

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.

Call-In Number: 1-346-248-7799
Meeting ID: 915 7723 5175
Passcode: 332120

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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, December 15, 2021, at the County Line Special Utility District Offices, 8870 Camino Real, Kyle, Texas. The presiding officer of the meeting will be physically present at the location noted above. Some directors may participate remotely through videoconference. The public may observe this meeting in person or by using the following videoconference link and/or calling the number and code provided:

[Zoom Meeting Link](#)

Call-In Number: 1-346-248-7799

Meeting ID: 915 7723 5175

Passcode: 332120

Members of the public wishing to make public comment during the meeting must (1) be present at the public meeting location or (2) join by videoconference and register by emailing info@alliancewater.org prior to 3:00 p.m. on December 15, 2021. Public comment is not allowed by call-in. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at info@alliancewater.org before 3:00 p.m.)

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 November 18, 2021.
~ Graham Moore, P.E., Executive Director

E. PUBLIC HEARINGS / PRESENTATIONS - None

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F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

F.2 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*

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

H.1 Consider adoption of Resolution 2021-12-15-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment B Project, contingent upon approval of the award by the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*

H.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Chris Noe, P.E., Pape-Dawson Engineers*

H.3 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*

H.4 Consider adoption of Resolution 2021-12-15-002 approving Work Order #4 with K Friese & Associates, Inc. for Construction Administration Services on the Authority's Phase 1B Segment B Project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

H.5 Consider adoption of Resolution 2021-12-15-003 approving an extension in time to the completion of Work Order #5 with Pape-Dawson Engineers, Inc. for Construction Management & Inspection Services on the Authority's Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*

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- H.6 Update, discussion and possible direction to Staff regarding timing and financing of project cost increases. ~ *Graham Moore, P.E., Executive Director*
- H.7 Consider adoption of Resolution 2021-12-15-004 approving an agreement with the Schlueter Group for Government Relations Services with the Authority, as recommended by the temporary committee designed by the Board to review and recommend a selection. ~ *Graham Moore, P.E., Executive Director*

- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.

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

 - 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*
 - D. *Consideration of Resolution 2021-12-15-005 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain*

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proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.

K. ADJOURNMENT

NOTE: *The Board of Directors may meet in Executive Session for any purpose authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, for any item listed on this agenda or as otherwise authorized by law. An announcement will be made of the basis for Executive Session. 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
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Regina Franke (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Tim Samford (Kyle – Treatment Operations Manager)	April 2024	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2024	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2024	
Tyler Hjorth (San Marcos – Interim Director, Utilities)	April 2024	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Derrick Turley (Kyle – Water Quality Technician)	April 2024	
Marie Kalka (San Marcos – Finance Director)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Paul Kite (San Marcos – Asst. Director of Public Services)	April 2022	

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- C.** PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at info@alliancewater.org before 3:00 p.m.)
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D. CONSENT AGENDA

Item D.1 was presented as part of the consent agenda.

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- D.1** Consider approval of minutes of the Regular Meeting held November 18, 2021. ~
Graham Moore, P.E., Executive Director
-

Attachment(s)

- 2021 11 18 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Thursday, November 18, 2021

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 Thursday, November 18, 2021 at the County Line Special Utility District offices and via video conference call.

- A. CALL TO ORDER.
The Alliance Water Board Meeting was called to order at 3:01 p.m. by Mr. Betz.

- B. ROLL CALL.
 - **Present: Hughson, Franke, Samford, Neffendorf, Gleason, Ramos, Earp, Hjorth, Betz, Turley, Kalka and Kite with Ms. Hughson leaving after item H.1, Mr. Samford leaving after Item H.2 and Mr. Allen joining in Item H.5.**
 - **Absent: None.**

- C. PUBLIC COMMENT PERIOD
 - **None.**

- D. CONSENT AGENDA
 - D.1 Consider approval of minutes of the Regular Meeting held October 27, 2021.
 - D.2 Consider approval of the financial report for the period ending September 2021.
 - **Motion to approve the consent agenda items as presented was made by Mr. Samford, seconded by Mr. Ramos and approved on a 11-0 vote.**

E. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- F.1 Report on Technical Committee activities.
- F.2 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.
 - **No items opened.**

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

Item H.5 was taken out of order.

- H.5 Update, discussion and possible direction to Staff regarding results of initial raw water quality analyses from the Authority and Guadalupe-Blanco River Authority well fields.
 - **Mr. Felipe Gutierrez with CP&Y, Inc. presented the raw water quality from the ARWA and GBRA wells.**
 - **Mr. Samford asked for verification that carbon dioxide will be utilized.**
 - **Mr. Moore stated that yes, carbon dioxide will be used.**
 - **Mr. Samford asked that based on the actual water quality data if all systems were sized appropriately.**
 - **Mr. Gutierrez stated that it appears that all systems have the appropriate capacity to treat the raw water.**
 - **Mr. Ramos asked if the water quality meets the contract requirements.**
 - **Mr. Moore responded that the water quality after treatment will exceed the minimum requirements.**
 - **Mr. Kite asked if the finished water will be scaling.**
 - **Mr. Gutierrez confirmed that the finished water will scale on system pipes.**
 - **No Action.**

- H.1 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants.
- **Ms. Claudia Arnelia with CD&P attended the meeting and made the Public Relations Presentation to the Board.**
 - **Mr. Neffendorf suggested that a focus on continuing engagement with the local landowners including possible articles in the local newspapers.**
 - **No Action.**
- H.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program.
- **Mr. Noe provided an update on the construction of the Phase 1B Program.**
 - **No Action.**
- H.3 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Mr. Sowa provided an update on the Phase 1B Program.**
 - **Mr. Ramos asked how the schedule compares to the Pape-Dawson construction schedule.**
 - **Mr. Sowa stated that the two schedules are coordinated with the Program officially updating its schedule quarterly.**
 - **No Action.**
- H.4 Update, discussion and possible direction to Staff regarding timing and financing of project cost increases.
- **Mr. Moore provided an update as to the timing of when future funding is needed and stated that more information would be forthcoming in the next few months regarding options.**
 - **No Action.**
- H.6 Discussion and possible adoption of Resolution 2021-11-18-001 approving an Encroachment Agreement with the Guadalupe-Blanco River Authority for the crossing of an existing GBRA water pipeline and authorizing the Executive Director to execute all necessary documents related to the Agreement.
- **Ms. Moore explained the reason the encroachment agreement is needed and the basic details regarding the agreement.**
 - **Motion to adopt Resolution 2021-11-18-001 approving an Encroachment Agreement with the Guadalupe-Blanco River Authority was made by Mr. Ramos, seconded by Mr. Allen and approved on a 11-0 vote.**

- H.7 Discussion and possible adoption of Resolution 2021-11-18-002 approving an Agreement for Addition of a Delivery Point with Canyon Regional Water Authority and authorizing the Executive Director to execute all necessary documents related to the Agreement.
- **Mr. Moore reminded that Board that the need for the Agreement on the agenda was discussed in a prior meeting and that the agreement had been reviewed by all parties.**
 - **Motion to adopt Resolution 2021-11-18-002 approving an Agreement for the Addition of a Delivery Point with Canyon Regional Water Authority was made by Mr. Ramos, seconded by Mr. Neffendorf and approved on a 11-0 vote.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **No Action.**
- J.1 The Board of Directors recessed into Executive Session at 4:19 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, Section 551.072 to discuss water supply project partnership options. The Board of Directors reconvened from Executive Session at 4:41 p.m.
- 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.
 - D. Consideration of Resolution 2021-11-18-003 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections

of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.

- **Motion to adopt Resolution 2021-11-18-003 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Neffendorf, seconded by Mr. Ramos and approved on a 11-0 vote.**

K. ADJOURNMENT

- **Meeting was adjourned at 4:44 p.m. based on the motion by Mr. Neffendorf, seconded by Mr. Turley on a 11-0 vote.**

APPROVED: _____, 2021

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

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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 12/8 meeting:

- Received an update on construction of the Phase 1B projects (Item H.2).
- Received an update on the Phase 1B program (Item H.3).
- Received information on the bidding for Segment B and recommended the Board contingently award the project to Garney Construction (Item H.1).
- Reviewed the proposed work order with K Friese for construction administration on the Segment B project and recommended Board approval of the work order (Item H.4).
- Reviewed and discussed possible new work order with Pape-Dawson for Construction Management & Inspection in 2022. The Committee asked a sub-set of the Technical Committee to review in more detail and determine possible ways to reduce the costs. (Item H.5).
- Committee provided input on the criteria and scoring to be utilized by Staff in preparation of the RFQ for Operations of the Water System.
- Received an update on area water meetings (Item F.2).

Board Decision(s) Needed:

- None.

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- F.2** 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 is scheduled to meet on December 14th.

Plum Creek Conservation District (PCCD)

The PCCD is scheduled to meet on December 21st.

Groundwater Management Area 13

No update.

Region L Planning Group

Region L met on November 4th. No significant items impacting the Authority were discussed.

Guadalupe-Blanco River Authority; Hays County Activities; CAPCOG Activities

Staff met with GBRA and other regional participants to discuss possible cooperation in short and long-term water supply projects. The conversation is expected to continue in 2022 with focus on the projects that are already planned by all entities. No set goals or expectations have been set for how and what the coordination will include. Staff will continue to keep the Technical Committee updated.

Board Decision(s) Needed:

- None.

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- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS** - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*

EXECUTIVE DIRECTOR

- The RFQ for Operations and Maintenance of the Carrizo Water Supply Project will be released on Friday, December 17th. At the January Board meeting, the Board will need to appoint the subcommittee that will review the proposals and will recommend a proponent to the Board.
- The Leaseholder Meeting originally scheduled for September 11th has been rescheduled for Saturday, January 22nd. Attached is the invitation that was sent to the leaseholders.
- January Board meeting will be scheduled for Wednesday, January 26th – returning to its typical spot as the fourth Wednesday of each month.



You're Invited!

Development & Leaseholder Update

Saturday, January 22, 2022
11 a.m. – 1 p.m

Delhi Volunteer Fire Department
6255 TX-304 • Delhi, TX 78953



ALLIANCE WATER

Alliance Water
PO Box 5459
Austin, TX 78763

Leaseholder Update

We are excited to share project updates for the Alliance Water Treatment Plant in Delhi, TX!

Join us to learn about the project, ask questions, and visit with the team.

Saturday, January 22
11 a.m. – 1 p.m

- BBQ will be provided •

Kindly RSVP by Jan. 14



To kculp@cdandp.com
or (512) 533-9100

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- H.1** Consider adoption of Resolution 2021-12-15-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment B Project, contingent upon approval of the award by the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water sought proposals for the Phase 1B Segment B Pipeline Project starting in September with proposals submitted on November 12, 2021. In accordance with the Authority's policies and Texas Water Development Board (TWDB) requirements, the project was advertised for two consecutive weeks in the Hays Free Press and in the Lockhart Post-Register.

The project includes approximately 10.5-miles of 42-inch pipeline and 5.4-miles of 36-inch pipeline and related appurtenances from the end of Segment A to the Booster Pump Station and from the Booster Pump Station to the San Marcos Water Treatment Plant. The bid was setup for additive alternates of pipe material (ductile iron, concrete steel cylinder and welded steel) in both 42-inch and 36-inch diameters.

A total of three proposals were received. The bidding documents utilized a Competitive Sealed Proposal (CSP) process whereby cost is considered but so too are the qualifications of the contractor to perform the work.

Below is a table comparing the cost per foot of the 42-inch steel line for Segment B as compared to the bid received for the same sized line on Segment A:

	Segment A (\$/linear foot)	Segment B (\$/linear foot)	% increase
42-inch Welded Steel	\$303.98	\$311.67	2.53%

Attachment(s)

- Segment B Recommendation Presentation
- Resolution 2021-12-15-001
- K Friese Award Recommendation Letter

Recommendations

- The Technical Committee and Project Advisory Committee each unanimously recommended the contract for the Segment B pipeline be awarded to Garney Construction with the use of 42-inch welded steel pipe.

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Board Decision(s) Needed:

- Adoption of Resolution 2021-12-15-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Water Segment B Pipeline Project, contingent upon approval of the award by the Texas Water Development Board.

Alliance Regional Water Authority

Segment B – Recommendation of Construction Award

December 10, 2021



1

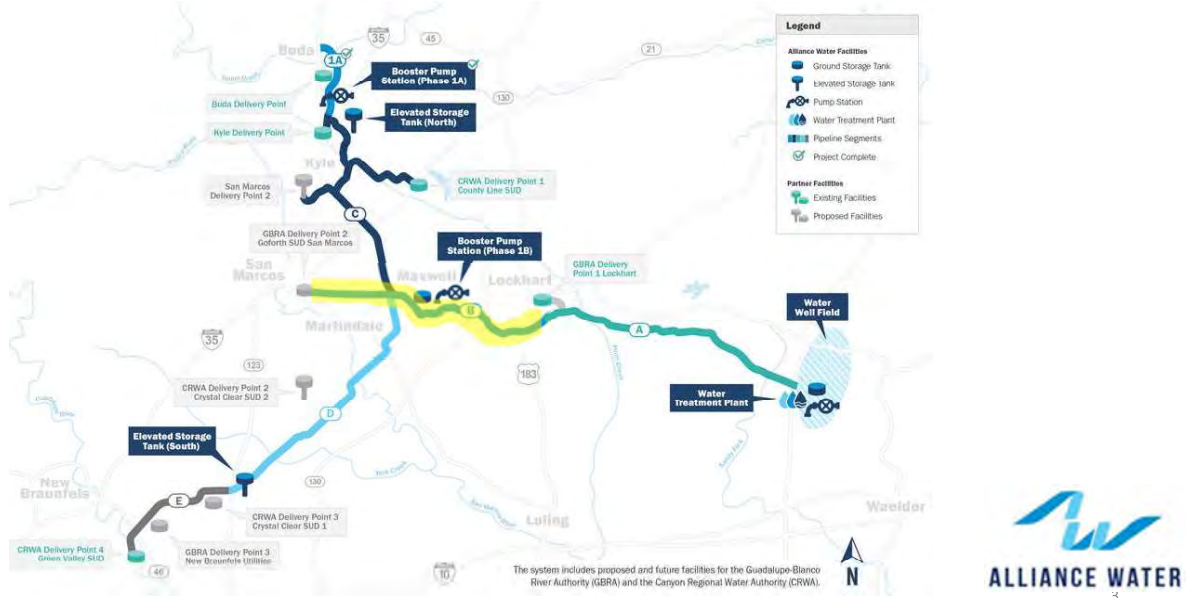
Meeting Agenda

Segment B Pipeline

- Summary of Proposals Received
- Alternative Bid Items
- Review Team Total Combined Score
- Recommendation



Segment B Limits



Segment B Pipeline Summary of Proposals Received

Proposal Price	Alt Description	Proposal Company		
		Carstensen	Garney	SJ Louis
Base Proposal		\$7,410,219.35	\$7,210,026.70	\$7,239,424.10
Alt A	Ductile Iron	No Bid	\$39,730,904.10	\$57,869,319.58
Alt B	Reinforced Concrete	\$35,841,941.00	\$28,821,139.76	\$32,485,452.20
Alt C	Steel Pipe	\$36,223,592.00	\$30,419,077.72	\$34,790,762.70
Alt D	UST Removal	\$9,000.00	\$16,423.47	\$50,000.00
Alt E	Open Cut CR 218	(\$95,000.00)	(\$56,504.94)	(\$21,000.00)
Alt F	Open Cut CR 241	(\$68,000.00)	(\$36,398.95)	(\$16,400.00)
Alt G	Open Cut CR 238 #1	(\$85,000.00)	(\$52,246.56)	(\$22,000.00)
Alt H	Open Cut CR 238 #2	(\$73,000.00)	(\$89,550.54)	(\$19,000.00)
Recommended Option (Base + Alt C)		\$43,633,811.35	\$37,629,104.42	\$42,030,186.80

Criteria for Selection

- Proposal Price (40 Points)
- Quality Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget (20 Points)
- Key Personnel (15 Points)
- Project Approach (15 Points)
- Safety Record (5 Points)
- Historically Underutilized Business (HUB) Program Compliance Plan (5 Points)



Review Team Total Combined Score

Criteria	Carstensen	Garney	SJ Louis
Proposal Price (40 Points)	24.8	39.8	33.1
Quality, Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget (20 Points)	10.2	19.0	16.6
Key Personnel (15 Points)	8.2	14.0	12.0
Project Approach (15 Points)	8.6	14.4	11.2
Safety Record (5 Points)	3.2	4.6	4.2
Historically Underutilized Business (HUB) Program Compliance Plan (5 Points)	1.4	4.8	4.2
Total (100 Points Possible)	56.4	96.6	81.3



ARWA-GBRA Segment B Cost Split

Proposal Item	Cost Split				
	Garney Construction	ARWA (%)	GBRA (%)	ARWA Cost	GBRA Cost
Base Bid	\$7,210,026.70	69.78	30.22	\$5,031,492.19	\$2,178,534.51
Alt A – Ductile Iron	\$39,730,904.10	70.95	29.05	\$28,190,158.23	\$11,540,743.17
Alt B – Concrete Steel Cylinder	\$28,821,139.76	73.26	26.74	\$21,115,390.47	\$7,705,749.29
Alt C – Welded Steel	\$30,419,077.72	71.98	28.02	\$21,896,485.22	\$8,522,592.50
TOTAL (Base + Alt C)	\$37,629,104.42			\$26,927,977.41	\$10,701,127.01

- ARWA Budget for Segment B Construction = \$28,176,000



Recommendation

- It is the recommendation that **Garney Construction** be selected as the General Contractor for the Alliance Regional Water Authority Segment B Project.
- Award Bid Alternative C for welded steel piping.





ALLIANCE WATER

RESOLUTION NO. 20211215-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AWARDING A CONTRACT TO GARNEY COMPANIES, INC. FOR THE PHASE 1B TREATED PIPELINE SEGMENT B PROJECT CONTINGENT UPON APPROVAL OF THE AWARD BY THE TEXAS WATER DEVELOPMENT BOARD AND CONTINGENT UPON THE BIDDER'S TIMELY SUBMISSION OF SUFFICIENT BONDS AND INSURANCE IN ACCORDANCE WITH THE BID DOCUMENTS FOR THE PROJECT; AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE CONTRACT DOCUMENTS AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority ("Alliance Water") and the Guadalupe-Blanco River Authority ("GBRA") entered into a Water Treatment and Transmission Agreement in June 2018 whereby, in exchange for payment by GBRA, Alliance Water would treat and transmit water to GBRA for their use.

2. Alliance Water sought proposals for the Phase 1B Treated Pipeline Segment B Project (the "Project") in accordance with Alliance Water's purchasing policies and the Texas Water Development Board ("TWDB") guidelines.

3. The Project request for proposals included a Base Proposal Amount with four Add Alternate Items, including three different pipe materials, and four Deductive Alternate Items.

4. Alliance Water received three proposals for the Project which were reviewed and scored by a committee that determined the proposal from Garney Companies, Inc. ("Garney") provides the best value to Alliance Water.

5. K Friese & Associates, Inc., the design engineer for the Project, recommends that Alliance Water award the contract to Garney Companies, Inc. for the Project.

9. Alliance Water Staff is in the process of submitting the bidding information to TWDB to allow TWDB to review and approve the proposed contract, as required for projects funded by the TWDB.

