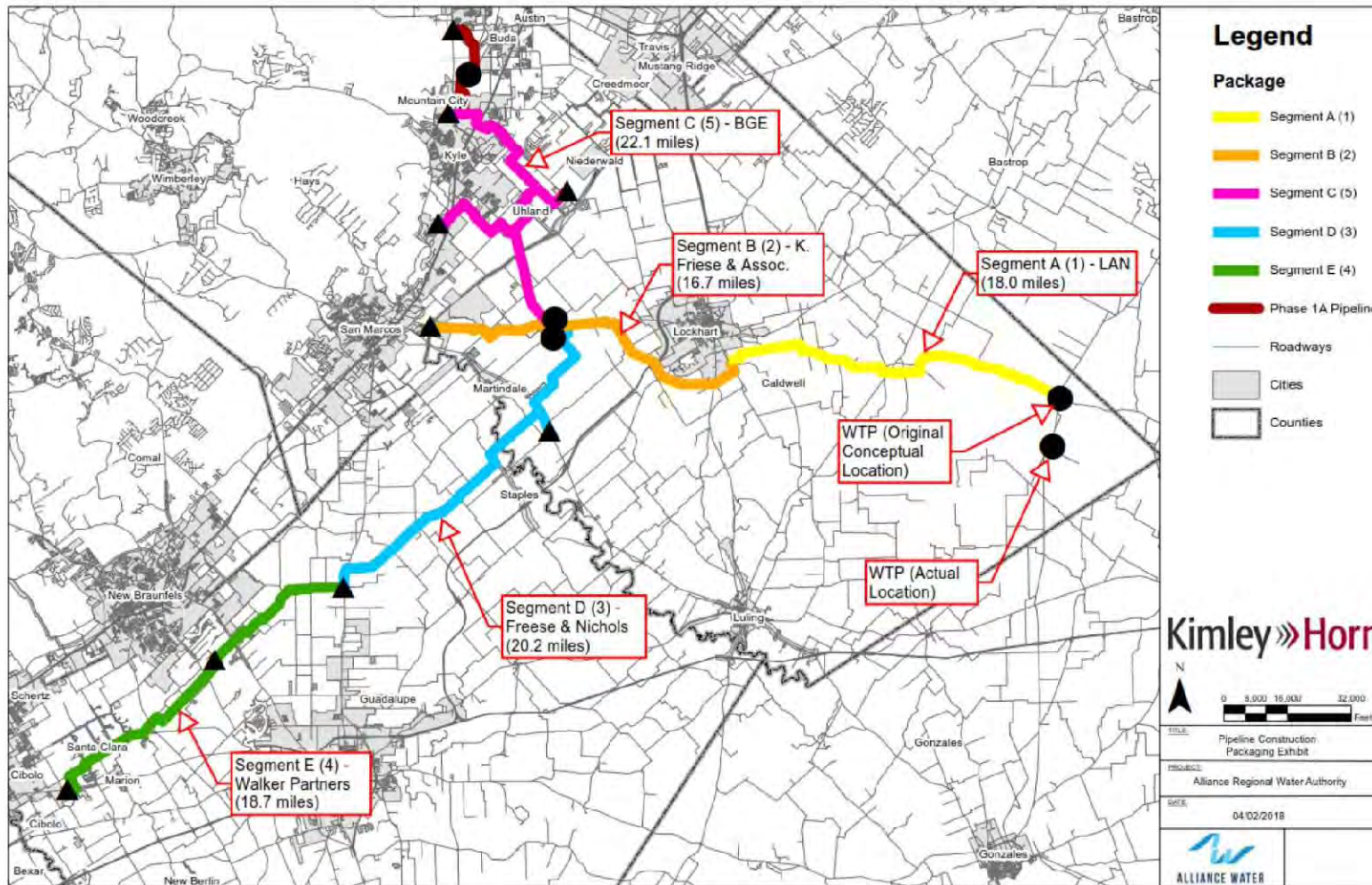
- A. Preliminary Geotechnical Investigation. Perform bores along alignment to establish representative subsurface conditions and at major trenchless crossings (major highways, rivers, etc.). Based on recommendations in Task 7.8. For scoping purposes, twenty (20) bores to an average depth of twenty (20) feet are assumed. Based upon findings during 30% Design Phase, additional bores may be required for Final Design.

- B. Additional meetings. Attend meetings in addition to those identified in the Basic Services. For scoping purposes, assume ten (10) additional meetings to be held in the immediate vicinity of the project

Assumptions

- 1. The 30% Design Phase of work will be approximately 12 months in length. This phase may run up to 18 months in length to account for environmental permitting efforts but project meetings and all other work except environmental permitting assistance will be confined to 12 months.
- 2. A Risk Register Template will be provided by Owner’s Representative.
- 3. Workshops are anticipated to be a Kick-off Workshop and a Pre-EFR Workshop.
- 4. Land Acquisition Consultant Team will prepare, maintain, and share a database of easement tract information.
- 5. Pipeline route is assumed to follow corridor identified in the Phase 1B Pipeline Route Analysis Report (provided by Owner’s Representative) and alignment evaluation will be limited to modifications within the identified corridor.
- 6. System integration will be the responsibility of others. Segment will end at the fence/property line.
- 7. Owner’s Representative will provide information common to all segments to be included in EFR.
- 8. Owner’s Representative will be primary contact with TWDB and will facilitate submittals and coordination.
- 9. Owner’s Representative will provide CAD standards and GIS base files.
- 10. Owner’s Representative will provide design flows and hydraulic grade along pipeline.
- 11. Topographic survey is not included in 30% design.
- 12. Metes and bounds preparation for easements is not included in 30% design.
- 13. Cathodic protection design is not included in 30% design.
- 14. Geomorphological field assessments at creek crossings are not included in 30% design.
- 15. Field utility location will not be provided in the 30% design phase.
- 16. All meetings will be held in the immediate vicinity of the project (Travis, Hays, or Guadalupe Counties).
- 17. Environmental and cultural resource investigations will be conducted by others .
- 18. Hydraulic and surge modeling will not be performed in this scope of work.
- 19. Pump station location will be determine prior to route evaluation.

Exhibit A
 Preliminary Map Showing Locations of Six
 Alliance Regional Water Authority
 Phase 1B Program Projects



Alliance Water Phase 1B Program															Project Fee Summary		
Freese and Nichols															Basic Effort	\$	597,714
6/5/2018															Supplemental	\$	71,192
Detailed Overall Consultant Cost Breakdown															Total Effort	\$	668,906

Task	Employee	Anne Carrel Hoskins	David Bennett	Rosa Valdez	Helen Salama	Elena Lopez	Scott Maughn	Richard Provolt	Sean Barry	Brian King	Kimberly Patak	Drew Hardin	Billy Metzger	Total Hours	Total Labor Effort	Total Expense Effort	Brierley	Arias	Total Sub Effort	Total Effort	Assumptions
		Project Role	Engineer VI	Engineer VI	Engineer IV	Engineer I	Technician III	Group Manager	Construction Manager V	Engineer V	GIS Analyst V	Engineer VI	Engineer VI								
Hourly Bill Rate		\$209.00	\$209.00	\$156.00	\$137.00	\$96.00	\$240.00	\$173.00	\$178.00	\$156.00	\$209.00	\$209.00	\$148.00								

Basic Services																					
Task 1 - Project Management													\$ 73,742	\$ 5,472	\$ -	\$ -	\$ -	\$ 79,214			
1.1	Prepare Monthly Summary Reports/Invoicing	20											20	40	\$ 7,140	\$ 390	\$ -	\$ -	\$ -	\$ 7,530	
1.2	Develop QA/QC Plan and Implementation	2	4	2										12	\$ 2,402	\$ 117	\$ -	\$ -	\$ -	\$ 2,519	
1.3	Develop Project Management Plan	2	4	2									4	12	\$ 2,402	\$ 117	\$ -	\$ -	\$ -	\$ 2,519	
1.4	Schedule Development and Monthly Updates	20												20	\$ 4,180	\$ 196	\$ -	\$ -	\$ -	\$ 4,376	
1.5	Risk Register Development and Monthly Updates	12		10										22	\$ 4,068	\$ 215	\$ -	\$ -	\$ -	\$ 4,283	
1.6	Ongoing coordination and communications with Owner's Representative and Subconsultants, and internal Team Meetings	60	6	40	40								10	156	\$ 27,604	\$ 1,525	\$ -	\$ -	\$ -	\$ 29,129	
1.7	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1.7.1	Conduct Progress Meetings with Owner's Representative (10 Meetings)	30	16	30										76	\$ 14,294	\$ 1,996	\$ -	\$ -	\$ -	\$ 16,290	
1.7.2	Conduct half-day coordination workshops (2 workshops)	12	12	12	12									48	\$ 8,532	\$ 720	\$ -	\$ -	\$ -	\$ 9,252	
1.7.3	Prepare meeting notes			20										20	\$ 3,120	\$ 196	\$ -	\$ -	\$ -	\$ 3,316	

Task 2 - Review of Pipeline Design Standards													\$ 14,138	\$ 927	\$ -	\$ -	\$ -	\$ 15,065			
2.1	Review and provide comments on draft pipeline design standards prepared by Owner's Representative	4	8	16	16									44	\$ 7,196	\$ 430	\$ -	\$ -	\$ -	\$ 7,626	
2.2	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.2.1	Attend workshop to discuss comments on draft Pipeline Design Standards	8	8	8	8								6	38	\$ 6,942	\$ 497	\$ -	\$ -	\$ -	\$ 7,439	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 3 - Environmental Coordination													\$ 16,588	\$ 1,459	\$ -	\$ -	\$ -	\$ 18,047			
3.1	Review initial investigation	8		2	12									22	\$ 3,628	\$ 215	\$ -	\$ -	\$ -	\$ 3,843	
3.2	Ongoing coordination to identify additional information needed during both desktop and field level analyses	12		12	16									40	\$ 6,572	\$ 391	\$ -	\$ -	\$ -	\$ 6,963	
3.3	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3.3.1	Conduct coordination meetings with Environmental Consultant (4 meetings)	16		8	4									28	\$ 5,140	\$ 775	\$ -	\$ -	\$ -	\$ 5,915	
3.3.3	Prepare meeting notes			8										8	\$ 1,248	\$ 78	\$ -	\$ -	\$ -	\$ 1,326	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 4 - Land Acquisition Coordination													\$ 20,918	\$ 3,066	\$ -	\$ -	\$ -	\$ 23,984			
4.1	Verify right-of-entry needs	2		4	8									14	\$ 2,138	\$ 137	\$ -	\$ -	\$ -	\$ 2,275	
4.2	Verify easement requirements													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4.2.1	Temporary Construction Easements	2		2	4			4						12	\$ 1,970	\$ 117	\$ -	\$ -	\$ -	\$ 2,087	
4.2.2	Permanent Easements	2		2	4									8	\$ 1,278	\$ 78	\$ -	\$ -	\$ -	\$ 1,356	
4.3	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4.3.1	Conduct coordination meetings with Land Acquisition Consultant Team (4 meetings)	12		8										20	\$ 3,756	\$ 697	\$ -	\$ -	\$ -	\$ 4,453	
4.3.3	Coordination meetings with Land Acquisition Consultant Team and Land Owners (8 meetings)	16		24	16									56	\$ 9,280	\$ -	\$ -	\$ -	\$ -	\$ 9,280	
4.3.4	Prepare meeting notes			16										16	\$ 2,496	\$ 1,881	\$ -	\$ -	\$ -	\$ 4,377	
														0	\$ -	\$ 156	\$ -	\$ -	\$ -	\$ 156	
Task 5 - Permit Coordination													\$ 17,494	\$ 1,828	\$ -	\$ -	\$ -	\$ 19,322			
5.1	Identify anticipated permits and points of contact	2	2	4	10									18	\$ 2,830	\$ 176	\$ -	\$ -	\$ -	\$ 3,006	
5.2	Identify permit requirements and schedule	2		4	10									16	\$ 2,412	\$ 156	\$ -	\$ -	\$ -	\$ 2,568	
5.3	Perform ongoing coordination and communication with each permitting entity	2		4	10									16	\$ 2,412	\$ 156	\$ -	\$ -	\$ -	\$ 2,568	
5.4	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5.4.1	Conduct coordination meetings with each of the following entities/agencies (as required):			4	4									8	\$ 1,172	\$ -	\$ -	\$ -	\$ -	\$ 1,172	
5.4.1.1	TxDOT			4	4									8	\$ 1,172	\$ 204	\$ -	\$ -	\$ -	\$ 1,376	
5.4.1.2	UPRR			4	4									8	\$ 1,172	\$ 204	\$ -	\$ -	\$ -	\$ 1,376	
5.4.1.3	Cities			8	8									16	\$ 2,344	\$ 204	\$ -	\$ -	\$ -	\$ 2,548	
5.4.1.4	Counties			4	4									8	\$ 1,172	\$ 407	\$ -	\$ -	\$ -	\$ 1,579	
5.4.1.5	Other impacted entities/agencies			12										12	\$ 1,872	\$ 204	\$ -	\$ -	\$ -	\$ 2,076	
5.4.2	Prepare meeting notes			6										6	\$ 936	\$ 117	\$ -	\$ -	\$ -	\$ 1,053	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 6 - Public and Private Utility Coordination													\$ 50,183	\$ 4,202	\$ -	\$ -	\$ -	\$ 54,385			
6.1	Identify points of contact for public and private utilities	2		2	2									6	\$ 1,004	\$ 59	\$ -	\$ -	\$ -	\$ 1,063	
6.2	Record Research/Level D SUE													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.2.1	GIS files	2		4	8					24				38	\$ 5,882	\$ 371	\$ -	\$ -	\$ -	\$ 6,253	
6.2.2	Record Drawings	2		4	8									14	\$ 2,138	\$ 137	\$ -	\$ -	\$ -	\$ 2,275	
6.2.3	Utility Block Maps	2		4	8									14	\$ 2,138	\$ 137	\$ -	\$ -	\$ -	\$ 2,275	

Alliance Water Phase 1B Program																			Project Fee Summary	
Freese and Nichols																			Basic Effort \$ 597,714	
6/5/2018																			Supplemental \$ 71,192	
Detailed Overall Consultant Cost Breakdown																			Total Effort \$ 668,906	

Task	Employee	Anne Carrel Hoskins	David Bennett	Rosa Valdez	Helen Salama	Elena Lopez	Scott Maughn	Richard Provolt	Sean Barry	Brian King	Kimberly Patak	Drew Hardin	Billy Metzger	Total Hours	Total Labor Effort	Total Expense Effort	Brierley	Arias	Total Sub Effort	Total Effort	Assumptions
Hourly Bill Rate		\$209.00	\$209.00	\$156.00	\$137.00	\$96.00	\$240.00	\$173.00	\$178.00	\$156.00	\$209.00	\$209.00	\$148.00								
6.2.4	Other	2		4	8									14	\$ 2,138	\$ 137	\$ -	\$ -	\$ -	\$ 2,275	
6.2.5	Develop existing utilities base map in AutoCAD and ArcGIS formats	2		8	24	60				40				134	\$ 16,954	\$ 1,310	\$ -	\$ -	\$ -	\$ 18,264	
6.3	Alliance Water Sponsors	2												2	\$ 418	\$ 20	\$ -	\$ -	\$ -	\$ 438	
6.3.1	Confirm locations of delivery points (as applicable)	2		4	8									14	\$ 2,138	\$ 137	\$ -	\$ -	\$ -	\$ 2,275	
6.4	Develop Level A and B SUE needs for future design phases based on preliminary alignment	2	2	4	6									14	\$ 2,282	\$ 137	\$ -	\$ -	\$ -	\$ 2,419	
6.5	Develop a utility conflict/coordination matrix to track anticipated impacted utilities. The matrix will designate future utility location needs identified in Task 6.4	2		4	12									18	\$ 2,686	\$ 176	\$ -	\$ -	\$ -	\$ 2,862	
6.6	Perform ongoing coordination and communication with utilities identified in the matrix in task 6.5 including any coordination required with the Vista Ridge Pipeline project.	4		4	8									16	\$ 2,556	\$ 156	\$ -	\$ -	\$ -	\$ 2,712	
6.7	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.7.1	Conduct coordination meetings with impacted utilities	9		9										18	\$ 3,285	\$ 552	\$ -	\$ -	\$ -	\$ 3,837	
6.7.2	Conduct meetings with Alliance Water Sponsors to confirm delivery points (as applicable)	12		12										24	\$ 4,380	\$ 736	\$ -	\$ -	\$ -	\$ 5,116	
6.7.3	Prepare meeting notes			14										14	\$ 2,184	\$ 137	\$ -	\$ -	\$ -	\$ 2,321	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 7 - Desktop Alignment Evaluation															\$ 115,062	\$ 8,046	\$ 32,278	\$ 5,635	\$ 37,913	\$ 161,021	
7.1	Perform windshield survey of potential alignments	10	4	36	32									82	\$ 12,926	\$ 1,712	\$ -	\$ -	\$ -	\$ 14,638	
7.2	Existing route review and evaluation	8	4	20	24									56	\$ 8,916	\$ 547	\$ -	\$ -	\$ -	\$ 9,463	
7.3	Perform conflict analysis	8	4	20	24									56	\$ 8,916	\$ 547	\$ -	\$ -	\$ -	\$ 9,463	
7.4	Confirm route, identify any deviations, and provide recommendations	8	4	20	24									56	\$ 8,916	\$ 547	\$ -	\$ -	\$ -	\$ 9,463	
7.5	Identify proposed trenchless crossings	8	4	20	24									56	\$ 8,916	\$ 547	\$ 32,278	\$ -	\$ 32,278	\$ 41,741	
7.6	Perform an additional alignment review and analysis of up to three routes within one mile of the alignment approach to the future selected pump station location. Provide input to the Owner's Representative regarding the pipeline route that may impact the selection of a pump station location. The task includes coordination with program booster pump station project consultant. (Assume 1 meeting)	8	4	28	40									80	\$ 12,356	\$ 782	\$ -	\$ -	\$ -	\$ 13,138	
7.7	Route coordination with Segment 2, Segment 5 and Pump Station Consultants	8	4	20										32	\$ 5,628	\$ 313	\$ -	\$ -	\$ -	\$ 5,941	
7.8	Evaluate and provide recommendations for preliminary geotechnical investigation (number of bores, depths)	8		8	8									24	\$ 4,016	\$ 235	\$ -	\$ 5,635	\$ 5,635	\$ 9,886	
7.9	Prepare and submit Pipeline Routing Technical Memorandum with Route Exhibits (1"=100', 11x17, plan view only)	22	8	50	60	24				16				180	\$ 27,090	\$ 1,760	\$ -	\$ -	\$ -	\$ 28,850	
7.10	Address comments provided by Owner and Owner's Representative	8		30	24	8				8				78	\$ 11,656	\$ 743	\$ -	\$ -	\$ -	\$ 12,399	
7.11	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7.11.1	Draft Technical Memorandum review meeting	4	6	8	6							6		30	\$ 5,414	\$ 293	\$ -	\$ -	\$ -	\$ 5,707	
7.11.2	Prepare meeting minutes			2										2	\$ 312	\$ 20	\$ -	\$ -	\$ -	\$ 332	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 8 - Engineering Feasibility Report Development															\$ 210,479	\$ 16,197	\$ -	\$ -	\$ -	\$ 226,676	
8.1	Develop route recommendations and 30% Plan & Profiles													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8.1.1	Scale 1" = 100'H (11"x17" sheets)	32	12	80	80	808	10	10						1,032	\$ 114,334	\$ 10,088	\$ -	\$ -	\$ -	\$ 124,422	
8.1.2	GIS topography	2	2	6	8	8				20				46	\$ 6,756	\$ 450	\$ -	\$ -	\$ -	\$ 7,206	
8.1.3	Show trenchless crossings	2	2	6	12									22	\$ 3,416	\$ 215	\$ -	\$ -	\$ -	\$ 3,631	
8.1.4	Show proposed appurtenances (valves, blow-off assemblies, air valves)	2	2	6	8									18	\$ 2,868	\$ 176	\$ -	\$ -	\$ -	\$ 3,044	
8.2	Develop preliminary opinion of probable construction cost	2	2											4	\$ 836	\$ 39	\$ -	\$ -	\$ -	\$ 875	
8.2.1	Confirm pipeline material and pressure class of pipe based on the hydraulic grade provided by Owner and Owner's Representative	2	2	6	12									22	\$ 3,416	\$ 215	\$ -	\$ -	\$ -	\$ 3,631	
8.2.2	Identify proposed trenchless methods for the San Marcos River crossings, other creeks and roads.	2	2	6	12									22	\$ 3,416	\$ 215	\$ -	\$ -	\$ -	\$ 3,631	
8.3	Update preliminary opinion of probable construction cost	2		6	12					8				28	\$ 4,382	\$ 274	\$ -	\$ -	\$ -	\$ 4,656	
8.4	Prepare and submit Engineering Feasibility Report (EFR) in accordance with Texas Water Development Board (TWDB) format and requirements. The EFR should address/include the following:													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8.4.1	Executive Summary	4	2	6	6		10							28	\$ 5,412	\$ 274	\$ -	\$ -	\$ -	\$ 5,686	
8.4.2	Introduction	2	2	2	4									10	\$ 1,696	\$ 98	\$ -	\$ -	\$ -	\$ 1,794	
8.4.3	Design criteria	4	2	6	8									20	\$ 3,286	\$ 215	\$ -	\$ -	\$ -	\$ 3,501	
8.4.4	Selected alignment and alternatives considered	4	2	6	12									24	\$ 3,834	\$ 215	\$ -	\$ -	\$ -	\$ 4,049	
8.4.5	Required permits and associated permitting entity	2	2	4	8									16	\$ 2,556	\$ 215	\$ -	\$ -	\$ -	\$ 2,771	
8.4.6	Required utility conflicts and associated utility companies	2	2	4	8									16	\$ 2,556	\$ 215	\$ -	\$ -	\$ -	\$ 2,771	
8.4.7	Trenchless construction considerations	2	2	4	6									14	\$ 2,282	\$ 215	\$ -	\$ -	\$ -	\$ 2,497	

Alliance Water Phase 1B Program															Project Fee Summary		
Freese and Nichols															Basic Effort	\$	597,714
6/5/2018															Supplemental	\$	71,192
Detailed Overall Consultant Cost Breakdown															Total Effort	\$	668,906

Task	Employee	Anne Carrel Hoskins	David Bennett	Rosa Valdez	Helen Salama	Elena Lopez	Scott Maughn	Richard Provolt	Sean Barry	Brian King	Kimberly Patak	Drew Hardin	Billy Metzger	Total Hours	Total Labor Effort	Total Expense Effort	Brierley	Arias	Total Sub Effort	Total Effort	Assumptions	
																						Project Role
Hourly Bill Rate		\$209.00	\$209.00	\$156.00	\$137.00	\$96.00	\$240.00	\$173.00	\$178.00	\$156.00	\$209.00	\$209.00	\$148.00									
8.4.8	Creek crossings and geomorphological considerations	4	2	6	12						12			36	\$ 6,342	\$ 332	\$ -	\$ -	\$ -	\$ 6,674		
8.4.9	Constructability considerations	3	2	4	8			4						21	\$ 3,457	\$ 254	\$ -	\$ -	\$ -	\$ 3,711		
8.4.10	Staging/hauling/spoils considerations	3	2	6	8			4						23	\$ 3,769	\$ 254	\$ -	\$ -	\$ -	\$ 4,023		
8.4.11	Pipeline testing considerations	3	2	6	10									21	\$ 3,351	\$ 215	\$ -	\$ -	\$ -	\$ 3,566		
8.4.12	Future access and maintenance considerations	4	2	4	10									20	\$ 3,248	\$ 215	\$ -	\$ -	\$ -	\$ 3,463		
8.4.13	Surface restoration	4	2	4	8									18	\$ 2,974	\$ 215	\$ -	\$ -	\$ -	\$ 3,189		
8.4.14	Traffic control and impacts to the public	4	2	6	12				16					40	\$ 6,682	\$ 371	\$ -	\$ -	\$ -	\$ 7,053		
8.5	Compilation of Parcel Easement Worksheets will be included as an Appendix to the EFR. A template for this worksheet will be provided by the Owner's Representative. A separate worksheet will be completed for each easement proposed across each parcel, and will include information such as: parcel number, owner information, address, proposed pipeline length and appurtenances, acreage to be acquired, environmental concerns, existing utilities, and property owner requests or concerns	4	2	6	10									22	\$ 3,560	\$ 196	\$ -	\$ -	\$ -	\$ 3,756		
8.6	Address comments provided by Owner and Owner's Representative	4	2	8	12									26	\$ 4,146	\$ 235	\$ -	\$ -	\$ -	\$ 4,381		
8.7	Address comments provided by TWDB	4	2	8	12									26	\$ 4,146	\$ 235	\$ -	\$ -	\$ -	\$ 4,381		
8.7.1	Directly coordinate with TWDB to clarify and clear comments provided by TWDB as required (with the inclusion of the Owner's Representative)	4		8	8									20	\$ 3,180	\$ 176	\$ -	\$ -	\$ -	\$ 3,356		
8.8	Meetings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8.8.1	Draft EFR review meeting	6		6	6							6		24	\$ 4,266	\$ 360	\$ -	\$ -	\$ -	\$ 4,626		
8.8.2	Prepare meeting notes			2										2	\$ 312	\$ 20	\$ -	\$ -	\$ -	\$ 332		
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Supplemental Services																						
A	Preliminary Geotechnical Investigation													0	\$ -	\$ -	\$ 4,342	\$ 52,500	\$ 56,842	\$ 71,192		
B	Additional Meetings - 10	30		40										70	\$ 12,510	\$ 1,840	\$ -	\$ -	\$ -	\$ 14,350		
															Grand Total	\$ 531,114	\$ 43,037	\$ 36,621	\$ 58,135	\$ 94,755	\$ 668,906	



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT TITLE	Phase 1B Pipeline - Segment D	DATE	5/23/2018
CLIENT	ARWA	GROUP	1147
% OF SUBMITTAL	Conceptual	PM	ACH

ESTIMATOR	QC CHECKED BY	FNI PROJECT NO.
ECM	ACH, BB	0

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION (5%)	1	LS	\$1,032,610	\$1,032,610
2	12" DIAMETER PIPELINE	5,590	LF	\$80	\$447,200
3	30" DIAMETER PIPELINE	100,860	LF	\$175	\$17,650,500
4	PIPELINE ROW CLEARING AND RESTORATION	50	AC	\$2,500	\$125,000
5	CATHODIC PROTECTION	106,450	LF	\$10	\$1,064,500
6	AIR VALVES	33	EA	\$5,000	\$165,000
7	BLOW-OFF VALVES	30	EA	\$10,000	\$300,000
8	SAN MARCOS SAN MARCOS RIVER CROSSING (54" CASING)	1,000	LF	\$900	\$900,000
SUBTOTAL:					\$21,684,810
CONTINGENCY 30%					\$6,505,443
SUBTOTAL					\$28,190,253
OH&P 10%					\$2,819,025.30

PROJECT TOTAL	\$31,009,278
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May 22, 2018
 Brierley Project # 617048

Mrs. Anne Hoskins, P.E.
 Freese and Nichols, Inc.
 10431 Morado Circle, Suite 300
 Austin, TX 78759

RE: REVISED Proposal for Alliance Regional Water Authority Treated Pipeline Project – Segment D

Dear Mrs. Hoskins:

Brierley Associates (Brierley) is pleased to submit this proposal to Freese and Nichols, Inc. (FNI) to provide tunneling and trenchless design associated with the Alliance Regional Water Authority (ARWA) Treated Pipeline Project -- Segment D. The proposed Segment D pipeline is approximately 16 miles long and will generally begin at the new proposed Booster Pump Station #1 located in Maxwell, Texas. From the Booster Pump Station #1, the pipeline will generally head south and southwest to the Crystal Clear SUD delivery point located near the intersection of State Highway 123 and FM 758 in Seguin, Texas. We understand that FNI would like Brierley's assistance with the following 6 trenchless components based on discussions with FNI and the information provided from ARWA RFQ #2017-003 Treated Pipeline Projects dated January 18, 2018:



Trenchless Components

- 1 - San Marcos Hwy
- 2 - Morrison Creek
- 3 - San Marcos River
- 4 - Cottonwood Creek
- 5 - Long Creek and York Creek
- 6 - Highway 123

Based on the cursory review of the alignment and discussions with FNI, it appears that 6 segments of the alignment will be constructed using tunneling or trenchless techniques that FNI would like our assistance with (for the remainder of this proposal the term “tunneling” will be used, but could refer to either a tunneling or trenchless construction technique). For purposes of this proposal, Brierley assumes 6 tunneled segments will be required, along with a construction shaft and retrieval shaft for each tunneled segment, totaling 12 shaft structures.