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

SECTION 1. The award of a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment B Project in the Base Proposal amount of \$7,210,026.70 along with Add Alternate C in the amount of \$30,419,077.72 for a total award amount of \$37,629,104.42, contingent upon the bidder's timely submission of sufficient bonds and insurance in accordance with the bid documents for the Project and contingent upon approval of the proposed contract by the TWDB.

Resolution 20211215-001
Phase 1B Treated Pipeline Segment B Project Award

SECTION 2. The Project is funded through funds secured through the Texas Water Development Board and based on the Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority.

SECTION 3. The Chair of Alliance Water’s Board of Directors, Chris Betz, is authorized to execute the contract documents for the Project on behalf of Alliance Water.

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

ADOPTED: December 15, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



1120 S. Capital of Texas Highway
 CityView 2, Suite 100
 Austin, Texas 78746
 TBPE Firm #6535
 P - 512.338.1704 F - 512.338.1784
 kfriese.com

December 3, 2021

Mr. Graham Moore, P.E.
 Executive Director
 Alliance Regional Water Authority
 630 E. Hopkins Street
 San Marcos, Texas 78666

Sent Via: E-Mail

Re: ARWA1BSB
 Phase 1B Treated Water Pipeline Segment B
 KFA Project No.: 0602
 Alliance Regional Water Authority TCEQ Public Water System (PWS) ID No. 1050197
 Recommendation of Award of Contract

Dear Mr. Moore:

Proposals for the Alliance Regional Water Authority (ARWA) – Phase 1B Treated Water Pipeline, Segment B Project were received and opened by ARWA on November 12, 2021, at 3:00 PM. A total of three (3) proposals were received from:

- Carstensen Contracting, Inc. (Carstensen)
- Garney Companies, Inc. (Garney)
- S.J. Louis Construction, Inc. (SJ Louis)

A summary of the proposal bid amounts including Base and Alternates is provided below:

Project Item Description	Carstensen	Garney	SJ Louis
	Proposal Value	Proposal Value	Proposal Value
Total Base Proposal + Alternate A:	-	\$46,940,928.10	\$65,108,743.68
Total Base Proposal + Alternate B:	\$43,262,160.35	\$36,031,166.46	\$39,724,876.30
Total Base Proposal + Alternate C:	\$43,633,811.35	\$37,629,104.42	\$42,030,186.80

Additive Alternate D:	\$9,000.00	\$16,423.47	\$50,000.00
Deductive Alternate E:	(\$95,000.00)	(\$56,504.94)	(\$21,000.00)
Deductive Alternate F:	(\$68,000.00)	(\$36,398.95)	(\$16,400.00)
Deductive Alternate G:	(\$85,000.00)	(\$52,246.56)	(\$22,000.00)
Deductive Alternate H:	(\$73,000.00)	(\$89,550.54)	(\$19,000.00)

Graham Moore, P.E.
December 3, 2021
Page 2 of 2

K Friese & Associates, Inc. (KFA) reviewed the submitted proposal documents in accordance with the requirements included in Specification Section 00 21 14 – Instruction to Offerors and conducted reference checks. After review of the proposals, Garney Companies, Inc. appears to be qualified and capable of performing the work on this project and shows to provide the best value to ARWA for this project. Based upon this information, KFA recommends that ARWA award the construction contract for this project to Garney Companies, Inc., including award of Alternate C (42-inch/36-inch Buried Steel Pipe) and eliminating Alternate A (42-inch/36-inch Ductile Iron Pipe) and Alternate B (42-inch/36-inch Concrete Pressure Pipe) for a total proposal amount of \$37,629,104.42. The Additive Alternative D and Deductive Alternatives E, F, G, and H will be considered later and added/removed from the contract in accordance with the contract documents if ultimately accepted.

If you have any questions or need additional information, please do not hesitate to contact me at jbybel@kfriese.com or 512-338-1704.

Sincerely,



Jason Bybel, PE, PMP
Senior Engineer
K Friese & Associates, Inc.

Encl: Offer Tabulation

Offer Tabulation

Project Item Information					Corstensen		Garney		SJ Louis	
Item No.	Description	Specification Section No.	Unit of Measure	Proposal Quantity	Unit Price	Proposal Value	Unit Price	Proposal Value	Unit Price	Proposal Value
BASE PROPOSAL ITEMS										
1	Mobilization and Demobilization	01 70 00	LS	1	\$1,300,000.00	\$ 1,300,000.00	\$ 1,750,000.00	\$ 1,750,000.00	\$ 2,000,000.00	\$ 2,000,000.00
2	Piezometer Plugging	02 41 13	EA	8	\$3,000.00	\$ 24,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00
3	B038C Excess Spoils Removal and Disposal	02 41 13	CY	175	\$47.00	\$ 8,225.00	\$ 50.00	\$ 8,750.00	\$ 100.00	\$ 17,500.00
4	Exempt UST Removal	02 41 17	LS	1	\$5,500.00	\$ 5,500.00	\$ 8,100.00	\$ 8,100.00	\$ 39,000.00	\$ 39,000.00
5	Site Clearing	31 10 00	LS	1	\$170,000.00	\$ 170,000.00	\$ 700,000.00	\$ 700,000.00	\$ 220,000.00	\$ 220,000.00
6	NOT USED	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Tree Protection Fencing	31 10 00	LF	2,627	\$4.00	\$ 10,508.00	\$ 6.00	\$ 15,762.00	\$ 1.50	\$ 3,940.50
8	Tree Trunk Protection	31 10 00	EA	1	\$750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00
9	Storm Water Pollution Prevention Plan (SWPPP)	31 25 00	LS	1	\$300,000.00	\$ 300,000.00	\$ 250,000.00	\$ 250,000.00	\$ 764,000.00	\$ 764,000.00
10	4-Inch Flexible Base Course	32 11 23	SY	140	\$17.00	\$ 2,380.00	\$ 66.00	\$ 9,240.00	\$ 60.00	\$ 8,400.00
11	6-Inch Flexible Base Course	32 11 23	SY	1,453	\$20.00	\$ 29,060.00	\$ 196.00	\$ 284,788.00	\$ 25.00	\$ 36,325.00
12	6-Inch Concrete Pavement	32 13 13	SY	99	\$160.00	\$ 15,840.00	\$ 94.00	\$ 9,306.00	\$ 120.00	\$ 11,880.00
13	Type C Wire Fence	32 31 26	LF	6,062	\$7.00	\$ 42,434.00	\$ 4.00	\$ 24,248.00	\$ 22.50	\$ 136,395.00
14	Type D Wire Fence	32 31 26	LF	706	\$13.00	\$ 9,178.00	\$ 5.00	\$ 3,530.00	\$ 25.00	\$ 17,650.00
15	Steel Gate	32 31 26	EA	59	\$1,150.00	\$ 67,850.00	\$ 2,600.00	\$ 153,400.00	\$ 3,250.00	\$ 191,750.00
16	Grass Seeding	32 92 13	SY	561,757	\$0.30	\$ 168,527.10	\$ 0.30	\$ 168,527.10	\$ 0.43	\$ 241,555.51
17	Ground Water Control	33 05 10	LS	1	\$300,000.00	\$ 300,000.00	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00
18	Surface Water Control for Pond Crossing	33 05 10	EA	2	\$7,250.00	\$ 14,500.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
19	Trench Safety	33 05 10	LF	81,209	\$1.25	\$ 101,511.25	\$ 1.00	\$ 81,209.00	\$ 0.01	\$ 812.09
20	Drain Valve Assembly - 8-Inch	33 12 60	EA	31	\$55,200.00	\$ 1,711,200.00	\$ 40,000.00	\$ 1,240,000.00	\$ 42,875.00	\$ 1,329,125.00
21	Accessway	33 39 50	EA	3	\$58,300.00	\$ 174,900.00	\$ 28,000.00	\$ 84,000.00	\$ 30,575.00	\$ 91,725.00
22	Reinforced Concrete Storm Drain Pipe - 18-Inch	33 41 10	LF	258	\$88.00	\$ 22,704.00	\$ 55.00	\$ 14,190.00	\$ 83.00	\$ 21,414.00
23	Reinforced Concrete Storm Drain Pipe - 24-Inch	33 41 10	LF	136	\$100.00	\$ 13,600.00	\$ 56.00	\$ 7,616.00	\$ 99.00	\$ 13,464.00
24	Safety End Treatment - 18-Inch	33 49 40	EA	14	\$2,400.00	\$ 33,600.00	\$ 1,500.00	\$ 21,000.00	\$ 2,420.00	\$ 33,880.00
25	Safety End Treatment - 24-Inch	33 49 40	EA	8	\$2,600.00	\$ 20,800.00	\$ 1,520.00	\$ 12,160.00	\$ 2,830.00	\$ 22,640.00
26	Traffic Control	34 71 13	MO	18	\$3,000.00	\$ 54,000.00	\$ 5,500.00	\$ 99,000.00	\$ 3,000.00	\$ 54,000.00
27	SH-130 Construction (Entry or Launch)	33 73 15	VF	43	\$11,000.00	\$ 473,000.00	\$ 7,000.00	\$ 301,000.00	\$ 5,581.00	\$ 239,983.00
28	SH-130 Receiving Shaft	33 73 15	VF	55	\$6,700.00	\$ 368,500.00	\$ 5,000.00	\$ 275,000.00	\$ 3,000.00	\$ 165,000.00
29	SH-130 Tunnel Excavation & Initial Support	33 30 01	LF	775	\$1,900.00	\$ 1,472,500.00	\$ 1,600.00	\$ 1,240,000.00	\$ 1,230.00	\$ 953,250.00
30	SH-130 Grout Tunnel Annulus	33 23 24	LF	775	\$100.00	\$ 77,500.00	\$ 103.00	\$ 79,825.00	\$ 125.00	\$ 96,875.00
31	SH-130 Backfill Shafts	33 73 15	VF	98	\$2,250.00	\$ 220,500.00	\$ 2,200.00	\$ 215,600.00	\$ 1,770.00	\$ 173,460.00
32	NOT USED	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	2x2.5" Fiber Conduit (Open Cut Creek, Stock Pond, Road Crossing)	40 66 11	LF	4,108	\$19.00	\$ 78,052.00	\$ 0.70	\$ 2,875.60	\$ 25.00	\$ 102,700.00
34	Fiber Handholes	40 66 11	EA	62	\$1,800.00	\$ 111,600.00	\$ 1,400.00	\$ 86,800.00	\$ 1,850.00	\$ 114,700.00
35	Coordination with Fiber Contractor - Segment B	40 66 11	LS	1	\$7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00
BASE PROPOSAL SUBTOTAL:						\$ 7,410,219.35		\$ 7,210,026.70		\$ 7,239,424.10

Offer Tabulation

Project Item Information					Corstensen		Garney		SJ Louis	
Item No.	Description	Specification Section No.	Unit of Measure	Proposal Quantity	Unit Price	Proposal Value	Unit Price	Proposal Value	Unit Price	Proposal Value
ALTERNATE A PROPOSAL ITEMS (42-INCH/36-INCH DUCTILE IRON PIPE)										
A-1	Monitoring Test Station	33 04 10	EA	9	\$ -	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 850.00	\$ 7,650.00
A-2	Insulating Joint Test Station	33 04 10	EA	4	\$ -	\$ 550.00	\$ 550.00	\$ 2,200.00	\$ 1,650.00	\$ 6,600.00
A-3	Casing Test Station	33 04 10	EA	22	\$ -	\$ 500.00	\$ 500.00	\$ 11,000.00	\$ 970.00	\$ 21,340.00
A-4	Foreign Pipeline Test Station	33 04 10	EA	1	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,130.00	\$ 2,130.00
A-5	AC Monitoring Test Station	33 04 10	EA	19	\$ -	\$ 500.00	\$ 500.00	\$ 9,500.00	\$ 1,625.00	\$ 30,875.00
A-6	Hermetically Sealed Test Station	33 04 10	EA	11	\$ -	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 2,800.00	\$ 30,800.00
A-7	Cathodic Protection Impressed Current System	33 04 10	EA	7	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 140,000.00	\$ 72,300.00	\$ 506,100.00
A-8	60-Inch Casing, By Open Cut	33 05 22	LF	44	\$ -	\$ 700.00	\$ 700.00	\$ 30,800.00	\$ 501.00	\$ 22,044.00
A-9	54-Inch Casing, By Open Cut	33 05 22	LF	225	\$ -	\$ 650.00	\$ 650.00	\$ 146,250.00	\$ 458.00	\$ 103,050.00
A-10	60-Inch Casing, Trenchless	33 05 22	LF	1,306	\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,828,400.00	\$ 1,261.10	\$ 1,646,996.60
A-11	54-Inch Casing, Trenchless	33 05 22	LF	713	\$ -	\$ 1,300.00	\$ 1,300.00	\$ 926,900.00	\$ 1,211.10	\$ 863,514.30
A-12	42-Inch Water Carrier Pipe	33 05 24	LF	2,125	\$ -	\$ 560.00	\$ 560.00	\$ 1,190,000.00	\$ 996.05	\$ 2,116,606.25
A-13	36-Inch Water Carrier Pipe	33 05 24	LF	938	\$ -	\$ 500.00	\$ 500.00	\$ 469,000.00	\$ 846.06	\$ 793,604.28
A-14	42-Inch Ductile Iron Pipe and Fittings	33 11 10	LF	31,779	\$ -	\$ 437.90	\$ 437.90	\$ 13,916,024.10	\$ 587.24	\$ 18,661,899.96
A-15	42-Inch Ductile Iron Pipe and Fittings, Restrained	33 11 10	LF	21,537	\$ -	\$ 437.90	\$ 437.90	\$ 9,431,052.30	\$ 751.24	\$ 16,179,455.88
A-16	36-Inch Ductile Iron Pipe and Fittings	33 11 10	LF	22,125	\$ -	\$ 275.00	\$ 275.00	\$ 6,084,375.00	\$ 478.47	\$ 10,586,148.75
A-17	36-Inch Ductile Iron Pipe and Fittings, Restrained	33 11 10	LF	5,484	\$ -	\$ 350.00	\$ 350.00	\$ 1,919,400.00	\$ 662.84	\$ 3,635,014.56
A-18	Gate Valve - 42-Inch	33 12 20	EA	3	\$ -	\$ 90,000.00	\$ 90,000.00	\$ 270,000.00	\$ 116,560.00	\$ 349,680.00
A-19	Gate Valve - 36-Inch	33 12 20	EA	1	\$ -	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 98,785.00	\$ 98,785.00
A-20	Connection to Water Main - 42-Inch	33 12 25	EA	2	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 90,000.00	\$ 35,150.00	\$ 70,300.00
A-21	Connection to Water Main - 36-Inch	33 12 25	EA	2	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 27,650.00	\$ 55,300.00
A-22	Type 1 Combination Air Valve Assembly - 3-Inch	33 12 30	EA	10	\$ -	\$ 71,000.00	\$ 71,000.00	\$ 710,000.00	\$ 41,475.00	\$ 414,750.00
A-23	Type 1 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	8	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 600,000.00	\$ 42,395.00	\$ 339,160.00
A-24	Type 1 Combination Air Valve Assembly - 6-Inch	33 12 30	EA	15	\$ -	\$ 80,000.00	\$ 80,000.00	\$ 1,200,000.00	\$ 58,745.00	\$ 881,175.00
A-25	Type 2 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	6	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 600,000.00	\$ 74,390.00	\$ 446,340.00
ALTERNATE A SUBTOTAL:					\$ -	\$ -	\$ -	\$ 39,730,901.40	\$ -	\$ 57,869,319.58
ALTERNATE B PROPOSAL ITEMS (42-INCH/36-INCH CONCRETE PRESSURE PIPE)										
B-1	Monitoring Test Station	33 04 10	EA	9	\$1,100.00	\$ 9,900.00	\$ 500.00	\$ 4,500.00	\$ 850.00	\$ 7,650.00
B-2	Insulating Joint Test Station	33 04 10	EA	4	\$1,000.00	\$ 4,000.00	\$ 550.00	\$ 2,200.00	\$ 1,650.00	\$ 6,600.00
B-3	Casing Test Station	33 04 10	EA	22	\$1,350.00	\$ 29,700.00	\$ 500.00	\$ 11,000.00	\$ 970.00	\$ 21,340.00
B-4	Foreign Pipeline Test Station	33 04 10	EA	1	\$2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,130.00	\$ 2,130.00
B-5	AC Monitoring Test Station	33 04 10	EA	19	\$2,050.00	\$ 38,950.00	\$ 500.00	\$ 9,500.00	\$ 1,625.00	\$ 30,875.00
B-6	Hermetically Sealed Test Station	33 04 10	EA	11	\$2,800.00	\$ 30,800.00	\$ 500.00	\$ 5,500.00	\$ 2,800.00	\$ 30,800.00
B-7	Cathodic Protection Impressed Current System	33 04 10	EA	8	\$90,600.00	\$ 724,800.00	\$ 20,000.00	\$ 160,000.00	\$ 72,300.00	\$ 578,400.00
B-8	60-Inch Casing, By Open Cut	33 05 22	LF	44	\$840.00	\$ 36,960.00	\$ 550.00	\$ 24,200.00	\$ 501.00	\$ 22,044.00
B-9	54-Inch Casing, By Open Cut	33 05 22	LF	225	\$725.00	\$ 163,125.00	\$ 450.00	\$ 101,250.00	\$ 458.00	\$ 103,050.00
B-10	60-Inch Casing, Trenchless	33 05 22	LF	1,306	\$1,600.00	\$ 2,089,600.00	\$ 1,400.00	\$ 1,828,400.00	\$ 1,261.10	\$ 1,646,996.60
B-11	54-Inch Casing, Trenchless	33 05 22	LF	713	\$1,450.00	\$ 1,033,850.00	\$ 1,200.00	\$ 855,600.00	\$ 1,211.10	\$ 863,514.30
B-12	42-Inch Water Carrier Pipe	33 05 24	LF	2,125	\$365.00	\$ 775,625.00	\$ 400.00	\$ 850,000.00	\$ 523.70	\$ 1,112,862.50
B-13	36-Inch Water Carrier Pipe	33 05 24	LF	938	\$325.00	\$ 304,850.00	\$ 300.00	\$ 281,400.00	\$ 456.20	\$ 427,915.60
B-14	42-Inch Concrete Pressure Pipe and Fittings	33 11 13	LF	31,779	\$360.00	\$ 11,440,440.00	\$ 263.86	\$ 8,385,206.94	\$ 307.68	\$ 9,777,762.72
B-15	42-Inch Concrete Pressure Pipe and Fittings	33 11 13	LF	21,537	\$354.00	\$ 7,624,098.00	\$ 263.86	\$ 5,682,752.82	\$ 376.88	\$ 8,116,864.56
B-16	36-Inch Concrete Pressure Pipe and Fittings	33 11 13	LF	22,125	\$323.00	\$ 7,146,375.00	\$ 310.00	\$ 6,858,750.00	\$ 250.68	\$ 5,546,295.00
B-17	36-Inch Concrete Pressure Pipe and Fittings, Restrained	33 11 13	LF	5,484	\$327.00	\$ 1,793,268.00	\$ 320.00	\$ 1,754,880.00	\$ 279.88	\$ 1,534,861.92
B-18	Gate Valve - 42-Inch	33 12 20	EA	3	\$150,000.00	\$ 450,000.00	\$ 90,000.00	\$ 270,000.00	\$ 116,560.00	\$ 349,680.00
B-19	Gate Valve - 36-Inch	33 12 20	EA	1	\$112,000.00	\$ 112,000.00	\$ 85,000.00	\$ 85,000.00	\$ 98,785.00	\$ 98,785.00
B-20	Connection to Water Main - 42-Inch	33 12 25	EA	2	\$22,800.00	\$ 45,600.00	\$ 42,000.00	\$ 84,000.00	\$ 35,150.00	\$ 70,300.00
B-21	Connection to Water Main - 36-Inch	33 12 25	EA	2	\$22,000.00	\$ 44,000.00	\$ 40,000.00	\$ 80,000.00	\$ 27,650.00	\$ 55,300.00
B-22	Type 1 Combination Air Valve Assembly - 3-Inch	33 12 30	EA	10	\$39,300.00	\$ 393,000.00	\$ 31,000.00	\$ 310,000.00	\$ 41,475.00	\$ 414,750.00
B-23	Type 1 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	8	\$42,700.00	\$ 341,600.00	\$ 33,000.00	\$ 264,000.00	\$ 42,395.00	\$ 339,160.00
B-24	Type 1 Combination Air Valve Assembly - 6-Inch	33 12 30	EA	15	\$54,000.00	\$ 810,000.00	\$ 40,000.00	\$ 600,000.00	\$ 58,745.00	\$ 881,175.00
B-25	Type 2 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	6	\$67,800.00	\$ 406,800.00	\$ 52,000.00	\$ 312,000.00	\$ 74,390.00	\$ 446,340.00
ALTERNATE B SUBTOTAL:					\$ 35,851,941.00	\$ 35,851,941.00	\$ 28,821,139.76	\$ 28,821,139.76	\$ 32,485,452.20	\$ 32,485,452.20

Offer Tabulation

Project Item Information					Corstensen		Garney		SJ Louis	
Item No.	Description	Specification Section No.	Unit of Measure	Proposal Quantity	Unit Price	Proposal Value	Unit Price	Proposal Value	Unit Price	Proposal Value
ALTERNATE C PROPOSAL ITEMS (42-INCH/36-INCH BURIED STEEL PIPE)										
C-1	Monitoring Test Station	33 04 10	EA	9	\$1,150.00	\$ 10,350.00	\$ 500.00	\$ 4,500.00	\$ 850.00	\$ 7,650.00
C-2	Insulating Joint Test Station	33 04 10	EA	4	\$1,000.00	\$ 4,000.00	\$ 550.00	\$ 2,200.00	\$ 1,650.00	\$ 6,600.00
C-3	Casing Test Station	33 04 10	EA	22	\$1,400.00	\$ 30,800.00	\$ 500.00	\$ 11,000.00	\$ 970.00	\$ 21,340.00
C-4	Foreign Pipeline Test Station	33 04 10	EA	1	\$2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,130.00	\$ 2,130.00
C-5	AC Monitoring Test Station	33 04 10	EA	19	\$2,100.00	\$ 39,900.00	\$ 500.00	\$ 9,500.00	\$ 1,625.00	\$ 30,875.00
C-6	Hermetically Sealed Test Station	33 04 10	EA	11	\$2,900.00	\$ 31,900.00	\$ 500.00	\$ 5,500.00	\$ 2,800.00	\$ 30,800.00
C-7	Cathodic Protection Impressed Current System	33 04 10	EA	4	\$94,000.00	\$ 376,000.00	\$ 20,000.00	\$ 80,000.00	\$ 72,300.00	\$ 289,200.00
C-8	60-Inch Casing, By Open Cut	33 05 22	LF	44	\$840.00	\$ 36,960.00	\$ 670.00	\$ 29,480.00	\$ 501.00	\$ 22,044.00
C-9	54-Inch Casing, By Open Cut	33 05 22	LF	225	\$740.00	\$ 166,500.00	\$ 590.00	\$ 132,750.00	\$ 458.00	\$ 103,050.00
C-10	60-Inch Casing, Trenchless	33 05 22	LF	1,306	\$1,600.00	\$ 2,089,600.00	\$ 1,400.00	\$ 1,828,400.00	\$ 1,261.10	\$ 1,646,996.60
C-11	54-Inch Casing, Trenchless	33 05 22	LF	713	\$1,450.00	\$ 1,033,850.00	\$ 1,300.00	\$ 926,900.00	\$ 1,211.10	\$ 863,514.30
C-12	42-Inch Water Carrier Pipe	33 05 24	LF	2,125	\$394.00	\$ 837,250.00	\$ 450.00	\$ 956,250.00	\$ 711.35	\$ 1,511,618.75
C-13	36-Inch Water Carrier Pipe	33 05 24	LF	938	\$347.00	\$ 325,486.00	\$ 375.00	\$ 351,750.00	\$ 600.85	\$ 563,597.30
C-14	42-Inch Steel AWWA C200 Pipe and Fittings	33 11 14	LF	31,779	\$365.00	\$ 11,599,335.00	\$ 311.67	\$ 9,904,560.93	\$ 329.28	\$ 10,464,189.12
C-15	42-Inch Steel AWWA C200 Pipe and Fittings, Restrained	33 11 14	LF	21,537	\$373.00	\$ 8,033,301.00	\$ 311.67	\$ 6,712,436.79	\$ 410.03	\$ 8,830,816.11
C-16	36-Inch Steel AWWA C200 Pipe and Fittings	33 11 14	LF	22,125	\$322.00	\$ 7,124,250.00	\$ 270.00	\$ 5,973,750.00	\$ 272.28	\$ 6,024,195.00
C-17	36-Inch Steel AWWA C200 Pipe and Fittings, Restrained	33 11 14	LF	5,484	\$340.00	\$ 1,864,560.00	\$ 275.00	\$ 1,508,100.00	\$ 313.03	\$ 1,716,656.52
C-18	Gate Valve - 42-Inch	33 12 20	EA	3	\$152,000.00	\$ 456,000.00	\$ 95,000.00	\$ 285,000.00	\$ 116,560.00	\$ 349,680.00
C-19	Gate Valve - 36-Inch	33 12 20	EA	1	\$112,000.00	\$ 112,000.00	\$ 80,000.00	\$ 80,000.00	\$ 98,785.00	\$ 98,785.00
C-20	Connection to Water Main - 42-Inch	33 12 25	EA	2	\$22,200.00	\$ 44,400.00	\$ 26,000.00	\$ 52,000.00	\$ 35,150.00	\$ 70,300.00
C-21	Connection to Water Main - 36-Inch	33 12 25	EA	2	\$21,000.00	\$ 42,000.00	\$ 25,000.00	\$ 50,000.00	\$ 27,650.00	\$ 55,300.00
C-22	Type 1 Combination Air Valve Assembly - 3-Inch	33 12 30	EA	10	\$39,500.00	\$ 395,000.00	\$ 32,000.00	\$ 320,000.00	\$ 41,475.00	\$ 414,750.00
C-23	Type 1 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	8	\$43,000.00	\$ 344,000.00	\$ 33,000.00	\$ 264,000.00	\$ 42,395.00	\$ 339,160.00
C-24	Type 1 Combination Air Valve Assembly - 6-Inch	33 12 30	EA	15	\$54,250.00	\$ 813,750.00	\$ 40,000.00	\$ 600,000.00	\$ 58,745.00	\$ 881,175.00
C-25	Type 2 Combination Air Valve Assembly - 4-Inch	33 12 30	EA	6	\$68,300.00	\$ 409,800.00	\$ 55,000.00	\$ 330,000.00	\$ 74,390.00	\$ 446,340.00
ALTERNATE C SUBTOTAL:						\$ 36,223,592.00		\$ 30,419,077.72		\$ 34,790,762.70
ADDITIVE ALTERNATE D PROPOSAL ITEMS (REGULATED UNDERGROUND STORAGE TANK REMOVAL)										
D-1	Regulated UST Removal	02 41 17	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 16,423.47	\$ 16,423.47	\$ 50,000.00	\$ 50,000.00
ALTERNATE D SUBTOTAL:						\$ 9,000.00		\$ 16,423.47		\$ 50,000.00
DEDUCTIVE ALTERNATE E PROPOSAL ITEM (OPEN-CUT NON-PAVED COUNTY ROAD 218)										
E-1	Deductive Alternate E - Open-Cut Non-paved County Road 218	33 05 10	LS	1	\$95,000.00	\$ 95,000.00	\$ 56,504.94	\$ 56,504.94	\$ -21,000.00	\$ 21,000.00
ALTERNATE E SUBTOTAL:						\$ 95,000.00		\$ 56,504.94		\$ 21,000.00
DEDUCTIVE ALTERNATE F PROPOSAL ITEM (OPEN-CUT NON-PAVED COUNTY ROAD 241)										
F-1	Deductive Alternate F - Open-Cut Non-paved County Road 241	33 05 10	LS	1	\$68,000.00	\$ 68,000.00	\$ 36,398.95	\$ 36,398.95	\$ 16,400.00	\$ 16,400.00
ALTERNATE F SUBTOTAL:						\$ 68,000.00		\$ 36,398.95		\$ 16,400.00
DEDUCTIVE ALTERNATE G PROPOSAL ITEM (OPEN-CUT NON-PAVED COUNTY ROAD 238 - CROSSING)										
G-1	Deductive Alternate G - Open-Cut Non-paved County Road 238 - Crossing 1	33 05 10	LS	1	\$85,000.00	\$ 85,000.00	\$ 52,246.56	\$ 52,246.56	\$ 22,000.00	\$ 22,000.00
ALTERNATE G SUBTOTAL:						\$ 85,000.00		\$ 52,246.56		\$ 22,000.00
DEDUCTIVE ALTERNATE H PROPOSAL ITEM (OPEN-CUT NON-PAVED COUNTY ROAD 238 - CROSSING)										
H-1	Deductive Alternate H - Open-Cut Non-paved County Road 238 - Crossing 2	33 05 10	LS	1	\$73,000.00	\$ 73,000.00	\$ 89,550.54	\$ 89,550.54	\$ 19,000.00	\$ 19,000.00
ALTERNATE H SUBTOTAL:						\$ 73,000.00		\$ 89,550.54		\$ 19,000.00
TOTAL BASE PROPOSAL + ALTERNATE A:						\$ 7,410,219.35		\$ 46,940,928.10		\$ 65,108,743.68
TOTAL BASE PROPOSAL + ALTERNATE B:						\$ 43,262,160.35		\$ 36,031,166.46		\$ 39,724,876.30
TOTAL BASE PROPOSAL + ALTERNATE C:						\$ 43,633,811.35		\$ 37,629,104.42		\$ 42,030,186.80

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

H.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Chris Noe, P.E., Pape-Dawson Engineers*

Background/Information

Chris Noe with Pape Dawson will update the Board on recent construction activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Construction Update – December 15, 2021

Board Decision(s) Needed:

- None.



PHASE 1B CONSTRUCTION UPDATE

BOARD OF DIRECTORS MEETING

CMI Progress

December 15, 2021

Water Resources | Transportation | Land Development | Surveying | Environmental



ONGOING PROGRESS



Procurement / Construction Status

Water Treatment Plant & Raw Water Infrastructure

- Temporary Access Road (CO0001) complete
- All-weather access road inside plant near completion
- Flow EQ Basin bottom slab poured, steel for reinforcing walls is being placed
- Recycle PS foundation slab complete
- High Service Pump Station and Clearwell excavation near completion
- Raw Water Tanks, Filter Complex, and Rapid Mix Basin excavation complete

Booster Pump Station

- MWH mobilized
- Entrance gates installed
- Clearing for access road, staging area, and trailers complete

Segment A

- Pre-Construction Kickoff held and NTP issued
- Submittals are being received and processed thru SharePoint

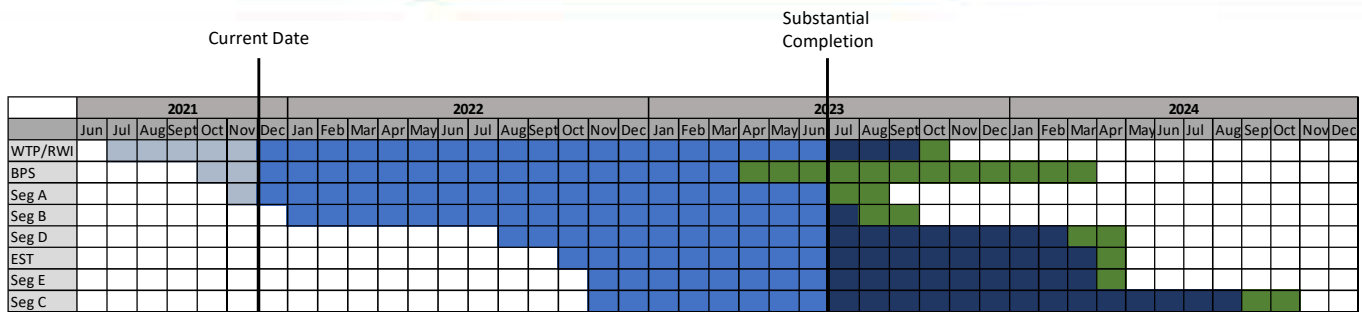


CONTRACT VALUES

PROJECT	CONTRACT VALUE	BILLED TO DATE	REMAINING	% COMPLETE
WTP/RWI	\$54,599,281.00	\$3,683,722.10	\$50,915,558.90	6.75%
BPS	\$19,759,331.00	\$0.00	\$19,759,331.00	0.00%
EST	\$0.00	\$0.00	\$0.00	0.00%
Seg A	\$49,471,384.71	\$0.00	\$49,471,384.71	0.00%
Seg B	\$0.00	\$0.00	\$0.00	0.00%
Seg D	\$0.00	\$0.00	\$0.00	0.00%
Seg C	\$0.00	\$0.00	\$0.00	0.00%
Seg E	\$0.00	\$0.00	\$0.00	0.00%

3

SCHEDULE DURATIONS



Project	Contract Status	Notice to Proceed	Substantial Completion	Sub Comp Delta (Days)	Sub Comp Status	Final Completion	Final Comp Delta (Days)
WTP/RWI	Awarded	7/16/2021	9/3/2023	0	Behind 3 mo	11/2/2023	0
BPS	Awarded	10/25/2021	3/19/2023	0	On Time	3/18/2024	0
Seg A	Awarded	11/16/2021	6/9/2023	32	On Time	8/8/2023	32
Seg B*	Pending						
Seg D*	Pending						
EST*	Pending						
Seg E*	Pending						
Seg C*	Pending						

* Tentative Dates
Change from previous report

4

PROGRESS PHOTOS



WTP/RWI - Temporary Access Road



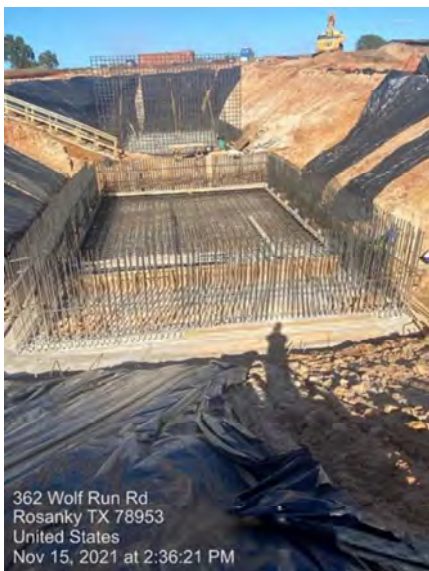
WTP/RWI - Plant Access Road



WTP/RWI - Flow Equalization Basin

5

PROGRESS PHOTOS



WTP/RWI - Recycle Pump Station



WTP/RWI - Clearwell excavation



WTP/RWI - Filter Complex excavation

6

PROGRESS PHOTOS



BPS – Placing fence and gate at entrance



BPS – Tree removal

7

PROGRESS PHOTOS



BPS – Clearing for Access Road



BPS – Construction entrance preparation

8

QUESTIONS?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.3** 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.

Attachment(s)

- Phase 1B Program Update – December 15, 2021
- Kimley-Horn Monthly Summary of Activities for November 2021

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
December 15, 2021



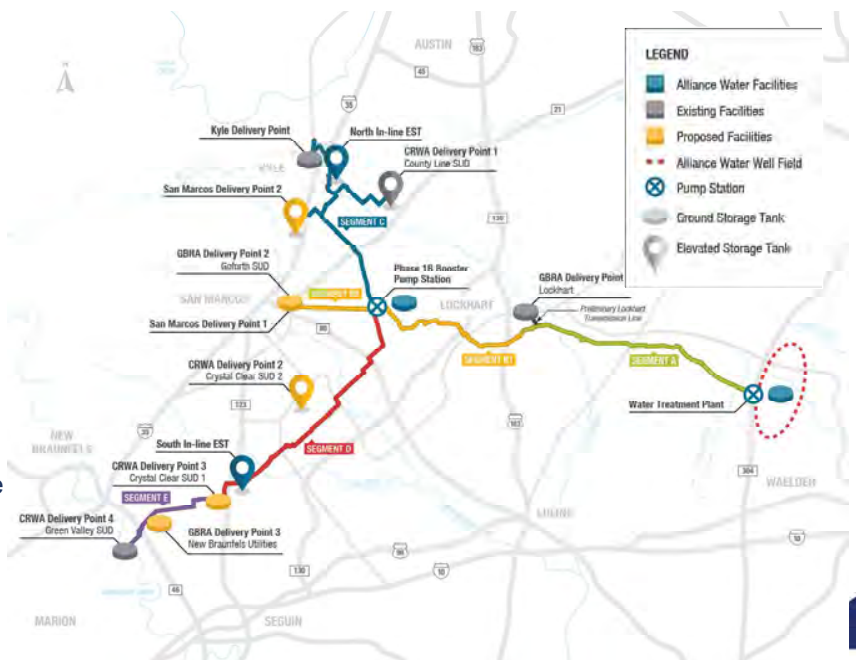
ALLIANCE WATER

PRESENTED BY **Kimley»Horn**
Expect More. Experience Better.