The ARWA has elected to utilize a phased approach for the project as outlined in the RFQ and highlighted below:

- a. Feasibility/Preliminary Engineering Phase Services (30% Design)
- b. Design and Permitting Services (60%, 90%, and 100% Design)
- c. Bidding Services
- d. Construction Phase Services
- e. Warranty Phase Services

This proposal is specifically for the **a. Feasibility/Preliminary Engineering Phase Services** within the RFQ, and it is understood that an additional proposal will be requested for the future design phases. The preliminary tunneled trenchless components have been identified for the 30 percent Level of Effort and some crossings may be eliminated during this phase as potential open cut options. The purpose of the 30% Level of Effort is to develop a clear and well-defined scope for the project which will layout the path for the rest of the project. The 30% Level of Effort will focus on feasibility which will include route confirmation and final selection, preliminary engineering to initiate future design phases, and development and submittal of a preliminary cost estimate and schedule.

Brierley’s work associated with this phase of the ARWA project will generally be incorporated into the following Tasks:

Feasibility/Preliminary Engineering Phase Services

- Task 1*** – Project Management
- Task 2*** – Desktop Alignment Evaluation
- Task 3*** – Engineering Feasibility Report Development
- Task 4*** – Preliminary Geotechnical Investigation

Brierley understands that the 30% Design Phase addressed in this proposal will be approximately 12 months in length, with Brierley’s involvement on an on/off basis throughout this 12 month period.

TASK 1 – PROJECT MANAGEMENT

1.1 Prepare Monthly Summary Reports/Invoicing - Brierley will prepare monthly Lump Sum invoices, under the assumptions that this phase of the work will be completed in 12 months. Based on conversations with FNI, we have assumed up to 6 months of invoicing for BA involvement.

1.2 Coordination calls - Brierley assumes 6 coordination calls, to be distributed throughout this 12-month duration. Brierley assumed that these calls will involve 2 people from Brierley’s design team.

TASK 2 – DESKTOP ALIGNMENT EVALUATION

2.1 Perform windshield survey of potential Tunnel Crossings - Brierley’s design team (2 BA members) will perform a windshield survey with the FNI team to identify the 6 potential tunnel crossings and 12 shaft locations. It is anticipated that the windshield survey will take one full day in the field and that Right-of-Entry may not be obtained until later stages of the project. With this in mind, some crossings may only be visible from public access points or via available aerial imagery. In order to perform this windshield survey in the most efficient manner, we

assume that FNI will provide Brierley with aerial images for the anticipated crossings. It should be further noted that we assume that FNI will provide Brierley with timely updated CAD/aerial files for the purpose of all Tasks discussed herein, at an interval determined to be most appropriate by Brierley and FNI, as the project progresses. It is understood that geotechnical work will not be performed prior to the windshield survey. During this windshield survey, Brierley will add input to FNI regarding route review.

2.2 Identify proposed trenchless crossings and potential installation methods (jack and bore, tunnel, HDD, etc.) - With the route confirmed, Brierley will identify the six tunnel crossings in this proposal and present recommendations to FNI in tabular form for utilization in the development of their Engineering Feasibility Report. This table will identify potential installation methods, preliminary space requirements, and Geology at each of the six tunnel crossings.

2.3 Evaluate and provide recommendations for preliminary geotechnical investigation (number of bores, depths, testing) - Brierley will evaluate and provide recommendations for the preliminary geotechnical investigation at the proposed trenchless crossings and provide a Technical Memorandum to FNI. This Technical Memorandum will provide bore locations, depths, standard geotechnical laboratory testing, specialized testing at tunnel and shaft locations, packer testing, piezometer locations, etc.

2.4 Prepare preliminary opinion of probable construction costs - Brierley will develop the opinion of probable construction costs (OPCC) for the six tunnel crossings on the project. The OPCC will be based on the preliminary geotechnical investigation (assuming at least 4 borings are drilled for the six crossings) and could change significantly as more geotechnical information is acquired, and as design of the project progresses. The OPCC will be based on a Class 4 estimate classification system as detailed by the AACE Cost Estimating Classification System. The level of detail for this OPCC will be four to six lines per tunnel crossing.

2.5 Address comments provided by FNI, Owner, and Owner's Representative - Brierley will address any comments that FNI, Owner, and Owner's Representative may have regarding the Technical Memorandum provided in Task 2. Our proposal and associated fee assumes that comments to these Memos will be addressed in two sets: (1) the first set of comments will be from FNI, to which Brierley will provide a response; (2) the second set of comments will be from the Owner/Rep, to which Brierley will respond, through FNI.

TASK 3 - PRELIMINARY GEOTECHNICAL INVESTIGATION (ADDITIONAL SERVICES)

Perform bores along alignment to establish representative subsurface conditions at major trenchless crossings (major highways, rivers, etc.)

Based on conversations with FNI during development of this proposal, we understand that very limited drilling will be performed at specific tunnel crossings yet to be determined. The fee identified in the attached fee worksheet in the section titled "Preliminary Geotechnical Investigation" assumes that a Brierley Professional Geologist will be onsite while these borings are conducted, to observe ground behavior as it pertains to the tunneled crossings. For this proposal, we have assumed two (2) borings will be observed by a Brierley representative, over the course of two to three days. Brierley assumes that all drilling, logging and testing will be performed by the geotechnical consultant. Brierley further assumes that the geotechnical consultant will compile the results of the Preliminary Geotechnical Investigation into a Preliminary Geotechnical Data Report for the development of our technical memoranda.

COST

Brierley proposes to perform the tasks described herein, and summarized on the attached Fee Estimate worksheet to be paid as a Lump Sum.

Note that the hourly rates used are reflective of Brierley's 2018 Standard Fee Schedule. If, for some reason, the 30% design is not completed by December 31, 2019, we reserve

the right to escalate our fees by 5% per year from the 2018 hourly rates. Brierley expects to be allowed to utilize skilled engineering staff throughout Brierley, as needed to perform and review its work. Our fees for this scope will be invoiced monthly, with estimated percent complete for lump sum items. If additional effort beyond the scope detailed is requested, a negotiated fee and contract amendment will be agreed to prior to commencing work. An e-mail or other written directive will be sent to Brierley prior to proceeding with additional scope.

Please call me at 512-219-1733 if you need anything else to clarify this proposal or if we can be of any other assistance to FNI.

A handwritten signature in black ink, appearing to read 'Kevin Mandeville', with a large, stylized loop at the end.

Sincerely,
Kevin Mandeville, P.G.
Associate
Brierley Associates

Accepted by:

Anne Hoskins, P.E.
Associate

2018 LABOR HOURS AND COSTS

Task	Task Description	Principal / Sr. Consultant II	Sr. Assoc./Sr. Consultant I	Associate/Sr. Project Mgr	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Staff Professional II	BIM/VDC Manager	BIM Technician/Drafter		Administrative	Total Hours	Expense Effort	Total Cost
	Rate	\$ 242	\$ 227	\$ 201	\$ 185	\$ 165	\$ 149	\$ 139	\$ 129	\$ 139	\$ 118	\$ -	\$ 67		LS	
1	Project Management													0		\$ -
1.1	Prepare Monthly Invoices			12									6	18		\$ 2,814
1.2	Coordination Calls	6		6										12		\$ 2,658
2	Desktop Alignment Evaluation													0		\$ -
2.1	Perform Windshield Survey of potential Tunnel Crossings		10	10						2				22	100	\$ 4,658
2.2	Identify Proposed Trenchless Crossing and Potential Installation Methods	2	2	8		20							2	34		\$ 5,980
2.3	Evaluate and provide recommendations for Geotechnical Investigation for Trenchless Crossings	2		10		10							2	24		\$ 4,278
2.4	Prepare Preliminary Opinion of Probable Construction Costs			16		10				2				28		\$ 5,144
2.5	Address Comments provided FNI, Owner, and Owner's Representative	2		2		10								14		\$ 2,536
3	Preliminary Geotechnical Investigation (Additional Services)													0		\$ -
3.1	Preliminary Geotechnical Investigation						24							24	200	\$ 3,776
														0		\$ -
																\$ -
Hours		12	12	64	0	50	24	0	0	4	0	0	10	176		
Total		\$ 2,904	\$ 2,724	\$ 12,864	\$ -	\$ 8,250	\$ 3,576	\$ -	\$ -	\$ 556	\$ -	\$ -	\$ 670		\$ 300	\$ 31,844

BRIERLEY ASSOCIATES CORPORATION
STANDARD FEE SCHEDULE
January 2018

1. Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The hourly fee for professional services will be charged as follows unless otherwise noted in the proposal:

Principal/Senior Consultant II	\$242
Senior Associate/Senior Consultant I	\$227
Associate/Senior Project Manager	\$201
Senior Professional II	\$185
Senior Professional I	\$165
Professional II	\$149
Professional I	\$139
Staff Professional II	\$129
Staff Professional I	\$118
BIM/VDC Manager	\$139
Senior BIM/VDC Designer	\$118
BIM Technician/Drafter	\$98
CADD	\$98
GIS Analyst	\$98
Administrative	\$67

2. Overtime hours will be charged at straight time rates.

3. The fee for direct non-salary expenses will be billed at our cost plus a fifteen (15) percent handling fee and shall include the following: a) Transportation or subsistence expenses incurred for necessary travel, such as use of personal or company vehicles at IRS allowed mileage rates; use of public carriers, airplanes, rental cars, trucks, boats or other means of transportation; b) Reproduction and printing costs for reports, drawings and other project records; c) Express deliveries such as FedEx.

4. Subcontractors engaged to perform services required by the project will be billed at our cost plus fifteen (15) percent.

5. Communications and computer expenses will be charged at a flat rate of three and one half (3.5) percent of the total gross labor charges to include normal telephone, e-mail, faxes, long distance telephone, mailing of correspondence, in-house computer use and computer aided design and drafting (CADD).

6. Specialized computer usage, separately defined in the proposal for specific client needs, will be charged as identified in the proposal.

7. Payment: Invoices generally are submitted once a month for services performed during the previous month. Payment will be due and payable upon receipt of invoice. Interest may be added to accounts in arrears at the rate of one and one-half (1.50%) percent per month on the outstanding balance. In the event Brierley Associates Corp must engage counsel to enforce overdue payment, Client will reimburse Brierley Associates Corp for all reasonable attorney's fees and court costs.

8. The billing rates given above are subject to change at the beginning of each year, unless noted otherwise in the signed proposal.



142 Chula Vista, San Antonio, Texas 78232 • Phone: (210) 308-5884 • Fax: (210) 308-5886

June 4, 2018
Arias Job No. 2018 - 467

VIA Email: Anne.Hoskins@freese.com

Ms. Anne Carrel Hoskins, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, Texas 78759

RE: Proposal for Geotechnical Engineering Services
Segment D Pipelines
Alliance Regional Water Authority (ARWA)
From Geronimo to Maxwell, Texas

Dear Ms. Hoskins:

Thank you for the opportunity to submit this proposal for the Geotechnical Engineering Services for the proposed project. We understand that Arias Geoprofessionals, Inc. (Arias) has been preselected for this project based on our qualifications.

Project Information

The scope of the overall project generally includes the planning and design of treated water pipelines. The proposed Segment D pipeline will extend from the north of Geronimo to Maxwell, Texas.

Proposed Scope of Services

As a part of the 30% design phase, Arias will involve in the following tasks:

- Perform a limited Desktop Study to assist the Project Design team in developing bore location plans, depths, etc., and
- Perform Preliminary Geotechnical Study using limited borings.

As a part of the Preliminary Geotechnical Study, Arias will perform limited soil test borings. The number and depths of borings were provided by Freese and Nichols, Inc. (FNI). Our scope of services for the Preliminary Geotechnical Study will include the following:

1. Our scope of work will include twenty (20) borings, each drilled and sampled to the maximum depth of 20 feet (i.e. total maximum drilling footage 400 feet). The locations of the borings will be selected based on our discussion with the Project Design team. Arias will retain a subcontract driller with an all-terrain-mounted rig to perform the drilling and sampling; however, an Arias Senior Technician, working under the supervision of a Licensed Texas Professional Engineer, will field locate and mark the borings, and will direct the sampling efforts. Subsurface materials will be sampled with either a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586), or with a thin walled Shelby Tube Sampler (ASTM D 1587). Our scope does not include rock coring.
2. Arias will locate the borings, and contact Texas 811 One Call service in order to mark public utilities in the immediate vicinity of the proposed borings. We have assumed that the client will assist with the coordination and planning to avoid potential private utilities that may be located in the project area. We should be provided with the as-built construction drawings of any underground structures and/or utility feature before we start drilling.

3. If groundwater is encountered, the groundwater levels within the open boreholes will be recorded immediately after drilling. The boreholes will be backfilled with drill cuttings after completion of the drilling.
4. Arias will provide the approximate GPS coordinates of the borings so that FNI can survey the locations and provide Arias with Texas State Plane Coordinates and elevations of the borings.
5. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, sulfate content and unconfined compressive strength. The actual laboratory program will depend upon the type of soils encountered.
6. An electronic copy (pdf format) of our engineering report will be prepared by a Licensed Texas Professional Engineer that will include:
 - *Description of the field exploration program;*
 - *Description of the laboratory testing program;*
 - *Boring location plan that depicts borehole locations;*
 - *Boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487) with a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;*
 - *Description of site geology based on location of the site on the Geologic Atlas of Texas;*
 - *Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;*
 - *Depth where groundwater was encountered during drilling;*
 - *Evaluation of the possible excavation methods;*
 - *Bedding and backfill recommendations, and allowable bearing capacity; and*
 - *OSHA soil/rock classifications and shear strength design parameters for temporary excavation and shoring considerations.*

Our report will not include providing/conducting local or global stability analyses for retaining walls, shoring systems, or slopes, pavement design and geomorphological study. We can provide these services if desired under a separate service scope for an additional fee.

Proposed Fee

Our estimated fees to perform the assigned tasks as noted above for the proposed project are presented below:

- Limited Desktop Study: **\$4,900.00**
- Preliminary Geotechnical Study: **\$45,652.00**

The work will be performed as outlined in the General Conditions included with this proposal. A cost breakdown is included with this proposal. We will submit monthly progress billing during the course of our study in accordance with unit rates given in the attached breakdown.

We have prepared our scope and fee with the understanding that the site is accessible to an all-terrain-mounted drilling rig, limited clearing will be required, any permits (such as tree cut permits) will be procured and paid for by others, no concrete coring will be required, and that no special permission will be needed for access. We have assumed that you will provide free access (Right of Entry) to the proposed drilling locations. Supplemental letters are not included in our work scope, and if required,

they will be billed according to the unit rates given in the attached fee estimate.

Schedule

Arias will coordinate with the Project Design team to perform a Limited Desktop Study along the pipeline alignment. We understand that the limited desktop study will be performed to develop bore location plans and depths. Arias will not submit any report for the Desktop Study.

Preliminary Geotechnical Study: In general, the field exploration can begin about one (1) week after receiving written authorization (signed proposal). Field drilling and sampling is expected to take approximately five (5) to six (6) days. Laboratory testing is expected to be completed within approximately ten (10) to 15 days after completion of the soil borings. During this time, interim preliminary recommendations could be provided in order to assist the design team in moving forward. We anticipate that our Preliminary Geotechnical Report can be delivered within about six (6) to eight (8) weeks of receiving written authorization. If this schedule does not meet your needs, please inform us.

Delays sometime occur due to adverse weather, utility clearance requirements, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable or a work authorization can be issued. We will begin work upon receipt of a signed copy of the proposal or work authorization by an authorized representative. Please return the entire signed proposal or work authorization to us by fax, mail or email to gkibria@ariasinc.com or cszymczak@ariasinc.com. If the billing address is different, please include that information as well.

Should you have any questions, please do not hesitate to contact me by email or on my direct line at (210) 499-6816 or on my cell phone at (817) 821-0801. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

Sincerely,
ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32



Golam Kibria, Ph.D., P.E.
Geotechnical Engineer



Christopher M. Szymczak, P.E.
Senior Geotechnical Engineer

Attachments: Cost Breakdown

ARIAS & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL AND ENVIRONMENTAL
GENERAL CONDITIONS
(20140214R1)

This Professional Services AGREEMENT between Arias & Associates, Inc., hereinafter defined as "ARIAS" and CLIENT includes the attached Proposal and these General Conditions which constitute the AGREEMENT. ARIAS will perform its Services under this Agreement as an independent contractor.

1. Parties. CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by ARIAS and any entity that accepts responsibility for payment as stated in these General Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing ARIAS' services. ARIAS will provide the proposed services to and for the CLIENT. The AGREEMENT is not intended to benefit any other person or entity. CONTRACTOR is defined as the CONTRACTOR or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which ARIAS is providing Services under this AGREEMENT.
2. Work. Work is defined as the labor, materials, equipment and services of CONTRACTOR.
3. Testing. Testing is defined as the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
4. Scope of Services. The scope of services is outlined in the Proposal, which along with these General Conditions, constitutes the Agreement. "Services" means the specific analytical, testing or other service to be performed by ARIAS & ASSOCIATES INC, hereinafter referred to as ARIAS, as set forth in ARIAS' proposal, CLIENT's acceptance thereof and these General Conditions. The CLIENT has sole responsibility for determining whether the scope of ARIAS' services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of ARIAS shall constitute acceptance of the terms of ARIAS' proposal and these General Conditions, regardless of the terms of any subsequently issued document. Arias has no right or responsibility to approve, accept, reject or stop work of any agent or the CLIENT, including CONTRACTOR.
5. On-Site Responsibilities and Risks. Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for ARIAS to perform the fieldwork. ARIAS will take reasonable precautions to minimize damage to land and other property caused by ARIAS's operations, but ARIAS has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires ARIAS to restore the site to its former conditions and if ARIAS agrees to do so, ARIAS will undertake the repairs and add the cost to the fee.
6. Toxic and Hazardous Materials. CLIENT will provide ARIAS with all information within its possession or knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. ARIAS is entitled to reasonably rely on all such information. If toxic or hazardous materials are encountered though not anticipated as stated in ARIAS's Proposal, ARIAS reserves the right to demobilize field operations at CLIENT's expense. Remobilization may proceed upon agreement by ARIAS and with CLIENT's acceptance of proposed safety fee adjustments.
7. Utilities and Pipelines/Subsurface Indemnification. While performing fieldwork, ARIAS will take reasonable precautions to avoid damage to sub-surface structures, pipelines and utilities. CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD ARIAS AND ITS OFFICERS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO THE PERFORMANCE OF ARIAS'S SERVICES AND ARISING FROM SUBSURFACE CONDITIONS WHICH ARE NOT CALLED TO ARIAS'S ATTENTION AND/OR CORRECTLY SHOWN ON PLANS FURNISHED.
8. Representations. CLIENT acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made and that ARIAS'S data, interpretations and recommendations are based solely on the information available to ARIAS, constitutes ARIAS'S opinion based on professional judgment and should not be interpreted as representations of fact. CLIENT represents that it has disclosed to ARIAS all information about conditions at the site of which CLIENT or any representative of CLIENT is aware.
9. Use of Information by Others. ARIAS is not responsible for the interpretation by those other than the CLIENT of the information provided to our CLIENT, including the Instruments of Professional Service.
10. Limitation of Liability. THE TOTAL CUMULATIVE LIABILITY OF ARIAS, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "ARIAS ENTITIES") TO CLIENT ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ANY AMENDMENT HERETO, INCLUDING ANY REIMBURSEMENT OF ATTORNEY'S FEES AND/OR INDEMNITY OBLIGATION UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY ARIAS UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN THE ARIAS ENTITIES'S SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY OR OTHER LEGAL THEORY.
11. Invoices and Payment. An invoice will be submitted monthly or upon completion of ARIAS' scope of services. Payment is due upon receipt of invoice. CLIENT agrees to pay a finance charge of 1.5% per month or the maximum legal rate on past due accounts.
12. Credit Check. ARIAS reserves the right to inquire with third parties as to CLIENT's credit and ARIAS reserves the right to cancel this Proposal and Agreement with CLIENT if ARIAS, in its sole discretion, is not fully satisfied with such inquiry.
13. Construction Observation. ARIAS shall not supervise, direct or have control over the CONTRACTOR's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the CONTRACTOR. Arias is not responsible for the CONTRACTOR's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the CONTRACTOR in accordance with the Contract Documents. ARIAS shall not be responsible for any acts or omissions of the CONTRACTOR, subcontractor, or any entity performing any portions of the Work, or any agents or employees of any of them. ARIAS does not guarantee the performance of the CONTRACTOR and shall not be responsible for the CONTRACTOR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Observations and standardized sampling, inspection and testing procedures employed by ARIAS will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed and that conditions at one location and time do not necessarily indicate the conditions of apparently identical materials(s) at other locations and times. Services of ARIAS, even if performed on a continuous basis, should not be interpreted to mean that ARIAS is observing, verifying, testing or inspecting all materials on

the Project. ARIAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested and is not responsible for other parties' interpretations or use of the information developed. ARIAS may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

14. Termination of Services. This Agreement may be terminated with or without cause by the CLIENT or ARIAS upon written notice. In the event of termination, the CLIENT shall pay ARIAS for all services rendered to the date of termination and all reimbursable expenses due to termination. If termination for cause is determined not to exist, then the termination will be considered a termination for convenience.
15. Changed Conditions. The CLIENT shall rely on ARIAS' judgment as to the continued adequacy of the Scope of Services of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to ARIAS. Should ARIAS call for contract renegotiation, ARIAS shall identify the changed project or subsurface conditions necessitating renegotiation and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement. ARIAS reserves the right to refuse to perform services not expressly included in the scope of services outlined in the proposal.
16. Indemnification. THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARIAS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS (COLLECTIVELY, "ARIAS ENTITIES") AGAINST ALL DAMAGES, LIABILITIES OR COSTS INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF, RELATED TO OR CAUSED BY THE CLIENT'S ACTS IN CONNECTION WITH THE PROJECT AND THE ACTS OF ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR CONSULTANTS OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE, OR THE FAILURE TO MAINTAIN OR REPAIR THE PROJECT BY ANYONE.
17. Mediation/Choice of Law & Venue. All disputes between the parties regarding this Agreement or the services performed hereunder shall be subject to mandatory mediation prior to either party instituting arbitration or litigation. All disputes shall be resolved in accordance with the laws of the State of Texas and the parties agree that the venue for any mediation, arbitration, or litigation shall be in Bexar County, Texas.
18. Duration of Offer. The rate pricing, scope, and conditions offered in this proposal will remain in force and effect for a period of 60 days from the date of this proposal. If the proposal has not been accepted by execution and returned within the 60-day period, ARIAS reserves the right to revise any rate pricing, scope or condition in the proposal as may be necessary.
19. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARIAS. ARIAS' services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against ARIAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARIAS agree to require a similar provision in all contracts with CONTRACTORS, subcontractors, subconsultants, vendors and other entities involved in the Project to carry out the intent of this provision.
20. Assignment. During the term of this AGREEMENT and following its termination for any reason, neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by ARIAS shall not be considered as an assignment for purposes of this Agreement.
21. No Personal Liability. CLIENT and ARIAS intend that ARIAS' services will not subject ARIAS' individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against Arias & Associates, Inc.
22. Insurance. ARIAS will maintain the following minimum coverages: Statutory Workers' Compensation/Employer's Liability Insurance; Commercial General Liability Insurance with a combined single limit of \$1,000,000; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and ; Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate. ARIAS will provide CLIENT with certificates of insurance evidencing the existence of these policies. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.
23. Integration and Severability. This AGREEMENT reflects the parties' entire Agreement with respect to its terms and limitations and supersedes all prior Agreements, written and oral. If any portion of this AGREEMENT is found void or voidable, such portion will be deemed stricken and the AGREEMENT reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
24. Standard of Care. In providing services under this AGREEMENT, ARIAS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time as the Project. Upon notice to ARIAS and by mutual AGREEMENT between the parties, ARIAS will without additional compensation, correct those services not meeting this standard. ARIAS makes no warranty, express or implied, as to its professional services rendered under this AGREEMENT.
25. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARIAS, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty.
26. Instruments of Professional Service. Instruments of Professional Service are defined as all documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications and test data – prepare by ARIAS. Except as otherwise agreed to by CLIENT and ARIAS, Instruments of Professional Service are and shall remain ARIAS' property, and ARIAS has the right, in its sole discretion, to dispose of or retain the Instruments of Professional Service. CLIENT will not provide Instruments of Professional Service to any other person or entity without ARIAS' prior written consent.
27. Unauthorized Use. Any reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining it through CLIENT will be at CLIENT'S sole risk and without liability to ARIAS. CLIENT will defend, indemnify and hold ARIAS harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining the Instruments of Professional Service through CLIENT.

28. Statutes of Limitations. The Parties hereto agree that any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the date of substantial completion of ARIAS'S services hereunder.

ARIAS and CLIENT hereby agree to the terms and conditions of this Proposal and have caused this AGREEMENT to be executed by their duly authorized officers and made effective as of the day and year first written above.