Ongoing Progress

► Design Milestone Status

- Design Submittals
 - Segment C & E – 100% submittals anticipated in January
- TWDB Reviews
 - Segment A
 - Construction Funding Release Disbursed
 - Working on Land Acquisition Release
 - Segment B
 - Final Design, Procurement Funding Release in Preparation
- Pipeline Segment B
 - Anticipated NTP to Contractor: Late January



Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						
		(A) Appraisal/Offer in Development	(B) Negotiation (Initial Offer)	(C) Negotiation (Final Offer)	(D) = (A+B+C) Appraisal / Negotiation	(E) Condemnation in Process	(F) = (D+E) Possession Still Needed	(G) Purchase Agreement Signed / Possession Obtained
A	39	0	0	0	0	0	0	39
B	52	0	0	0	0	4	4	48
D	57	0	0	3	3	26	29	28
C	74	1	29	4	34	24	58	16
E	37	1	10	0	11	21	32	5
Well Field	20	17	0	0	17	0	17	3
Total	279						140	139



COST UPDATES BASED ON NOVEMBER MILESTONE SUBMITTALS

		ORIGINAL (FEB. 2019)	REVISED	
Construction Package		ARWA Total Projected Cost	ARWA Total Projected Cost	DIFFERENCE
Submittal (%) Combined Program Infrastructure				
Const.	Water Treatment Plant	\$ 25,200,000	\$ 29,500,000	\$ 4,300,000
Const.	Booster Pump Station & GBRA Meter Stations	\$ 12,100,000	\$ 13,200,000	\$ 1,100,000
60	Inline EST (South)	\$ 3,600,000	\$ 4,100,000	\$ 500,000
Const.	Pipeline Segment A	\$ 27,200,000	\$ 28,600,000	\$ 1,400,000
100	Pipeline Segment B	\$ 27,100,000	\$ 34,000,000	\$ 6,900,000
100	Pipeline Segment D	\$ 36,300,000	\$ 43,700,000	\$ 7,400,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,900,000	\$ 1,400,000
	Subtotal	\$141,000,000	\$164,000,000	\$ 23,000,000
ARWA-Only Infrastructure				
Const.	Well Drilling	\$ 3,800,000	\$ 3,300,000	(\$ 500,000)
Const.	Raw Water Infrastructure	\$ 7,000,000	\$ 10,600,000	\$ 3,600,000
Const.	ARWA Booster Pump Station & Delivery Points	\$ 7,700,000	\$ 4,800,000	(\$ 2,900,000)
30	Inline EST (North)	\$ 5,400,000	\$ 6,500,000	\$ 1,100,000
90	Pipeline Segment C	\$ 64,500,000	\$ 68,600,000	\$ 4,100,000
90	Pipeline Segment E (ARWA-Only)	\$ 6,700,000	\$ 12,600,000	\$ 5,900,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000	(\$ 100,000)
	Subtotal	\$ 99,400,000	\$110,600,000	\$ 11,200,000
Total		\$240,400,000	\$274,600,000	\$34,200,000

DECEMBER 2021 UPDATE

CHANGE FROM
NOVEMBER UPDATE

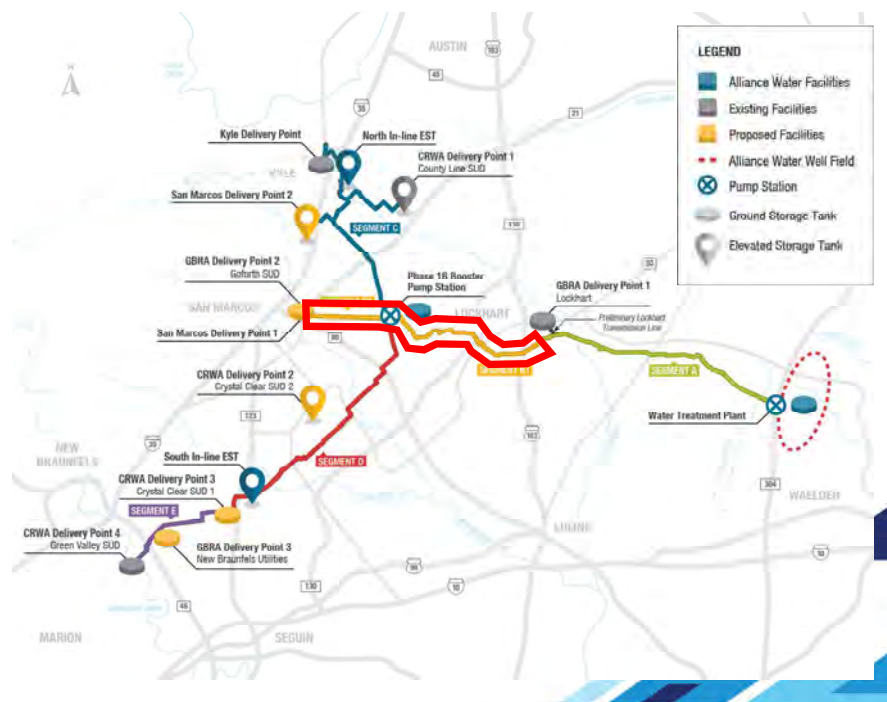
\$100,000



Consulting Services

Construction Phase Services

- ▶ Projects on this Agenda:
 - Pipeline Segment B



Pipeline Segment B

- ▶ Construction Phase Services (Hourly not to Exceed)
- ▶ Basic Services Scope to Include:
 - Project Management and Coordination
 - Construction Progress Meetings
 - Periodic Site Visits
 - Shop Drawing Submittals
 - Requests for Information
 - Requests for Proposals, Change Orders
 - Final Walkthroughs
 - Record Drawings



Pipeline Segment B

- ▶ Construction Phase Services (Hourly not to Exceed)
- ▶ Supplemental Services Scope to Include:
 - Verifying / Resetting Horizontal and Vertical Control
 - Additional Meetings / Site Visits
 - Review of Additional Submittals, Substitutions, etc.
- ▶ Basic Services Fee = \$471,544.00
- ▶ Supplemental Services Fee = \$150,000.00





Questions?

December 03, 2021

Project Monthly Summary

November 2021 Tasks Performed:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continued weekly task coordination with Alliance Water.
 - Prepared and presented the Board Meeting Update.
 - Prepared and presented the Project Advisory Committee Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.

- Task 3 – Budgeting
 - Prepared and presented the monthly Budget Update for the Board meeting.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Revised Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinated with Program team to integrate each project schedule into overall Program schedule. Developed and distributed the monthly Program schedule summary.

- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.

- Task 7 – Environmental Management
 - Prepared an Environmental Status Update for the Board meeting.
 - Continued coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Coordinated with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments C and E.
 - Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
 - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.

- Task 8 – Land Acquisition Management
 - Coordinated the appraisal process for Segments C, D, E, and W parcels.
 - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Reviewed Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continued field work coordination to notify landowners of upcoming field work by consultants.

- Task 9 – Texas Water Development Board Management
 - Continued coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Reviewed the Pipeline Construction Standards considering Contractor recommendations for cost savings.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continued coordination with Design Consultant during project procurement and construction.
 - Segment B
 - Continued coordination with Design Consultant during project procurement.
 - Segment C
 - Continued coordination with Design Consultant for final design.
 - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.
 - Segment D
 - Continued coordination with Design Consultant for final design and preparation for procurement.
 - Segment E

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continued coordination with Design Consultant for final design.
 - Wellfield:
 - Continued coordination regarding the completion of construction for Wells 6-9.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continued coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Coordinated with Design Consultant during project for construction phase services.
 - Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for 90% design development.
 - Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
 - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
 - Continued coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continued Permit coordination with Pipeline Consultants.
 - Continued coordination with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - Continued coordination with Caldwell, Guadalupe, and Hays Counties regarding on going permit reviews.
 - Continued General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - Continued coordinated with Segment A and BPS Design Consultants during the construction phase.
 - Coordination with Segment B during procurement phase.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- On-going coordination with WTP and RWI Design Consultants during the construction phase.
- Task 16 – Other Services
 - Pipeline Easement Acquisition Cost Projection
 - Prepared an updated acquisition cost projection for ARWA’s review and presented to the Board.

December 2021 Projection:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continue weekly task coordination with Alliance Water.
 - Prepare and present the Technical Committee Update.
 - Prepare and present Project Advisory Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Task 4 – Schedule
 - Revise the Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinate with Program team to integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.
- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.
- Task 7 – Environmental Management
 - Review the Segment C Hazmat Phase II and Technical Documents report prepared by the Environmental Consultant.
 - Continue coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment C and E.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continue coordination between Program Environmental Consultant and Design Engineers.
- Review Program Environmental invoices, schedule, and risk log.

- Task 8 – Land Acquisition Management
 - Coordinate the appraisal process for Segment C, D, E, and W parcels.
 - Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continue field work coordination to notify landowners of upcoming field work by consultants.

- Task 9 – Texas Water Development Board Management
 - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Review Pipeline Construction Standards considering Contractor recommendations for cost savings.
 - Coordinate with Pipeline Manufacturers to review potential cost savings measures to consider.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continue coordination with Design Consultant for procurement phase services.
 - Segment C
 - Continue coordination with Design Consultant for final design.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.
 - Segment D
 - Continue coordination with Design Consultant for final design and preparation for procurement.
 - Segment E
 - Continue coordination with Design Consultant for final design.
 - Wellfield:
 - Continue coordination regarding the completion of construction of Wells 6-9.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Coordination with Design Consultant for final design and procurement development.
 - Inline Elevated Storage Tanks:
 - Coordination with Design Consultant for 90% design development.
 - Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
 - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
 - Continue coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continue coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continue Permit coordination with Pipeline consultants
 - Coordinate with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.
 - Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- On-going coordination with Segment A and BPS Design Consultants during the construction phase.
- Coordination with Segment B to prepare for procurement and pre-construction phase.
- On-going coordination with WTP and RWI Design Consultants during the construction phase.

- Task 16 – Other Services
 - Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

Scope Elements Added/Removed:

None at this time.

Outstanding Issues/Concerns:

None at this time.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.4** Consider adoption of Resolution 2021-12-15-002 approving Work Order #4 with K Friese & Associates, Inc. for Construction Administration Services on the Authority's Phase 1B Segment B Project, as recommended by the Technical Committee. ~
Ryan Sowa, P.E., Kimley-Horn & Associates
-

Background/Information

Alliance Water entered into a Work Order in August 2019 with K Friese & Associates, Inc. (KFA) to provide final design engineering services for the Phase 1B Segment B Pipeline project. The final design is complete and the construction notice-to-proceed is expected to be issued in January. In order to maintain progress, Staff has negotiated a scope and fee with KFA to provide construction administration and construction engineering services for the Phase 1B Segment B Pipeline project.

Below are some of the key facts regarding the proposal:

Firm: K Friese & Associates, Inc.
Fee: \$621,544 (50% ARWA)
Work Order Type: Hourly, Not-to-Exceed
Anticipated Duration: 20 months
Project Manager: Tom Owen, P.E.
Key Subconsultants: Plummer & Associates

Staff is requesting that the Committee recommend Board approval of a Work Order with a fee for the basic services of \$471,544.00 and a fee for supplemental effort in an amount not-to-exceed \$150,000.00 for a total fee of \$621,544. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2021-12-15-002
- September 1, 2021 – Phase 1B, Segment B Pipeline Construction Phase Services.

Recommendation

- The Technical Committee unanimously recommended approval of the work order with K Friese & Associates.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Board Decision(s) Needed:

- Adoption of Resolution 2021-12-15-002 approving Work Order #4 with K Friese & Associates, Inc. for Construction Administration Services on the Authority's Phase 1B Segment B Pipeline Project.



ALLIANCE WATER

RESOLUTION NO. 20211215-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #4 BETWEEN THE AUTHORITY AND K FRIESE & ASSOCIATES FOR CONSTRUCTION ADMINISTRATION PHASE SERVICES RELATED TO THE AUTHORITY'S PHASE 1B TREATED WATER SEGMENT B PIPELINE PROJECT POINTS PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with K Friese & Associates, Inc. ("KFA") for professional engineering services and related matters in May 2016.

2. 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 Phase 1B Program as a whole, including coordination with all design firms after selection through completion of the Program.

3. The Authority entered into a work order with KFA for preliminary design services for the Authority's Phase 1B Segment B Project (the "Project") in May 2018. The Authority and KFA entered into a subsequent work order for Final Design and Bidding of the Project in August 2019.

4. The bid opening for the Project is complete and the Authority anticipates issuing a notice-to-proceed to the selected construction contractor in the near future.

5. 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 approved Master Agreement between the Authority and KFA.

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

SECTION 1. The attached work order for Construction Administration Services for the Project between the Authority and KFA is approved to be billed based on actual time and materials in an amount not-to-exceed \$471,544.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to execute the attached agreement on behalf of the Authority.

SECTION 3. The Authority's Executive Director is authorized to issue supplemental work orders not to exceed, \$621,544.

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

Resolution 20211215-002
Phase 1B Treated Water Segment B Pipeline Project Construction Administration

ADOPTED: December 15, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Work Order No. 004

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

Work Site: <u>Caldwell and Hays counties</u>
Work to Be Performed: <u>Construction Administration Services for the Phase 1B Segment B Treated Pipeline project, as noted in the attached scope of services letter dated September 1, 2021</u>
Date to Commence: <u>December 16, 2021.</u>
Date to Complete: <u>June 30, 2023.</u>
Cost Proposal to be: <u>Time and Material, not-to-exceed \$471,544.00</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

K Friese & Associates, Inc.

By: _____
Signature
Graham Moore, Executive Director

By: _____
Signature
Tom Owens, Executive Vice President

Date: _____

Date: _____



1120 S. Capital of Texas Highway
 CityView 2, Suite 100
 Austin, Texas 78746
 TBPE Firm #6535
 P - 512.338.1704 F - 512.338.1784
 kfriese.com

September 1, 2021

Mr. Graham Moore, PE
 Executive Director
 Alliance Regional Water Authority
 630 E. Hopkins
 San Marcos, TX 78666

Sent Via: E-MAIL

Re: Alliance Regional Water Authority
 Phase 1B, Segment B Pipeline
 Construction Phase Services

Dear Mr. Moore:

K Friese + Associates (KFA) is pleased to submit our proposal for Construction Phase Services for the Phase 1B, Segment B Pipeline. We understand this phase will be performed on a time and materials basis with an approximately 20-month duration per the current Program schedule. We propose to perform the Basic Services and the Supplemental Services described in the attached Scope in accordance with the below breakdown.

TASK	AMOUNT
Basic Services	
Task 1 - Project Management	\$35,052
Task 2 - Regulatory Agency Coordination and Permits	\$6,516
Task 3 - Public Utility Coordination	\$5,482
Task 4 - Fiber Coordination	9,700
Task 5 - Adjacent Design Consultant Coordination	\$14,421
Task 6 - Construction Site Visits and Progress Meetings	\$130,841
Task 7 - Construction Coordination	\$51,843
Task 8 - Shop Drawing/Submittal Review	\$59,298
Task 9 - Alternatives and Substitutions	\$18,838
Task 10 - Request for Information (RFIs)	\$22,225
Task 11 - Request for Proposals (RFPs) and Change Orders (COs)	\$38,083
Task 12 - Substantial/Final Completion Walk-Throughs	\$22,718
Task 13 - Record Drawings and Corrosion Services	\$56,526
Subtotal	\$471,544
Supplemental Services	\$150,000
Total	\$621,544

Mr. Graham Moore, P.E.
September 1, 2021
Page 2 of 2

We look forward to working on the next phase of this project and very much appreciate the opportunity. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. M. Owens', with a stylized flourish at the end.

Thomas M Owens, P.E.
Project Manager

**Alliance Regional Water Authority – Phase 1B
Construction Phase Pipeline Scope
Segment B Pipeline**

1. Project Management
 - 1.1. Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan (20 Summary Reports/Invoices)
 - 1.2. Meetings
 - 1.2.1. Quality Control Audit (1 workshop)
 - 1.2.2. Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS)
2. Regulatory Agency Coordination and Permits, including agenda and meeting minutes
 - 2.1. Texas Commission on Environmental Quality (two one-hour virtual meetings or phone conf.)
 - 2.2. Texas Water Development Board (two one-hour virtual meetings or phone conf.)
 - 2.3. Caldwell County (two one-hour virtual meetings or phone conf.)
 - 2.4. Texas Department of Transportation (two one-hour virtual meetings or phone conf.)
 - 2.5. City of San Marcos (one one-hour virtual meeting of phone conf.)
 - 2.6. City of Lockhart (one one-hour virtual meeting of phone conf.)
 - 2.7. Plum Creek Conservation District (one one-hour virtual meeting of phone conf.)
3. Public Utility Coordination, including agenda and meeting minutes
 - 3.1. Bluebonnet Electric Cooperative (two one-hour virtual meetings or phone conferences)
 - 3.2. LCRA (two one-hour virtual meetings or phone conferences)
 - 3.3. Central Texas Regional Water Supply Corporation (one one-hour virtual meeting or phone conference)
 - 3.4. Maxwell Water Supply Corporation (two one-hour virtual meetings or phone conferences)
4. Fiber Coordination
 - 4.1. Coordination with Segment A and Pump Station Contractors and/or Consultants related to fiber installation. Coordination includes up to two site visits.
5. Adjacent Design Consultant Coordination (if required, site visits included in Specialty Observations site visit quantity)
 - 5.1. Coordination for connections with Pipeline Segment A and Segment D Consultants, Pump Station Design Consultant, San Marcos Water Treatment Plant Design Consultant.
6. Construction Site Visits and Progress Meetings
 - 6.1. Pre-Construction Meeting
 - 6.1.1. Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.
 - 6.1.2. Attend separate SH-130 pre-construction meeting coordinated by the Construction CM&I team.
 - 6.2. Monthly Site Observation (20 Site Visits same day as Construction Meetings)
 - 6.2.1. Site observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work. Consultant is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. In this effort, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of Contractor

and will report any observed deficiencies to CM&I. Consultant's visits and observations are subject to the limitations on Consultant's authority and responsibility described in the General Conditions.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. Consultant is to inform the CM&I of issues or concerns and CM&I is to work with Contractor to address these issues or concerns.

- 6.2.2. Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
 - 6.2.3. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
 - 6.2.4. Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations. (18 Specialty Observations)
 - 6.2.5. Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
 - 6.2.6. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
 - 6.3. Monthly Construction Progress Meetings (20 Construction Meetings same day as Site Visits)
 - 6.3.1. Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.
 - 6.3.2. Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.
 - 6.3.3. Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.
7. Construction Coordination
- 7.1. Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project.
 - 7.2. Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to four meetings related to quality issues during construction.
 - 7.3. Review monthly construction pay applications and make recommendations for payment
 - 7.4. Review monthly schedules to confirm compliance with Contract dates and key milestones
 - 7.5. Review monthly as-builts provided by Contractor.
 - 7.6. Utilize EDMS for upload/download of all construction-related documentation.

8. Shop Drawing/Submittal Review
 - 8.1. Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. Assume up to 60 submittals.

9. Alternatives and Substitutions
 - 9.1. Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days. Assume up to 10 substitution reviews.

10. Request for Information (RFIs)
 - 10.1. Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Assume up to 20 RFIs

11. Request for Proposals (RFPs) and Change Orders (COs)
 - 11.1. Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS. Assume up to 10 RFPs
 - 11.2. Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Assume up to 10 RFPs
 - 11.3. Review Change Order prepared by the CM&I team. Assume up to 10 Change Orders, not including the Final Change Order
 - 11.4. Prepare final Change Order (over and unders) recapitulation of the Project in conjunction with the final pay request

12. Substantial/Final Completion Walk-Throughs
 - 12.1. Consultant to conduct two (2) substantial completion walk-throughs/inspections, one for Segment B2 and one for Segment B1, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.
 - 12.2. Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.

13. Record Drawings and Corrosion Services
 - 13.1. Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Consultant and the CM&I group during construction site visits. Items associated with this work include:
 - 13.1.1. Prepare Record Drawings of the constructed project based on change order revisions, RFI responses, and as built information provided by the contractor.
 - 13.1.2. Provide the Owner's Representative:
 - 13.1.2.1. With one (1) set of Record Drawings in .pdf and .dwg electronic format.
 - 13.1.2.2. The DWG file with the reference state plane coordinate system for use by ARWA.

13.2. Corrosion Investigation, Data Collection and Design Support

13.2.1. Post Construction Corrosion Services

13.2.1.1. Attend a pre-commissioning site visit prior to testing

13.2.1.1.1. Conduct an alignment walk-thru and develop punch list of deficient Items

13.2.1.1.2. Check continuity and isolation along pipeline

13.2.1.2. Commissioning/Testing

13.2.1.2.1. Attend and witness testing performed by contractor

13.2.1.2.2. Prepare a Commissioning Report and develop post-commissioning punchlist

14. Supplemental

14.1. Survey

14.1.1. Verify/Reset horizontal and vertical control points for construction purposes

14.2. General Construction Phase Services, which may include:

14.2.1. Additional site visits.

14.2.2. Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant (three claims).

14.2.3. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor.

14.2.4. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement.

14.2.5. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the Contract Time.

14.3. Attend additional meetings in the vicinity of the project (5 meetings)

14.4. Review additional submittals and/or RFIs

14.4.1. Review up to 40 additional submittals

14.4.2. Review up to 5 additional RFIs

14.5. Additional Post Construction Corrosion Services

15. Assumptions

15.1. Construction phase services will occur over a 20-month period.

15.2. CM&I Team will verify all pay application quantities prior to being sent for review

15.3. Construction coordination with TWDB beyond that described in Item 2 will be performed by the Program and/or CM&I Team.

15.4. Record drawing information will be provided by the Contractor and CM&I group at Substantial Completion. Pipeline Segment B1 and B2 Record Drawings will be developed together, following Substantial Completion of both pipe segments.

15.5. Record Drawing coordinate system will match the coordinate system used in the design plans.

Alliance Water Phase 1B Program											Project Fee Summary			
Pipeline Consultant											Basic Effort	\$	471,544	
9/1/2021											Supplemental	\$	150,000	
Detailed Overall K Friese + Associates Cost Breakdown											Total Effort	\$	621,544	

Task	Employee	Project Role	Project Manager	Senior Engineer	Project Engineer	EIT	CADD Operator	Admin	Total Hours	Total Labor Effort	Total Expense Effort	Plummer	Brierley Associates	Chapman	SAM, Inc.	Total Sub Effort	Total Effort	Assumptions
Task 1 - Project Management																		
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan	16	44					20	80	\$ 23,080	\$ -	\$ 5,442	\$ 5,720	\$ 810	\$ -	\$ 11,972	\$ 35,052	
1.2	Meetings								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1.2.1	Quality Control Audit (1 workshop)	4	8			4			16	\$ 3,520	\$ -	\$ 936	\$ -	\$ -	\$ -	\$ 936	\$ 4,456	
1.2.2	Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS)	4	4			4			12	\$ 2,560	\$ -	\$ 996	\$ 440	\$ -	\$ -	\$ 1,436	\$ 3,996	
Task 2 - Regulatory Agency Coordination and Permits																		
2.1	Texas Commission on Environmental Quality (two one-hour virtual meetings or phone conf.)		3			3			6	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	Included time for agenda and minutes
2.2	Texas Water Development Board (two one-hour virtual meetings or phone conf.)		3			3			6	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	Included time for agenda and minutes
2.3	Caldwell County (two one-hour virtual meetings or phone conf.)		3			3			6	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	Included time for agenda and minutes
2.4	Texas Department of Transportation (two one-hour virtual meetings or phone conf.)		3			3			6	\$ 1,050	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 1,518	Included time for agenda and minutes
2.5	City of San Marcos (one one-hour virtual meeting of phone conf.)		1			2			3	\$ 460	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 928	Included time for agenda and minutes
2.6	City of Lockhart (one one-hour virtual meeting of phone conf.)		1			2			3	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 460	Included time for agenda and minutes
2.7	Plum Creek Conservation District (one one-hour virtual meeting of phone conf.)		1			2			3	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 460	Included time for agenda and minutes
Task 3 - Public Utility Coordination																		
3.1	Bluebonnet Electric Cooperative (two one-hour virtual meetings or phone conferences)		3			3			6	\$ 1,050	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 1,518	Included time for meeting minutes
3.2	LCRA (two one-hour virtual meetings or phone conferences)		3			3			6	\$ 1,050	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 1,518	Included time for meeting minutes
3.3	Central Texas Regional Water Supply Corporation (one one-hour virtual meeting or phone conference)		1			2			3	\$ 460	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 928	Included time for meeting minutes
3.4	Maxwell Water Supply Corporation (two one-hour virtual meetings or phone conferences)		3			3			6	\$ 1,050	\$ -	\$ 468	\$ -	\$ -	\$ -	\$ 468	\$ 1,518	Included time for meeting minutes
Task 4 - Fiber Coordination																		
4.1	Coordination with Segment A and Pump Station Contractors and/or Consultants related to fiber installation		40						40	\$ 9,600	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,700	Two site visits
Task 5 - Adjacent Design Consultant Coordination																		
5.1	Coordination for connections with Pipeline Segment A and Segment D Consultants, Pump Station Design Consultant, San Marcos Water Treatment Plant Design Consultant.		40			20			60	\$ 11,800	\$ -	\$ 2,621	\$ -	\$ -	\$ -	\$ 2,621	\$ 14,421	required site visits under 6.2.4
Task 6 - Construction Site Visits and Progress Meetings																		
6.1	Pre-Construction Meeting								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.1.1	Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.	6	8			8			22	\$ 4,540	\$ 50	\$ 996	\$ -	\$ -	\$ -	\$ 996	\$ 5,586	
6.1.2	Attend separate SH-130 pre-construction meeting coordinated by the Construction CM&I team.		8			8			16	\$ 2,800	\$ 50	\$ -	\$ 1,531	\$ -	\$ -	\$ 1,531	\$ 4,381	
6.2	Monthly Site Observation								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.2.1	Site observations will be limited to spot checking, selective measurement, and similar methods of general observation.	16	56	16	16				104	\$ 21,840	\$ 450	\$ 1,992	\$ 5,222	\$ -	\$ -	\$ 7,214	\$ 29,504	18 for KFA, 2 for Plummer
6.2.2	Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.	4	8	4	4				20	\$ 4,020	\$ -	\$ 468	\$ 660	\$ -	\$ -	\$ 1,128	\$ 5,148	
6.2.3	Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.	4	8	4	8				24	\$ 4,460	\$ -	\$ 1,498	\$ 880	\$ -	\$ -	\$ 2,378	\$ 6,838	
6.2.4	Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.	12	36	18	18				84	\$ 16,350	\$ 600	\$ 5,856	\$ 2,611	\$ -	\$ -	\$ 8,467	\$ 25,417	KFA = 12, Plummer = 4, BA = 2
6.2.5	Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.	4	12	6	6				28	\$ 5,450	\$ -	\$ 1,872	\$ 330	\$ -	\$ -	\$ 2,202	\$ 7,652	
6.2.6	Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.	4	8	2	2				16	\$ 3,550	\$ -	\$ 1,498	\$ 440	\$ -	\$ -	\$ 1,938	\$ 5,488	
6.3	Monthly Construction Progress Meetings								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.3.1	Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.	16	56	24	24				120	\$ 23,720	\$ 900	\$ 1,872	\$ 1,000	\$ -	\$ -	\$ 2,872	\$ 27,492	18 for KFA, 2 for Plummer

Alliance Water Phase 1B Program											Project Fee Summary				
Pipeline Consultant											Basic Effort	\$	471,544		
9/1/2021											Supplemental	\$	150,000		
Detailed Overall K Friese + Associates Cost Breakdown											Total Effort	\$	621,544		

Task	Employee	Project Role						Total Hours	Total Labor Effort	Total Expense Effort	Plummer	Brierley Associates	Chapman	SAM, Inc.	Total Sub Effort	Total Effort	Assumptions
		Project Manager	Senior Engineer	Project Engineer	EIT	CADD Operator	Admin										
Hourly Bill Rate		\$290.00	\$240.00	\$125.00	\$110.00	\$110.00	\$90.00										
6.3.2	Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.	8	12					20	\$ 5,200	\$ -	\$ 468	\$ 1,000	\$ -	\$ -	\$ 1,468	\$ 6,668	
6.3.3	Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.	8	12					20	\$ 5,200	\$ -	\$ 468	\$ 1,000	\$ -	\$ -	\$ 1,468	\$ 6,668	
Task 7 - Construction Coordination									\$ 45,720	\$ 200	\$ 5,923	\$ -	\$ -	\$ 5,923	\$ 51,843		
7.1	Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project.	16	40	8	16			80	\$ 17,000	\$ -	\$ 1,872	\$ -	\$ -	\$ 1,872	\$ 18,872	4 hrs/mo	
7.2	Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to four meetings related to quality issues during construction.	8	32	16	16			72	\$ 13,760	\$ 200	\$ 1,618	\$ -	\$ -	\$ 1,618	\$ 15,578		
7.3	Review monthly construction pay applications and make recommendations for payment		16	12	12			40	\$ 6,660	\$ -	\$ 1,310	\$ -	\$ -	\$ 1,310	\$ 7,970		
7.4	Review monthly schedules to confirm compliance with Contract dates and key milestones		8	4	8			20	\$ 3,300	\$ -	\$ 562	\$ -	\$ -	\$ 562	\$ 3,862		
7.5	Review monthly as-builts provided by Contractor.	4	16					20	\$ 5,000	\$ -	\$ 562	\$ -	\$ -	\$ 562	\$ 5,562		
7.6	Utilize EDMS for upload/download of all construction-related documentation.							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 8 - Shop Drawing/Submittal Review									\$ 41,000	\$ -	\$ 4,118	\$ 13,100	\$ 1,080	\$ 18,298	\$ 59,298		
8.1	Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. Assume up to 60 submittals.	20	80	40	100			240	\$ 41,000	\$ -	\$ 4,118	\$ 13,100	\$ 1,080	\$ 18,298	\$ 59,298	40 for KFA, 20 split between BA, Chapman, Plummer - 4 hrs each with 50% resubmittal	
Task 9 - Alternatives and Substitutions									\$ 14,160	\$ -	\$ 1,498	\$ 2,000	\$ 1,180	\$ 4,678	\$ 18,838		
9.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days. Assume up to 10 substitution reviews.	16	24	16	16			72	\$ 14,160	\$ -	\$ 1,498	\$ 2,000	\$ 1,180	\$ 4,678	\$ 18,838	7 for KFA plus coordination, 1 Plummer, 1 BA, 1 Chapman	
Task 10 - Request for Information (RFIs)									\$ 12,640	\$ -	\$ 2,995	\$ 6,000	\$ 590	\$ 9,585	\$ 22,225		
10.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Assume up to 20 RFIs	4	40	8	8			60	\$ 12,640	\$ -	\$ 2,995	\$ 6,000	\$ 590	\$ 9,585	\$ 22,225	11 for KFA plus coordination, 4 Plummer, 4 BA, 1 Chapman	
Task 11 - Request for Proposals (RFPs) and Change Orders (COs)									\$ 29,280	\$ -	\$ 5,803	\$ 3,000	\$ -	\$ 8,803	\$ 38,083		
11.1	Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS. Assume up to 10 RFPs	4	40	8	8			60	\$ 12,640	\$ -	\$ 2,995	\$ 2,000	\$ -	\$ 4,995	\$ 17,635	7 KFA, 2 Plummer, 1 BA	
11.2	Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Assume up to 10 RFPs	2	20	4	4			30	\$ 6,320	\$ -	\$ 1,872	\$ 1,000	\$ -	\$ 2,872	\$ 9,192	7 KFA, 2 Plummer, 1 BA	
11.3	Review Change Order prepared by the CM&I team. Assume up to 10 Change Orders, not including the Final Change Order	4	24	8	4			40	\$ 8,360	\$ -	\$ 468	\$ -	\$ -	\$ 468	\$ 8,828		
11.4	Prepare final Change Order (over and unders) recapitulation of the Project in conjunction with the final pay request		4	8				12	\$ 1,960	\$ -	\$ 468	\$ -	\$ -	\$ 468	\$ 2,428		
Task 12 - Substantial/Final Completion Walk-Throughs									\$ 18,640	\$ 150	\$ 2,928	\$ 1,000	\$ -	\$ 3,928	\$ 22,718		
12.1	Consultant to conduct two (2) substantial completion walk-throughs/inspections, one for Segment B2 and one for Segment B1, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.	12	16	16				44	\$ 9,320	\$ 100	\$ 1,932	\$ 1,000	\$ -	\$ 2,932	\$ 12,352		
12.2	Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.	12	16	16				44	\$ 9,320	\$ 50	\$ 996	\$ -	\$ -	\$ 996	\$ 10,366		
Task 13 - Record Drawings and Corrosion Services									\$ 32,380	\$ 200	\$ 6,396	\$ 880	\$ 16,670	\$ 23,946	\$ 56,526		
13.1	Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Consultant and the CM&I group during construction site visits. Items associated with this work include:							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13.1.1	Prepare Record Drawings of the constructed project based on change order revisions, RFI responses, and as built information provided by the contractor.	4	8	40				208	\$ 25,240	\$ -	\$ 6,136	\$ 880	\$ 3,240	\$ 10,256	\$ 35,496	104 Shts KFA (not including TCP details), 47 Plummer, 3 BA, 3 Chapman	
13.1.2	Provide the Owner's Representative:							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Alliance Water Phase 1B Program											Project Fee Summary			
Pipeline Consultant											Basic Effort	\$	471,544	
9/1/2021											Supplemental	\$	150,000	
Detailed Overall K Friese + Associates Cost Breakdown											Total Effort	\$	621,544	

Task	Employee	Project Role						Total Hours	Total Labor Effort	Total Expense Effort	Plummer	Brierley Associates	Chapman	SAM, Inc.	Total Sub Effort	Total Effort	Assumptions
		Project Manager	Senior Engineer	Project Engineer	EIT	CADD Operator	Admin										
Hourly Bill Rate		\$290.00	\$240.00	\$125.00	\$110.00	\$110.00	\$90.00										
13.1.2.1	With one (1) set of Record Drawings in .pdf and .dwg electronic format.		4	4			8	16	\$ 2,340	\$ -	\$ 130	\$ -	\$ 135	\$ -	\$ 265	\$ 2,605	
13.1.2.2	The DWG file with the reference state plane coordinate system for use by ARWA.							0	\$ -	\$ -	\$ 130	\$ -	\$ 135	\$ -	\$ 265	\$ 265	
13.2	Corrosion Investigation, Data Collection and Design Support							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13.2.1	Post Construction Corrosion Services							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13.2.1.1	Attend a pre-commissioning site visit prior to testing							0	\$ -	\$ -	\$ -	\$ -	\$ 1,080	\$ -	\$ 1,080	\$ 1,080	
13.2.1.1.1	Conduct an alignment walk-thru and develop punch list of deficient Items		8					8	\$ 1,920	\$ 100	\$ -	\$ -	\$ 4,320	\$ -	\$ 4,320	\$ 6,340	
13.2.1.1.2	Check continuity and isolation along pipeline							0	\$ -	\$ -	\$ -	\$ -	\$ 3,240	\$ -	\$ 3,240	\$ 3,240	
13.2.1.2	Commissioning/Testing							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13.2.1.2.1	Attend and witness testing performed by contractor		8					8	\$ 1,920	\$ 100	\$ -	\$ -	\$ 2,160	\$ -	\$ 2,160	\$ 4,180	
13.2.1.2.2	Prepare a Commissioning Report and develop post-commissioning punchlist		4					4	\$ 960	\$ -	\$ -	\$ -	\$ 2,360	\$ -	\$ 2,360	\$ 3,320	
14. Supplemental Services																	
14.1	Survey								\$ 56,763	\$ 250	\$ 21,318	\$ 21,811	\$ 6,880	\$ 42,978	\$ 92,987	\$ 150,000	
14.2	General Construction Phase Services, which may include:								\$ 2,120	\$ -	\$ -	\$ -	\$ -	\$ 42,978	\$ 42,978	\$ 45,098	
14.3	Attend additional meetings in the vicinity of the project (5 meetings)								\$ 16,560	\$ -	\$ 15,000	\$ 15,000	\$ 3,440	\$ -	\$ 33,440	\$ 50,000	
14.4	Review additional submittals and/or RFIs								\$ 6,030	\$ 250	\$ 936	\$ 811	\$ -	\$ -	\$ 1,747	\$ 8,027	
14.5	Additional Post Construction Corrosion Services								\$ 27,053	\$ -	\$ 5,382	\$ 6,000	\$ -	\$ -	\$ 11,382	\$ 38,435	
									\$ 5,000	\$ -	\$ -	\$ -	\$ 3,440	\$ -	\$ 3,440	\$ 8,440	
									\$ 56,763	\$ 250	\$ 21,318	\$ 21,811	\$ 6,880	\$ 42,978	\$ 92,987	\$ 150,000	
	Basic Services								\$ 344,620	\$ 2,700	\$ 57,520	\$ 46,374	\$ 20,330	\$ -	\$ 124,224	\$ 471,544	
	Grand Total								\$ 401,383	\$ 2,950	\$ 78,838	\$ 68,185	\$ 27,210	\$ 42,978	\$ 217,211	\$ 621,544	

SUBCONSULTANT PROPOSALS

PLUMMER

Alliance Water Phase 1B Program						Project Fee Summary		
Pipeline Consultant 8/31/2021						Basic Effort	\$	57,520
Detailed SUBCONSULTANT Cost Breakdown						Supplemental	\$	21,318
						Total Effort	\$	78,838

Task	Employee	Guerra	Ramos	Bauman	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
		Project Role	PM	EIT					
Hourly Bill Rate		\$234.00	\$140.40	\$130.00					
Task 1 - Project Management									
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan	15			15	\$ 5,382	\$ 60	\$ 5,442	
1.2	Meetings				0	\$ -	\$ -	\$ -	
1.2.1	Quality Control Audit (1 workshop)	4			4	\$ 936	\$ -	\$ 936	
1.2.2	Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS)	4			4	\$ 936	\$ 60	\$ 996	
Task 2 - Regulatory Agency Coordination and Permits									
2.1	Texas Commission on Environmental Quality (two one-hour virtual meetings or phone conf.)				0	\$ -	\$ -	\$ -	
2.2	Texas Water Development Board (two one-hour virtual meetings or phone conf.)				0	\$ -	\$ -	\$ -	
2.3	Caldwell County (two one-hour virtual meetings or phone conf.)				0	\$ -	\$ -	\$ -	
2.4	Texas Department of Transportation (two one-hour virtual meetings or phone conf.)	2			2	\$ 468	\$ -	\$ 468	
2.5	City of San Marcos (one one-hour virtual meeting of phone conf.)	2			2	\$ 468	\$ -	\$ 468	
2.6	City of Lockhart (one one-hour virtual meeting of phone conf.)				0	\$ -	\$ -	\$ -	
2.7	Plum Creek Conservation District (one one-hour virtual meeting of phone conf.)				0	\$ -	\$ -	\$ -	
Task 3 - Public Utility Coordination									
3.1	Bluebonnet Electric Cooperative (two one-hour virtual meetings or phone conferences)	2			2	\$ 468	\$ -	\$ 468	
3.2	LCRA (two one-hour virtual meetings or phone conferences)	2			2	\$ 468	\$ -	\$ 468	
3.3	Central Texas Regional Water Supply Corporation (one one-hour virtual meeting or phone conference)	2			2	\$ 468	\$ -	\$ 468	
3.4	Maxwell Water Supply Corporation (two one-hour virtual meetings or phone conferences)	2			2	\$ 468	\$ -	\$ 468	
Task 4 - Fiber Coordination									
4.1	Coordination with Segment A and Pump Station Contractors and/or Consultants related to fiber installation				0	\$ -	\$ -	\$ -	
Task 5 - Adjacent Design Consultant Coordination									
5.1	Coordination for connections with Pipeline Segment A and Segment D Consultants, Pump Station Design Consultant, San Marcos Water Treatment Plant Design Consultant.	4	12		16	\$ 2,621	\$ -	\$ 2,621	
Task 6 - Construction Site Visits and Progress Meetings									
6.1	Pre-Construction Meeting				0	\$ -	\$ -	\$ -	
6.1.1	Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.	4			4	\$ 936	\$ 60	\$ 996	
6.1.2	Attend separate SH-130 pre-construction meeting coordinated by the Construction CM&I team.				0	\$ -	\$ -	\$ -	
6.2	Monthly Site Observation				0	\$ -	\$ -	\$ -	
6.2.1	6.2.1. Site observations will be limited to spot checking, selective measurement, and similar methods of general observation.	8			8	\$ 1,872	\$ 120	\$ 1,992	
6.2.2	Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.	2			2	\$ 468	\$ -	\$ 468	
6.2.3	Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.	4	4		8	\$ 1,498	\$ -	\$ 1,498	
6.2.4	Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.	24			24	\$ 5,616	\$ 240	\$ 5,856	
6.2.5	Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.	8			8	\$ 1,872	\$ -	\$ 1,872	
6.2.6	Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.	4	4		8	\$ 1,498	\$ -	\$ 1,498	
6.3	Monthly Construction Progress Meetings				0	\$ -	\$ -	\$ -	
6.3.1	Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.	8			8	\$ 1,872	\$ -	\$ 1,872	
6.3.2	Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.	2			2	\$ 468	\$ -	\$ 468	
6.3.3	Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.	2			2	\$ 468	\$ -	\$ 468	
Task 7 - Construction Coordination									
7.1	Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project.	8			8	\$ 1,872	\$ -	\$ 1,872	
7.2	Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to four meetings related to quality issues during construction.	4	4		8	\$ 1,498	\$ 120	\$ 1,618	
7.3	Review monthly construction pay applications and make recommendations for payment	2	6		8	\$ 1,310	\$ -	\$ 1,310	
7.4	Review monthly schedules to confirm compliance with Contract dates and key milestones		4		4	\$ 562	\$ -	\$ 562	
7.5	Review monthly as-builts provided by Contractor.		4		4	\$ 562	\$ -	\$ 562	
7.6	Utilize EDMS for upload/download of all construction-related documentation.				0	\$ -	\$ -	\$ -	
Task 8 - Shop Drawing/Submittal Review									
8.1	Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. Assume up to 60 submittals.	8	16		24	\$ 4,118	\$ -	\$ 4,118	
Task 9 - Alternatives and Substitutions									
9.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days. Assume up to 10 substitution reviews.	4	4		8	\$ 1,498	\$ -	\$ 1,498	
Task 10 - Request for information (RFIs)									
						\$ 2,995	\$ -	\$ 2,995	