Consultant: **ARIAS & ASSOCIATES, INC.**

By:  Date: June 4, 2018

Printed Name: Christopher M. Szymczak, P.E. Title: Senior Geotechnical Engineer

Address: 142 Chula Vista
San Antonio, Texas 78232

Phone: (210) 308-5884 Fax: (210) 308-5886

CLIENT: _____

By: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

Desktop Study - Segment D

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Site Visit				
Mileage	0	miles	\$ 0.52	\$ -
GPS	0	day	\$ 100.00	\$ -
Photocopies B/W (8.5" x 11")	0	ea	\$ 0.10	\$ -
Photocopies Color (8.5" x 11")	0	ea	\$ 0.40	\$ -
Photocopies Color (11" x 17")	0	ea	\$ 0.75	\$ -
TOTAL DIRECT COSTS				\$ -

LABOR COSTS																
Description	Principal	Senior Project Engineer	Senior Project Manager	Project Engineer	Prof Geologist	E.I.T. II	E.I.T. I	Laboratory Director	Geologist	CADD Technician / Draftsperson	Drilling Coordinator	Senior Engineering Technician	Engineering Technician	Administrative Specialist	Clerical	Total by Task
	\$ 195.00	\$ 140.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 95.00	\$ 85.00	\$ 95.00	\$ 85.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 60.00	\$ 55.00	\$ 50.00	
Review maps and data		1.5		3.0			4.0									\$ 925.00
Review existing boring logs		1.5		3.0			4.0									\$ 925.00
Invoicing and Meetings				2.0												\$ 250.00
Draft Report Preparation		2.0		4.0			8.0									\$ 1,460.00
Final Report Preparation and Review Comments																\$ -
Site Visit																\$ -
Specific construction issue (Trenchless, Staging, Hauling, constructability)		2.0		4.0												
Address comments provided by Owner		1.0		2.0			2.0									
Subtotal Hours	0.0	8.0		18.0	0.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Subtotal	\$ -	\$ 1,120.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ 1,530.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,560.00
TOTAL LABOR COSTS																\$ 4,900.00
PROJECT TOTAL																\$ 4,900.00

Summary of Fees	
Direct Costs	\$ -
Labor Costs	\$ 4,900.00
Total Fee	\$ 4,900.00

ARWA Phase Segment D Pipelines - Preliminary Geotech

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Field Exploration				
Site Clearing	1	ea	\$ 1,200.00	\$ 1,200.00
Traffic Control Large Project	1	LS	\$ 2,600.00	\$ 2,600.00
Drill Rig Mobilization (Personnel & Equipment)	6	day	\$ 352.00	\$ 2,112.00
Drilling & Sampling	400	ft	\$ 18.00	\$ 7,200.00
Bulk Samples	0	ea	\$ 175.00	\$ -
Piezometer Installation	0	ea	\$ 1,000.00	\$ -
SUBTOTAL FIELD:				\$ 13,112.00
Laboratory Tests				
Moisture Content	160	ea	\$ 18.00	\$ 2,880.00
Atterberg limits test	80	ea	\$ 75.00	\$ 6,000.00
Minus #200 sieve test	80	ea	\$ 55.00	\$ 4,400.00
UC Soil	60	ea	\$ 65.00	\$ 3,900.00
Sieve Analysis	0	ea	\$ 100.00	\$ -
Lime Series Testing	0	ea	\$ 325.00	\$ -
CBR on Bulk Samples w/ moisture density	0	ea	\$ 850.00	\$ -
Sulfate	20	ea	\$ 35.00	\$ 700.00
SUBTOTAL LAB:				\$ 17,880.00
Engineering Report				
Copies (max. 3 copies of report)	0	ls	500.00	\$ -
SUBTOTAL REPORT:				\$ -
TOTAL DIRECT COSTS				\$ 30,992.00

LABOR COSTS									
	Project Manager	Sr. Project Engineer	Project Engineer	Professional Geologist	Sr. Eng. Technician	EIT (I)	Admin. Specialist	Clerical	Total by Task
	\$ 175.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 75.00	\$85.00	\$55.00	\$ 50.00	
Description									
Field Coordination	2.0						4.0		\$ 570.00
Field Reconnaissance - Locate Borings & Utility Clearance					8.0				\$ 600.00
Soil Sampling and Logging					48.0				\$ 3,600.00
Delayed Groundwater Readings					12.0				\$ 900.00
Review Field/Lab Data			4.0			8.0			\$ 1,180.00
Engineering Analysis	2.0	2.0	4.0			12.0			\$ 2,150.00
Draft Report Preparation	2.0	4.0	20.0			12.0			\$ 4,430.00
Final Report Production	2.0	2.0	4.0					2.0	\$ 1,230.00
Subtotal Hours	8.0	8.0	32.0	0.0	68.0	32.0	4.0	2.0	
Subtotal	\$ 1,400.00	\$ 1,120.00	\$ 4,000.00	\$ -	\$ 5,100.00	\$ 2,720.00	\$ 220.00	\$ 100.00	\$ 14,660.00
TOTAL LABOR COSTS									\$ 14,660.00
PROJECT TOTAL									\$ 45,652.00

Summary of Fees	
Direct Costs	\$ 30,992.00
Labor Costs	\$ 14,660.00
Total Fee	\$ 45,652.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.6** Consider adoption of Resolution 2018-06-27-002 approving a Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water entered into a Memorandum of Understanding with the Guadalupe-Blanco River Authority (GBRA) in July 2017 to investigate the cost savings that could be achieved by jointly developing infrastructure to treat and deliver permitted Carrizo water to the Alliance Water Sponsors and to GBRA Sponsors. The result of the investigation was a savings for Alliance Water and GBRA of at least \$30 million each.

In December 2017 the Alliance Water Board approved Resolution 20171220-001 directing the Executive Director to negotiate the terms of a contract with GBRA for common utility facilities. The resolution provided that the negotiations should be concluded no later than June 30, 2018 and it provided the following guidance to the Executive Director:

“The Board authorizes the Executive Director to negotiate with the specific direction being to make certain all economic outcomes are shared equitably and with parity among the parties and in consideration of all potential inevitabilities (contractual and otherwise) that may impact the ultimate cost sharing under the proposed agreement.”

Also in December 2017 the Board authorized a contract with Mike Gershon with the legal firm Lloyd Gosselink to assist Alliance Water in negotiating the agreement.

Staff negotiated with GBRA on the agreement beginning in January 2018 through most of June 2018. Significant input on the primary terms of the agreement was provided by the Executive Committee (later the Technical Committee) along with Mike Taylor and David Davenport.

On June 20, 2018 the GBRA Board of Directors unanimously authorized their General Manager/CEO to negotiate and execute a contract with ARWA for joint facilities.

Mr. Moore will go through a presentation that summarizes the key aspects of the proposed agreement. This agenda item is eligible for an Executive Session if the Board wishes to get advice from legal counsel regarding the agreement.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

Attachment(s)

- Resolution 20171220-001
- Resolution 2018-06-27-002 (to be provided at a later date)
- Presentation on Key Aspects of ARWA-GBRA Water Treatment and Delivery Agreement (to be provided at a later date)
- Water Treatment and Delivery Agreement between ARWA and GBRA (to be provided at a later date)

Executive Director Recommendation

- The Executive Director recommends Board approval of the agreement as negotiated.

Board Decision(s) Needed:

- Adoption of Resolution 2018-06-27-002 approving a Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority.



RESOLUTION NO. 20171220-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS DIRECTING THE EXECUTIVE DIRECTOR TO NEGOTIATE THE TERMS OF A CONTRACT WITH THE GUADALUPE-BLANCO RIVER AUTHORITY FOR COMMON UTILITY FACILITIES, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Alliance Water") entered into a Memorandum of Understanding ("MOU") with the Guadalupe-Blanco River Authority ("GBRA") Related to the Investigation of Potential Common Facilities through the approval of Resolution 20170726-003.

2. HDR, Inc. prepared a report on behalf of Alliance Water and GBRA that demonstrated a common water treatment plant facility and treated water pipelines would yield substantial capital savings to both Alliance Water and GBRA.

3. The MOU requires Alliance Water and GBRA to decide by December 31, 2017 whether to pursue the negotiation of a definitive agreement for a contract for partnering on common utility facilities. On the basis of the cost savings to Alliance Water, the Alliance Water Board wishes to pursue the negotiation of a definitive agreement with GBRA for common facilities.

4. As noted in the MOU, the definitive agreement must include a requirement for GBRA to finance or re-finance its costs for acquisition of Texas Water Alliance assets and GBRA's Carrizo Groundwater Project in a manner that will have such costs paid for by GBRA's customers that will use the water from that project, and will not impact GBRA's basin-wide rate for its other wholesale water customers for their currently contracted quantities of water.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:

SECTION 1. The Board directs the Executive Director to negotiate the terms of a definitive agreement with GBRA for common utility facilities in accordance with the recitals above.

SECTION 2. The Board authorizes the Executive Director to negotiate with the specific direction being to make certain all economic outcomes are shared equitably and with parity among the parties and in consideration of all potential inevitabilities (contractual and otherwise) that may impact the ultimate cost sharing under the proposed agreement.

SECTION 3. The Board directs the Executive Director to use his best efforts to finalize the terms of the definitive agreement so it can be approved by the Board no later than June 30, 2018.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: December 20, 2017.



David Wilson
Chair, Board of Directors

ATTEST:

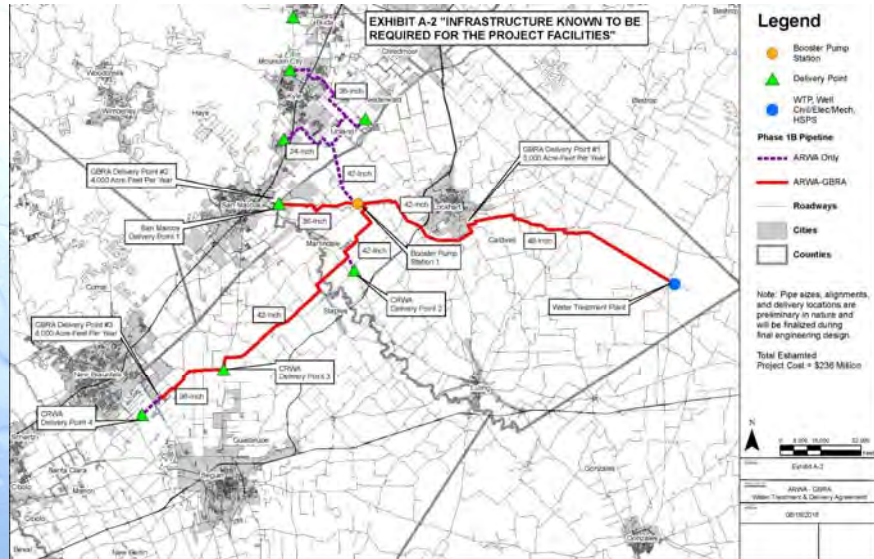

Chris Betz
Secretary, Board of Directors

OVERVIEW OF PROPOSED WATER TREATMENT AND DELIVERY AGREEMENT WITH GBRA

BOARD OF DIRECTORS
JUNE 27, 2018



PROJECT FACILITIES



ARWA GBRA AGREEMENT OVERVIEW



WHAT'S NOT INCLUDED?

- Raw Water Facilities (leases, permits, wells & raw water lines)
- Customer Delivery Facilities (pipelines, meters, etc. that are needed to connect the transmission pipeline with the customer's tanks)

ARWA GBRA AGREEMENT OVERVIEW



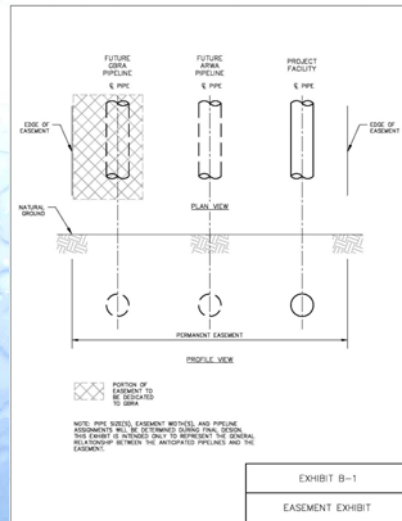
OWNERSHIP

- Alliance owns real property interests in everything except a portion of the pipeline easement reserved for GBRA's future use (see Exhibit).
- Alliance owns the Project Facilities (treatment plant, booster pump station, initial pipeline & all related appurtenances and improvements).
- GBRA owns specific capacity in the Project Facilities (see "Capacity" slide) with ARWA owning all capacity that exceeds the amount owned by GBRA.

ARWA GBRA AGREEMENT OVERVIEW



EASEMENTS FOR PIPELINES



- Easements acquired will provide for a total of three pipelines:
 - Project Facility (i.e. the initial facility)
 - Future Alliance Water pipeline
 - Future GBRA pipeline
- Alliance Water will assign to GBRA a portion of the easement for their future pipeline (hatched area)

ARWA GBRA AGREEMENT OVERVIEW



CAPACITY

Infrastructure Component	Limits	GBRA Capacity (ac-ft/yr)	Total Capacity (ac-ft/yr)*
Water Treatment Plant (WTP)		15,000	37,500
Booster Pump Station (BPS)		12,000	34,500
Pipeline Segment 1	WTP to Lockhart	15,000	37,500
Pipeline Segment 2	Lockhart to BPS	12,000	34,500
Pipeline Segment 3	BPS to San Marcos	4,000	10,000
Pipeline Segment 4	BPS to New Braunfels	8,000	24,500

* Total Capacity may change (increase) during final design.

ARWA GBRA AGREEMENT OVERVIEW



PROJECT ADVISORY COMMITTEE (PAC)

- Alliance Water Executive Director and GBRA General Manager each appoint three representatives to a Project Advisory Committee.
- Input from the PAC is non-binding, except for minimum design standards and construction of facilities in the Project Property that are not Project Facilities.
- PAC will generally provide input on all aspects of the project including design, construction, start-up and operations.

ARWA GBRA AGREEMENT OVERVIEW



PROGRAM DEVELOPMENT

- Alliance Water will lead all aspects of design, property acquisition and construction of the program, though it does have the option to request GBRA to take the lead on any component.
- Development of a Preliminary Engineering Report (PER) for the shared program is required within 90 days. The PER will set the basis for sizing of the program components and will set the basis for the construction cost share, which will be firmed up after final design.

ARWA GBRA AGREEMENT OVERVIEW



COST SHARING

- Each party pays one-half the costs of design of the common facilities and for the acquisition of all property.
- Construction costs will be split based on the proportionate share of capacity as determined at the end of final design of each component.
- Alliance Water and GBRA will continue to separately issue bonds to fund their respective shares of the program capital cost.

ARWA GBRA AGREEMENT OVERVIEW



FACILITY EXPANSIONS

- Alliance Water will continue with its plan to expand the WTP in phases to grow into its permitted water supply.
- Alliance Water has the ability to add additional facilities to the project at its own cost provided the facilities do not interfere with the Project Facilities and GBRA's separate facilities (i.e. raw water lines)
- GBRA's expansion of the Project Facilities, or new facilities other than a pipeline, would require a written amendment to the agreement.

ARWA GBRA AGREEMENT OVERVIEW



TREATMENT AND DELIVERY SERVICES

- Alliance Water is responsible for operation and maintenance (O&M) of the Project Facilities.
- Alliance Water will develop an annual budget for the O&M. A portion of the budget will be a fixed monthly charge and the remaining portion will be a per 1,000 gallon rate for variable costs (i.e. electricity and chemicals)
- O&M costs will be split proportionately between the Parties

ARWA GBRA AGREEMENT OVERVIEW



AGREEMENT TERM

- Agreement is effective until the end of 2058.
- The agreement automatically renews for two additional 10-year periods unless notice is provided at least three years prior to the expiration.
- If all debt supported by the project is not paid off by the termination date of the agreement, then the agreement will automatically extend.

ARWA GBRA AGREEMENT OVERVIEW



REMEDIES

- To extent possible, both Parties agree to waive right to use eminent domain against one another that would alter the ownership interests.
- To extent possible, Parties agree not to sue each other utilizing the Public Security Declaratory Judgement Act – if it does occur, extended response times are included in the agreement.

ARWA GBRA AGREEMENT OVERVIEW



QUESTIONS

www.alliancewater.org

Graham Moore, P.E.
Executive Director
(512) 294-3214
gmoore@alliancewater.org

ARWA GBRA AGREEMENT OVERVIEW





RESOLUTION NO. 20180627-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A WATER TREATMENT AND DELIVERY AGREEMENT WITH THE GUADALUPE-BLANCO RIVER AUTHORITY, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "ARWA") is developing a Carrizo Aquifer water supply project in eastern Caldwell County that includes a wellfield, pump station, and water treatment and transmission facilities for delivery of water to ARWA's sponsors or wholesale customers, with groundwater permitting complete and permits issued for approximately 15,000 acre feet per year, and pipeline routing and development of a construction program and financing underway.

2. The Guadalupe-Blanco River Authority ("GBRA") has acquired a Carrizo Aquifer water supply project associated with GBRA's own, previously planned groundwater supply project in eastern Caldwell and northern Gonzales Counties, both of which contemplate production, treatment and transmission facilities for delivery of water to serve wholesale customers, with groundwater permitting complete and permits issued for approximately 15,000 acre feet per year, and pipeline routing and development of a construction program and financing underway.

3. ARWA and GBRA desire to enter into this Agreement to achieve cost savings through sharing in various costs associated with the water transmission lines, water treatment plant, and other associated infrastructure, land and property required for treating and delivering their respective groundwater supplies from the wellfields to their intended delivery points and subsequent, respective beneficial uses.

4. ARWA's ownership of the Project Facilities, the ownership interests of ARWA and GBRA in the Project Property, and in the capacity of the Project Facilities, and the allowance for each ARWA and GBRA to construct, operate and maintain one additional pipeline in the Project Property subsequent to construction of the Project Facilities, are at the core of this Agreement, and each Party expressly represents and acknowledges that it they would not have entered into this Agreement without those matters being carefully specified herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:

PART 1. The attached Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority is approved.

PART 2. Alliance Water's Board Chair, Chris Betz, is authorized to execute the Agreement on behalf of Alliance Water.

PART 3. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: June 27, 2018.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

**WATER TREATMENT AND DELIVERY AGREEMENT
BETWEEN
ALLIANCE REGIONAL WATER AUTHORITY
AND
GUADALUPE-BLANCO RIVER AUTHORITY**

This Water Treatment and Delivery Agreement (“Agreement”) is made and entered into by and between the Guadalupe-Blanco River Authority (“GBRA”), a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution, and Alliance Regional Water Authority (“ARWA”), a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution (collectively, the “Parties” and singularly, “Party” unless the context provides otherwise). The Effective Date of this Agreement is the ____ day of June, 2018.

RECITALS

WHEREAS, ARWA is developing a Carrizo Aquifer water supply project in eastern Caldwell County that includes a wellfield, pump station, and water treatment and transmission facilities for delivery of water to ARWA’s sponsors or wholesale customers, with groundwater permitting complete and permits issued for approximately 15,000 acre feet per year, and pipeline routing and development of a construction program and financing underway;

WHEREAS, GBRA has acquired a Carrizo Aquifer water supply project associated with GBRA’s own, previously planned groundwater supply project in eastern Caldwell and northern Gonzales Counties, both of which contemplate production, treatment and transmission facilities for delivery of water to serve wholesale customers, with groundwater permitting complete and permits issued for approximately 15,000 acre feet per year, and pipeline routing and development of a construction program and financing underway;

WHEREAS, the Parties desire to enter into this Agreement to achieve cost savings through sharing in various costs associated with the water transmission lines, water treatment plant, and other associated infrastructure, land and property required for treating and delivering their respective groundwater supplies from the wellfields to their intended delivery points and subsequent, respective beneficial uses;

WHEREAS, the ARWA’s ownership of the Project Facilities, the ownership interests of each Party in the Project Property, and in the capacity of the Project Facilities, and the allowance for each Party to construct, operate and maintain one additional pipeline in the Project Property subsequent to construction of the Project Facilities, all as specified herein, are at the core of this Agreement, and each Party expressly represents and acknowledges that it they would not have entered into this Agreement without those matters being carefully specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, ARWA and GBRA mutually undertake, promise, and agree as follows:

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

“ARWA’s Water Supply” means ARWA’s groundwater interests in the Carrizo Aquifer that is the source of raw water ARWA will deliver to the Project Facilities.

“ARWA’s Annual Maximum Raw Water Delivery Rate” means the maximum cumulative amount of raw water ARWA can deliver through ARWA’s delivery meter to the Project Facilities during any calendar year.

“ARWA’s Annual Maximum Treated Water Delivery Rate” means the maximum amount of treated water delivered by ARWA to ARWA’s respective points of delivery during any calendar year, which is the balance of treated water that ARWA can deliver to ARWA’s respective points of delivery after setting aside GBRA’s Annual Maximum Treated Water Delivery Rate less System Losses.

“ARWA Point of Delivery” means a point at which ARWA will deliver treated water to ARWA’s Separate Facilities for delivery by ARWA to its sponsors or customers. The ARWA Points of Delivery are generally described in Exhibit A-1 attached hereto and incorporated herein for all purposes. Upon finalizing the exact location of the ARWA Points of Delivery, the Parties shall substitute Exhibit A-1 with those finalized exact locations.

“GBRA’s Annual Maximum Raw Water Delivery Rate” means the maximum cumulative amount of raw water GBRA can deliver through GBRA’s delivery meter to the Project Facilities during any calendar year, which is 15,000 acre feet.

“GBRA’s Annual Maximum Treated Water Delivery Rate” means the maximum cumulative amount of treated water delivered by ARWA to the GBRA Points of Delivery during any calendar year, which is 15,000 acre feet, less System Losses.

“GBRA’s Gonzales Carrizo Water Supply Project” means GBRA’s water supply project that will bring Carrizo Aquifer water from Gonzales and Caldwell counties, and deliver that water to wholesale customers of GBRA in Caldwell, Hays, Guadalupe, and Comal counties.

“GBRA’s Maximum Instantaneous Raw Water Delivery Rate” means the maximum amount of raw water GBRA can deliver through GBRA’s delivery meter to the Project Facilities during any consecutive 60-second (one minute) period of time, which is 9,299 gallons.

“GBRA’s Maximum Instantaneous Treated Water Delivery Rate” means the maximum amount of treated water delivered by ARWA to the GBRA Points of Delivery during any consecutive 60-second (one minute) period of time, which is 9,299 gallons, less System Losses.

“GBRA Point of Delivery” means a point at which ARWA will deliver treated water to GBRA’s Separate Facilities for delivery by GBRA to its customers. The GBRA Points of Delivery are generally described in Exhibit A-1 attached hereto and incorporated herein for all purposes. Upon finalizing the exact location of the GBRA Points of Delivery, the Parties shall substitute Exhibit A-1 with those finalized exact locations.

“GBRA’s Water Supply” means GBRA’s groundwater interests in the Carrizo Aquifer that is the source of the raw water GBRA will deliver to the Project Facilities.

“Project” means the initiative of the Parties to collaborate pursuant to the terms of this Agreement to achieve cost savings through sharing in various costs associated with the Project Facilities and Project Property.

“Project Advisory Committee” means the Committee described in Section 3.2 of this Agreement.

“Project Debt Instruments” means the bonded indebtedness each Party undertakes to fund its respective share of the Project costs.

“Project Facilities” means the water treatment plant and those water transmission lines, pump stations, metering equipment, piping, control devices, systems and appurtenances at delivery points, and other associated improvements to be used for the purpose of (1) receiving untreated groundwater from each Party in a volume, rate, and quality set forth in this Agreement and (2) treating and delivering water to each Party at the locations, volume, rate, and quality set forth in this Agreement. The infrastructure known to be required for the Project Facilities as of the Effective Date are summarized in Exhibit A-2. The actual infrastructure will not be known until the preliminary engineering report described in this Agreement is completed. If changes to the planned Project Facilities are proposed, ARWA will notify GBRA and will reasonably cooperate with GBRA during the planning and design phases so that the needs of both Parties are known and considered. Project Facilities do not include any Separate Facilities of either Party.

“Project Property” means the real property interests, land and easements associated with the Project Facilities. This term does not extend to property interests, land or easements owned by a Party and associated with that Party’s separate facilities.

“Separate Facilities” means facilities owned by a Party that serve either (1) to deliver that Party’s raw water to the Project Facilities, or (2) to deliver treated water from a Party’s Points of Delivery to one or more sponsors or customers of that Party.

“System Losses” means water losses that occur in the Project Facilities during the course of treatment and delivery, the amount of which will be determined by ARWA in accordance with industry standards and with input from the Project Advisory Committee.

The term “transmission” of water is synonymous with “delivery” of water unless the context provides otherwise.

ARTICLE II

PROJECT OWNERSHIP

2.1 Ownership of Land and Easements.

(a) ARWA shall own the real property interests in any and all Project Property except for the portion of the pipeline easement reserved for GBRA’s additional pipeline. GBRA shall not have any legal or equitable rights in the land and easements, except to the extent provided by Subsection 2.1(b) and (c).

(b) The Parties agree that all real property interests acquired for the Project Facilities shall be of sufficient size to meet the requirements of the final plans and specifications set forth in Section 3.3 and to provide additional space for each Party to locate one additional pipeline owned by that Party in the pipeline easement for use with the Party’s future water supply projects, including but not limited to groundwater, surface water, and aquifer storage and recovery projects. These two additional pipelines will not be components of the Project Facilities. Each Party, when installing its additional pipeline, must do so in a manner that does not conflict with the Project Facilities. Coordination of the Parties related to these additional two pipelines in the pipeline easement shall be in accordance with Section 5.3. GBRA shall own that portion of the pipeline easement reserved for GBRA’s additional, separately owned pipeline as reflected in Exhibit B-1. ARWA shall own the remaining portion of this pipeline easement as reflected in Exhibit B-1. During initial acquisition of the pipeline easements, ARWA shall include language in each easement that allows ARWA to assign a portion of the easement to GBRA that is described in this section. The easement to be acquired by ARWA shall include, at a minimum, the elements described in the attached Exhibit B-2. Within 60 (sixty) calendar days of ARWA’s acquisition of the last pipeline easement required for the Project and within which these two additional pipelines may be installed, ARWA agrees to assign GBRA’s portion of the easement to GBRA. The assignment shall include, at a minimum, the elements described in the attached Exhibit B-3.

(c) ARWA agrees to grant or assign GBRA an easement with an additional temporary construction easement over, across, under and upon the tract of property owned by ARWA that will be used for the water treatment plant site, for GBRA’s pipelines that will deliver raw water from GBRA’s well field to the water treatment plant. ARWA agrees to provide GBRA with the easements and temporary construction easements within sixty (60) days after receiving written notice from GBRA that GBRA intends to begin construction of its Separate Facilities. The easements and temporary construction easements shall include, at a minimum, the elements described in the attached Exhibit B-2. During the design of the Project Facilities, ARWA, with input from the Project Advisory Committee, will determine the best location for the easements, and the width of the easements and temporary construction easements. The width of the easements and the temporary construction easements shall be sufficient to accommodate two pipelines to the treatment plant and other facilities that may be required. After the Effective Date of this Agreement, ARWA agrees to allow GBRA access to the treatment plant site to allow GBRA to

conduct investigations, including without limitation, soil tests (including borings as necessary), topographical and boundary surveys, engineering studies, planning feasibility studies, archeological and environmental inspections (including shovel tests and backhoe trenching, as necessary), a study of drainage and access, appraisals, and all such other investigations and surveys (collectively “Investigations”) as GBRA may require to determine the locations and widths of the easements and the suitability of the land for GBRA’s raw water pipelines and related facilities. GBRA shall provide reasonable notice to ARWA that it intends to access the property to conduct the Investigations and shall coordinate with ARWA to ensure GBRA’s activities do not interfere with the design, construction, or operation of the Project Facilities.

2.2 Ownership of Project Facilities. ARWA shall own the Project Facilities and any improvements to the Project Facilities, except for the capacity in the Project Facilities described below in Section 2.3. Except as provided by Section 2.3, GBRA shall not have any legal or equitable rights to the Project Facilities.

2.3 Ownership of Capacity.

(a) GBRA shall own capacity in the Project Facilities in the quantities as described in this Section 2.3 and in Exhibit C attached to and incorporated into this Agreement for all purposes. ARWA shall own all capacity in the Project Facilities not owned by GBRA. Neither Party shall have the right to use capacity owned by the other Party without written consent on terms mutually agreeable to both Parties.

(b) GBRA’s ownership interest in capacity in the Project Facilities may not be terminated or abrogated and ARWA shall be obligated to treat and deliver water from GBRA’s Water Supply using GBRA’s capacity in the Project Facilities, less System Losses. This Section 2.3, GBRA’s ownership interest in the capacity in the Project Facilities, and ARWA’s obligation to treat and deliver water from GBRA’s Water Supply, shall survive the termination of this Agreement.

ARTICLE III
PROJECT FACILITIES DEVELOPMENT AND OVERSIGHT

-2

3.1 Project Development Overview.

(a) Unless otherwise agreed to in writing by the Parties, ARWA shall be responsible for the design and construction of all of the Project Facilities and the acquisition of all of the real property required for the Project Facilities and other facilities to be located on Project Property.

(b) The improvements known on the Effective Date to be required for the Project Facilities are summarized in Exhibit A-2, along with the estimated cost as of the Effective Date. However, the actual improvements will not be known until the engineering report described in this Agreement is completed, and the actual cost of the improvements will not be known until bids from contractors are received. Multiple construction contracts initiated at different times are anticipated to be required to complete the Project Facilities. At the request of GBRA, ARWA will evaluate whether to allow GBRA to take the lead on any aspect of the design, planning, acquisition,

construction, and completion of any portion of the Project Facilities or Project Property. ARWA is under no obligation, however, to accept GBRA's request to take the lead under this subsection and, if ARWA does not accept GBRA's request to take the lead, then ARWA will take the lead. If GBRA takes the lead to design and construct any portion of the Project Facilities, GBRA shall comply with the requirements of Sections 3.1(c), 3.2, 3.3, and 4.1, as if it were ARWA.