PLUMMER

Alliance Water Phase 1B Program							Project Fee Summary		
Pipeline Consultant							Basic Effort	\$	57,520
8/31/2021							Supplemental	\$	21,318
Detailed SUBCONSULTANT Cost Breakdown							Total Effort	\$	78,838

Task	Employee	Guerra	Ramos	Bauman	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$234.00	\$140.40	\$130.00					
10.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Assume up to 20 RFIs	8	8		16	\$ 2,995	\$ -	\$ 2,995	
	Task 11 - Request for Proposals (RFPs) and Change Orders (COs)					\$ 5,803	\$ -	\$ 5,803	
11.1	Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMs. Assume up to 10 RFPs	8	8		16	\$ 2,995	\$ -	\$ 2,995	
11.2	Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Assume up to 10 RFPs	8			8	\$ 1,872	\$ -	\$ 1,872	
11.3	Review Change Order prepared by the CM&I team. Assume up to 10 Change Orders, not including the Final Change Order	2			2	\$ 468	\$ -	\$ 468	
11.4	Prepare final Change Order (over and unders) recapitulation of the Project in conjunction with the final pay request	2			2	\$ 468	\$ -	\$ 468	
	Task 12 - Substantial/Final Completion Walk-Throughs					\$ 2,808	\$ 120	\$ 2,928	
12.1	Consultant to conduct two (2) substantial completion walk-throughs/inspections, one for Segment B2 and one for Segment B1, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.	8			8	\$ 1,872	\$ 60	\$ 1,932	
12.2	Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.	4			4	\$ 936	\$ 60	\$ 996	
	Task 13 - Record Drawings and Corrosion Services					\$ 6,396	\$ -	\$ 6,396	
13.1	Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Consultant and the CM&I group during construction site visits. Items associated with this work include:				0	\$ -	\$ -	\$ -	
13.1.1	Prepare Record Drawings of the constructed project based on change order revisions, RFI responses, and as built information provided by the contractor.	4		40	44	\$ 6,136	\$ -	\$ 6,136	
13.1.2	Provide the Owner's Representative:				0	\$ -	\$ -	\$ -	
13.1.2.1	With one (1) set of Record Drawings in .pdf and .dwg electronic format.			1	1	\$ 130	\$ -	\$ 130	
13.1.2.2	The DWG file with the reference state plane coordinate system for use by ARWA.			1	1	\$ 130	\$ -	\$ 130	
13.2	Corrosion Investigation, Data Collection and Design Support				0	\$ -	\$ -	\$ -	
13.2.1	Post Construction Corrosion Services				0	\$ -	\$ -	\$ -	
13.2.1.1	Attend a pre-commissioning site visit prior to testing				0	\$ -	\$ -	\$ -	
13.2.1.1.1	Conduct an alignment walk-thru and develop punch list of deficient Items				0	\$ -	\$ -	\$ -	
13.2.1.1.2	Check continuity and isolation along pipeline				0	\$ -	\$ -	\$ -	
13.2.1.2	Commissioning/Testing				0	\$ -	\$ -	\$ -	
13.2.1.2.1	Attend and witness testing performed by contractor				0	\$ -	\$ -	\$ -	
13.2.1.2.2	Prepare a Commissioning Report and develop post-commissioning punchlist				0	\$ -	\$ -	\$ -	
	14. Supplemental Services					\$ 21,318	\$ -	\$ 21,318	
14.1	Survey					\$ -	\$ -	\$ -	
14.2	General Construction Phase Services, which may include:					\$ 15,000	\$ -	\$ 15,000	
14.3	Attend additional meetings in the vicinity of the project (5 meetings)					\$ 936	\$ -	\$ 936	
14.4	Review additional submittals and/or RFIs					\$ 5,382	\$ -	\$ 5,382	
14.5	Additional Post Construction Corrosion Services					\$ -	\$ -	\$ -	
					0	\$ -	\$ -	\$ -	
	Grand Total					\$ 78,118	\$ 720	\$ 78,838	

Basic Services	\$ 78,118	\$ 720	\$ 78,838
Engineering Fee		\$ 78,838	

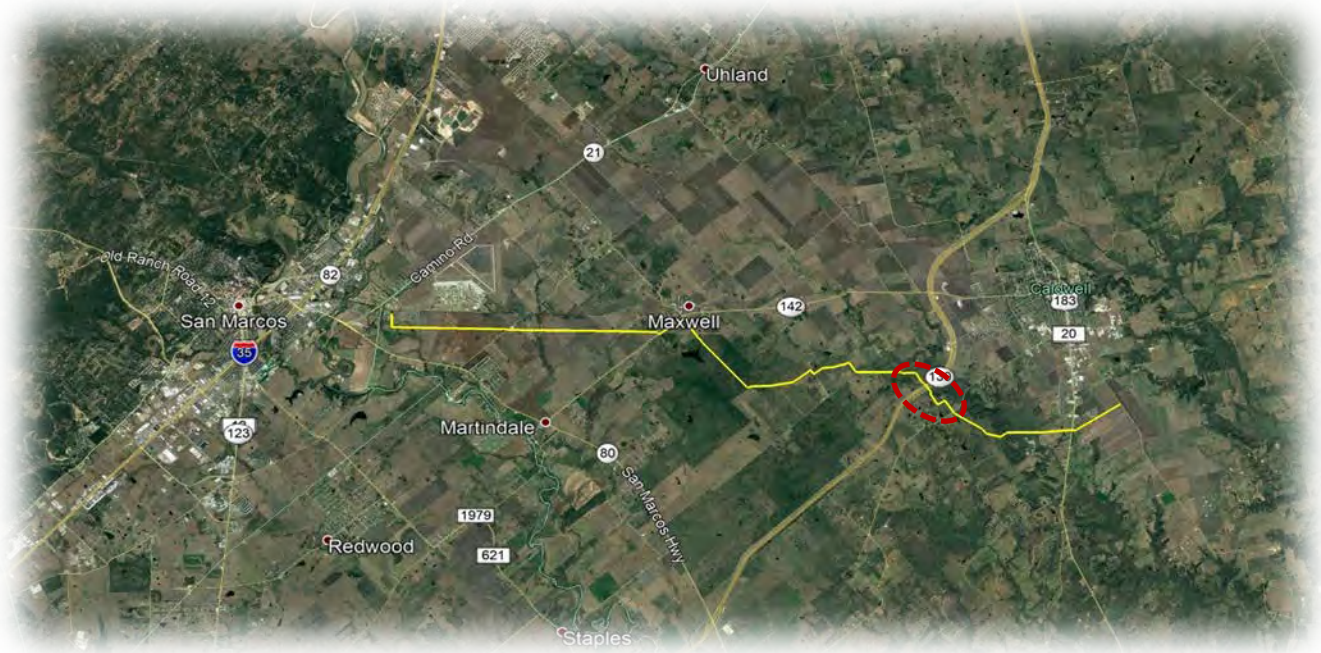
August 27, 2021
Brierley Project # 121202

Mr. Thomas Owens, P.E.
KFriese + Associates
1120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, TX 78746

RE: Proposal for ARWA1BSB – Construction Phase Services

Dear Mr. Owens:

Brierley Associates Corporation (Brierley) is pleased to submit this proposal to KFriese + Associates (KFA) to provide construction phase services associated with the Alliance Regional Water Authority (ARWA) Pipeline Segment B. The proposed Segment B pipeline will begin near the intersection of S. Commerce St. and Seawillow Rd. located in Lockhart, Texas. The 42-inch pipeline will generally head west and northwest to Booster Pump Station #1 located near Maxwell, Texas. From the Booster Pump Station #1, the pipeline will be downsized to 30-inch and will generally head west through Reedville, Texas and terminate at the Guadalupe-Blanco River Authority Water Treatment plant located near the intersection of Airport Highway and N. Old Bastrop Highway in San Marcos, Texas. We understand that KFA would like Brierley's construction phase services only for the SH-130 crossing (red dashed circle below).



Brierley will only be involved on the SH-130 segment (ATTACHMENT 1) of the alignment which will be constructed using tunneling or trenchless techniques (for the remainder of this proposal the term "tunneling" will be used but could refer to either a tunneling or trenchless construction technique).

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
- b. Design and Permitting Services
- c. Bidding Services
- d. Construction Phase Services**
- e. Warranty Phase Services

This proposal will be structured under **d. Construction Phase Services** identified within the RFQ and is specifically for this phase.

A draft scope and fee template were provided to Brierley for development of this proposal; we have mirrored our tasks with the scope of services outlined in the scope and fee template. The number in parentheses within the task headings below refers directly to the scope of services within the provided documents.

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

Design and Permitting Services

- Task 1** – Project Management
- Task 6** – Construction Site Visits and Progress Meetings
- Task 8** – Shop Drawing/Submittal Review
- Task 9** – Alternatives and Substitutions
- Task 10** – Request for Information (RFIs)
- Task 11** – Request for Proposals (RFPs) and Change Orders (COs)
- Task 12** – Substantial/Final Completion Walk-Throughs
- Task 13** – Record Drawings and Corrosion Services
- Task 14** – Supplemental

Task numbers were skipped intentionally to conform with the template format provided and the requested Brierley participation. Brierley understands that the Construction Phase Services addressed in this proposal will be approximately 12 months in length. It should be noted that the overall construction is anticipated to be 22 months however Brierley's scope for the tunnel should be in the range of a 12 month duration.

TASK 1 – PROJECT MANAGEMENT (1.0)

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. Brierley assumes two (2) hours per invoice.

1.2.1 Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS) - Brierley will designate one (1) person to attend this training and coordination meeting. Brierley assumes that this effort will be virtual and will take two (2) hours.

TASK 6 – CONSTRUCTION SITE VISITS AND PROGRESS MEETINGS (6.0)

6.1.2. SH-130 Pre-Construction Meeting – Brierley will attend a separate SH-130 pre-construction meeting coordinated by the Construction CM&I team. Brierley will have two (2) people from the design team attend this meeting, which will be the Engineer of Record (EOR) and geologist for the project. It is assumed that this meeting will be held on site and will be an hour in duration.

6.2.1. Monthly Site Observation – Brierley will make four (4) site visits during the construction of the SH-130 tunnel. These visits will serve to evaluate Contractor's

work is generally proceeding in accordance with the Contract Documents and will keep Client informed of the general progress of the work. We will report any observed deficiencies to CM&I team. Brierley assumes one (1) person and six (6) hours per site visit including travel time.

6.2.2. Site Observation Reports Submission – Brierley will prepare and provide to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit. Brierley assumes 1 hour for each report submission.

6.2.3. Construction Inconsistencies – Brierley will notify CM&I team of inconsistencies with observed work regarding shafts and tunnel with respect to Contract Documents. Brierley assumes one (1) person and one (1) hour per site visit.

6.2.4. Specialty Site Observation Reports – Brierley will make one (1) visit during annular grouting activities and one (1) visit during pipe placement in tunnel. Brierley assumes one (1) person and six (6) hours per site visit including travel time.

6.2.5. Specialty Site Observation Reports Submission – Brierley will prepare and provide to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each specialty site visit. Brierley assumes 1 hour for each report submission.

6.2.6. Specialty Construction Inconsistencies – Brierley will notify CM&I team of inconsistencies with observed work regarding annular grouting and pipe placement in tunnel with respect to Contract Documents. Brierley assumes one (1) person and two (1) hour per site visit.

6.3.1. Monthly Progress Meetings – Brierley will attend progress meetings led by the CM&I team. These meetings are intended to discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress. Brierley assumes these will be virtual and one (1) person will attend four (4) meetings and one (1) hour per meeting.

6.3.2. Review Project Decision Register and Action Item Register – Brierley will review these registers prior to the monthly progress meetings and will report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings. KFA will lead and gather information from Brierley. Brierley assumes one (1) hour per site visit totaling four (4) hours.

6.3.3. Review Monthly Construction Activity Reports – Brierley will review these monthly construction activity reports prepared by the CM&I team and will provide feedback on report content as appropriate. Brierley assumes one (1) hour per site visit totaling four (4) hours.

TASK 8 – SHOP DRAWINGS/SUBMITTAL REVIEW (8.0)

8.1. Review Shop Drawings/Submittals – Brierley will review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, Brierley assumes review effort will include the original submittal and first resubmittal. Brierley anticipates the following submittals pertaining to the shaft and tunnel components of the project:

- Instrumentation and Monitoring
- Groundwater Control
- Shaft Excavation
- Tunnel Excavation
- Contact Grouting
- Annular Grouting
- Pipe Placement in Tunnel

Brierley assumes up to 14 submittals including original submittal and first resubmittal and up to four (4) hours per submittal.

TASK 9 – ALTERNATIVES AND SUBSTITUTIONS (9.0)

9.1. Review Alternatives and Substitutions proposed by Contractor – Brierley will review alternatives and substitutions proposed by the Contractor. Brierley will recommend acceptance or rejection of the request for substitutions within 14 calendar days. Brierley assumes one (1) person up to eight (8) hours for this task and it will include up to 10 substitution reviews.

TASK 10 – REQUEST FOR INFORMATION (RFIs) (10.0)

10.1. RFIs - Brierley will review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Brierley assumes one (1) person and up to six (6) RFIs at four (4) hours each.

TASK 11 – REQUEST FOR PROPOSALS (RFPs) AND CHANGE ORDERS (COs) (11.0)

11.1. Coordinate with CM&I to prepare a description of proposed Modifications - Brierley will Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS. Brierley assumes one (1) person and one (1) RFP for a total of 8 hours.

11.2. Coordinate with CM&I for review and response to RFP - Brierley will coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Brierley assumes one (1) person and one (1) RFP for a total of 4 hours.

TASK 12 – SUBSTANTIAL/FINAL COMPLETION WALK-THROUGHS (12.0)

12.1. Substantial Completion Walk-throughs/Inspections - Brierley will perform a substantial completion/walk-through for the SH-130 tunnel. Brierley assumes that KFA will be present during this walk-through and KFA will provide the substantial completion punch list based on Brierley's input and observations. Brierley assumes one (1) person for this task for a total of four (4) hours.

TASK 13 – RECORD DRAWINGS AND CORROSION SERVICES (13.0)

13.1.1. Prepare Record Drawings – Brierley will simply provide input to KFA, and KFA will incorporate into record drawings. Brierley assumes one (1) person for this task for a total of four (4) hours.

TASK 14 – SUPPLEMENTAL (14.0)

14.2. General Construction Phase Services – In the event that Contractor claims arise, the program has requested Brierley to include a lumpsum fee of \$15,000 that may include an additional site visit and assisting Owner in reviewing and evaluating claims.

14.3. Attend Additional Meetings – In the event that additional meetings are needed, Brierley assumes one (1) meeting in the vicinity of the project and assumes one (1) person for three (3) hours including travel time.

14.4. Review Additional Submittals and/or RFIs – In the event that additional submittal reviews are needed, Brierley assumes up to five (5) additional submittals. Brierley assumes one (1) person and up to four (4) hours per submittal. In the event that additional RFI reviews are needed, Brierley assumes up to one (1) additional RFI review. Brierley assumes one (1) person and up to four (4) hours.

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 2021 Standard Fee Schedule. If, for some reason, the design and permitting services is not completed by December 31, 2022, we reserve the right to escalate our fees by 5% per year from the 2021 hourly rates (Contract amount will not be exceeded). 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 KFriese + Associates.