(c) During the planning and design phase, each Party is responsible for identifying in writing to the other Party any infrastructure that is proposed to be used to deliver or receive water from the Project Facilities, or that may be directly associated with or that may affect the operation of the Project Facilities in any way, and which is independently owned or controlled by the Party. Each Party shall notify the other Party in writing if changes in the proposed infrastructure to deliver or receive water from the Project Facilities are necessary after the planning and design phase. Subject to receiving and maintaining all necessary regulatory approvals from the Texas Commission on Environmental Quality and any relevant groundwater conservation district, each Party agrees to design and construct infrastructure improvements to that portion of its respective system that connects with the Project Facilities in a manner consistent with the design and construction of the Project Facilities such that the Project Facilities will receive that Party's untreated groundwater in a volume, rate, and quality set forth in this Agreement and will then deliver treated water back to that Party at the volume, rate, and quality set forth in this Agreement. Each Party shall incorporate a Supervisory Control and Data Acquisition ("SCADA") system compatible with the Project Facilities and will coordinate access to the SCADA system by the Project Operator as may be required for the convenient and proper operation of the Project Facilities.

3.2 Project Advisory Committee.

(a) The Parties agree to the creation of a Project Advisory Committee, which shall consist of three representatives from each Party appointed by GBRA's General Manager and ARWA's Executive Director.

(b) ARWA and GBRA shall cooperate with each other through the Project Advisory Committee to the extent described in this Agreement to ensure the Project Facilities, Project Property, connecting facilities, and other easements that may be required by either Party for their Separate Facilities meet the requirements of the Parties.

(c) The Project Advisory Committee may perform the following functions:

(1) Provide input on minimum design standards for the various components of the Project Facilities that will be used by the engineers in designing the Project Facilities and used by the contractors constructing the Project Facilities;

(2) Provide input regarding the design, planning, bidding, and construction of the Project Facilities;

(3) Monitor changes in the construction projects and provide input to ARWA regarding the compatibility of these changes with the objectives of this Agreement;

(4) Recommend whether one or more consultants should be hired by ARWA to provide start-up services for the design, planning, bidding, and construction of the Project Facilities and, if so, provide recommendations regarding consultant selection;

(5) Review operator proposals and provide recommendations to ARWA;

(6) Review annual budgets for the Project submitted by the operator and provide recommendations to ARWA;

(7) Review annual audited financial statements provided by ARWA and GBRA;

(8) Provide input on operating procedures to address System Losses and the allocation of those losses between the Parties, how each Party will provide sufficient raw water to the Project Facilities, how ARWA will use Project Facilities for peaking, and how GBRA will meet its customers' demands while not exceeding GBRA's Maximum Instantaneous Raw Water Delivery Rate or GBRA's Maximum Instantaneous Treated Water Delivery Rate;

(9) Provide input on operating procedures that ensure neither Party uses the capacity of the other Party;

(10) Review and comment on coordination plans developed in connection with the construction of facilities in the Project Property that are not Project Facilities; and

(11) Perform other tasks that ARWA and GBRA jointly agree would be appropriate.

(d) ARWA and its consulting engineer shall consider all the input, comments and recommendations provided to ARWA by the Project Advisory Committee. Except as provided by this subsection (d), the Project Advisory Committee's input, comments and recommendations are not binding on ARWA. Notwithstanding the foregoing, ARWA shall comply with the minimum design standards and the operating procedures for which the Project Advisory Committee has provided input in accordance with Section 3.2(c)(1) and (c)(10).

3.3 Project Design and Construction.

(a) Preliminary Engineering Report. Within 90 (ninety) calendar days of the Effective Date of this Agreement, ARWA will cause its consulting engineer to immediately begin preparing a preliminary engineering report (the "report") for the Project Facilities and to complete the report as soon as practicable. At a minimum, the report will address the number of design and construction projects required for the Project Facilities, detailed costs of each component of the Project Facilities and Project Property and the schedule for completion of all of the Project Facilities up to the Total Capacity. A draft of the report will be provided to the Project Advisory Committee for review and comment. The Project Advisory Committee will submit comments to ARWA's consulting engineer within 30 (thirty) calendar days of receipt of the draft report. A

proposed final report will be submitted to the Project Advisory Committee within 15 (fifteen) calendar days of receipt of the Project Advisory Committee's comments. The Project Advisory Committee may provide comments within 15 (fifteen) calendar days of receipt of the final report. ARWA shall direct its consulting engineer to consider the Project Advisory Committee's comments and complete the final report.

(b) Final Plans and Specifications and Bid.

(1) After completion of the Preliminary Engineering Report, ARWA shall proceed with final engineering design, acquisition of easements and rights-of-way, environmental investigations, and solicitation of construction bids.

(2) For each component of the Project Facilities in the construction program, ARWA shall prepare final plans and specifications consistent with the Preliminary Engineering Report. Prior to finalizing the final plans and specification, ARWA shall provide a copy of the plans to the Project Advisory Committee for its review and comment. The Project Advisory Committee may provide comments within 15 (fifteen) calendar days of receipt of the draft plans. ARWA shall direct its consulting engineer to consider the Project Advisory Committee's comments before finalizing the final plans and specifications.

(3) ARWA shall solicit construction bids for construction of the Project Facilities in accordance with applicable law and ARWA's procurement policies. ARWA shall provide a copy of the bid results to the Project Advisory Committee. The Project Advisory Committee may provide comments within five (5) calendar days of receipt of the bid results. ARWA shall notify GBRA in writing of the bid results and the bid award.

(c) Real Property Interests. ARWA is responsible for securing all of the real property interests for all transmission routes and other facilities associated with the Project Facilities for which ARWA is responsible on a timely basis that coincides with the timeline for completion of construction. ARWA may request that GBRA secure certain real property interests for transmission facilities on ARWA's behalf.

(d) Contract Awards and Change Orders. ARWA will award the construction contracts and will work with GBRA to provide all necessary documentation to have the TWDB funding released for the construction projects. ARWA will provide change orders to the construction contract(s) to the Project Advisory Committee for review and comment, and will consider the committee's input before approving any change orders.

(e) Inspection Services. GBRA's inspectors shall provide timely input to ARWA on some or all of the Project Facilities but ARWA is not bound by this input.

(f) Support for Contract Enforcement. For all of the engineering contracts and construction contracts required to design and construct the Project Facilities, GBRA may contribute financial or other resources in support of ARWA's enforcement of the contracts.

(g) Status Reports: ARWA will make monthly construction status reports to GBRA and the Project Advisory Committee.

(h) Completion of Project Facilities: By June 1, 2023, ARWA will use its best efforts to substantially complete those portions of the Project Facilities required to supply treated water at the GBRA Points of Delivery at GBRA's Maximum Instantaneous Treated Water Delivery Rate. ARWA shall provide GBRA with written notice of the substantial completion of the Project Facilities required to deliver treated water at the GBRA Points of Delivery.

ARTICLE IV

PROJECT FINANCING

4.1 Allocation of Costs of Project.

(a) Each Party shall pay one-half of the costs of design of the Project Facilities (including, without limitation, the costs of engineering, environmental, surveying, geotechnical and related services) and one-half of the costs of acquisition of all Project Property interests required for the Project Facilities, including the costs of land/easement acquisition, fees for land acquisition agents, appraisal, surveying, title insurance and legal services, and any related court costs.

(b) GBRA shall pay its proportionate share of the costs to construct the Project Facilities. GBRA's proportionate share of the costs shall be equal to "GBRA's Percentage of Capacity," which is calculated by dividing the "GBRA Capacity" by the "Total Capacity" figures indicated in Exhibit C. Upon completion of the final plans and specifications of the Project Facilities, the Parties shall revise Exhibit C to identify the capacity of each of the infrastructure components of the Project Facilities so as to be consistent with the capacities described by the final plans and specifications ("Revised Exhibit C"). After the completion of the construction of the Project Facilities, the Parties shall reexamine the final capacities of each infrastructure component as built. If any of the final capacities of any of the infrastructure components are greater or less than the capacities described under the heading "Total Capacity" in the Revised Exhibit C by more than 10% (ten percent), the Parties shall revise the Revised Exhibit C to identify the final as-built total capacities of each infrastructure component of the Project Facilities ("Second Revised Exhibit C"). The Second Revised Exhibit C shall be substituted for the Revised Exhibit C attached to this Agreement and incorporated into this Agreement for all purposes. If, after the completion of the construction of the Project Facilities required to serve GBRA, GBRA's Percentage of Capacity decreases by more than 10% (ten percent), ARWA shall refund the difference between the amount GBRA paid up to that point, and the amount GBRA should have paid based on GBRA's Percentage of Capacity as it was revised.

(c) Upon ARWA's award and execution of each construction contract and the release of bond proceeds by the Texas Water Development Board ("TWDB") for each associated construction contract, GBRA will remit its TWDB funding to ARWA to be held in a dedicated account for the construction projects for which ARWA is the lead. If ARWA agrees to allow GBRA to take the lead on designing or constructing, or both, any of the Project Facilities, ARWA

will remit its TWDB funding to GBRA to be held in a dedicated account for the construction projects for which GBRA is the lead.

(d) ARWA will submit invoices to GBRA assessing GBRA its proportionate share of the costs to acquire the real property interests required for the Project, and for the costs of planning and designing the Project Facilities as ARWA receives invoices from its consultant(s) and contractor(s). The invoice shall be due and payable within 20 (twenty) calendar days after the date of the invoice. GBRA shall pay those invoices to ARWA at ARWA's office in San Marcos, Texas, or at such other place as ARWA may from time to time designate by 60 (sixty) calendar days' written notice.

4.2 ARWA and GBRA Bonds. Each Party expressly acknowledges, agrees, and warrants that it will take no action to adversely affect the tax-exempt status of the tax-exempt bonds or other obligations of the other Party hereto.

ARTICLE V
PROJECT FACILITIES EXPANSION AND
ADDITIONAL FACILITIES IN PROJECT PROPERTY

5.1 ARWA Phased Construction. The Project Facilities will be constructed to meet the full capacity requirements of GBRA. With respect to ARWA's capacity, ARWA intends to construct the water treatment plant portion of the Project Facilities in phases to reach the ultimate Total Capacity described in Exhibit C. As ARWA expands the water treatment plant portion of the Project Facilities to the Total Capacity, ARWA shall comply with all relevant provisions of Article III relating to the review and comment by the Project Advisory Committee.

5.2 Project Facilities Expansion by GBRA. Any expansion of Project Facilities by GBRA or adjustment in GBRA's capacity in the Project Facilities is subject to approval by ARWA and requires a written amendment to this Agreement.

5.3 Additional Facilities in Project Property. Separate from ARWA's additional pipeline addressed in Section 2.1, ARWA plans to and may locate facilities in the Project Property that are not Project Facilities. Before ARWA designs any final plans and specification for these facilities to be located in the Project Property that are not Project Facilities, ARWA shall coordinate with GBRA regarding the placement of these facilities, how the facilities may interconnect with Project Facilities, and the timing of construction of these facilities to ensure that these facilities do not interfere with the Project Facilities or GBRA's Separate Facilities. ARWA shall develop a coordination plan and submit that plan to the Project Advisory Committee for review and comment. The Project Advisory Committee may provide comments within 15 (fifteen) calendar days after receiving the coordination plan. ARWA shall consider the comments from the Project Advisory Committee when constructing the facilities. Separate from GBRA's additional pipeline addressed in Section 2.1 and GBRA's Separate Facilities, an amendment to this Agreement is required to authorize GBRA to locate facilities in the Project Property that are not Project Facilities.

ARTICLE VI
WATER TREATMENT AND DELIVERY SERVICES

6.1 Project Facilities Operation and Maintenance.

(a) ARWA shall be responsible for the operation and maintenance of the Project Facilities pursuant to the terms and conditions of this Agreement.

(b) ARWA shall select one or more operators for the Project Facilities after a competitive procurement process and consideration of any Project Advisory Committee recommendations. ARWA and GBRA each may submit a proposal to serve as operator of the Project Facilities. ARWA will review the operator's performance at least once every five (5) years, but may review the operator's performance more frequently in ARWA's sole discretion. ARWA may terminate an operator in its sole discretion. ARWA may select another operator using the same procedure as the original selection. ARWA may hire a consultant to provide start-up services for the Project Facilities.

6.2 Cooperation. After substantial completion of the Project Facilities, ARWA and GBRA agree to make their respective employees available for consultation and available for periodic and special meetings as may be necessary for the convenient and proper operation of the water treatment plant and each Party's respective well fields and associated infrastructure. ARWA and GBRA shall each designate in writing to the other a designated contact person (the "Designated Contact") who shall be the initial point of contact for all routine operational issues arising under this Agreement. The Designated Contacts shall meet as needed to review operations and address issues of concern, although the Designated Contacts shall not have the authority to amend or waive the requirements of this Agreement. The Designated Contacts may be members of the Project Advisory Committee.

6.3 Delivery of Groundwater to the Project Facilities and Delivery of Treated Water to the GBRA Delivery Points.

(a) At least 30 (thirty) calendar days prior to GBRA beginning to deliver water from GBRA's Water Supply to the Project Facilities, GBRA shall provide ARWA with written notice of GBRA's intent to have ARWA begin treating water from GBRA's Water Supply and delivering it to the GBRA Points of Delivery. Such notice shall not be provided before ARWA provides notice to GBRA pursuant to Section 3.3(h) of completion of the Project Facilities.

(b) After providing the notice required by Section 6.3(a), GBRA shall deliver water from GBRA's Water Supply to the Project Facilities. The amount of water delivered by GBRA shall be sufficient to meet the demands of GBRA's customers and cover any System Losses. GBRA shall coordinate with the operator of the Project Facilities regarding the deliveries.

(c) GBRA shall not deliver water from GBRA's Water Supply to the Project Facilities at a rate and in an amount that exceeds GBRA's Annual Maximum Raw Water Delivery Rate or GBRA's Maximum Instantaneous Raw Water Delivery Rate. GBRA shall not deliver water from any source of supply other than the Carrizo Aquifer to the Project Facilities. ARWA shall treat

water from GBRA's Water Supply and deliver treated water to the GBRA Points of Delivery at a rate and in an amount that shall not exceed GBRA's Annual Maximum Treated Water Delivery Rate or GBRA's Maximum Instantaneous Treated Water Delivery Rate. Consistent with the commitments in this section, ARWA will not treat and deliver water from ARWA's Water Supply to the Project Facilities at a rate and in an amount or operate the Project Facilities in a manner that conflicts with GBRA's Annual Maximum Raw Water Delivery Rate, GBRA's Annual Maximum Treated Water Delivery Rate, GBRA's Maximum Instantaneous Raw Water Delivery Rate or GBRA's Maximum Instantaneous Treated Water Delivery Rate, nor will ARWA exceed ARWA's Annual Maximum Raw Water Delivery Rate or ARWA's Annual Maximum Treated Water Delivery Rate.

6.4 Rates for Water Treatment and Delivery Services.

(a) The rates for water treatment and delivery services shall include (1) a monthly fixed rate and (2) a rate per 1000 gallons of water, each as determined by the ARWA Board of Directors to then be in effect for the treatment and delivery of water from GBRA's Water Supply through the Project Facilities. The ARWA Board of Directors at any time and from time to time may change the rates for water treatment and delivery services. The rates for water treatment and delivery services shall be sufficient to cover the operation, maintenance, and administrative expenses of the Project Facilities, and set in accordance with accepted rate-making practices. The monthly fixed rate shall include costs that do not significantly vary based on flow rate; these include, but are not limited to, salaries, overhead, testing, and electrical service. Except as provided by subsection (c) and (d) of this Section, the monthly fixed rate may also include debt service on debt instruments that ARWA may issue from time to time to repair, improve, and upgrade the Project Facilities. The debt service amount to be charged to GBRA during each fiscal year shall be equal to the portion of the debt service requirement that is allocated to GBRA as provided in this section. The rates for water treatment and delivery services charged to GBRA to recover GBRA's proportionate share of ARWA's operation and maintenance of the Project Facilities and GBRA's proportionate share of the allocated debt service shall be set by ARWA in accordance with accepted rate-making practices.

(b) The charges for water treatment and delivery services per month shall be calculated by adding the monthly fixed rate to the charge calculated by multiplying the amount of treated water delivered by ARWA to the GBRA Points of Delivery, as measured by the water meters described in Section 6.12 below, by the then-current per 1,000 gallon rate for water treatment and delivery services.

(c) Rates for water treatment and delivery services shall not include debt service or debt service coverage on any bonds issued by ARWA for the construction of the initial phase of the Project Facilities, or any bonds issued by ARWA to acquire land or interests in land used solely for the production of groundwater or the capital outlays or royalty payments related thereto, for the design and construction of additional phases of the Project Facilities to bring those facilities to the Total Capacity, or for the design and construction of facilities used to produce and deliver water from ARWA's Water Supply to the water treatment plant.

(d) At least 90 (ninety) days before ARWA adopts any resolution to issue any debt to repair, improve, or upgrade the Project Facilities as provided by subsection (a) of this section, ARWA shall provide notice to GBRA of ARWA's intent to issue debt, and shall provide to GBRA information regarding the improvements the proceeds from the issuance of debt will fund and the terms and conditions of the debt instruments. At GBRA's election, GBRA may "cash fund" its respective share or issue its own debt, as that amount is jointly determined by GBRA and ARWA, of any repair, improvement, or upgrade to the Project Facilities, and that, in such case, GBRA shall not be responsible for any debt services charges associated with GBRA's proportionate share of the repair, improvement, or upgrade to the Project Facilities.

(e) The assessment of the charges for water treatment and delivery services shall commence the month that ARWA begins to deliver treated water through the Project Facilities to the GBRA Points of Delivery.

6.5 Notice of Rate Change. If ARWA desires to adjust the rates for water treatment and delivery services, it shall, at least 90 (ninety) calendar days before the first day on which such adjustment is to become effective, give written notice to GBRA; however, the failure to provide such notice shall not invalidate the adjusted charge or rate.

6.6 Billing and Payment. ARWA will render bills to GBRA once each month for the payments required by this Agreement. Any prepayments shall be shown on the bill as a credit. ARWA shall, until further notice, render such bills on or before the 10th calendar day of each month and such bills shall be due and payable at ARWA's office indicated below by the 20th calendar day of each month or 15 (fifteen) calendar days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to GBRA, whichever is later. ARWA may, however, by 60 (sixty) calendar days' written notice, change the monthly date by which it shall render bills, and all bills shall thereafter be due and payable 10 (ten) calendar days after such date or 15 (fifteen) calendar days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to GBRA, whichever is later. GBRA shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to ARWA at its office in San Marcos, Texas, or at such other place as ARWA may from time to time designate by 60 (sixty) calendar days' written notice.

6.7 Source of Payments. The Parties agree and GBRA represents and covenants that all moneys required to be paid by GBRA under this Agreement shall constitute reasonable and necessary operating expenses of GBRA's Gonzales Carrizo Water Supply Project, as authorized by the Constitution and the laws of the State of Texas. All payments required to be made by GBRA to ARWA under this Agreement shall be payable from income from GBRA's customers purchasing water associated with the Project and proceeds from GBRA's issuance of debt associated with the Project. ARWA shall never have the right to demand payment by GBRA of any obligations assumed by or imposed upon it under or by virtue of this Agreement from funds raised or to be raised by taxation and GBRA's obligation under this Agreement shall never be construed to be a debt of GBRA of such kind as to require it under the Constitution and the laws of the State of Texas to levy and collect a tax to discharge such obligation.

6.8 Payments Unconditional. So long as any part of such debt instruments issued by either GBRA or ARWA for the Project are outstanding and unpaid, neither Party shall have a right to terminate this Agreement, it being the intention of the Parties that, so long as any portion of such debt instruments are outstanding and unpaid, all sums required to be paid by GBRA to ARWA shall continue to be payable in all events and the obligations of both Parties hereunder shall continue unaffected, unless those obligations reduced or terminated pursuant to an express provision of this Agreement. It is specifically provided, however, that this Section shall not prevent GBRA from exercising any rights related to breach of this Agreement by ARWA.

6.9 Covenant to Maintain Sufficient Income. GBRA agrees to fix and maintain rates and collect charges for the facilities and services provided by GBRA's Gonzales Carrizo Water Supply Project as will be adequate to permit GBRA to make prompt payment of all expenses of operating and maintaining GBRA's Gonzales Carrizo Water Supply Project, including payments under this Agreement from revenues associated with the Project, and to make prompt payment of the interest on and principal of any debt instruments of GBRA payable, in whole or in part, from the revenues of GBRA's Gonzales Carrizo Water Supply Project. GBRA further agrees to comply with all of the provisions of the ordinances, resolutions, orders or indentures authorizing its debt instruments which are payable, in whole or in part, from the revenues of GBRA's Gonzales Carrizo Water Supply Project.

6.10 Continuing Disclosure Agreement. If 17 C.F.R. § 240.15c2-12 ("Municipal Securities Disclosure Rule"), as that rule may be amended from time to time by the Securities and Exchange Commission, requires an initial purchaser of bonds issued by GBRA or ARWA to obtain a "Continuing Disclosure Agreement" from the other Party to fulfill such purchaser's obligations under the Municipal Securities Disclosure Rule, the Parties agree to execute a Continuing Disclosure Agreement. The form of such Continuing Disclosure Agreement shall be approved by each Party's bond counsel in order to comply with the then-current requirements of the Municipal Securities Disclosure Rule. Similarly, if the Municipal Securities Disclosure Rule does not technically apply to the initial purchaser of a series of bonds issued by GBRA or ARWA but such initial purchaser otherwise requires the Party to provide continuing disclosure from the other Party, the Parties agree to execute an agreement detailing the continuing disclosure information to be provided by the other Party. The form of such agreement shall be approved by Party's bond counsel in order to comply with the requirements of such initial purchaser.

6.11 Delinquency of Payment. All amounts due and owing to ARWA by GBRA shall be billed and paid monthly, and if not paid when due, bear interest at the same rate as the post-judgment interest rate as set out in Section 304.003(c), Texas Finance Code, or any successor statute from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as otherwise permitted by law. If any amount due and owing by GBRA is placed with an attorney for collection by ARWA and ARWA prevails, then GBRA shall pay to ARWA, in addition to all other payments provided for by this Agreement, including interest, ARWA's reasonable collection expenses, including court costs and attorney's fees. GBRA further agrees that ARWA may, at its option, discontinue delivering treated water until all amounts due and unpaid are paid in full with interest as herein specified. GBRA agrees that ARWA may, at its option, terminate this Agreement for GBRA's failure to pay due and unpaid amounts, and, notwithstanding anything to the contrary in Section 6.8, if ARWA terminates this agreement for

default in payments, the unconditional obligation to make the future payments shall terminate except that GBRA shall continue to be obligated to make payments for amounts due and unpaid at the time of termination and the outstanding amount(s) of GBRA's portion of all bonds issued pursuant to Section 6.4(d), which shall survive the termination of the Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that GBRA's default under this Section 6.11 shall not result in termination of this Agreement until 30 (thirty) calendar days after the date that GBRA receives written notice from ARWA specifying the default and the requirements to cure the same.

6.12 Measuring Equipment.

(a) Water Meters. ARWA shall furnish and install meters or other equipment and devices at the GBRA Points of Delivery to measure quantity of water delivered under this Agreement (each, a "Water Meter" and collectively, the "Water Meters"). The Water Meters shall remain the property of ARWA. ARWA shall operate and maintain the Water Meters in good operating condition. ARWA shall provide GBRA with written notice at least 10 (ten) calendar days in advance of any scheduled replacement of an existing Water Meter. In the event of an emergency where an existing meter is failing, the notice may be reduced. The written notice will include a description of the new Water Meter that will be installed.

(b) Meter Reading. The reading, calibration and adjustment of the meters described in this Section shall be done only by the employees or agents of ARWA. The results of each reading of each Water Meter shall be recorded in a journal or other record book maintained in ARWA's office and representatives of GBRA may inspect the same at any time during reasonable business hours.

(c) Meter Calibration. ARWA will calibrate the Water Meters at least annually. ARWA shall give GBRA reasonable notice of the date and time when any such calibration shall occur, and at the request of GBRA, conduct the calibration in the presence of GBRA. In addition to the annual calibration, GBRA shall have the right to request that ARWA calibrate a Water Meter not more than one additional time each year, in the presence of a representative of GBRA. If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of five percent (5%), the registration thereof shall be corrected, and accounts adjusted, for a period extending back to the time when such inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If, for any reason, a Water Meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the Water Meter that is out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (b) by estimating the quantity of water delivered by deliveries during the preceding period under similar conditions when the Water Meter was registering accurately.

6.13 Title to and Responsibility for Water. Each Party shall hold title to each Party's respective water supply at all times until title may be passed pursuant to their agreements with their respective customers or sponsors. Each Party recognizes and agrees that its respective water supply will be commingled with the other Party's water supply within the Project Facilities. The volume of water owned by each Party while it is located within the Project Facilities is the amount delivered to the Project Facility less System Losses. After GBRA delivers water from GBRA's Water Supply to ARWA for treatment and delivery, ARWA shall be responsible for the water from the water treatment plant point of delivery to the GBRA Points of Delivery, but shall not have title to water from GBRA's Water Supply. To the extent allowed by law, ARWA and GBRA hereby agree to save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the storage, delivery, treatment, processing and handling of such water while title to or responsibility for the water remains in the other Party. Notwithstanding GBRA's ownership of water as described in this Section, GBRA does not have a right to intercept, use, or access water that GBRA owns while that water is located within the Project Facilities.

ARTICLE VII

TERM AND TERMINATION

7.1 Term.

(a) This Agreement shall be effective as of the Effective Date, and shall be in force and effect until the latter of 11:59 p.m. Central time on December 31, 2058, or as it may be extended pursuant to subsection (b) and (c) below ("Termination Date").

(b) Unless written notice to terminate this Agreement is provided by either Party to the other Party at least three (3) years before the Termination Date, this Agreement shall automatically renew for an additional 10 (ten) year period. Unless notice is provided as described in this subsection (b), this Agreement will automatically renew for perpetual successive renewal periods of 10 (ten) years.

(c) Notwithstanding subsections (a) and (b) of this Section, if all the Project Debt Instruments (including principal and interest) will not be fully paid by the Termination Date then the Termination Date shall be extended to December 31 of the year in which the Project Debt Instruments are to be paid. Any extension by ARWA or GBRA pursuant to this subsection shall be effective as of the date that the Party extending this Agreement gives the other Party written notice of the extension.

7.2 Rights after Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of this Agreement, except that such termination shall not affect any rights or liabilities accrued prior to such termination, including the ownership interests acquired by Parties in the Project Facilities and Project Property and ARWA's obligations provided by Section 2.3.

7.3 Survival. The terms and conditions of Sections 2.1, 2.2, and 2.3 shall survive the termination of this Agreement.

ARTICLE VIII
OTHER PROVISIONS

8.1 Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction.

8.2 Remedies.

(a) In the event of any alleged breach of this Agreement by either of the Parties, the Party claiming breach shall give the other Party thirty (30) calendar day's written notice, after which, if the alleged breach has not been cured, the Party claiming breach may pursue any and all legal and equitable remedies in court. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by either Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by either Party. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim.

(b) Given the express representation and acknowledgement by the Parties that the ownership interests of each Party in Project Facilities, in the Project Property, and in the capacity of the Project Facilities, and the allowance for each Party to construct, operate and maintain one additional pipeline in the Project Property subsequent to construction of the Project Facilities, all as specified herein, are at the core of this Agreement and this Agreement would not have been entered into without those ownership interests carefully specified herein, each Party agrees, to the fullest extent allowed by law, to waive any right it may assert to file or pursue an eminent domain action or claim that could alter the nature or extent of the ownership interests of either Party in the Project Facilities, in the Project Property, or in the capacity of the Project Facilities, or in the allowance for each Party to construct, operate and maintain one additional pipeline in the Project Property subsequent to construction of the Project Facilities.