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

Accepted by:

Thomas Owens, P.E.
Executive Vice President

Attachments: ATTACHMENT 1 – Geologic Plan and Profile, ATTACHMENT 2 – Fee Estimate, ATTACHMENT 3 - 2021 Standard Fee Schedule, ATTACHMENT 4 – BA Terms and Conditions, ATTACHMENT 5 – Construction Phase Scope Template

Alliance Water Phase 1B Program										Project Fee Summary	
Pipeline Consultant 8/27/2021 Detailed BRIERLEY Cost Breakdown										Basic Effort	\$ 46,374
										Supplemental	\$ 21,811
										Total Effort	\$ 68,185

Task	Employee	Project Role	Hourly Bill Rate				Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	Assumptions
			Principal	Senior Associate	Project Manager	Professional II						
			\$260.00	\$250.00	\$220.00	\$165.00						
Task 1 - Project Management												
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan					24	24	\$ 5,720	\$ -	\$ -	\$ 5,720	
1.2.2	Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS)					2	2	\$ 440	\$ -	\$ -	\$ 440	
Task 6 - Construction Site Visits and Progress Meetings												
6.1	Pre-Construction Meeting						0	\$ -	\$ -	\$ -	\$ -	
6.1.2	Attend separate SH-130 pre-construction meeting coordinated by the Construction CM&I team.					3	6	\$ 1,410	\$ 121	\$ -	\$ 1,531	
6.2	Monthly Site Observation						0	\$ -	\$ -	\$ -	\$ -	
6.2.1	6.2.1. Site observations will be limited to spot checking, selective measurement, and similar methods of general observation.					12	24	\$ 4,980	\$ 242	\$ -	\$ 5,222	
6.2.2	Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.						4	\$ 660	\$ -	\$ -	\$ 660	
6.2.3	Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.						4	\$ 880	\$ -	\$ -	\$ 880	
6.2.4	Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.					6	12	\$ 2,490	\$ 121	\$ -	\$ 2,611	
6.2.5	Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.						2	\$ 330	\$ -	\$ -	\$ 330	
6.2.6	Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.						2	\$ 440	\$ -	\$ -	\$ 440	
6.3	Monthly Construction Progress Meetings						0	\$ -	\$ -	\$ -	\$ -	
6.3.1	Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.					4	4	\$ 1,000	\$ -	\$ -	\$ 1,000	
6.3.2	Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.					4	4	\$ 1,000	\$ -	\$ -	\$ 1,000	
6.3.3	Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.					4	4	\$ 1,000	\$ -	\$ -	\$ 1,000	
Task 8 - Shop Drawing/Submittal Review												
8.1	Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. Assume up to 60 submittals.					26	56	\$ 13,100	\$ -	\$ -	\$ 13,100	
Task 9 - Alternatives and Substitutions												
							\$ 2,000	\$ -	\$ -	\$ 2,000		

Alliance Water Phase 1B Program										Project Fee Summary	
Pipeline Consultant 8/27/2021 Detailed BRIERLEY Cost Breakdown										Basic Effort	\$ 46,374
										Supplemental	\$ 21,811
										Total Effort	\$ 68,185

Task	Employee	Project Role	Hourly Bill Rate				Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	Assumptions
			Principal	Senior Associate	Project Manager	Professional II						
			\$260.00	\$250.00	\$220.00	\$165.00						
9.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days. Assume up to 10 substitution reviews.		8			8	\$ 2,000	\$ -	\$ -	\$ 2,000		
Task 10 - Request for Information (RFIs)								\$ 6,000	\$ -	\$ -	\$ 6,000	
10.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Assume up to 20 RFIs		24			24	\$ 6,000	\$ -	\$ -	\$ 6,000		
Task 11 - Request for Proposals (RFPs) and Change Orders (COs)								\$ 3,000	\$ -	\$ -	\$ 3,000	
11.1	Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS. Assume up to 10 RFPs		8			8	\$ 2,000	\$ -	\$ -	\$ 2,000		
11.2	Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Assume up to 10 RFPs		4			4	\$ 1,000	\$ -	\$ -	\$ 1,000		
Task 12 - Substantial/Final Completion Walk-Throughs								\$ 1,000	\$ -	\$ -	\$ 1,000	
12.1	Consultant to conduct two (2) substantial completion walk-throughs/inspections, one for Segment B2 and one for Segment B1, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.		4			4	\$ 1,000	\$ -	\$ -	\$ 1,000		
Task 13 - Record Drawings and Corrosion Services								\$ 880	\$ -	\$ -	\$ 880	
13.1.1	Prepare Record Drawings of the constructed project based on change order revisions, RFI responses, and as built information provided by the contractor.				4	4	\$ 880	\$ -	\$ -	\$ 880		
14. Supplemental Services								\$ 6,750	\$ 61	\$ -	\$ 21,811	
14.1	Survey					0	\$ -	\$ -	\$ -	\$ -		
14.2	General Construction Phase Services					0	\$ -	\$ -	\$ -	\$ 15,000		
14.3	Attend additional meetings in the vicinity of the project (1 meeting)		3			3	\$ 750	\$ 61	\$ -	\$ 811		
14.4	Review additional submittals and/or RFIs		24			24	\$ 6,000	\$ -	\$ -	\$ 6,000		
14.5	Attend Post Construction Corrosion Services					0	\$ -	\$ -	\$ -	\$ -		
Grand Total								\$ 52,640	\$ 545	\$ -	\$ 68,185	

Alliance Water Phase 1B Program					Project Fee Summary		
Pipeline Consultant					Basic Effort	\$	20,330
7/29/2021					Supplemental	\$	6,880
Detailed CHAPMAN Cost Breakdown					Total Effort	\$	27,210

Task	Employee	Project Role	Principal Engineer	Corrosion Engineer	Project Coordinator	Total Hours	Total Labor Effort	Total Effort	Assumptions
			Hourly Bill Rate	\$185.00	\$135.00				
Task 1 - Project Management									
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan					6	\$ 810	\$ 810	
1.2	Meetings					0	\$ -	\$ -	
1.2.1	Quality Control Audit (1 workshop)					0	\$ -	\$ -	
1.2.2	Training and coordination meeting on Construction Management & Inspection Team (CM&I) Electronic Document Management System (EDMS)					0	\$ -	\$ -	
Task 8 - Shop Drawing/Submittal Review									
8.1	Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. Assume up to 60 submittals.					8	\$ 1,080	\$ 1,080	
Task 9 - Alternatives and Substitutions									
9.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days. Assume up to 10 substitution reviews.					8	\$ 1,180	\$ 1,180	
Task 10 - Request for Information (RFIs)									
10.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. Assume up to 20 RFIs					4	\$ 590	\$ 590	
Task 13 - Record Drawings and Corrosion Services									
13.1	Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Consultant and the CM&I group during construction site visits. Items associated with this work include:					0	\$ -	\$ -	
13.1.1	Prepare Record Drawings of the constructed project based on change order revisions, RFI responses, and as built information provided by the contractor.					24	\$ 3,240	\$ 3,240	
13.1.2	Provide the Owner's Representative:					0	\$ -	\$ -	
13.1.2.1	With one (1) set of Record Drawings in .pdf and .dwg electronic format.					1	\$ 135	\$ 135	
13.1.2.2	The DWG file with the reference state plane coordinate system for use by ARWA.					1	\$ 135	\$ 135	
13.2	Corrosion Investigation, Data Collection and Design Support					0	\$ -	\$ -	
13.2.1	Post Construction Corrosion Services					0	\$ -	\$ -	

Alliance Water Phase 1B Program	Project Fee Summary	
Pipeline Consultant	Basic Effort	\$ 20,330
7/29/2021	Supplemental	\$ 6,880
Detailed CHAPMAN Cost Breakdown	Total Effort	\$ 27,210

Task	Employee	Project Role	Principal Engineer	Corrosion Engineer	Project Coordinator	Total Hours	Total Labor Effort	Total Effort	Assumptions
			Hourly Bill Rate	\$185.00	\$135.00				
13.2.1.1		Attend a pre-commissioning site visit prior to testing		8		8	\$ 1,080	\$ 1,080	
13.2.1.1.1		Conduct an alignment walk-thru and develop punch list of deficient Items		32		32	\$ 4,320	\$ 4,320	
13.2.1.1.2		Check continuity and isolation along pipeline		24		24	\$ 3,240	\$ 3,240	
13.2.1.2		Commissioning/Testing				0	\$ -	\$ -	
13.2.1.2.1		Attend and witness testing performed by contractor		16		16	\$ 2,160	\$ 2,160	
13.2.1.2.2		Prepare a Commissioning Report and develop post-commissioning punchlist	4	12		16	\$ 2,360	\$ 2,360	
14. Supplemental Services									
14.1		Survey				0	\$ -	\$ -	
14.1.1		Verify/Reset horizontal and vertical control points for construction purposes				0	\$ -	\$ -	
14.2		General Construction Phase Services, which may include:				0	\$ -	\$ -	
14.2.1.		Additional site visits.		8		8	\$ 1,080	\$ 1,080	
14.2.2		Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant.	4	12		16	\$ 2,360	\$ 2,360	
14.2.3		Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor.				0	\$ -	\$ -	
14.2.4		Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement.				0	\$ -	\$ -	
14.2.5		Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the Contract Time.				0	\$ -	\$ -	
14.3		Attend additional meetings in the vicinity of the project (5 meetings)				0	\$ -	\$ -	
14.4		Review additional submittals and/or RFIs				0	\$ -	\$ -	
14.4.1		Review up to 40 additional submittals				0	\$ -	\$ -	
14.4.2		Review up to 5 additional RFIs				0	\$ -	\$ -	
14.5		Additional Post Construction Corrosion Services	4	20		24	\$ 3,440	\$ 3,440	
						0	\$ -	\$ -	
Grand Total							\$ 17,860	\$ 27,210	



SCOPE OF SERVICES AND FEE
ARWA1BSB-Construction Phase Services

Survey Task per Alliance Regional Water Authority-Phase 1B Construction Phase Pipe Scope Segment B Pipeline
Item number 14.1 Survey:

14.1.1 Verify/Reset horizontal and vertical control points for the construction purposes

SAM will recover/verify and reset any of the 37 Primary Control Points that are missing.

Alliance Water Phase 1B Program											Project Fee Summary		
Pipeline Consultant											Basic Effort	\$	1,610
7/29/2021											Supplemental	\$	41,368
Detailed SAM Cost Breakdown											Total Effort	\$	42,978

Task	Employee	Project Role	Principal/Department Manager	Senior Project Manager	Project Manager	Senior Survey Technician	Survey Technician	Administration/Clerical Support	Two Person Survey Field Crew	Field Coordinator	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
			Hourly Bill Rate	\$250.00	\$195.00	\$160.00	\$105.00	\$95.00	\$85.00	\$160.00					
Task 1 - Project Management															
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan		1	2	5			2			10	\$ 1,610	\$ -	\$ 1,610	
14. Supplemental Services															
14.1	Survey		1	1	2	2	2				8	\$ 1,165	\$ -	\$ 1,165	
14.1.1	Verify/Reset horizontal and vertical control points for construction purposes			4	18	14	50		150	6	242	\$ 34,570	\$ 5,633	\$ 40,203	Verify/Reset 37 Primary Control Points
											0	\$ -	\$ -	\$ -	
Grand Total												\$ 37,345	\$ 5,633	\$ 42,978	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.5** Consider adoption of Resolution 2021-12-15-003 approving an extension in time to the completion of Work Order #5 with Pape-Dawson Engineers, Inc. for Construction Management & Inspection Services on the Authority's Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority issued RFQ 2019-003 in December 2019 for the Construction Management & Inspection Services for the Authority's Phase 1B Program. In May 2021 the Authority issued a work order to Pape-Dawson for Construction Management and Inspection on the Phase 1B Program through the end of 2021. These same services are needed in 2022 as construction continues on the Water Treatment Plant and Booster Pump Station and as construction starts on the Segment A and B pipelines.

The work order for 2021 was a total amount of \$2,148,056. Based on the current spending rates, the total amount anticipated to be expended of this work order is \$1,262,304 or 59% of the amount authorized.

Staff presented the fee proposal for the 2022 work order to the Technical Committee at their December 8th meeting. The committee was concerned about the overall cost of the proposal and therefore has asked Staff to work with a subset of the Committee to review ways to reduce the effort and cost.

In the meantime the Phase 1B projects (Water Treatment Plant, Booster Pump Station & Segment A pipeline) continue in construction and therefore inspection and construction management efforts are still needed. Staff is requested adoption of the attached resolution that will extend the time period for the current Work Order #5 for up to three months (through March 31, 2022) or until such time as a new work order can be negotiated and executed by the Authority.

Attachment(s)

- Resolution 2021-12-15-003

Board Decision(s) Needed:

- Adoption of Resolution 2021-12-15-003 approving a time extension for Work Order #5 with Pape-Dawson Engineers, Inc. for Construction Administration Services on the Authority's Phase 1B Program through March 31, 2022 or until a new work order is authorized by the Authority Board of Directors.



ALLIANCE WATER

RESOLUTION NO. 201211215-003

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A TIME EXTENSION TO WORK ORDER #5 BETWEEN THE AUTHORITY AND PAPE-DAWSON ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO THE AUTHORITY'S PHASE 1B PROGRAM AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Pape-Dawson Engineers, Inc. ("Pape-Dawson") for professional construction management and inspection services and related matters in May 2020.

2. In May 2021 the Authority Board of Directors approved Work Order #5 with Pape-Dawson for construction management and inspection services through December 31, 2021.

3. The Authority is negotiating a new work order with Pape-Dawson for continued construction management and inspection services for 2022, but the agreement will not be ready for consideration by the Authority's Board of Directors prior to January 1, 2022.

4. The Authority requires continued construction management and inspection services for the Authority's Phase 1B projects that are in construction in 2022.

5. The current Work Order #5 with Pape-Dawson is projected to have significant funds remaining at the end of December 31, 2021.

6. An extension of the current Work Order #5 with Pape-Dawson for construction management and inspection through March 31, 2022 will bridge the time until a new work order for 2022 can be negotiated and executed.

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

SECTION 1. A time extension for Work Order #5 through March 31, 2022 for Construction Management and Inspection Services for the Phase 1B Program between the Authority and Pape-Dawson is approved.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to execute the attached time extension for Work Order #5 on behalf of the Authority.

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

Resolution 20211215-003
Phase 1B CM&I Services – Time Extension

ADOPTED: December 15, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



ALLIANCE WATER

Work Order No. 005-Supplemental #1

Pursuant and subject to the Master Service Agreement between the Alliance Regional Water Authority (Alliance Water) and Pape-Dawson Engineers, Inc. (Engineer), Alliance Water requests the Engineer to perform the services described below:

<p>Work Site: <u>Caldwell, Guadalupe and Hays Counties</u></p> <p>Work to Be Performed: <u>Provide Construction Management and Inspection Services as noted in Work Order #5. This supplement extends the time for completion of the services through March 31, 2022. The fee and scope for the effort is not altered by this supplemental amendment.</u></p> <hr/> <p>Date to Commence: <u>January 1, 2022</u></p> <p>Date to Complete: <u>March 31, 2022</u></p> <p>Cost Proposal to be: <u> </u> Fixed Fee <u> X </u> Hourly Rate</p> <p>Maximum Fee Not-to-Exceed: <u>\$2,148,056</u></p> <p>Other Information/Requirements: _____</p> <hr/>
--

Acceptance:

Alliance Regional Water Authority

Lockwood, Andrews & Newnam, Inc.

By: _____

By: _____

Signature

Signature

Graham Moore, Executive Director

Cara Tackett, Senior Vice President

Date: _____

Date: _____

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

H.6 Update, discussion and possible direction to Staff regarding timing and financing of project cost increases. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Following the discussion from the previous Board meetings regarding cost increases in the physical infrastructure and easements associated with the Phase 1B Program, Staff has worked with the Authority's Financial Advisors, Specialized Public Finance, to determine what interest rates and debt service paybacks may be required if additional funding is garnered through the Texas Water Development Board (TWDB) State Water Implementation Fund of Texas (SWIFT). Below are the results:

Entity	Amount to be Financed	Annual Debt Service	Payback Term	Average Interest Rate
CRWA	\$ 14,460,000	\$732,000	30-years	2.787%
Kyle	\$ 13,195,000	\$670,000	30-years	2.787%
San Marcos	\$ 16,760,000	\$1,070,000	20-years	1.996%
Buda	\$ 2,410,000	\$157,000	20-years	1.994%
TOTAL	\$ 46,825,000	\$2,629,000		

The listed interest rates are the October 2021 SWIFT interest rates with an additional 50-basis points of cushion. It is also important to note that in 2021 the TWDB reduced the subsidy amounts offered on the 20-year notes from 35% to 20% and for the 30-year notes from 20% to 14%.

Staff is continuing to review other options for financing.

Board Decision(s) Needed:

- Possible direction to Staff.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.7** Consider adoption of Resolution 2021-12-15-004 approving an agreement with the Schlueter Group for Government Relations Services with the Authority, as recommended by the temporary committee designed by the Board to review and recommend a selection. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In September 2021 Staff issued an RFQ for Government Relations Services for the Authority. Two responses to the RFQ were received and were subsequently reviewed and scored by the Committee appointed by the Board of Directors. As a result of the discussion it was recommended that an agreement be negotiated with The Schlueter Group (TSG).

The Schlueter Group includes Scott Miller, Jeff Heckler and Cris Ybarra as their former firm, Texas Solutions Group, recently merged with The Schlueter Group. Scott, Jeff and Cris will continue to be the point people on the Alliance Water contract.

Staff worked with TSG to develop an agreement for the Public Relations work. The contract is anticipated to go through September 30, 2022 (9 months) at which time it can be renewed annually should the Board desire.

The scope is essentially the same as previous governmental relations contracts that the Authority has utilized. The compensation is a flat fee of \$5,000 per month (\$45,000 in FYE 2022).

The proposal submitted states that a \$6,000 per month rate will be utilized during the legislative session months.

Attachment(s)

- Resolution 2021-12-15-004
- Schlueter Group Agreement

Board decision needed:

- Adoption of Resolution 2021-12-15-004 approving an agreement with The Schlueter Group for governmental relations services.



ALLIANCE WATER

RESOLUTION NO. 20211215-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT BETWEEN THE AUTHORITY AND THE SCHLUETER GROUP FOR GOVERNMENT RELATIONS SERVICES AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Alliance Water") issued RFQ No. 2021-001 in September 2021 for Government Relations Consulting Services and received two responses.
2. The Alliance Water Board of Directors (the "Board") designated a selection committee to evaluate the responses and recommend a firm for award of an agreement.
3. The selection committee evaluated the responses and recommended to the Board that the firm of The Schlueter Group be engaged to provide public relations services for Alliance Water.
4. The Alliance Water Board of Directors (the "Board") wishes to engage the firm of The Schlueter Group to provide government relations services for Alliance Water.

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

SECTION 1. The attached agreement between the Authority and The Schlueter Group is approved, and the Authority's Executive Director is authorized to execute this contract on behalf of the Authority.

SECTION 2. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: December 15, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

THE SCHLUETER GROUP

Professional Services Agreement

THIS AGREEMENT is made and entered into effective as of the 1st day of January 2022, by and between THE SCHLUETER GROUP (hereinafter referred to as "TSG"), and the Alliance Regional Water Authority (hereinafter referred to as "Client").

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

TERM

1.1. The respective duties and obligations of the parties hereto shall be for a period of 9 months commencing on January 1, 2022 and terminate on September 30, 2022.

1.2. If neither party terminates, this Agreement will be automatically renewed for another year period on each anniversary of the effective date. However, continuation of this Agreement into a new fiscal year of the Client (which begins on October 1st) will be contingent on approval by the Client's governing body of a budget for the new fiscal year that includes funding for this agreement.

1.3. Either party may terminate this Agreement at any time for any reason by giving 30 days notice to the other party.

SCOPE OF SERVICES

2.1. TSG agrees to perform for Client projects and/or services enumerated in Exhibit A.

2.2. Additional projects or services may be undertaken by TSG with Separate Project or Service Agreements that become addenda to this Agreement. Any such project or services will require the prior written approval of the Client.

COMPENSATION

3.1. TSG shall receive compensation for its services to Client in accordance with the attached service structure, Exhibit B to this Agreement.

LIMITATIONS ON TSG

4.1. TSG will not represent any other person or firm with interests that conflict with those of the Client without the prior written consent of the Client.

4.2. TSG will refrain from any action or from participation in any matter which involves a conflict of interest with the Client without the express consent of the Client.

ASSIGNMENT

5.1. TSG may assign this contract only upon the approval by the Client's Board of Directors.

MISCELLANEOUS

6.1. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, whether verbal or in writing, between the parties hereto with respect to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and signed by both parties hereto.

6.2. Notices will be provided by the parties to one another by certified mail, return receipts requested, or by confirmed email or facsimile transmission, to the following addresses:

To the Client:

Graham Moore
Alliance Regional Water Authority
630 E. Hopkins
San Marcos, TX 78666
Phone: 512/294-3214
Email: gmoore@alliancewater.org

To TSG:

Scott Miller
The Schlueter Group
1122 Colorado, Suite 200
Austin, Texas 78701
Phone: 631/327-2775
Email: scott@schluetergroup.com

If a party changes its address or facsimile number for notice purpose, it will provide written notice of the new address to the other party with 10 days of the change.

6.3. All records prepared for Client, including information that may be considered TSG's work product, shall be deemed to be the property of Client if paid for by Client.

6.4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and costs of the court.

6.5. This Agreement shall be governed by the laws of the State of Texas. The Client's execution of and performance under this Agreement will not act as a waiver of any immunity of the Client to suit or liability under applicable law. The parties acknowledge that the Client, in executing and performing the Agreement, is a governmental entity acting in a governmental capacity.

6.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

INTELLECTUAL PROPERTY

7.1. All copyrightable works of whatever nature authored or co-authored by TSG in the course of the services rendered under this agreement shall be considered as works made for hire the benefit of Client under U.S. Copyright Laws, and any copyrights therein shall be the sole and exclusive property of the Client and its successors and assigns in the U.S. and throughout the world.