(c) Each Party shall refrain from suing the other Party under the Public Security Declaratory Judgment Act, Chapter 1205 of the Texas Government Code, as it may be amended, or any successor statute, to litigate a matter involving this Agreement that could otherwise be brought under an alternative theory or claim, including but not limited to an action for damages, condemnation, trespass to try title, or equitable relief, including but not limited to injunctive relief or specific performance. If an action is brought under the Public Security Declaratory Judgment Act, the Parties agree to establish the following procedural deadlines in the action: (1) the Original Answer must be filed within 21 (twenty-one) calendar days of service of the Original Petition; (2) discovery must be concluded within four months of the filing of the Original Answer; and (3) a hearing on a dispositive motion or trial, or both, shall be set no earlier than six months after the filing of the Original Answer. Each Party agrees to instruct its respective attorney to enter an agreement memorializing these procedural deadlines pursuant to Texas Rule of Civil Procedure 11 or a similar successor rule.

8.3 Actual Damages. No Party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

8.4 Assignability. Neither Party may assign its rights or obligations under this Agreement without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior understanding or oral or written agreements between the Parties respecting the subject matter of this Agreement.

8.6 No Third-Party Beneficiaries. This Agreement does not create any third-party benefits to any person or entity other than the signatories hereto and their authorized successors in interest, and is solely for the consideration herein expressed.

8.7 Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Parties. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

8.8 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, this Agreement shall remain in effect and be construed as if the invalid, inoperative, or unenforceable provision had never been in the Agreement, and such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

8.9 Waiver and Amendment. Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by either Party shall not be deemed a waiver by the other Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of GBRA is authorized to waive or modify any provision of this Agreement. No officer or agent of ARWA is authorized to waive or modify any provision of this Agreement. No modifications to or recession of this Agreement may be made except by a written document signed by all Parties' authorized representatives.

8.10 Force Majeure. If for any reason of force majeure, either Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then that Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the force majeure event. The obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer

period. The term “force majeure” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order or actions of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accidental or intentional), and any other cause not reasonably within the control of GBRA or ARWA.

8.11 Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

8.12 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

8.13 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The obligations contained within this Agreement are performable in Hays County, Comal County, or Guadalupe County, Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Hays County, Comal County, or Guadalupe County, Texas.

8.14 Negotiation by Counsel. The Parties acknowledge that each Party and its legal counsel have reviewed and revised this Agreement, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8.15 Counterparts and Electronically Transmitted Documents. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied or emailed electronically transmitted facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly deliver to the other Party an original, duly executed counterpart of this Agreement.

8.16 Legal Construction. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

8.17 Notices. Any notice or payment required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown hereinafter for ARWA or GBRA, as appropriate, or such notice shall, if deposited in the mail, be conclusively deemed to be delivered on the third business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to ARWA or GBRA, as appropriate, at the address shown hereinafter. For purposes of notice, the

addresses of and the designated representative for receipt of notice for each of the Parties shall be as follows:

For GBRA:

Guadalupe-Blanco River Authority
Attention: General Manager
933 E. Court Street
Seguin, Texas 78155

For ARWA:

Alliance Regional Water Authority
Attention: Executive Director
630 E. Hopkins Street
San Marcos, Texas 78666

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the State of Texas by at least five (5) business days' written notice to the other Party.

8.18 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday observed by either Party, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

8.19 Contract for Goods and Services. Under this Agreement, GBRA and ARWA agree that the mutual commitments to provide water, water treatment services, and funding for utility system improvements constitute an agreement by each Party for providing the other Party with goods and services, as those terms are defined by Texas Local Government Code §§ 271.151-271.160, and that this Agreement is subject to Chapter 271, Subchapter I of the Texas Local Government Code.

8.20 Waiver of Immunity. To the fullest extent allowed by law, each Party hereby waives its immunity from liability and from suit on any matter involving this Agreement.

8.21 Authority. The Parties each represent and warrant that they have all the requisite power and authority to enter into this Agreement and to perform all of their respective obligations hereunder, and that each signatory below is duly authorized by their respective governing board.

EXECUTED IN DUPLICATE ORIGINALS by the following representatives:

ALLIANCE REGIONAL WATER AUTHORITY

By: _____
Christopher Betz, Chairman

Date: _____

ATTEST:

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Christopher Betz, Chairman of the Board of Directors of the ALLIANCE REGIONAL WATER AUTHORITY, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the ALLIANCE REGIONAL WATER AUTHORITY, a conservation district and political subdivision, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2018.

Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Kevin Patteson, General Manager and CEO

Date: _____

ATTEST:

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Kevin Patteson, General Manager and CEO of the GUADALUPE-BLANCO RIVER AUTHORITY, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the GUADALUPE-BLANCO RIVER AUTHORITY, a conservation district and political subdivision, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

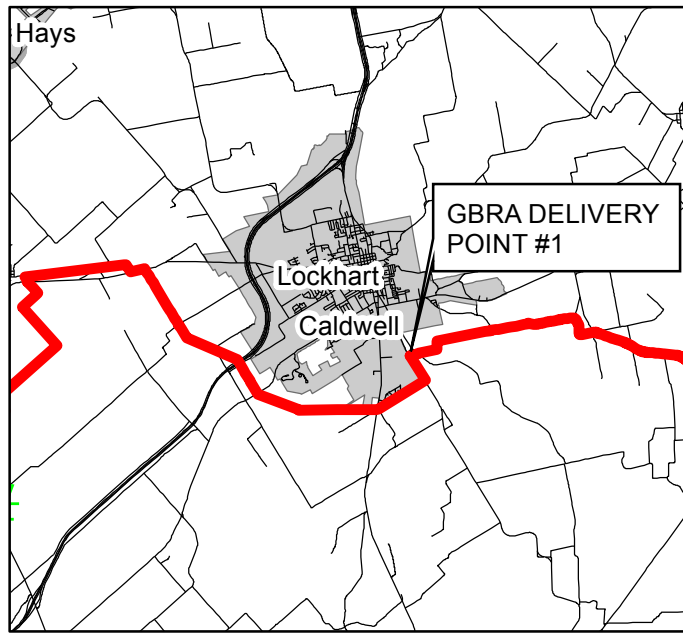
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2018.

Notary Public
The State of Texas

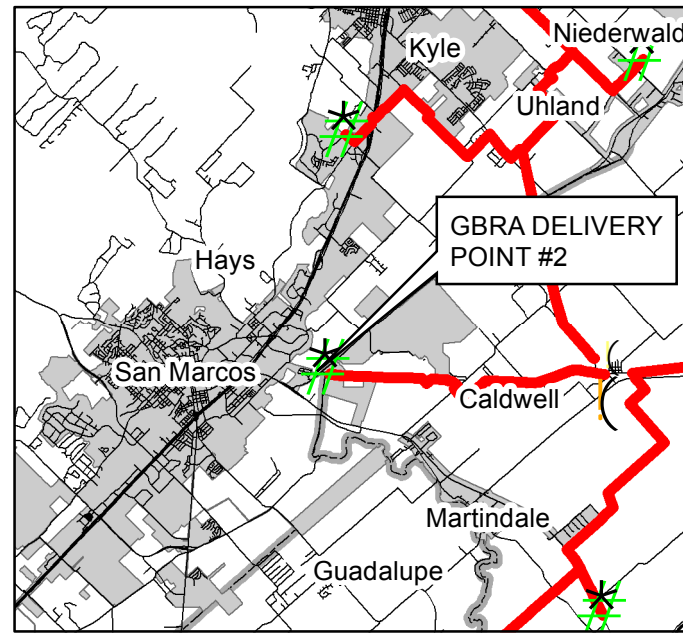
Notary Seal
&
I.D. No. _____

Exhibit A-1 – ARWA Points of Delivery and GBRA Points of Delivery

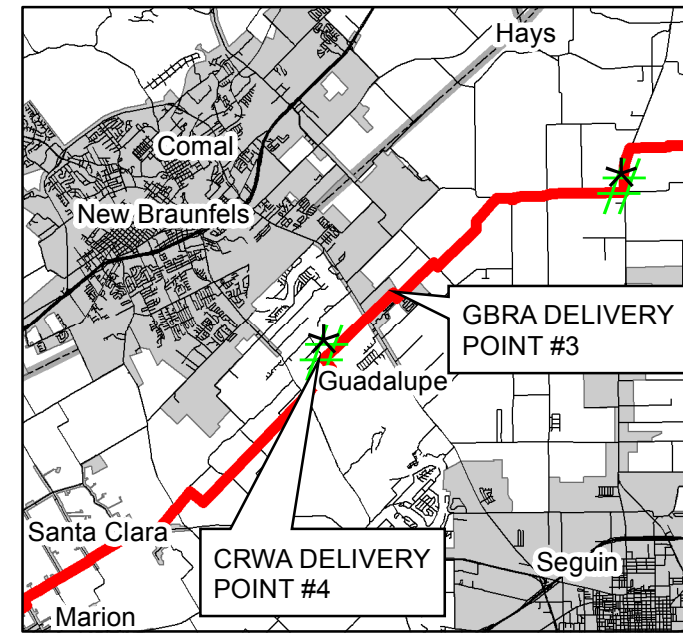
GBRA DELIVERY POINT #1



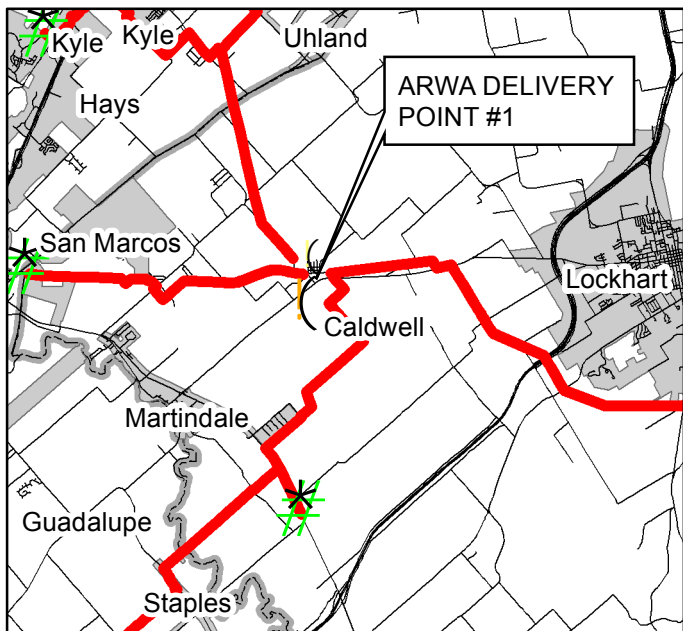
GBRA DELIVERY POINT #2



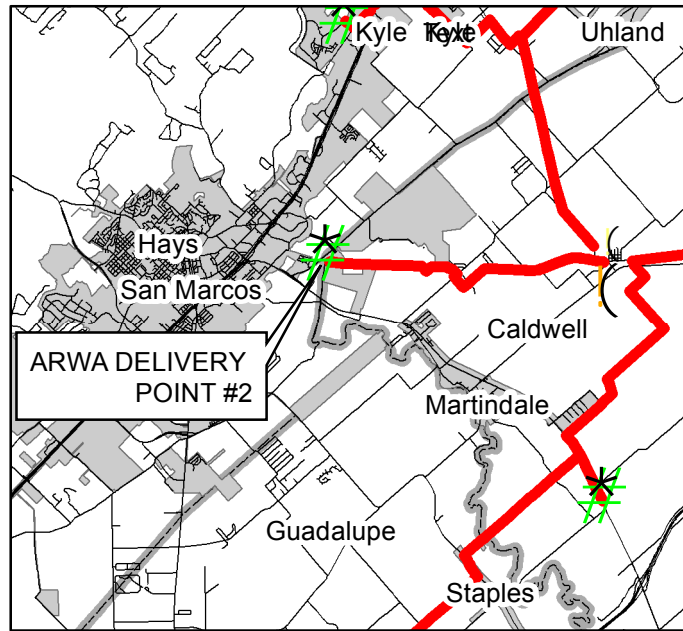
GBRA DELIVERY POINT #3



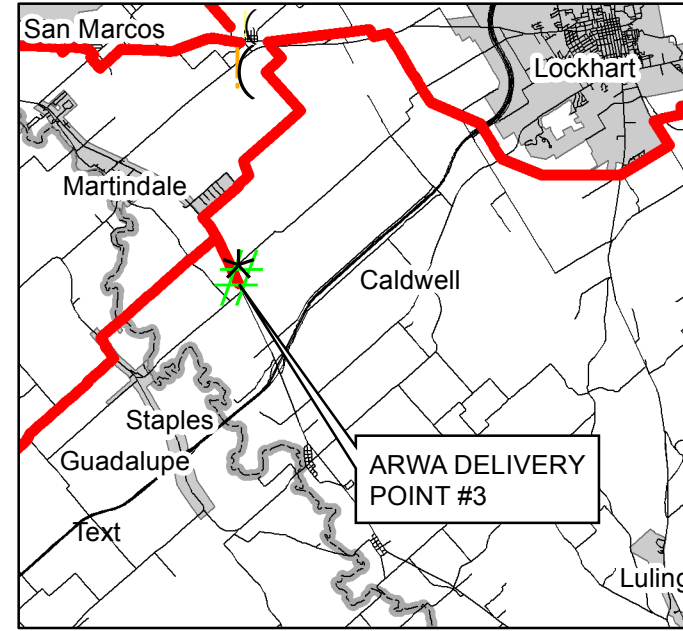
ARWA DELIVERY POINT #1



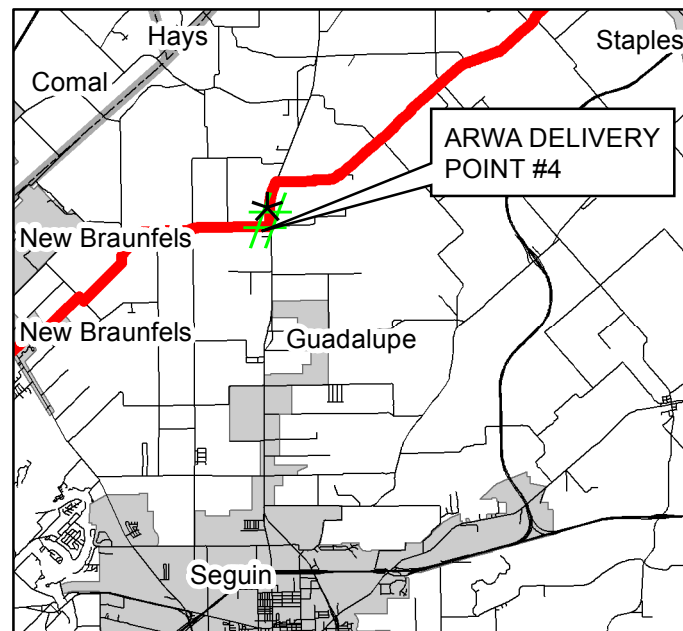
ARWA DELIVERY POINT #2



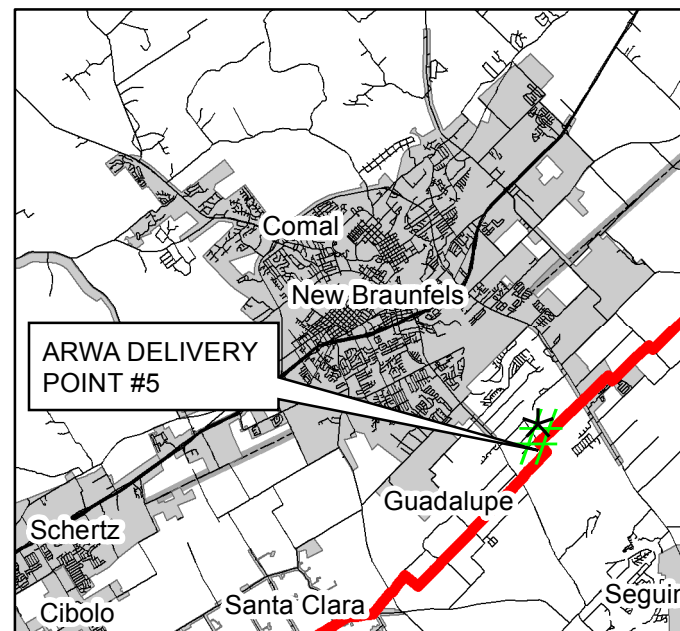
ARWA DELIVERY POINT #3









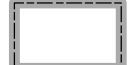
ARWA DELIVERY POINT #4

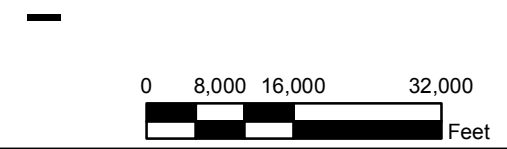


ARWA DELIVERY POINT #5



Legend

-  Admin/Operations Building
-  Booster Pump Station
-  Delivery Point
-  Phase 1B Pipeline
-  Roadways
-  Cities
-  Counties

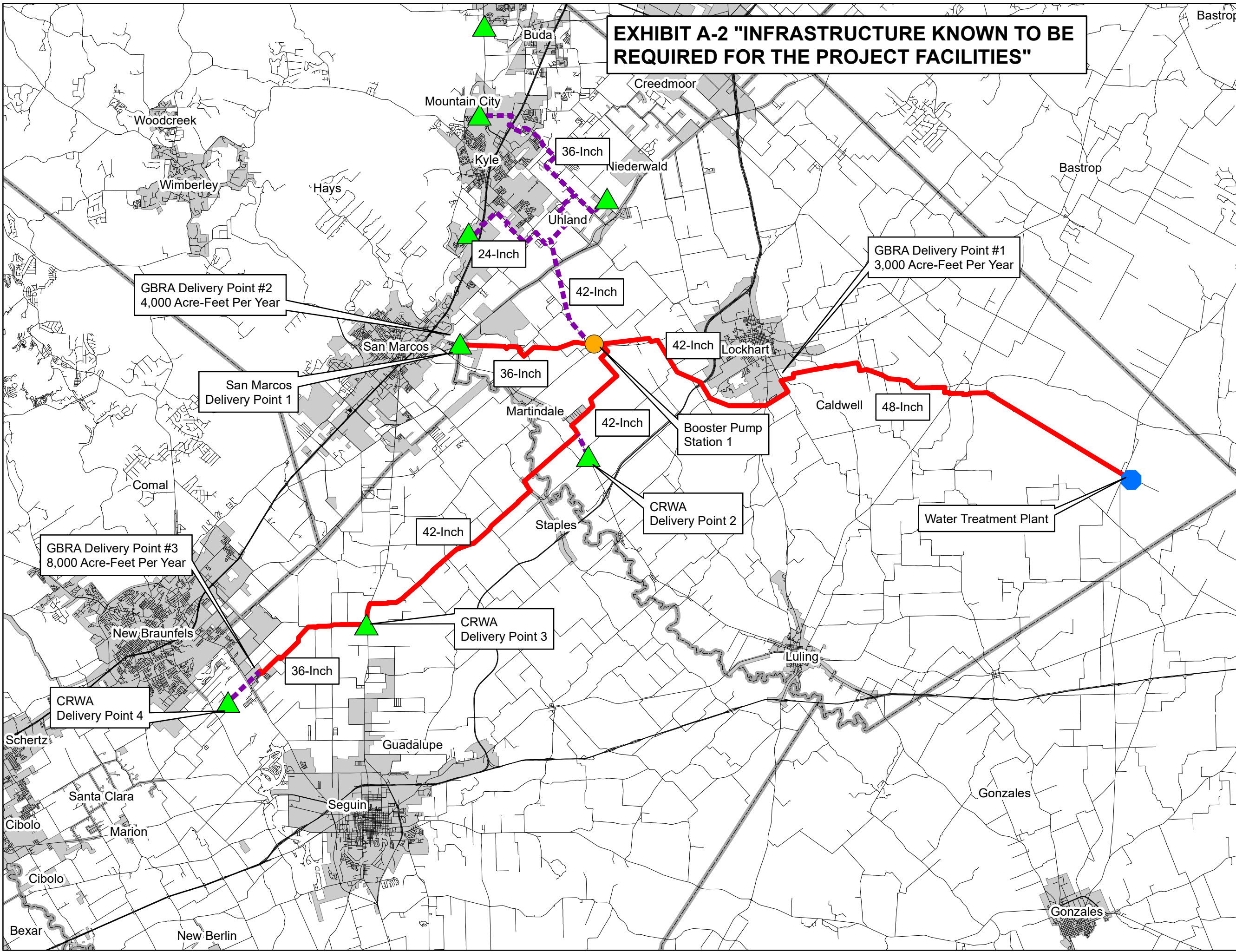


TITLE:	Exhibit A-1: Delivery Points
PROJECT:	Alliance Regional Water Authority
DATE:	06/20/2018









NOTE: ALL DELIVERY POINTS ARE APPROXIMATIONS

Exhibit A-2 – Infrastructure Known to be Required for the Project Facilities

EXHIBIT A-2 "INFRASTRUCTURE KNOWN TO BE REQUIRED FOR THE PROJECT FACILITIES"

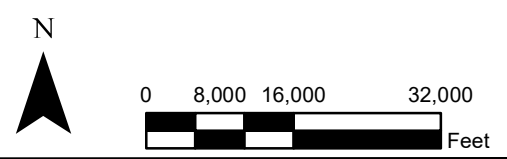


Legend

-  Booster Pump Station
-  Delivery Point
-  WTP, Well
Civil/Elec/Mech,
HSPS
- Phase 1B Pipeline**
-  ARWA Only
-  ARWA-GBRA
-  Roadways
-  Cities
-  Counties

Note: Pipe sizes, alignments, and delivery locations are preliminary in nature and will be finalized during final engineering design.

Total Estimated Project Cost = \$236 Million

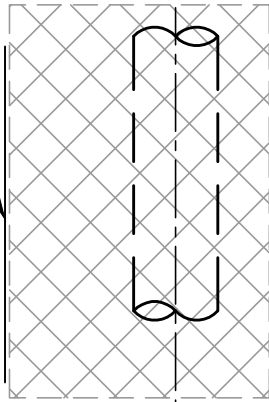


TITLE:	Exhibit A-2
PROJECT:	ARWA - GBRA Water Treatment & Delivery Agreement
DATE:	06/18/2018

Exhibit B-1 – Cross-Section Identifying Pipeline Facilities

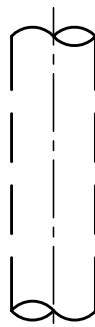
FUTURE
GBRA
PIPELINE

∅ PIPE



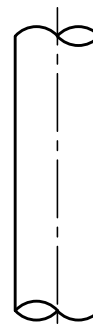
FUTURE
ARWA
PIPELINE

∅ PIPE



PROJECT
FACILITY

∅ PIPE



EDGE OF
EASEMENT



EDGE OF
EASEMENT

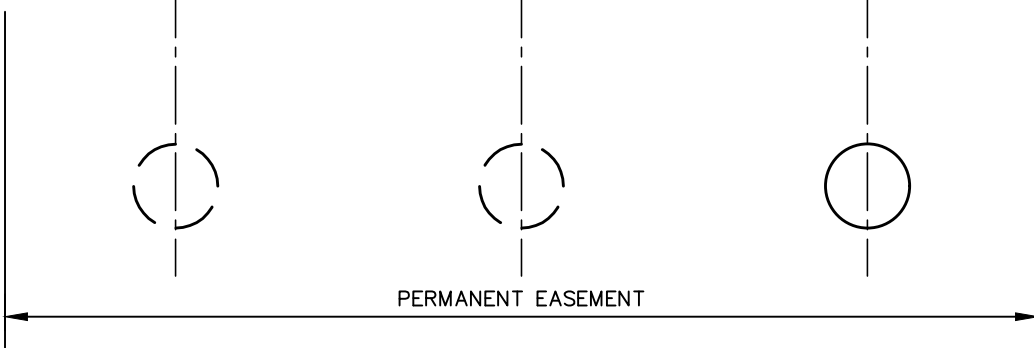


PLAN VIEW

NATURAL
GROUND



PERMANENT EASEMENT



PROFILE VIEW



PORTION OF
EASEMENT TO
BE DEDICATED
TO GBRA

NOTE: PIPE SIZE(S), EASEMENT WIDTH(S), AND PIPELINE
ASSIGNMENTS WILL BE DETERMINED DURING FINAL DESIGN.
THIS EXHIBIT IS INTENDED ONLY TO REPRESENT THE GENERAL
RELATIONSHIP BETWEEN THE ANTICIPATED PIPELINES AND THE
EASEMENT.

EXHIBIT B-1

EASEMENT EXHIBIT

Exhibit B-2 – Minimum Elements of Easement Agreement

Each water pipeline easement will include the following elements at a minimum, in addition to others that may be negotiated by the parties to the easement:

1. Exclusive Easement for Multiple Water Pipelines. The exclusive easement will grant the right to construct, maintain and operate three (3) water pipelines.
2. Access Rights. The easement will provide an express right of access for ingress and egress across the full width of the easement area to all facilities within the easement.
3. Term of Easement. The term of the easement will be perpetual.
4. Temporary Construction Easement (if necessary). In areas where needed, the easement will include temporary easement rights to an additional area during the period of construction.
5. Assignment. The easement will allow for ARWA to assign GBRA's portion of the Easement to GBRA without the prior consent of the landowner.
6. Successors and Assigns. The easement will run with, bind and benefit the Property and inure to be benefit of Grantee and its successors or assigns.
7. Amendment. Amendments to the easement will require the prior written consent of Grantor and Grantee.
8. Severability. The easement will allow for severability of provisions found to be invalid.
9. Governing Law. The easement will provide that it is governed by the laws of the State of Texas.
10. Consent and Subordination by Lender. If the parent tract of land is subject to lien, the easement will be accompanied by a consent of the lender/lienholder to the granting of the easement and to the subordination of the lien to the easement.

Exhibit B-3 – Minimum Elements for Partial Assignment of Easements by ARWA to GBRA

The partial assignment of easements by ARWA to GBRA will include the following elements at a minimum, in addition to others that may be negotiated by the parties:

1. Easement for One Water Pipeline. The easement will grant the right to construct, maintain and operate one (1) water pipeline.
2. Access Rights. The easement will provide an express right of access for ingress and egress by both parties across the full width of both ARWA's retained easement area and the easement area assigned to GBRA, for access to all facilities within either easement area.
3. Term of Assigned Easement. The term of the assigned easement will be perpetual.
4. Temporary Construction Easement (if necessary). In areas where needed, the assigned easement will include temporary easement rights to an additional area during the period of construction.
5. Successors and Assigns. The assigned easement will run with the title to the assigned easement area and inure to be benefit of ARWA and its successors or assigns.
6. Amendment. Amendments to the assigned easement will require the prior written consent of the ARWA and GBRA.
7. Severability. The assigned easement will allow for severability of provisions found to be invalid.
8. Governing Law. The assigned easement will provide that it is governed by the laws of the State of Texas.

Exhibit C – Project Facilities Capacity by Infrastructure Component

Infrastructure Component	Limits	GBRA Capacity (ac-ft/yr)	Total Capacity (ac-ft/yr)
Water Treatment Plant (WTP)		15,000	37,500
Booster Pump Station (BPS)		12,000	34,500
Pipeline Segment 1	WTP to Lockhart	15,000	37,500
Pipeline Segment 2	Lockhart to BPS	12,000	34,500
Pipeline Segment 3	BPS to San Marcos WTP	4,000	10,000
Pipeline Segment 4	BPS to New Braunfels	8,000	24,500

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
 501 E. Hopkins, San Marcos, TX 78666

- F.7** Consider adoption of Resolution 2018-06-27-003 approving Amendment #1 to Work Order #2 with Kimley-Horn & Associates, Inc. for additional services associated with serving as Owner’s Representative for the Authority’s Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*

Background/Information

This item will only be necessary if the agreement in Item F.6 is approved.

Alliance Water entered into Work Order #2 with Kimley-Horn & Associates in February 2018 to serve as the Owner’s Representative for the Phase 1B Program. As a result of the agreement discussed in Item F.6 additional effort will be required of Kimley-Horn, which is addressed in this proposed amendment to the work order. The original work order is a time and material basis contract with a maximum fee not-to-exceed \$2,289,176 for the time through February 2019.

Scope of Work

A detailed scope of work is attached. The amendment would be for effort the effort through February 2019 to match the original work order. As with the original work order, it is incumbent upon the Executive Director to closely monitor the activities and expenditures.

The table below lists the tasks along with the fee from the original work order, the fee included in the proposed amendment and the revised total fee for each item. The items denoted with an asterisk (*) are one-time type expenditures that are required for property setup of the program whereas other items will be ongoing through the duration of the program. Most of the requested fee are extensions of existing services that are more complex and/or take additional time due to the need to coordinate with GBRA through the Project Advisory Committee. The only new task is the development of a combined program Preliminary Engineering Report (PER) as required by the agreement with GBRA.

Task	Work Order 2	Amend #1	Total
1 – Program Management Plan*	\$264,017.00	\$11,881.00	\$275,898.00
2 – Stakeholder Coordination	\$253,226.00	\$43,617.00	\$296,843.00
3 - Budgeting	\$107,903.00	\$2,772.00	\$110,675.00
4 - Schedule	\$103,963.00	\$-	\$103,983.00
5 – Reporting	\$43,505.00	\$4,140.00	\$47,645.00
6 – Data Management	\$168,360.00	\$13,642.00	\$182,002.00
7 – Environmental Management	\$153,237.00	\$-	\$153,237.00
8 – Land Acquisition Management	\$172,094.00	\$-	\$172,094.00
9 – TWDB Management	\$50,020.00	\$10,116.00	\$60,136.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
 Wednesday, June 27, 2018 at 3:00 P.M.
 501 E. Hopkins, San Marcos, TX 78666

10 – Design Standards*	\$212,884.00	\$16,106.00	\$228,990.00
11 – Engineering Design Management	\$522,135.00	\$-	\$522,135.00
12 – Quality Assurance	\$31,103.00	\$-	\$31,103.00
13 – Electrical Power Planning*	\$61,437.00	\$-	\$61,437.00
14 – Permit Coordination/Tracking	\$67,398.00	\$-	\$67,398.00
15 – GBRA Coordination	\$6,525.00	\$-	\$6,525.00
16 – Project Administration	\$37,744.00	\$17,889.00	\$55,633.00
17 – Other Services	\$33,605.00	\$-	\$33,605.00
18 – Combined Program PER*	\$-	\$200,627.00	\$200,627.00
Maximum Fee	\$2,289,176.00	\$320,790.00	\$2,609,966.00

Fee Schedule

The work is proposed to be contracted on an hourly rate basis. Kimley-Horn’s subconsultants (all of which are Historically Underutilized Businesses) account for 49.3% of the total anticipated effort in the original work order and account for 34.8% of the effort in this amendment. The costs include a 10% markup by Kimley-Horn on all subconsultants work.

Contract

The amendment will be issued under the terms and conditions of Work Order #2 which references the Master Agreement entered into between Kimley-Horn and Alliance Water in May 2016.

Attachment(s)

- Resolution 2018-06-27-004
- Kimley-Horn & Associates Amendment #1 to Work Order #2 for Owner’s Representative Services

Board Decision(s) Needed:

- Adoption of Resolution 2018-06-27-004 approving Amendment #1 to Kimley-Horn & Associates, Inc. Work Order #2 for additional services associated with serving as Owner’s Representative for the Authority’s Phase 1B Program.



RESOLUTION NO. 20180627-003

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AMENDMENT #1 TO WORK ORDER #2 WITH KIMLEY-HORN & ASSOCIATES, INC. FOR ADDITIONAL SERVICES ASSOCIATED WITH SERVING AS OWNER'S REPRESENTATIVE FOR THE AUTHORITY'S PHASE 1B PROGRAM, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority ("Alliance Water") approved Work Order #2 for Kimley-Horn and Associates ("Kimley-Horn") with the adoption of Resolution 2018-02-28-003 for serving as the Owner's Representative for the Phase 1B Program.
2. The Alliance Water Board of Directors approved a Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority ("GBRA") with the adoption of Resolution 2018-06-27-002.
3. The Water Treatment and Delivery Agreement with GBRA will necessitate additional effort by Kimley-Horn serving as Owner's Representative for Alliance Water. The additional effort includes coordination with GBRA and its consultants, coordination with a Project Advisory Committee and development of a Preliminary Engineering Report.
4. Kimley-Horn is requesting to amend the fee cap for Work Order #2 by \$320,790 to account for the additional effort, raising the cap to \$2,609,966. The schedule and terms of the condition for Work Order #2 will remain as originally authorized.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:

PART 1. The Kimley-Horn Amendment #1 to Work Order #2 for Owner's Representative Services for the Phase 1B Program in a fee not-to-exceed \$320,790 is approved. All other terms and conditions in the Master Agreement and Work Order remain the same.

PART 2. Alliance Water's Executive Director, Graham Moore, is authorized to execute Amendment #1 on behalf of Alliance Water.

PART 3. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: June 27, 2018.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



June 21, 2018

Mr. Graham Moore, P.E.
Executive Director
Alliance Regional Water Authority
1040 Highway 123
San Marcos, TX 78666

**RE: Scope of Services – Work Order No. 002, Amendment 1
Phase 1B Infrastructure – Owner’s Representative – Combined Program Services**

AMENDMENT BACKGROUND

The Alliance Regional Water Authority (Alliance Water) has developed a Capital Improvements Plan (CIP) per Resolution 20160525-008 that identifies anticipated infrastructure requirements over the several decades. This CIP is divided into multiple project delivery phases. Phase 1A is scheduled to be completed in 2018. Phase 1B consists of infrastructure to be delivered by the end of 2023 and includes groundwater wells, water treatment plant, transmission mains, booster pump station, and eight (8) delivery points.

Alliance Water and Guadalupe Blanco River Authority (GBRA) intend to enter into an agreement to oversize a portion of the proposed Phase 1B infrastructure to accommodate delivery of water to both Alliance Water as well as GBRA customers (three additional delivery points). The components of Phase 1B to be oversized (referred to as the “Combined Program”) and their corresponding required capacities are as shown in the following table:

Infrastructure Component	Limits	GBRA Capacity (ac-ft/yr)	Total Capacity (ac-ft/yr)
Water Treatment Plant (WTP)		15,000	37,500
Booster Pump Station (BPS)		12,000	34,500
Pipeline Segment 1	WTP to Lockhart	15,000	37,500
Pipeline Segment 2	Lockhart to BPS	12,000	34,500
Pipeline Segment 3	BPS to San Marcos WTP	4,000	10,000
Pipeline Segment 4	BPS to New Braunfels	8,000	24,500

This Amendment 1 consists of the additional effort associated with the Owner’s Representative’s services to incorporate GBRA’s required capacity into the Phase 1B program. The schedule for Amendment 1 will be the same as the original work order. Kimley-Horn’s agreement remains solely with Alliance Water, regardless of the potential involvement of GBRA.

SCOPE OF WORK

The following tasks correspond to those already established in Task Order No. 002, and are amended to include additional services as described:

1. Program Management Plan

This task consists of additional effort associated with the development, implementation and maintenance of the Phase 1B Program Management Plan (PMP) as it pertains to the Combined Program. It will include the following services:

- A. GBRA & Project Advisory Committee (PAC) Protocol – this will be utilized to establish the required coordination, document control, and related services that must be employed by the Owner’s Representative and Consultants in the performance of their work as it pertains to the Combined Program.
- B. Budget and Funding Protocol – establish procedures to define:
 - i. Development and maintenance of budget for Combined Program
- C. Reporting Protocol – establish procedures to define:
 - ii. Level of detail for report distribution, including:
 - a) PAC

Task Meetings:

- None

2. Stakeholder Coordination

This task consists of the additional coordination that will be required by the Owner’s Representative in performance of the management of the Combined Program. Perform stakeholder coordination in accordance with the protocol established in the PMP. This task includes:

- A. Initial and/or Ongoing Coordination
 - i. PAC
 - ii. Alliance Water and GBRA (and/or its consultants)

Task Meetings:

- PAC meetings
- Alliance Water and GBRA coordination meetings

3. Budgeting

Additional budget tracking effort for the Combined Program. This task includes:

- A. Prepare budget updates for the following parties at the frequency identified:
 - i. PAC – monthly

Task Meetings:

- None.

5. Reporting

Additional progress reporting for the Combined Program. This task includes:

- A. Prepare progress updates for the following parties at the frequency identified:
 - i. PAC – monthly

Task Meetings:

- None.

6. Data Management

Additional record keeping effort for the Combined Program. This task includes:

- A. Overall data management:
 - i. Perform administrative support functions for overall project record keeping and implementing the data management system;
 - ii. Enter information into applicable data management system;
 - iii. Distribute updated contract documents ensuring program team maintain current version of project documents;
 - iv. Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications;
 - v. Log receipt of documents and inquiries requiring a response, ensure delivery of documents to appropriate parties, track documents, and monitor timely response;
 - vi. Review supporting documents for conformance with PMP guidelines;
 - vii. Maintain project records;

- B. Microsoft SharePoint:
 - i. Perform ongoing data management of documents within SharePoint,

Task Meetings:

- None.

Deliverables:

- Hard copy deliverables to be provided to Alliance Water and other parties as part of the Owner’s Representative services are included in this task. Deliverables may include:
 - Meeting agendas;
 - Program status reports;
 - Copies of the PMP;
 - Exhibits.

9. Texas Water Development Board Management

Additional effort for management and coordination with the TWDB for the Combined Program. This task includes:

- A. Perform regular coordination with the TWDB to discuss ongoing activities, schedule, potential issues, status of deliverables, and other items related to the TWDB SWIFT loan.

Task Meetings:

- None

10. Design Standards

Additional effort associated with development of the design standards for the Combined Program. This task includes:

- A. Address comments from the PAC for the following design standards:
 - i. Transmission Pipeline Design Standards
 - ii. Standard Specifications for Construction
 - iii. Standard Details
 - iv. Telemetry, Instrumentation & Controls, SCADA, and Security Standards

Task Meetings:

- None

16. Project Administration

Additional effort associated with overall project administration. The following tasks will be performed:

- A. Invoicing – the Owner’s Representative will submit invoices monthly in the approved format for Alliance Water review and approval. Each monthly invoice package will include the invoice and project status report.
- B. Project Management – the Owner’s Representative will perform miscellaneous administrative tasks, including management of manpower and budgets, subconsultant management, and other activities associated with managing the overall Owner’s Representative contract.

Task Meetings:

- None.

The following tasks are in addition to those already established in Task Order No. 002, and include the additional services as described:

18. Combined Program Preliminary Engineering Report

As required in the agreement between Alliance Water and GBRA, a Preliminary Engineering Report (PER) will be prepared for the Combined Program. The purpose of this PER will be to provide a conceptual level analysis of the proposed projects that comprise the Combined Program, Opinions of Probable Construction Cost (OPCCs) for these projects, as well as an overall schedule for the Combined Program. Kimley-Horn will rely on the previous studies and reports provided by Alliance Water and GBRA to conduct the analysis. The PER will serve as an interim document until 30% Engineering Reports are prepared for each project by the Design Consultants. It is anticipated that OPCCs and schedules will change through the development of the 30% Engineering Reports. The draft PER will be submitted by September 15, 2018 to the PAC, contingent upon Notice to Proceed being issued by July 2, 2018. This task includes:

- A. Capacity Analysis – analyze the required capacities of the proposed Combined Program infrastructure, including:
 - i. Pipelines – proposed Segments as identified in the “Project Definition and Background” section of this proposal
 - ii. Facilities – WTP and BPS
- B. Overall Hydraulics – develop baseline hydraulic model for pressure analyses.
- C. WTP Analysis
 - i. Treatment Flow Diagram
 - ii. Treatment Process Diagram
 - iii. Phasing Plan
 - iv. Develop Opinion of Probable Construction Cost (OPCC)

- D. BPS Analysis
 - i. BPS Flow Diagram
 - ii. Phasing Plan
 - iii. Develop OPCC
- E. Pipelines
 - i. Easement Widths
 - ii. Interconnect Stations (parallel pipeline considerations)
 - iii. Develop OPCC
- F. Delivery Points – meters and associated appurtenances to be maintained by Alliance Water at each GBRA delivery point connection
 - i. Conceptual Layout
 - ii. Develop OPCC
- G. Develop Combined Program Budget
- H. Develop Combined Program Schedule
- I. PER Development – PER will include the following:
 - i. Executive Summary
 - ii. Introduction
 - iii. Design criteria
 - iv. Capacity Analysis
 - v. Hydraulic Analysis
 - vi. Combined Program Infrastructure Analyses
 - a) WTP
 - b) BPS
 - c) Pipelines
 - d) Delivery Points
 - vii. Budget Summary
 - viii. Schedule Summary
 - ix. Conclusions
- J. PER Internal QC
- K. Submit draft PER to PAC
- L. Address PAC comments
- M. Finalize PER

Task Meetings:

- None.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 18 on a labor fee plus expense basis with the maximum fee shown below.

	Work Order 2	Amendment 1	Revised Total
Task 1 Program Management Plan	\$ 264,017.00	\$ 11,881.00	\$ 275,898.00
Task 2 Stakeholder Coordination	\$ 253,226.00	\$ 43,617.00	\$ 296,843.00
Task 3 Budgeting	\$ 107,903.00	\$ 2,772.00	\$ 110,675.00
Task 4 Schedule	\$ 103,983.00	\$ -	\$ 103,983.00
Task 5 Reporting	\$ 43,505.00	\$ 4,140.00	\$ 47,645.00
Task 6 Data Management	\$ 168,360.00	\$ 13,642.00	\$ 182,002.00
Task 7 Environmental Management	\$ 153,237.00	\$ -	\$ 153,237.00
Task 8 Land Acquisition Management	\$ 172,094.00	\$ -	\$ 172,094.00
Task 9 TWDB Management	\$ 50,020.00	\$ 10,116.00	\$ 60,136.00
Task 10 Design Standards	\$ 212,884.00	\$ 16,106.00	\$ 228,990.00
Task 11 Engineering Design Management	\$ 522,135.00	\$ -	\$ 522,135.00
Task 12 Quality Assurance	\$ 31,103.00	\$ -	\$ 31,103.00
Task 13 Electrical Power Planning	\$ 61,437.00	\$ -	\$ 61,437.00
Task 14 Permit Coordination/Tracking	\$ 67,398.00	\$ -	\$ 67,398.00
Task 15 GBRA Coordination	\$ 6,525.00	\$ -	\$ 6,525.00
Task 16 Project Administration	\$ 37,744.00	\$ 17,889.00	\$ 55,633.00
Task 17 Other Services	\$ 33,605.00	\$ -	\$ 33,605.00
Task 18 Combined Program PER	\$ -	\$ 200,627.00	\$ 200,627.00
Maximum Fee	\$2,289,176.00	\$ 320,790.00	\$2,609,966.00

Kimley-Horn will not exceed the total maximum fee shown without authorization from Alliance Water. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary, with advance notification to Alliance Water. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as subconsultants, express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by Alliance Water. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Engineer project number.

Please contact me at (210) 321-3414 or ryan.sowa@kimley-horn.com should you have questions.

Very Truly Yours,



V. Ryan Sowa, P.E.
Project Manager



Glenn Gary, P.E.
Senior Vice President

Alliance Regional Water Authority													Project Fee Summary							
Owner's Representative / Program Management (Work Order No. 002), Amendment 1													Total Effort	\$ 320,790						
6/21/2018																				
Detailed Overall Kimley-Horn Cost Breakdown																				
Scope of Services																				
Task	Project Role	QA/QC / Senior Tech. / Principal	Senior Project Manager	Senior Engineer	GIS Specialist	Civil Engineer	IT Professional	GIS Developer	CADD Operator / Senior Technician	Engineering-in-Training	GIS Analyst	Administrative Staff / Technician	Total Hours	Total Labor Effort	Total Expense Effort	Foster CM Group	CP&Y	Total Sub Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$265.00	\$225.00	\$180.00	\$170.00	\$160.00	\$150.00	\$155.00	\$130.00	\$125.00	\$90.00									
Task 1 - Program Management Plan																				
1.A.	GBRA & Project Advisory Committee (PAC) Protocol	6	4			4							20	\$ 7,140	\$ -	\$ 4,741	\$ -	\$ 4,741	\$ 11,881	
1.B.	Budget and Funding Protocol - Combined Program	4	2										6	\$ 3,880	\$ -	\$ 1,045	\$ -	\$ 1,045	\$ 4,925	
1.C.	Reporting Protocol - PAC	2	4			2							8	\$ 1,510	\$ -	\$ 3,696	\$ -	\$ 3,696	\$ 5,206	
Task 2 - Stakeholder Coordination																				
2.A.	Initial and/or Ongoing Coordination with Alliance Water and GBRA	15	30			10							55	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ 1,750	
2.B.1	PAC Meetings	15	30			20							65	\$ 35,000	\$ 2,000	\$ 2,024	\$ 4,593	\$ 6,617	\$ 43,617	
2.B.2	Alliance Water and GBRA coordination meetings	10	20			10							40	\$ 12,325	\$ -	\$ -	\$ -	\$ -	\$ 12,325	
Task 3 - Budgeting																				
3.A.	Prepare Monthly Budget Updates (PAC)												0	\$ 13,925	\$ 1,000	\$ 2,024	\$ 4,593	\$ 6,617	\$ 21,542	5 meetings
Task 4 - Schedule																				
Task 5 - Reporting																				
5.A.	Prepare Monthly Progress Updates (PAC)	4	8			8							20	\$ 8,750	\$ 1,000	\$ -	\$ -	\$ -	\$ 9,750	5 meetings assumed
Task 6 - Data Management																				
6.A.	Overall Data Management	2	4			8							14	\$ -	\$ -	\$ 2,772	\$ -	\$ 2,772	\$ 2,772	
6.A.1	Perform Administrative Support Functions												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.2	Enter information into applicable data management system												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.3	Distribute updated contract documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.4	Prepare, manage, record, distribute and archive documentation												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.5	Log receipts of documents and inquiries requiring a response												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.6	Review supporting documents for conformance with PMP guidelines												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.A.7	Maintain project records												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.B.	Microsoft SharePoint												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.B.1	Perform ongoing management of documents within SharePoint	2	5			5	10						27	\$ 4,140	\$ -	\$ -	\$ -	\$ -	\$ 4,140	
6.C.	Deliverables												0	\$ 4,140	\$ -	\$ -	\$ -	\$ -	\$ 4,140	
6.C.1.	Hard copy deliverable to be provided to Alliance Water												0	\$ 7,290	\$ 500	\$ 5,852	\$ -	\$ 5,852	\$ 13,642	
6.C.1.a	Meeting Agendas												0	\$ 2,710	\$ -	\$ 4,180	\$ -	\$ 4,180	\$ 6,890	
6.C.1.b	Program status reports												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.C.1.c	Copies of the PMP												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.C.1.d	Exhibits												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 7 - Environmental Management																				
Task 8 - Land Acquisition Management																				
Task 9 - Texas Water Development Board Management																				
9.A.	Perform regular coordination with TWDB			10									10	\$ 1,800	\$ -	\$ -	\$ 8,316	\$ 8,316	\$ 10,116	
Task 10 - Design Standards																				
10.A.	Address comments from PAC for the following												0	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	
10.A.1	Transmission pipeline design standards	5	5	5									15	\$ 10,540	\$ -	\$ -	\$ 5,566	\$ 5,566	\$ 16,106	
10.A.2	Standard specifications for construction	5	5	5									15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10.A.3	Standard details	5	5	5									15	\$ 3,350	\$ -	\$ -	\$ -	\$ -	\$ 3,350	
10.A.4	Telemetry, instrumentation & controls, SCADA, and security standards	1	1										2	\$ 490	\$ -	\$ -	\$ 5,566	\$ 5,566	\$ 6,056	
Task 11 - Engineering Design Management																				
Task 12 - Quality Assurance																				
Task 13 - Electrical Power Planning																				
Task 14 - Permit Coordination/Tracking																				
Task 15 - Guadalupe-Blanco River Authority Coordination																				
Task 16 - Project Administration																				
16.A.	Invoicing		12			24						24	60	\$ 13,060	\$ -	\$ 2,178	\$ 2,651	\$ 4,829	\$ 17,889	
16.B.	Project Management		8			16							24	\$ 8,700	\$ -	\$ 2,178	\$ 2,651	\$ 4,829	\$ 13,529	Updating invoice format to incorporate amendment
Task 17 - Other Services																				
Task 18 - Combined Program Preliminary Engineering Report																				
18.A.	Capacity Analysis												0	\$ 4,360	\$ -	\$ -	\$ -	\$ -	\$ 4,360	
18.A.1	Pipelines - Proposed Segments	3	6			12							21	\$ 116,345	\$ -	\$ 13,860	\$ 70,422	\$ 84,282	\$ 200,627	
18.A.2	Facilities - WTP and BPS	3	6			10							19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.B.	Overall Hydraulics	10	15			30							55	\$ 4,065	\$ -	\$ -	\$ -	\$ -	\$ 4,065	
18.C.	WTP Analysis												0	\$ 3,745	\$ -	\$ -	\$ -	\$ -	\$ 3,745	
18.C.1	Treatment Flow Diagram	1	2										3	\$ 10,825	\$ -	\$ -	\$ -	\$ -	\$ 10,825	
18.C.2	Treatment Process Diagram	1	2										3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.C.3	Phasing Plan	1	2										3	\$ 715	\$ -	\$ -	\$ 11,440	\$ 11,440	\$ 12,155	
18.C.4	Develop Opinion of Probable Construction Cost (OPCC)	1	2										3	\$ 715	\$ -	\$ -	\$ 11,044	\$ 11,044	\$ 11,759	
18.D.	BPS Analysis												0	\$ 715	\$ -	\$ -	\$ 7,854	\$ 7,854	\$ 8,569	
18.D.1	BPS Flow Diagram	4	4	8									16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.D.2	Phasing Plan	4	4	8									16	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ 3,400	
18.D.3	Develop OPCC	4	8	12									24	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ 3,400	
18.E.	Pipelines												0	\$ 5,020	\$ -	\$ -	\$ -	\$ -	\$ 5,020	
18.E.1	Easement Widths	3	5			5							13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.E.2	Interconnect Stations	3	5			5							13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.E.3	Develop OPCC	4	8			18							30	\$ 5,740	\$ -	\$ -	\$ -	\$ -	\$ 5,740	
18.F.	Delivery Points												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.F.1	Conceptual Layout	2	2	2									6	\$ 1,340	\$ -	\$ -	\$ -	\$ -	\$ 1,340	
18.F.2	Develop OPCC	3	3	8									14	\$ 1,340	\$ -	\$ -	\$ -	\$ -	\$ 2,910	
18.G.	Develop Combined Program Budget	4	8			8							20	\$ 2,910	\$ -	\$ 6,930	\$ -	\$ 6,930	\$ 11,070	
18.H.	Develop Combined Program Schedule	4	8			8							20	\$ 4,140	\$ -	\$ 6,930	\$ -	\$ 6,930	\$ 11,070	
18.I.	PER Development												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18.I.1	Executive Summary	1	3			4							29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,170	
18.I.2	Introduction	1	3			4							9	\$ 4,170	\$ -	\$ -	\$ -	\$ -	\$ 4,170	
18.I.2	Introduction	1	3			4							9	\$ 1,670	\$ -	\$ -	\$ -	\$ -	\$ 1,670	

Alliance Water	Project Fee Summary	
Owners Representative	Total Effort	\$ 28,570
6/18/2018		
Detailed Overall CP&Y Cost Breakdown		

Basic Services								
Task	Project Role	Senior Scheduler	Document Controls	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$210.00	\$95.00					
Task 1 - Program Management Plan								
1.A.	GBRA & Project Advisory Committee (PAC) Protocol		10	10	\$ 950	\$ -	\$ 950	Define information flow and Sharepoint access for PAC
1.B.	Budget and Funding Protocol - Combined Program	16		16	\$ 3,360	\$ -	\$ 3,360	Define format and level of information provided for (PAC)
1.C.	Reporting Protocol - PAC			0	\$ -	\$ -	\$ -	
Task 2 - Stakeholder Coordination								
2.A	Initial and/or Ongoing Coordination - PAC			0	\$ -	\$ -	\$ -	
2.B	PAC Meetings	6	4	10	\$ 1,640	\$ 200	\$ 1,840	One meeting (2 hrs) plus prep time
Task 3 - Budgeting								
3.A	Prepare Monthly Budget Updates (PAC)	12		12	\$ 2,520	\$ -	\$ 2,520	Two hours extra per month for 6 months
Task 4 - Schedule								
Task 5 - Reporting								
5.A	Prepare Monthly Progress Updates (PAC)			0	\$ -	\$ -	\$ -	
Task 6 - Data Management								
6.A	Overall Data Management		40	40	\$ 3,800	\$ -	\$ 3,800	Once protocol is set (see 1.A), addnal 5 hours per month for PAC
6.A.1	Perform Administrative Support Functions			0	\$ -	\$ -	\$ -	
6.A.2	Enter information into applicable data management system			0	\$ -	\$ -	\$ -	
6.A.3	Distribute updated contract documents			0	\$ -	\$ -	\$ -	
6.A.4	Prepare, manage, record, distribute and archive documentation			0	\$ -	\$ -	\$ -	
6.A.5	Log receipts of documents and inquiries requiring a response			0	\$ -	\$ -	\$ -	
6.A.6	Review supporting documents for conformance with PMP guidelines			0	\$ -	\$ -	\$ -	
6.A.7	Maintain project records			0	\$ -	\$ -	\$ -	
6.B	Microsoft SharePoint			0	\$ -	\$ -	\$ -	
6.B.1	Perform ongoing management of documents within SharePoint		16	16	\$ 1,520	\$ -	\$ 1,520	Addnal 2 hours per month for PAC
6.C	Deliverables			0	\$ -	\$ -	\$ -	
6.C.1.	Hard copy deliverable to be provided to Alliance Water			0	\$ -	\$ -	\$ -	
6.C.1.a	Meeting Agendas			0	\$ -	\$ -	\$ -	
6.C.1.b	Program status reports			0	\$ -	\$ -	\$ -	
6.C.1.c	Copies of the PMP			0	\$ -	\$ -	\$ -	
6.C.1.d	Exhibits			0	\$ -	\$ -	\$ -	
Task 7 - Environmental Management								
Task 8 - Land Acquisition Management								
Task 9 - Texas Water Development Board Management								
9.A	Perform regular coordination with TWDB			0	\$ -	\$ -	\$ -	
9.B	Coordination as required with TWDB			0	\$ -	\$ -	\$ -	
Task 10 - Design Standards								
10.A	Address comments from PAC for the following			0	\$ -	\$ -	\$ -	
10.A.1	Transmission pipeline design standards			0	\$ -	\$ -	\$ -	
10.A.2	Standard specifications for construction			0	\$ -	\$ -	\$ -	
10.A.3	Standard details			0	\$ -	\$ -	\$ -	
10.A.4	Telemetry, instrumentation & controls, SCADA, and security standards			0	\$ -	\$ -	\$ -	
Task 11 - Engineering Design Management								
Task 12 - Quality Assurance								
Task 13 - Electrical Power Planning								

Alliance Water	Project Fee Summary	
Owners Representative 6/18/2018 Detailed Overall CP&Y Cost Breakdown	Total Effort	\$ 28,570

Basic Services								
Task	Project Role	Senior Scheduler	Document Controls	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$210.00	\$95.00					
	Task 14 - Permit Coordination/Tracking				\$ -	\$ -	\$ -	
	Task 15 - Guadalupe-Blanco River Authority Coordination				\$ -	\$ -	\$ -	
	Task 16 - Project Administration				\$ 1,980	\$ -	\$ 1,980	
16.A	Invoicing	4	12	16	\$ 1,980	\$ -	\$ 1,980	
16.B	Project Management			0	\$ -	\$ -	\$ -	
	Task 17 - Other Services				\$ -	\$ -	\$ -	
	Task 18 - Combined Program Preliminary Engineering Report				\$ 12,600	\$ -	\$ 12,600	
18.A	Capacity Analysis			0	\$ -	\$ -	\$ -	
18.A.1	Pipelines - Proposed Segments			0	\$ -	\$ -	\$ -	
18.A.2	Facilities - WTP and BPS			0	\$ -	\$ -	\$ -	
18.B	Overall Hydraulics			0	\$ -	\$ -	\$ -	
18.C	WTP Analysis			0	\$ -	\$ -	\$ -	
18.C.1	Treatment Flow Diagram			0	\$ -	\$ -	\$ -	
18.C.2	Treatment Process Diagram			0	\$ -	\$ -	\$ -	
18.C.3	Phasing Plan			0	\$ -	\$ -	\$ -	
18.C.4	Develop Opinion of Probable Construction Cost (OPCC)			0	\$ -	\$ -	\$ -	
18.D	BPS Analysis			0	\$ -	\$ -	\$ -	
18.D.1	BPS Flow Diagram			0	\$ -	\$ -	\$ -	
18.D.2	Phasing Plan			0	\$ -	\$ -	\$ -	
18.D.3	Develop OPCC			0	\$ -	\$ -	\$ -	
18.E	Pipelines			0	\$ -	\$ -	\$ -	
18.E.1	Easement Widths			0	\$ -	\$ -	\$ -	
18.E.2	Interconnect Stations			0	\$ -	\$ -	\$ -	
18.E.3	Develop OPCC			0	\$ -	\$ -	\$ -	
18.F	Delivery Points			0	\$ -	\$ -	\$ -	
18.F.1	Conceptual Layout			0	\$ -	\$ -	\$ -	
18.F.2	Develop OPCC			0	\$ -	\$ -	\$ -	
18.G	Develop Combined Program Budget	30		30	\$ 6,300	\$ -	\$ 6,300	Reconfigure Initial Budget Setup to incorporate GBRA involvement. Add PAC share split report.
18.H	Develop Combined Program Schedule	30		30	\$ 6,300	\$ -	\$ 6,300	Reconfigure Initial Budget Setup to incorporate GBRA involvement. Add PAC share split report.
18.I	PER Development			0	\$ -	\$ -	\$ -	
18.I.1	Executive Summary			0	\$ -	\$ -	\$ -	
18.I.2	Introduction			0	\$ -	\$ -	\$ -	
18.I.3	Design Criteria			0	\$ -	\$ -	\$ -	
18.I.4	Capacity Analysis			0	\$ -	\$ -	\$ -	
18.I.5	Hydraulic Analysis			0	\$ -	\$ -	\$ -	
18.I.6	Combined program infrastructure analyses			0	\$ -	\$ -	\$ -	
18.I.6.a	WTP			0	\$ -	\$ -	\$ -	
18.I.6.b	BPS			0	\$ -	\$ -	\$ -	
18.I.6.c	Pipelines			0	\$ -	\$ -	\$ -	
18.I.6.d	Delivery Points			0	\$ -	\$ -	\$ -	
18.I.7	Budget Summary			0	\$ -	\$ -	\$ -	

Alliance Water	Project Fee Summary	
Owners Representative 6/18/2018 Detailed Overall CP&Y Cost Breakdown	Total Effort	\$ 28,570

Basic Services								
Task	Project Role	Senior Scheduler	Document Controls	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$210.00	\$95.00					
18.I.8	Schedule Summary			0	\$ -	\$ -	\$ -	
18.I.9	Conclusions			0	\$ -	\$ -	\$ -	
18.J	PER Internal QC			0	\$ -	\$ -	\$ -	
18.K	Submit draft PER to PAC			0	\$ -	\$ -	\$ -	
18.L	Address PAC comments			0	\$ -	\$ -	\$ -	
18.M	Finalize PER			0	\$ -	\$ -	\$ -	
				Grand Total	\$ 28,370	\$ 200	\$ 28,570	

Alliance Water	Project Fee Summary	
Owners Representative 6/18/2018 Detailed Overall CP&Y Cost Breakdown	Total Effort	\$ 83,225

Basic Services															Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
Task	Project Role	QA/QC Engineer	Sr. Project Manager / Electrical	Project Manager / Env Manager	Sr. Civil Engineer	Civil Engineer	EIT	Sr. CAD Tech	CAD Tech	Administrative Assistant	Senior Biologist	Biologist	Senior Historian	Archeologist					
	Hourly Bill Rate	\$265.00	\$225.00	\$200.00	\$180.00	\$160.00	\$125.00	\$130.00	\$90.00	\$90.00	\$160.00	\$120.00	\$110.00	\$85.00					
Task 1 - Program Management Plan																\$ -	\$ -	\$ -	
1.A.	GBRA & Project Advisory Committee (PAC) Protocol														0	\$ -	\$ -	\$ -	
1.B.	Budget and Funding Protocol - Combined Program														0	\$ -	\$ -	\$ -	
1.C.	Reporting Protocol - PAC														0	\$ -	\$ -	\$ -	
Task 2 - Stakeholder Coordination																\$ 3,375	\$ 800	\$ 4,175	
2.A.	Initial and/or Ongoing Coordination - PAC														0	\$ -	\$ -	\$ -	
2.B.	PAC Meetings		15												15	\$ 3,375	\$ 800	\$ 4,175	2 attendees of PAC meeting for PER review, including 1 attendee from out of town
Task 3 - Budgeting																\$ -	\$ -	\$ -	
3.A.	Prepare Monthly Budget Updates (PAC)														0	\$ -	\$ -	\$ -	
Task 4 - Schedule																\$ -	\$ -	\$ -	
Task 5 - Reporting																\$ -	\$ -	\$ -	
5.A.	Prepare Monthly Progress Updates (PAC)														0	\$ -	\$ -	\$ -	
Task 6 - Data Management																\$ -	\$ -	\$ -	
6.A.	Overall Data Management														0	\$ -	\$ -	\$ -	
6.A.1	Perform Administrative Support Functions														0	\$ -	\$ -	\$ -	
6.A.2	Enter information into applicable data management system														0	\$ -	\$ -	\$ -	
6.A.3	Distribute updated contract documents														0	\$ -	\$ -	\$ -	
6.A.4	Prepare, manage, record, distribute and archive documentation														0	\$ -	\$ -	\$ -	
6.A.5	Log receipts of documents and inquiries requiring a response														0	\$ -	\$ -	\$ -	
6.A.6	Review supporting documents for conformance with PMP guidelines														0	\$ -	\$ -	\$ -	
6.A.7	Maintain project records														0	\$ -	\$ -	\$ -	
6.B.	Microsoft SharePoint														0	\$ -	\$ -	\$ -	
6.B.1	Perform ongoing management of documents within SharePoint														0	\$ -	\$ -	\$ -	
6.C.	Deliverables														0	\$ -	\$ -	\$ -	
6.C.1.	Hard copy deliverable to be provided to Alliance Water														0	\$ -	\$ -	\$ -	
6.C.1.a	Meeting Agendas														0	\$ -	\$ -	\$ -	
6.C.1.b	Program status reports														0	\$ -	\$ -	\$ -	
6.C.1.c	Copies of the PMP														0	\$ -	\$ -	\$ -	
6.C.1.d	Exhibits														0	\$ -	\$ -	\$ -	
Task 7 - Environmental Management																\$ -	\$ -	\$ -	
Task 8 - Land Acquisition Management																\$ -	\$ -	\$ -	
Task 9 - Texas Water Development Board Management																\$ 7,560	\$ -	\$ 7,560	
9.A.	Perform regular coordination with TWDB				40					4					44	\$ 7,560	\$ -	\$ 7,560	
Task 10 - Design Standards																\$ 5,060	\$ -	\$ 5,060	
10.A.	Address comments from PAC for the following														0	\$ -	\$ -	\$ -	
10.A.1	Transmission pipeline design standards														0	\$ -	\$ -	\$ -	
10.A.2	Standard specifications for construction														0	\$ -	\$ -	\$ -	
10.A.3	Standard details														0	\$ -	\$ -	\$ -	
10.A.4	Telemetry, instrumentation & controls, SCADA, and security standards		12				16			4					32	\$ 5,060	\$ -	\$ 5,060	
Task 11 - Engineering Design Management																\$ -	\$ -	\$ -	
Task 12 - Quality Assurance																\$ -	\$ -	\$ -	
Task 13 - Electrical Power Planning																\$ -	\$ -	\$ -	
Task 14 - Permit Coordination/Tracking																\$ -	\$ -	\$ -	
Task 15 - Guadalupe-Blanco River Authority Coordination																\$ -	\$ -	\$ -	
Task 16 - Project Administration																\$ 2,410	\$ -	\$ 2,410	
16.A.	Invoicing	4								15					19	\$ 2,410	\$ -	\$ 2,410	
16.B.	Project Management														0	\$ -	\$ -	\$ -	
Task 17 - Other Services																\$ -	\$ -	\$ -	
Task 18 - Combined Program Preliminary Engineering Report																\$ 64,020	\$ -	\$ 64,020	
18.A.	Capacity Analysis														0	\$ -	\$ -	\$ -	
18.A.1	Pipelines - Proposed Segments														0	\$ -	\$ -	\$ -	
18.A.2	Facilities - WTP and BPS														0	\$ -	\$ -	\$ -	
18.B.	Overall Hydraulics														0	\$ -	\$ -	\$ -	
18.C.	WTP Analysis														0	\$ -	\$ -	\$ -	
18.C.1	Treatment Flow Diagram		4		8		16			4					32	\$ 4,700	\$ -	\$ 4,700	
18.C.2	Treatment Process Diagram		16		8		40			4					68	\$ 10,400	\$ -	\$ 10,400	
18.C.3	Phasing Plan		8		16		40			4					68	\$ 10,040	\$ -	\$ 10,040	
18.C.4	Develop Opinion of Probable Construction Cost (OPCC)		4		16		24			4					48	\$ 7,140	\$ -	\$ 7,140	
18.D.	BPS Analysis														0	\$ -	\$ -	\$ -	
18.D.1	BPS Flow Diagram														0	\$ -	\$ -	\$ -	
18.D.2	Phasing Plan														0	\$ -	\$ -	\$ -	
18.D.3	Develop OPCC														0	\$ -	\$ -	\$ -	
18.E.	Pipelines														0	\$ -	\$ -	\$ -	
18.E.1	Easement Widths														0	\$ -	\$ -	\$ -	
18.E.2	Interconnect Stations														0	\$ -	\$ -	\$ -	

Alliance Water														Project Fee Summary			
Owners Representative 6/18/2018 Detailed Overall CP&Y Cost Breakdown														Total Effort		\$ 83,225	

Basic Services															Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
Task	Project Role	QA/QC Engineer	Sr. Project Manager / Electrical	Project Manager / Env Manager	Sr. Civil Engineer	Civil Engineer	EIT	Sr. CAD Tech	CAD Tech	Administrative Assistant	Senior Biologist	Biologist	Senior Historian	Archeologist					
	Hourly Bill Rate	\$265.00	\$225.00	\$200.00	\$180.00	\$160.00	\$125.00	\$130.00	\$90.00	\$90.00	\$160.00	\$120.00	\$110.00	\$85.00					
18.E.3	Develop OPCC														0	\$ -	\$ -	\$ -	
18.F	Delivery Points														0	\$ -	\$ -	\$ -	
18.F.1	Conceptual Layout														0	\$ -	\$ -	\$ -	
18.F.2	Develop OPCC														0	\$ -	\$ -	\$ -	
18.G	Develop Combined Program Budget														0	\$ -	\$ -	\$ -	
18.H	Develop Combined Program Schedule														0	\$ -	\$ -	\$ -	
18.I	PER Development														0	\$ -	\$ -	\$ -	
18.I.1	Executive Summary														0	\$ -	\$ -	\$ -	
18.I.2	Introduction														0	\$ -	\$ -	\$ -	
18.I.3	Design Criteria														0	\$ -	\$ -	\$ -	
18.I.4	Capacity Analysis														0	\$ -	\$ -	\$ -	
18.I.5	Hydraulic Analysis														0	\$ -	\$ -	\$ -	
18.I.6	Combined program infrastructure analyses														0	\$ -	\$ -	\$ -	
18.I.6.a	WTP			4	16		32	16		12					80	\$ 10,840	\$ -	\$ 10,840	
18.I.6.b	BPS														0	\$ -	\$ -	\$ -	
18.I.6.c	Pipelines														0	\$ -	\$ -	\$ -	
18.I.6.d	Delivery Points														0	\$ -	\$ -	\$ -	
18.I.7	Budget Summary														0	\$ -	\$ -	\$ -	
18.I.8	Schedule Summary														0	\$ -	\$ -	\$ -	
18.I.9	Conclusions														0	\$ -	\$ -	\$ -	
18.J	PER Internal QC		20		20		16			8					64	\$ 10,820	\$ -	\$ 10,820	
18.K	Submit draft PER to PAC														0	\$ -	\$ -	\$ -	
18.L	Address PAC comments				24		32	8		8					72	\$ 10,080	\$ -	\$ 10,080	
18.M	Finalize PER														0	\$ -	\$ -	\$ -	
Grand Total																\$ 82,425	\$ 800	\$ 83,225	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.8** Consider adoption of Resolution 2018-06-27-004 approving revisions to Alliance Water's Phase 1B Program by modifying the delivery amounts and locations for Canyon Regional Water Authority. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Mr. Moore and Kimley-Horn have been working with Canyon Regional Water Authority on a request they had to modify the delivery location, amount and pressure on the segment that goes into Guadalupe County.

Attached is a presentation that Mr. Moore will go through summarizing the requested changes and the impacts.

The Technical Committee discussed the same issues at their June 13th meeting, but a few questions remained. A group representing each Sponsor (James Earp – Kyle, Tom Taggart – San Marcos, David Davenport – CRWA & Blake Neffendorf – Buda) met along with Mr. Moore to discuss further. After some discussion all agreed that the changes should be supported and incorporated into the Phase 1B Program.

Attachment(s)

- Resolution 2018-06-27-004
- Presentation on Request to Modify Delivery Quantity and Location by CRWA

Board Decision(s) Needed:

- Adoption of Resolution 2018-06-27-003 approving revisions to the Phase 1B Program by modifying the delivery amounts and locations for Canyon Regional Water Authority.



RESOLUTION NO. 20180627-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING REVISIONS TO ALLIANCE WATER'S PHASE 1B PROGRAM BY MODIFYING THE DELIVERY AMOUNTS AND LOCATIONS FOR CANYON REGIONAL WATER AUTHORITY, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Alliance Water") approved the Execution Structure and Other Items related to Alliance Water's Phase 1B Program through the adoption of Resolution 20171025-006.

2. One of Alliance Water's Sponsors, Canyon Regional Water Authority ("CRWA"), requested changes to the location and quantity of water to be delivered by Alliance Water. Specifically, CRWA has requested that the delivery originally labeled as "Green Valley SUD Delivery Point #2" no longer be used and instead the water be delivered to their Dunlap Water Treatment Plant. CRWA has also requested that the infrastructure be sized to deliver the equivalent of 10,000 acre-feet per year to this location on an average day or 15,000 acre-feet per year under peaking conditions.

3. The requested changes are anticipated to require a larger pipeline segment for approximately 8-miles that will be offset by the deletion of a 15-mile pipeline segment.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:

PART 1. CRWA's requested changes to Alliance Water's Phase 1B Program are approved.

PART 2. Alliance Water's Executive Director, Graham Moore, is authorized to execute Amendment #1 on behalf of Alliance Water.

PART 3. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: June 27, 2018.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

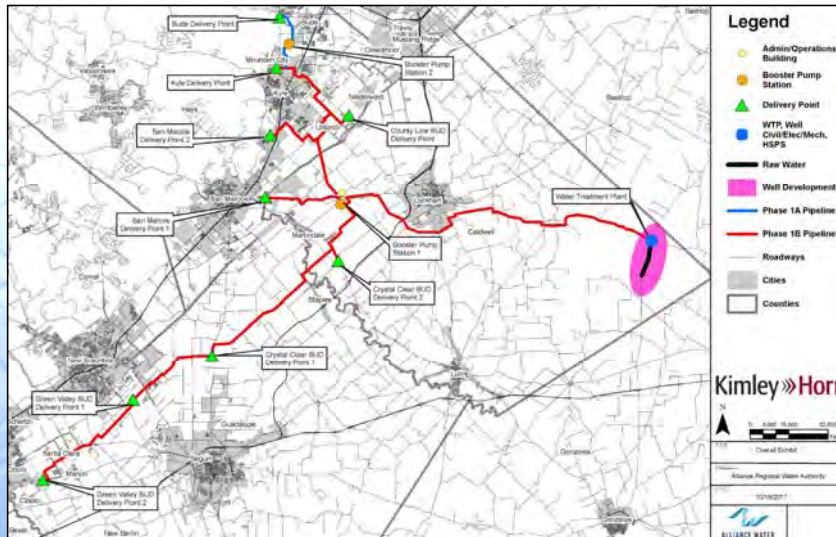
ALLIANCE REGIONAL WATER AUTHORITY

PHASE 1B – REQUEST TO MODIFY DELIVERY QUANTITY AND LOCATION FOR CRWA

BOARD OF DIRECTORS MEETING
JUNE 27, 2018



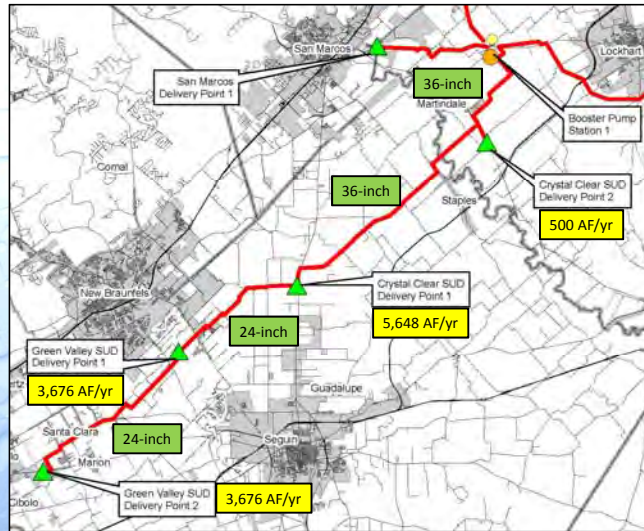
EXISTING PHASE 1B PLAN



ALLIANCE REGIONAL WATER AUTHORITY



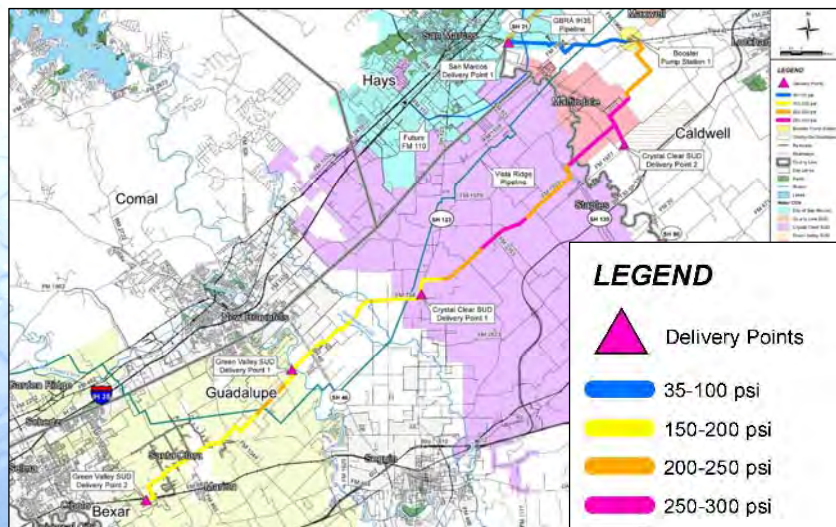
CRWA ORIGINAL DELIVERIES



ALLIANCE REGIONAL WATER AUTHORITY



EXISTING PHASE 1B PRESSURES



ALLIANCE REGIONAL WATER AUTHORITY



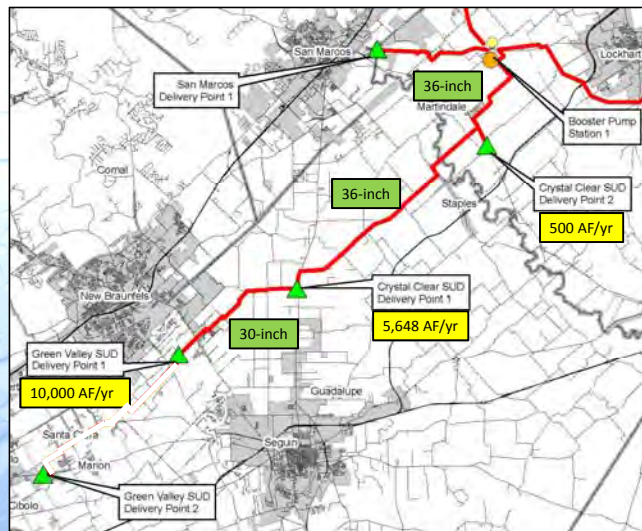
REQUESTED CHANGES

- Deliver flow to the Dunlap WTP only - no longer additional delivery to Wagner BPS
- Deliver at ground storage tank (not at system pressure)
- Increase delivered flow to 10,000 AF/yr on average day (Note: this does not provide CRWA with additional water, just capacity)

ALLIANCE REGIONAL WATER AUTHORITY



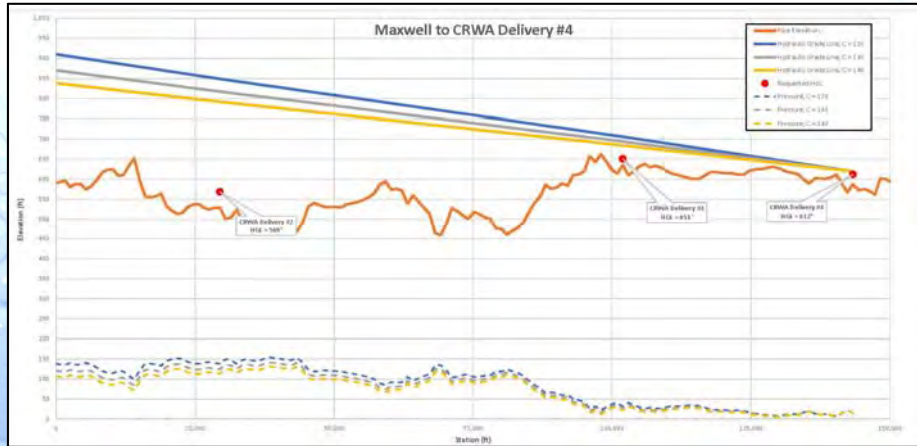
CRWA PROPOSED DELIVERIES



ALLIANCE REGIONAL WATER AUTHORITY



CRWA PROPOSED DELIVERIES



ALLIANCE REGIONAL WATER AUTHORITY



RESULTS OF CHANGES

- Delete 10-miles of 24-inch pipeline (**\$15 million savings**)
- Increase 8-miles of pipeline from 24-inch to 30-inch (**\$2.75 million addition**)
- Consider adding an elevated surge tank to make operations easier (**\$4.95 million addition**)
- Net Result: **\$7.3 million in savings**

ALLIANCE REGIONAL WATER AUTHORITY



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.9** Discussion of the proposed Alliance Water budget for FY 2018-19; and possible direction to staff. ~ *Graham Moore, P.E., Executive Director*
-

Attached is the proposed budget information for FY 2018-19.

The Authority Financial Policies call for the following schedule as it relates to the budget and CIP process:

Deadline	Action
May 31st	Summary Prelim Budget presented to Technical Committee and Board
June 30th	Proposed Budget presented to Technical Committee
July 31st	Draft budget recommended by the Technical Committee to the Board
August 31st	Approval of budget for ensuing year

Below are some of the highlights of the Agency FY 18-19 budget (Appendix A):

- No significant changes in consultant expenditures, other than a \$70,000 reduction in Legal Support (not Legal Fees, i.e. Mark Taylor), Hydrogeologic Support and Groundwater Permitting.
- Includes cash funding of \$75,000 for some engineering projects and/or studies.
- Updates the construction line item to match agreement with the GCUWCD for the monitoring well project. This payment may get deferred until October 2019, this should be determined in the next 30 days or so.
- Debt service payments for 2015 and 2017 issuances match the final debt service tables.

The projects budget (Appendix B) is being updated to match Kimley-Horn's budgeting effort on the Phase 1B Program, this will be presented in the future.

Appendix C projects out revenues and expenditures for the Authority for the next five years. The water sharing expenditures to be paid by Buda have been included, but the revenues to Kyle and San Marcos have been excluded from this analysis.

Appendix D accounts for the projected revenues and expenses to be made as part of the water sharing plan. This is a revenue neutral proposition for the Authority but does affect three of the Sponsors.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

The table below summarizes the payments made by each Sponsor in support of the Operating Budget and Debt Service in FY 2016-17, those being made in FY 2017-18, what was previously projected for FY 2018-19 and what is initially projected for FY 2018-19.

SPONSOR	ACTUAL 2016-17	APPROVED 2017-18	PROJECTED 2018-19	INITIAL ESTIMATES 2018-19
San Marcos	\$628,039	\$778,760	\$1,563,920	\$1,563,449
Kyle	\$687,097	\$849,130	\$1,302,547	\$1,296,685
Buda	\$88,973	\$111,280	\$221,760	\$220,056
Canyon Regional Water Authority	\$812,567	\$984,195	\$1,469,499	\$1,472,650
TOTAL	\$2,216,676	\$2,723,365	\$4,557,726	\$4,552,840

Staff is seeking input from the Board on the draft budget.

Attachment(s)

- Draft Budget FY 2018-19 dated June 8, 2018

Board Decision(s) Needed:

- Possible direction to Staff.

ALLIANCE REGIONAL WATER AUTHORITY

**DRAFT SUMMARY
BUDGET**



FOR FISCAL YEAR 2018-19

June 8, 2018

Alliance Regional Water Authority
APPENDIX A: FY 2018-19 GENERAL OPERATIONS BUDGET

Expense	Actual FY 2016/17	Approved FY 2017/18	Estimated FY 2017/18	Proposed FY 2018/19
Operations & Maintenance Expenditures				
Royalties & Permit Fees				
Groundwater Royalties	1,065,318.00	1,350,000.00	1,270,000.00	1,350,000.00
Permit Fees	56,753.00	62,700.00	63,000.00	69,200.00
Total Royalties & Permit Fees	1,122,071.00	1,412,700.00	1,333,000.00	1,419,200.00
Contract Services				
Agency Mgmt Public Relations	62,181.66	50,000.00	50,000.00	55,000.00
Contract Services-Lobbyist	90,000.00	78,000.00	72,000.00	72,000.00
Auditing fees	14,669.00	18,000.00	15,500.00	20,000.00
Legal Fees	72,187.50	90,000.00	90,000.00	90,000.00
Total Contract Services	239,038.16	236,000.00	227,500.00	237,000.00
Regional Water Planning Contribution	356.78	5,800.00	2,500.00	5,000.00
Operations				
Dues	4,764.09	5,000.00	4,911.00	6,500.00
Bank Fees	437.59	500.00	575.00	650.00
Insurance - Liability, E&O	1,741.00	2,500.00	1,750.00	2,750.00
Non-Project Newspaper Public Notices	998.80	0.00	566.28	500.00
Books, Subscriptions, Reference	0.00	0.00	0.00	0.00
Postage, Mailing Service	0.00	300.00	0.00	300.00
Printing and Copying	0.00	500.00	2,000.00	2,500.00
Telephone, Telecommunications	1,800.00	3,000.00	2,000.00	3,000.00
Supplies	3,298.27	5,000.00	5,000.00	5,000.00
Operations - Other	0.00	2,500.00	2,000.00	2,500.00
Total Operations	13,039.75	19,300.00	18,802.28	23,700.00
Travel, Conferences & Meetings	1,943.58	4,000.00	2,250.00	4,000.00
Employee Expenses				
Salaries and wages	145,784.48	232,100.00	170,000.00	265,034.00
Auto Allowance	7,800.00	7,800.00	7,800.00	7,800.00
Payroll taxes	9,899.15	18,352.35	14,700.00	20,871.80
Employee Insurance	11,298.67	26,400.00	16,000.00	26,400.00
Retirement	9,218.78	14,125.86	11,000.00	16,319.26
Licenses & Permits	40.00	500.00	300.00	500.00
Mileage Reimbursement	0.00	0.00	400.00	1,200.00
Employee Expenses - Other	0.00	1,000.00	1,000.00	1,000.00
Total Employee Expenses	184,041.08	300,278.00	221,200.00	339,125.07
Total O&M Expenditures	1,560,490.00	1,978,080.00	1,805,250.00	2,028,030.00
Capital Expenditures				
Projects-in-Progress (Cash)				
Legal Support	28,549.84	80,000.00	70,000.00	50,000.00
Hydrogeologic Support	11,876.25	40,000.00	40,000.00	25,000.00
Groundwater Permitting	16,002.25	35,000.00	35,000.00	0.00
Total Projects-in-Progress (Cash)	56,428.34	155,000.00	145,000.00	75,000.00
Contribution to Kyle Water Model	25,000.00	0.00	0.00	0.00
Projects-in-Progress Eng. (Cash)				
Engineering - General	8,805.67	15,000.00	6,200.00	75,000.00
Engineering - Alignment Study	239,818.84	0.00	0.00	0.00
Engineering - Well Field Easements	25,228.75	0.00	49,000.00	0.00
Engineering - DPR Study	46,243.78	0.00	331.00	0.00
SWIFT Support	23,107.96	0.00	0.00	0.00
Blanco Basin WW Study	41,880.00	0.00	0.00	0.00
GIS Development	0.00	0.00	25,000.00	30,000.00
Phase 1B Programming & Standards	62,020.87	0.00	46,000.00	0.00
Total Projects-in-Progress Eng. (Cash)	447,105.87	15,000.00	126,531.00	105,000.00
Projects-in-Progress Construction				
Construction -GCUWCD Monitor Wells	30,411.78	60,825.00	60,825.00	101,375.00
Total Projects-in-Progress Construction	30,410.00	60,825.00	60,825.00	101,380.00
Debt Service Payment				
Series 2015a (CRWA)	250,657.50	249,954.50	249,954.50	248,918.50
Series 2015b (Kyle)	178,814.50	178,409.50	178,409.50	177,806.50
Series 2017a (CRWA)	0.00	240,000.00	173,737.80	497,816.00
Series 2017b (Kyle)	0.00	220,000.00	158,445.45	456,883.50
Series 2017c (San Marcos)	0.00	205,000.00	132,039.88	720,739.00
Series 2015d (Buda)	0.00	30,000.00	18,757.38	100,675.50
Total Debt Service Payment	429,470.00	1,123,360.00	911,340.00	2,202,840.00
Total Capital Expenditures	988,410.00	1,354,190.00	1,243,700.00	2,484,220.00
Total Expense	2,548,900.00	3,332,270.00	3,048,950.00	4,512,250.00

Alliance Regional Water Authority
APPENDIX A: FY 2018-19 GENERAL OPERATIONS BUDGET

	Actual FY 2016/17	Approved FY 2017/18	Estimated FY 2017/18	Proposed FY 2018/19
Ordinary Income/Expense				
Beginning Unreserved Fund Balance	2,629,412.00	2,305,422.00	2,305,422.00	1,990,080.00
Revenue				
Project Contribution				
City of San Marcos	628,069.00	778,760.00	778,760.00	1,563,449.00
City of Kyle	687,097.00	849,129.50	849,130.00	1,296,685.00
City of Buda	88,973.00	111,280.00	111,280.00	220,055.50
Canyon Regional Water Authority	812,567.00	984,194.50	984,195.00	1,472,649.50
Project Contribution - Other	0.00	0.00	6,500.00	6,500.00
Total Project Contribution	2,216,706.00	2,723,364.00	2,729,865.00	4,559,339.00
TexStar Interest Revenue				
City of San Marcos	2,149.86	730.00	1,330.00	730.00
City of Kyle	1,688.78	574.00	1,045.00	574.00
City of Buda	304.55	103.00	190.00	103.00
Canyon Regional Water Authority	1,851.86	630.00	1,150.00	630.00
TexStar Interest Revenue - Other	0.00	0.00	0.00	0.00
Total TexStar Interest Revenue	5,995.05	2,037.00	3,715.00	2,037.00
Broadway Interest Revenue				
City of San Marcos	759.06	730.00	10.00	730.00
City of Kyle	625.87	574.00	10.00	574.00
City of Buda	107.54	103.00	2.00	103.00
Canyon Regional Water Authority	717.92	630.00	10.00	630.00
Broadway Interest Revenue - Other	0.00	0.00	0.00	0.00
Total Broadway Interest Income	2,210.39	2,037.00	32.00	2,037.00
Total Operating Revenue	2,224,910.00	2,727,440.00	2,733,610.00	4,563,410.00
Total Funds Available	4,854,322.00	5,032,862.00	5,039,032.00	6,553,490.00
Net Income	-323,990.00	-604,830.00	-315,340.00	51,160.00
Ending Unreserved Balance	2,305,422.00	1,700,590.00	1,990,080.00	2,041,240.00
Fund Balance as Percentage of Operating	147.74%	85.97%	110.24%	100.65%

**Alliance Regional Water Authority
APPENDIX C: PROJECTED 5-YR BUDGET**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Beginning Fund Balance	\$2,305,422	\$1,769,880	\$1,814,550	\$1,942,140	\$2,035,440	\$2,043,160
GENERAL OPERATIONS						
Expenditures						
Operations & Maintenance						
Royalties & Permits	\$1,333,000	\$1,419,200	\$1,426,120	\$1,440,381	\$1,454,785	\$1,469,333
Contract Services	\$227,500	\$237,000	\$232,000	\$254,000	\$269,000	\$269,000
Operations	\$21,302	\$28,700	\$25,150	\$26,408	\$27,728	\$29,114
Employee Expenses	\$221,200	\$339,125	\$369,212	\$383,981	\$438,340	\$467,314
Travel, Conferences & Meetings	\$2,250	\$4,000	\$4,000	\$6,000	\$6,500	\$7,000
Total Operations & Maintenance	\$1,805,252	\$2,028,025	\$2,056,482	\$2,110,770	\$2,196,353	\$2,241,761
Capital Projects (Cash)						
Permitting/Groundwater Support	\$145,000	\$75,000	\$55,000	\$35,000	\$35,000	\$35,000
Engineering & Studies (Cash)	\$126,531	\$105,000	\$115,000	\$115,000	\$115,000	\$100,000
Construction (Cash)	\$60,825	\$101,375	\$0	\$0	\$0	\$0
Total Capital Projects (Cash)	\$332,356	\$281,375	\$170,000	\$150,000	\$150,000	\$135,000
Shared Water						
Payments to Kyle	\$270,000	\$270,000	\$286,000	\$314,600	\$377,520	\$388,846
Payments to San Marcos	\$171,000	\$171,000	\$180,000	\$185,400	\$190,962	\$210,058
ARWA O&M	\$0	\$0	\$55,000	\$60,500	\$72,600	\$81,312
Total Shared Water	\$441,000	\$441,000	\$521,000	\$560,500	\$641,082	\$680,216
Total Expenditures	\$2,578,610	\$2,750,400	\$2,747,480	\$2,821,270	\$2,987,440	\$3,056,980
Revenues						
35.86% City of San Marcos	\$778,760	\$842,710	\$842,710	\$842,710	\$842,710	\$842,710
28.17% City of Kyle	\$599,176	\$661,995	\$661,995	\$661,995	\$661,995	\$661,995
5.08% City of Buda	\$111,280	\$119,380	\$119,380	\$119,380	\$119,380	\$119,380
30.89% Canyon Regional Water Authority	\$805,786	\$725,915	\$725,915	\$725,915	\$725,915	\$725,915
Total Revenues	\$2,295,001	\$2,350,000	\$2,350,000	\$2,350,000	\$2,350,000	\$2,350,000

**Alliance Regional Water Authority
APPENDIX C: PROJECTED 5-YR BUDGET**

		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
PROJECTS							
Expenditures							
30.89%	Series 2015a (CRWA)	\$249,955	\$248,919	\$247,587	\$250,977	\$249,058	\$251,854
28.17%	Series 2015b (Kyle)	\$178,410	\$177,807	\$177,033	\$181,088	\$179,929	\$178,608
30.89%	Series 2017a (CRWA)	\$240,000	\$497,816	\$500,814	\$498,562	\$501,018	\$498,048
28.17%	Series 2017b (Kyle)	\$220,000	\$456,884	\$455,036	\$452,996	\$455,692	\$452,997
35.86%	Series 2017c (San Marcos)	\$205,000	\$720,739	\$722,337	\$723,522	\$719,232	\$719,282
5.08%	Series 2017d (Buda)	\$30,000	\$100,676	\$100,203	\$104,678	\$104,054	\$103,334
30.89%	Series 2019a (CRWA)	\$0	\$0	\$700,000	\$1,520,000	\$1,520,000	\$1,520,000
28.17%	Series 2019b (Kyle)	\$0	\$0	\$635,000	\$1,385,000	\$1,385,000	\$1,385,000
35.86%	Series 2019c (San Marcos)	\$0	\$0	\$610,000	\$2,130,000	\$2,130,000	\$2,130,000
5.08%	Series 2019d (Buda)	\$0	\$0	\$90,000	\$305,000	\$305,000	\$305,000
30.89%	Series 2021a (CRWA)	\$0	\$0	\$0	\$0	\$835,000	\$1,745,000
28.17%	Series 2021b (Kyle)	\$0	\$0	\$0	\$0	\$760,000	\$1,590,000
35.86%	Series 2021c (San Marcos)	\$0	\$0	\$0	\$0	\$745,000	\$2,420,000
5.08%	Series 2021d (Buda)	\$0	\$0	\$0	\$0	\$110,000	\$345,000
	Total Expenditures	\$1,123,364	\$2,202,839	\$4,238,009	\$7,551,822	\$9,998,982	\$13,644,122
Revenues							
	Reimbursement						
	Series 2015a (CRWA)	\$0	\$0	\$0	\$0	\$0	\$0
	Series 2015b (Kyle)	\$0	\$0	\$0	\$0	\$0	\$0
	Total Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0
	Sponsor Payments						
	City of San Marcos	\$205,000	\$720,739	\$1,332,337	\$2,853,522	\$3,594,232	\$5,269,282
	City of Kyle	\$249,955	\$634,690	\$1,267,068	\$2,019,083	\$2,780,620	\$3,606,605
	City of Buda	\$30,000	\$100,676	\$190,203	\$409,678	\$519,054	\$753,334
	Canyon Regional Water Authority	\$178,410	\$746,735	\$1,448,401	\$2,269,539	\$3,105,076	\$4,014,902
	Total Sponsor Payments	\$663,364	\$2,202,839	\$4,238,009	\$7,551,822	\$9,998,982	\$13,644,122
	Total Revenues	\$663,364	\$2,202,839	\$4,238,009	\$7,551,822	\$9,998,982	\$13,644,122

**Alliance Regional Water Authority
APPENDIX C: PROJECTED 5-YR BUDGET**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Net Sponsor Payments						
Sponsor Payments						
City of San Marcos	\$778,760	\$1,563,449	\$2,175,047	\$3,696,232	\$4,436,942	\$6,111,992
City of Kyle	\$849,130	\$1,296,685	\$1,929,063	\$2,681,078	\$3,442,615	\$4,268,600
City of Buda	\$552,280	\$661,056	\$830,583	\$1,089,558	\$1,279,516	\$1,552,930
Canyon Regional Water Authority	\$984,195	\$1,472,650	\$2,174,316	\$2,995,454	\$3,830,991	\$4,740,817
Total Net Sponsor Payments	\$3,164,365	\$4,993,839	\$7,109,009	\$10,462,322	\$12,990,064	\$16,674,338
Interest Income	\$2,069	\$4,074	\$4,074	\$4,074	\$4,074	\$4,074
NET INCOME	-\$535,540	\$44,670	\$127,590	\$93,300	\$7,720	-\$22,690
ENDING FUND BALANCE	\$1,769,880	\$1,814,550	\$1,942,140	\$2,035,440	\$2,043,160	\$2,020,470
	98.04%	89.47%	94.44%	96.43%	93.03%	90.13%

One-Time Cash Contribution to Project

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
One-Time Cash Contribution to Project						
City of San Marcos	\$3,004,900	\$2,077,500	\$623,100	\$0	\$0	\$0
City of Buda	\$425,700	\$294,300	\$88,300	\$0	\$0	\$0
Total One-Time Cash Contribution	\$3,430,600	\$2,371,800	\$711,400	\$0	\$0	\$0

**Alliance Regional Water Authority
Projected 5-Yr Contributions by Sponsor**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
35.86% San Marcos	\$778,760	\$3,640,949	\$2,798,147	\$3,696,232	\$4,436,942	\$6,111,992
28.17% Kyle	\$849,130	\$1,296,685	\$1,929,063	\$2,681,078	\$3,442,615	\$4,268,600
5.08% Buda	\$111,280	\$955,356	\$918,883	\$1,089,558	\$1,279,516	\$1,552,930
30.89% Canyon Regional Water Authority	\$984,195	\$1,472,650	\$2,174,316	\$2,995,454	\$3,830,991	\$4,740,817
TOTAL	\$2,723,365	\$7,365,639	\$7,820,409	\$10,462,322	\$12,990,064	\$16,674,338

Alliance Regional Water Authority
APPENDIX C: PROJECTED 5-YR BUDGET

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
DEBT SERVICE RECAPITULATION BY SPONSOR						
Series 2015a (CRWA)	\$249,955	\$248,919	\$247,587	\$250,977	\$249,058	\$251,854
Series 2017a (CRWA)	\$240,000	\$497,816	\$500,814	\$498,562	\$501,018	\$498,048
Series 2019a (CRWA)	\$0	\$0	\$700,000	\$1,520,000	\$1,520,000	\$1,520,000
Series 2021a (CRWA)	\$0	\$0	\$0	\$0	\$835,000	\$1,745,000
CRWA Total	\$489,955	\$746,735	\$1,448,401	\$2,269,539	\$3,105,076	\$4,014,902
Series 2015b (Kyle)	\$178,410	\$177,807	\$177,033	\$181,088	\$179,929	\$178,608
Series 2017b (Kyle)	\$220,000	\$456,884	\$455,036	\$452,996	\$455,692	\$452,997
Series 2019b (Kyle)	\$0	\$0	\$635,000	\$1,385,000	\$1,385,000	\$1,385,000
Series 2021b (Kyle)	\$0	\$0	\$0	\$0	\$760,000	\$1,590,000
Kyle Total	\$398,410	\$634,690	\$1,267,068	\$2,019,083	\$2,780,620	\$3,606,605
Series 2017c (San Marcos)	\$205,000	\$720,739	\$722,337	\$723,522	\$719,232	\$719,282
Series 2019c (San Marcos)	\$0	\$0	\$610,000	\$2,130,000	\$2,130,000	\$2,130,000
Series 2021c (San Marcos)	\$0	\$0	\$0	\$0	\$745,000	\$2,420,000
San Marcos Total	\$205,000	\$720,739	\$1,332,337	\$2,853,522	\$3,594,232	\$5,269,282
Series 2017d (Buda)	\$30,000	\$100,676	\$100,203	\$104,678	\$104,054	\$103,334
Series 2019d (Buda)	\$0	\$0	\$90,000	\$305,000	\$305,000	\$305,000
Series 2021d (Buda)	\$0	\$0	\$0	\$0	\$110,000	\$345,000
Buda Total	\$30,000	\$100,676	\$190,203	\$409,678	\$519,054	\$753,334

**Alliance Regional Water Authority
APPENDIX D: FY 2018-19 WATER SHARING**

	Actual FY 2016/17	Approved FY 2017/18	Estimated FY 2017/18	Proposed FY 2018/19
Ordinary Income/Expense				
Revenue				
Interim Water Revenue				
City of San Marcos	0.00	0.00	0.00	0.00
City of Kyle	0.00	0.00	0.00	0.00
City of Buda	276,968.00	441,000.00	387,900.00	441,000.00
Canyon Regional Water Authority	0.00	0.00	0.00	0.00
Total Interim Water Revenue	276,968.00	441,000.00	387,900.00	441,000.00
Total Operating Revenue	276,968.00	441,000.00	387,900.00	441,000.00
Total Funds Available	276,968.00	441,000.00	387,900.00	441,000.00
Expense				
Water Expenditures				
Payments for Shared Water				
City of San Marcos	108,368.00	171,000.00	164,220.00	171,000.00
City of Kyle	168,600.00	270,000.00	223,680.00	270,000.00
City of Buda	0.00	0.00	0.00	0.00
Canyon Regional Water Authority	0.00	0.00	0.00	0.00
Total Payments for Water	276,968.00	441,000.00	387,900.00	441,000.00
Phase 1A BPS O&M				
Electricity	0.00	0.00	0.00	0.00
Chemicals	0.00	0.00	0.00	0.00
Maintenance	0.00	0.00	0.00	0.00
Total Phase 1A BPS O&M	0.00	0.00	0.00	0.00
Total Capital Expenditures	276,968.00	441,000.00	387,900.00	441,000.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.10** Consider direction to the Executive Director to submit letters of support on behalf of the Authority for the Authority's Board Directors that have been nominated for positions on the Region L Planning Group. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

As discussed in May, Region L has been accepting nominations to fill seats on the planning group. In addition to accepting nominations, Region L also accepts letters of support for nominations made by others. Alliance Water has a history of issuing such support letters as it has done in support of Tom Taggart on several occasions.

The following Board members have been nominated to positions by their respective Boards/Council:

- Humberto Ramos, CRWA – Districts
- Pat Allen, Green Valley SUD – Districts
- Mike Taylor, Crystal Clear SUD – Districts
- Shane Arabie, Kyle - Municipalities

Staff is requesting authorization to issue letters of support on behalf of the Board for the nominees listed above.

Board Decision(s) Needed:

- Authorize Staff to issue letters of support to Region L on behalf of the Board for the nominees presented.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.11** Consider appointing an ad-hoc Committee to review proposals and make a recommendation on a selected firm in response to the Authority's Request for Proposals for Audit Services. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water has been utilizing Atchley & Associates for the annual financial audit based on a selection that occurred in 2014. Staff has prepared a new request for proposal for audit services with proposals due in early August. In 2014 the Board appointed the following to review the audit proposals: Mr. Williams (Buda), Mr. Betz (CRWA), Mr. Parker (San Marcos) & Mr. Earp (Kyle).

Staff is requesting that the Board appoint an ad-hoc Committee with the sole purpose of reviewing proposal submissions and making a recommendation to the Board. As you are aware there is a committee in place (Mr. Ramos – CRWA, Mr. Clack – San Marcos, Mr. Nett – Buda and Mr. Barba – Kyle) that is reviewing all of the submissions associated with the Phase 1B program. Due to the nature of the audit work and the workload associated with that committee, Staff recommends that the audit review committee include different representatives.

Board Decision(s) Needed:

- Creation of an ad-hoc committee to review audit services proposals and to make a recommendation to the Board as to a selection.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.12** Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and Capital Area Planning Group activities.
-

Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on June 12th. The GCUWCD received no bids on their re-bidding of the monitoring wells. Based on the direction from their attorney, their Staff will reach out to up to three local drillers to negotiate with them for the effort. On behalf of Alliance Water, Trish Carls is working on an amendment to the Monitoring Well Agreement to change the deadlines, payment timeframes and other related information. This will be brought to the Board at a later date for action.

Plum Creek Conservation District (PCCD)

The PCCD met on June 19th. The Board scheduled a public hearing on the new draft rules for PCCD on Thursday, July 19th @ 1:00 PM. Staff will review the draft rules and will participate in the public hearing. The Board voted to support the GCUWCD's application to Caldwell County to use public rights-of-way for monitoring wells.

Groundwater Management Area 13

Greg Sengelmann, the GMA-13 administrator, indicated that a GMA-13 meeting is likely to be held on July 19th or 20th. Among the topics for discussion will be the possible inclusion of the TWDB BRACS Study into the next round of DFCs, whether to consider similar rules across districts and an RFQ for hydrogeological consultant to assist the GMA.

Region L Planning Group

No update.

Guadalupe-Blanco River Authority

No update.

Hays County Activities

No update.

Capital Area Council of Governments (CAPCOG) Activities

No update.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

EXECUTIVE DIRECTOR

Staff Hiring

- Mr. Moore prepared a job description for the Project Coordinator position and has posted it on the Authority's website and on Indeed.com. It will also be publicized through the use of social media. The first review of resumes is scheduled to occur on July 2nd.

Log and Calendar of Events

- Attached is the log of activities for May along with the 3-month look ahead calendar for the Executive Director.

**Executive Director
Log of Activities**

May						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<i>1-May</i>	<i>2-May</i>	<i>3-May</i>	<i>4-May</i>	<i>5-May</i>
		TCEQ Meeting	GVSUD delivery point mtg	Region L Meeting	Ph 1A Segment B 99% Review Mtg	
		Water Sharing invoice	K-H monthly summary	99% Review comments	Tech Cmte packet	
		Ph 1B hydraulics discussion	Review pipeline & enviro LOEs	Review pipeline & enviro LOEs	April financial info	
		Kyle City Council presentation				
		Buda - N. Austin	Buda - New Braunfels	Buda - San Antonio		
		Buda - Kyle				
		96	80	122		
<i>6-May</i>	<i>7-May</i>	<i>8-May</i>	<i>9-May</i>	<i>10-May</i>	<i>11-May</i>	<i>12-May</i>
	Mtg w/ Gap Strategies	Hunt - ED Hearing	Technical Committee Mtg	CenterPoint Energy Mtg	Blanco Basin WW reporter call	
	TDPI crossing info	Mtg w/ Kenneth Williams	GBRA conference call	Ph 1A Segment A const meeting	Sponsor invoices	
	CRWA BOT report	Review proposed GBRA terms	Board appointments	Ph 1A Segment A const walk	Master Agreement to Blanton	
	Review pipeline & enviro LOEs	Updated Tech Cmte packet			White paper review	
<i>13-May</i>	<i>14-May</i>	<i>15-May</i>	<i>16-May</i>	<i>17-May</i>	<i>18-May</i>	<i>19-May</i>
	CRWA Board Mtg	GVSUD hydraulic mtg	Land Acquisition kickoff mtg	PTO	Board Agenda	
	ACH	PCCD Board Mtg	Budget info to Buda		Board packet	
	Board Agenda	Patricia Carls agreement	Centerpoint Coordination		GBRA discussions	
	TCEQ Coordination					
<i>20-May</i>	<i>21-May</i>	<i>22-May</i>	<i>23-May</i>	<i>24-May</i>	<i>25-May</i>	<i>26-May</i>
	Ph 1B PMP review mtg	PTO	CRWA Board of Managers Mtg	GSMP Infrastructure mtg	GBC Meeting	
	Pickup proposals		ARWA Board Mtg	NW Pipe mtg	Comments on GCUWCD permit apps	
	Claim against CRU			GBRA agreement	GBRA agreement	
	Carrizo well field costs			Organize proposals		
				Filing		

June 2018

June 2018							July 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 27	28	29	30	31	Jun 1 9:30am GBRA Contract Discussion (Conference Call)	2
3	4	9:00am Alliance Water - Monthly Check-in (Kimley-Horn San Antonio Office) - Cobler, Nathan	2:00pm ENR Texas Interview on ARWA project (Please call WebEx number below.)	1:30pm Meeting with Graham and Susie for intro's (summermoon coffee) - McClintock, Annette	11:30am FNU Course FNU0013944 Asset Management Workshop Lunch and Learn (Dunbar Recreation Center)	9
10	5:00pm Joan Wilkinson - Insurance Forms (CRWA) 6:00pm CRWA Board Meeting	1:30pm ARWA Segment A Progress Meeting (Trailer) - Jim Tolles 5:30pm GCUWCD Board Meeting (Gonzales Courthouse)	3:00pm ARWA - Technical Committee Meeting	10:00am Graham Moore and Kara Bishop Buffington (Gap Strategies) - Kara Bishop Buffington	15	16
17	10:00am Graham Moore and Kara Bishop Buffington (Gap Strategies) - Kara Bishop Buffington	8:30am ARWA Phase 1B - Pipeline Segment B 10:00am ARWA Phase 1B - Pipeline 1:00pm PCCD Board Meeting (Lockhart)	10:00am GBRA Board Meeting (Seguin)	3:30pm Ronny Huffstickler - American Ductile Iron Pipe (Starbucks - Kyle)	22	23
24	1:00pm ARWA Phase 1B - Environmental Kickoff Meeting (Kimley-Horn San Antonio (601 NW Loop 410, Suite 350))	10:00am Art of Construction 11:30am Kyle Chamber of Commerce 2:00pm Phase 1A Pump 3:00pm ARWA Phase 1B	10:00am CRWA - Board of Managers Meeting (CRWA's Offices) 3:00pm ARWA Board Meeting	28	29	30

July 2018

July 2018							August 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 1	2	3 9:00am Alliance Water - Monthly Check-in (Skype Meeting) - Cobler, Nathan	4	5	6	7
8	9 6:00pm CRWA Board Meeting	10 5:30pm GCUWCD Board Meeting (Gonzales Courthouse)	11	12 2:00pm Segment A Progress Meeting (ARWA Trailer)	13	14
15	16	17 1:00pm PCCD Board Meeting (Lockhart) 2:00pm Phase 1A Pump Station - Bid Opening (Kyle Public Works)	18 10:00am GBRA Board Meeting (Seguin) 3:00pm ARWA - Technical Committee Meeting	19	20	21
22	23	24 11:30am Kyle Chamber of Commerce Meeting (Texas Old Town)	25 10:00am CRWA - Board of Managers Meeting (CRWA's Offices) 3:00pm ARWA Board Meeting	26	27	28
29	30	31 9:00am Alliance Water - Monthly Check-in (~TX-SNA-RM-Training Room) - Cobler, Nathan	Aug 1	2	3	4

August 2018

August 2018							September 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 29	30	31	Aug 1	2 9:30am Region L Meeting (SAWS)	3	4
5	6	7	8 3:00pm ARWA - Technical Committee Meeting	9 2:00pm Segment A Progress Meeting (ARWA Trailer)	10	11
12	13 6:00pm CRWA Board Meeting	14 5:30pm GCUWCD Board Meeting (Gonzales Courthouse)	15 10:00am GBRA Board Meeting (Seguin)	16	17 9:00am Regional Water Alliance Meeting (SS WSC)	18
19	20	21 1:00pm PCCD Board Meeting (Lockhart)	22 10:00am CRWA - Board of Managers Meeting (CRWA's Offices) 3:00pm ARWA Board Meeting	23	24	25
26	27	28 11:30am Kyle Chamber of Commerce Meeting (Texas Old Town)	29	30	31	Sep 1

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

H. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – no action to be taken.

Background/Information

The Committee Members have an opportunity to make announcements or to request that items be added to future Board or Committee agendas.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- I.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 and 551.073 (Real Property Deliberations):*
- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Acquisition of real property for water supply project purposes*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

I.2 Action from Executive Session on the following matters:

- A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, June 27, 2018 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

J. ADJOURNMENT