7.2. During the course of the performance of services hereunder, the Client may disclose confidential information to TSG. Confidential information shall consist of any proprietary or trade secret information of the Client of whatever nature which is not generally known or used by others, which is not already known to TSG, which is not made available to TSG from another source, which is not under a duty of confidentiality to the Client, which has not been publicly disclosed by the Client, and which has not been the subject of an unrestricted disclosure by TSG to third parties with the express permission of the Client. TSG covenants and agrees that it will not at any time during the term of this agreement or thereafter disclose the confidential information of the Client to third parties with the express permission of the Client, and will not use the confidential information of the Client for its own gain or competitively with the Client in the United States during the term of the agreement and for a period of five years thereafter. It is agreed that any breach or threatened breach of this provision will constitute an irreparable injury for which there is no adequate remedy at law and will entitle the Client to specific performance and injunctive relief.

Executed at Austin, Texas, on this the ____ day of December, 2021.

The Schlueter Group.

By _____

Printed Name / Title Scott Miller/Partner

DATE: _____

ALLIANCE REGIONAL WATER AUTHORITY

By _____

Printed Name / Title _____

DATE: _____

EXHIBIT A

The Schlueter Group

Scope of Services and Projects

It is agreed TSG and Client that TSG will perform for Client the following services:

1. Assist the Board in formulating a plan for a period leading up to the 2023 (88th) State Legislative Session.
2. Interact with the Legislature (including individual legislators, legislative leaders, and committees) and the Governor to promote the interests of the Client. Provide periodic updates to the Client of legislation that affects the business interests of the Client.
3. Interact with lobbyists and representatives of other interests to promote the interests of the Client.
4. Assist the Client in presenting the Client's positions on legislation; facilitate meetings of Client representatives with legislators and presentation of testimony at legislative hearings.
5. Assist the Client in reviewing and drafting bill language to promote the Client's interests.
6. Monitor activities in the Legislature that may affect the Client, to include a system for tracking bills of interest to the Client on an ongoing basis while the Legislature is in session and providing periodic bill tracking reports to Client.
7. Identify opportunities for financial assistance for the Client's Projects that relate to legislation and State budgeting process.
8. Convey information to the Client in a timely manner; present briefings periodically to the Client Board and Technical Committee.

EXHIBIT B

The Schlueter Group

Compensation

As compensation for services rendered under this Agreement, TSG shall be paid by Client \$5,000 for each month of the term of this Agreement. This fee is inclusive of all expenses that TSG may incur. Client agrees to pay all invoices within 30 days of receipt of invoice from TSG under the terms of the Agreement. The term of this Agreement begins on January 1, 2022 and lasts through September 30, 2022.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
-

Background/Information

The Board 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, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- J.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- 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, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- D. *Consideration of Resolution 2021-12-15-005 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*

Attachment(s)

- Resolution 2021-12-15-005

Board Decision(s) Needed:

- Adoption of Resolution 2021-12-15-005.



ALLIANCE WATER

RESOLUTION NO. 20211215-005

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY FOR AND AUTHORIZING THE ACQUISITION OF CERTAIN WATER PIPELINE EASEMENTS, TEMPORARY CONSTRUCTION, ACCESS, AND ASSOCIATED EASEMENTS, PHASE 1 B WATER LINE PROJECT IN CONNECTION THEREWITH, OVER, ACROSS, UPON AND UNDER CERTAIN PRIVATELY OWNED REAL PROPERTIES; AUTHORIZING ALL APPROPRIATE ACTION BY THE BOARD OF DIRECTORS, STAFF, RETAINED ATTORNEYS AND ENGINEERING AND TECHNICAL CONSULTANTS IN THE INSTITUTION AND PROSECUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE ANY SUCH NEEDED FEE ESTATES AND EASEMENTS AND TEMPORARY CONSTRUCTION, ACCESS, AND ASSOCIATED EASEMENTS AND RELATED RIGHTS OF INGRESS AND EGRESS THAT CANNOT BE ACQUIRED THROUGH NEGOTIATION; DECLARING FURTHER NEGOTIATIONS FUTILE; RATIFYING AND AFFIRMING ALL ACTS AND PROCEEDINGS HERETOFORE DONE OR INITIATED BY EMPLOYEES, AGENTS, AND ATTORNEYS OF ARWA TO ACQUIRE SUCH PROPERTY INTERESTS INCLUDING NECESSARY ACTS FOR ANY APPLICABLE LIENHOLDERS FOR SUCH PROPERTIES; AUTHORIZING ALL OTHER LAWFUL ACTION NECESSARY AND INCIDENTAL TO SUCH ACQUISITIONS OR EMINENT DOMAIN PROCEEDINGS TO SURVEY, SPECIFY, DEFINE, AND SECURE THE NECESSARY INTERESTS IN REAL PROPERTY; DECLARING THE SECTIONS OF THE RESOLUTION TO BE SEVERABLE ONE FROM THE OTHER IN THE EVENT ANY SECTION OF THE RESOLUTION IS DETERMINED TO BE INVALID; ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of permanent Pipeline and Right-of-Way Easements and, in some instances, temporary, and access easements (cumulatively, “Easements”) over, or fee simple title to certain tracts of land identified in the attached Exhibit being more specifically described by metes and bounds in Exhibit “A” for the public use to construct, reconstruct, operate, inspect, maintain and repair water transmission lines and related facilities and improvements of Phase 1 B of the project (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire these property rights from properties for the purpose of construction, reconstruction, operation, inspection, maintenance and repair of the Project; and

WHEREAS, ARWA has entered into agreements with Guadalupe-Blanco Regional Authority (“GBRA”) for the installation of certain water pipelines within the Easements respectively in support of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies,

architects, or other persons or companies to effect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above- described properties for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project; and

WHEREAS, as provided for by Texas Water Code, Chapter 65, including Sections 65.201, and the Texas Special District Local Laws Code Chapter 11010, including Sections 11010.101, 11010.102 and 11010.103, the Board finds and determines that each of the parcels of land listed below, and more particularly described in the attached Exhibits (parcels), are necessary or convenient as a part of the system of water pipelines to be constructed, reconstructed, operated, inspected, maintained, or repaired and it is necessary to acquire the Easements and fee simple title in the parcels or such lesser property interests as set forth in the attached Exhibits as part of the Project; and

WHEREAS, the Board finds and determines that the water pipeline facilities to be constructed or improved on the parcels identified and listed below and those property interests acquired; and

WHEREAS, the Board finds and determines that condemnation of the parcels is required; and

WHEREAS, the initiation of condemnation proceedings for the parcels is adopted and authorized by a single order for the parcels, and this first vote by the Board applies to all of the parcels.

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of Easements, fee simple interests, and any such lesser property interests for the public use for construction, reconstruction, operation, maintenance, inspection and repair of water transmission lines and appurtenances over those certain parcels of land described with particularity on Exhibit "A," attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

a. Lay out the exact location of the land area needed for the necessary property interests described herein;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;

c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;

d. Negotiate with the owners of any such properties for the purchase thereof;

e. To purchase any necessary easements and rights-of-way on, over, under and across each of the Easements and execute all documents necessary to acquire such necessary land rights;

f. Initiate eminent domain proceedings against the owner(s) of each of the Easements for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase each of the respective Easements; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for any of the Easements are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of December 2021.

ALLIANCE REGIONAL WATER AUTHORITY

Chris Betz
Chair of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

ATTEST:

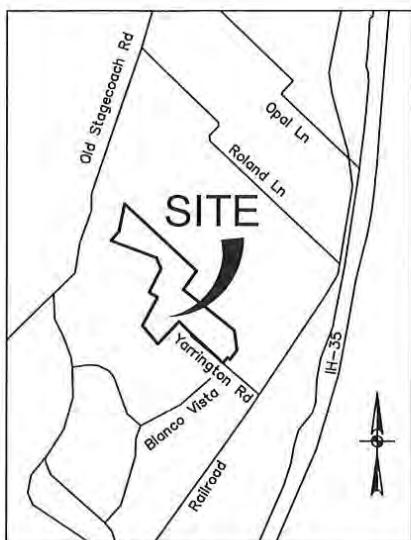
James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT "A"

<u>Parcel Number</u>	<u>Landowner</u>	<u>County</u>	<u>Survey</u>	<u>Abstract</u>	<u>Acres Owned</u>	<u>Property(ies)</u>
C070H	FG2, LLC, a Texas Limited Liability Company	Hays	William Ward	No. 467	92.90	TCE – 0.051 PE – 1.792
C084H	Jennifer Foss and Julie L. Foss and John A. Foss	Hays	John Stewart League	No. 14	2.003	TCE – 0.121 PE – 0.121
E004G	Keith A. Vogel	Guadalupe	A.M. Esnaurizar	No. 20	33.51	TCE – 3.928 PE – 1.429

Parcel C070H TCE

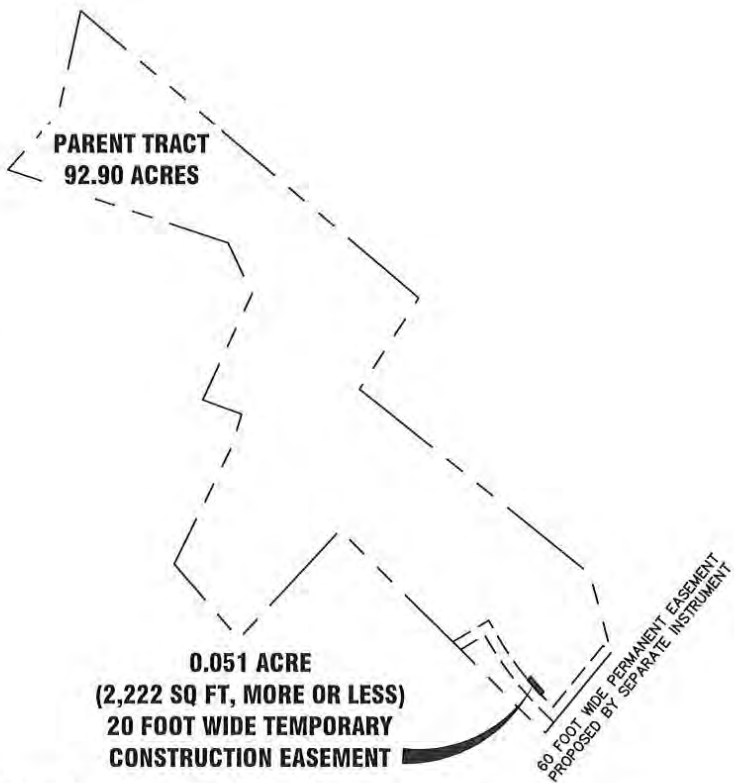
PARCEL C070H
 FG2, LLC, A TEXAS LIMITED
 LIABILITY COMPANY
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.



Date: Mar 15, 2021, 7:05am User ID: mholing
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200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124



Partners for a Better Quality of Life

Legal Description
0.051 Acre (2,222 Square Foot, more or less)
20 Foot Wide Temporary Construction Easement

BEING A 0.051 ACRE, 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE WILLIAM WARD SURVEY, ABSTRACT NO. 467, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 92.90 ACRE TRACT OF LAND DESCRIBED IN DEED TO FG2, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS RECORDED IN VOLUME 4579, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.051 ACRE, 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" for the southeast corner hereof being the easterly common corner of said 92.90 acre tract and a portion of the remainder of that called 199.323 acre tract of land described in deed to Carma Blanco Vista, LTD, as recorded in Volume 2494, Page 616 of said O.P.R.H.C.T. and also being the southwest corner of that called 42.0525 acre tract of land described as "Tract I" in deed to Mothership Propco GSE TX, LLC a Delaware Limited Liability Company, as recorded in County Clerks File Number 18008034 of said O.P.R.H.C.T.

THENCE S 59° 59' 42" W, over and across said 92.90 acre tract, a distance of 446.00 feet, to a point for the southeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 92.90 acre tract, the following four (4) courses and distances:

1. S 47° 16' 06" W, a distance of 20.00 feet, to a point for the southwest corner hereof at the beginning of a non-tangent curve to the right having a central angle of 03° 21' 58", a radius of 1,881.10 feet and having a chord bearing N 41° 28' 15" W, a chord distance of 110.50 feet, also lying in the east line of a 60 foot wide Permanent Easement (PE) to be dedicated by separate instrument. From which a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" lying in the west line of said 92.90 acre tract and being the easterly common corner of those portions of Yarrington Road (Variable Width Right of Way) dedicated as a 6.263 acre tract as shown on Blanco Vista Subdivision, Tract C, Section A, according to the Final Plat thereof, as recorded in Volume 14, Page 266 of the Plat Records of Hays County, Texas (P.R.H.C.T.), and that portion of Yarrington Road Right of Way (ROW) (100 foot wide ROW) dedicated by Blanco Vista, Tract G-H according to the Final Plat thereof, as recorded in Volume 18, Page 95 of said P.R.H.C.T. bears S 07° 16' 29" W, a distance of 178.90 feet;
2. Along said non-tangent curve to the right being the east line of said PE, an arc distance of 110.52 feet, to a point for the northwest corner hereof. From which a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" lying in the west line of said 92.90 acre tract and being the easterly common corner of said Yarrington Road 100 foot wide ROW and a separate portion of the remainder of said 199.323 acre tract bears N 55° 12' 18" W, a distance of 861.66 feet;
3. N 49° 18' 23" E, leaving the east line of said PE, a distance of 20.00 feet, to a point at the beginning of a non-tangent curve to the left having a central angle of 03° 22' 50", a radius of 1,861.10 feet and having a chord bearing S 41° 28' 05" E, a chord distance of 109.79 feet;
4. Along said non-tangent curve to the left, an arc distance of 109.81 feet, to the **POINT OF BEGINNING** and containing 0.051 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.




Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 03-15-2021

March 15, 2021

Page 2 of 3

C070H_TCE

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10104124
(p) 254.772.9272 · (f) 254.776.2924
www.cpyl.com



A PORTION OF
REMAINDER OF
CALLED 199.323 ACRES
CARMA BLANCO VISTA, LTD.
A TEXAS LIMITED PARTNERSHIP
VOLUME 2494, PAGE 616
O.P.R.H.C.T.

**WILLIAM WARD SURVEY
ABSTRACT NO. 467**

PARCEL C070H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA ANGLE
C1	N 41°28'15" W	110.50'	1881.10'	110.52'	3°21'58"
C2	S 41°28'05" E	109.79'	1861.10'	109.81'	3°22'50"

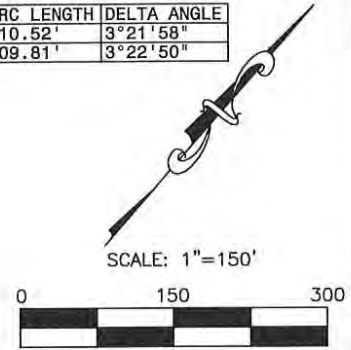
CALLLED 92.90 ACRES
FG2, LLC, A TEXAS LIMITED
LIABILITY COMPANY
VOLUME 4579, PAGE 410
O.P.R.H.C.T.

LINE BEARING	DISTANCE
L1 S 47°16'06" W	20.00'
L2 N 49°18'23" E	20.00'

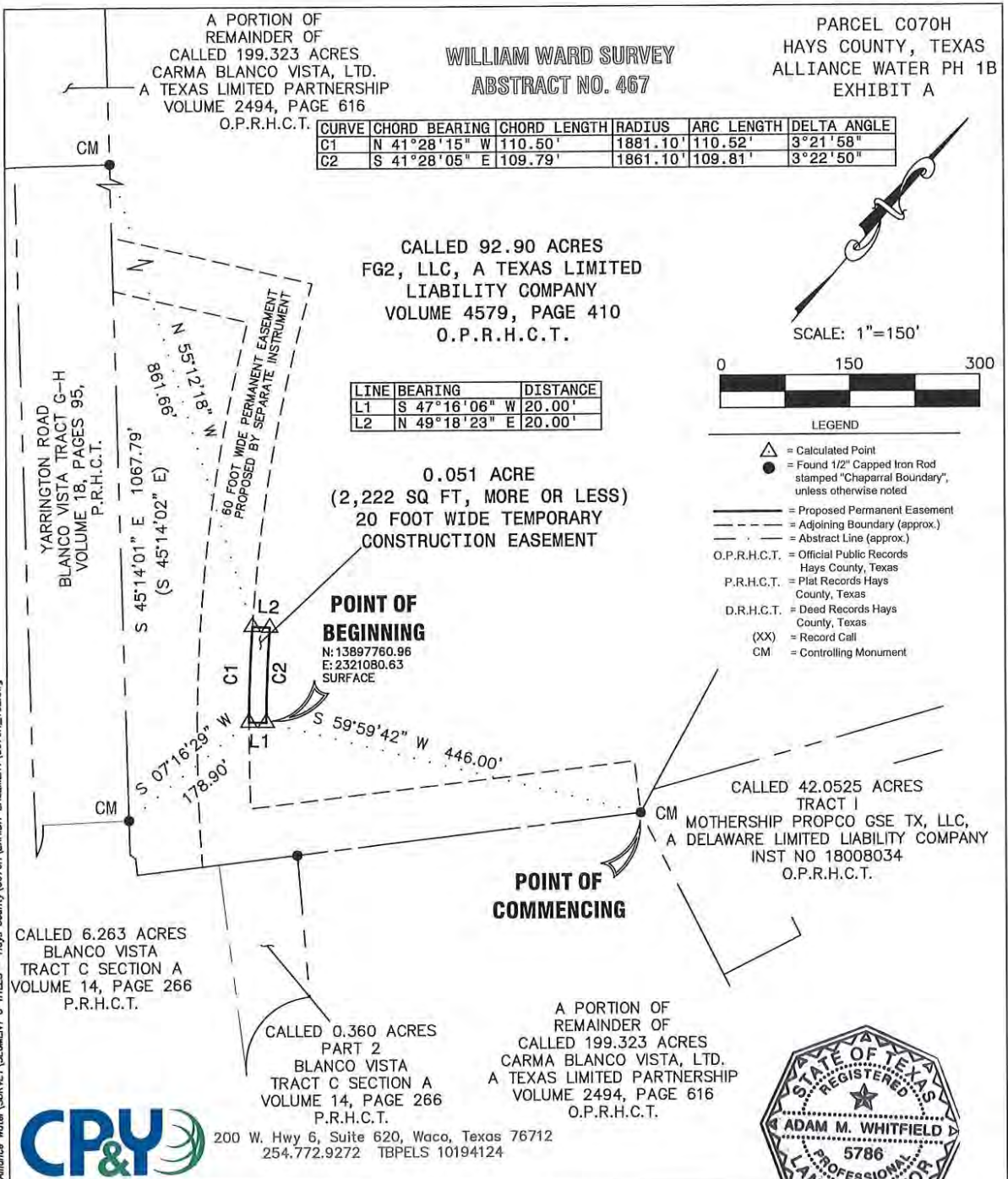
0.051 ACRE
(2,222 SQ FT, MORE OR LESS)
20 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT

**POINT OF
BEGINNING**

N: 13897760.96
E: 2321080.63
SURFACE



- LEGEND**
- = Calculated Point
 - = Found 1/2" Capped Iron Rod stamped "Chaparral Boundary", unless otherwise noted
 - = Proposed Permanent Easement
 - = Adjoining Boundary (approx.)
 - = Abstract Line (approx.)
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - P.R.H.C.T. = Plat Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument

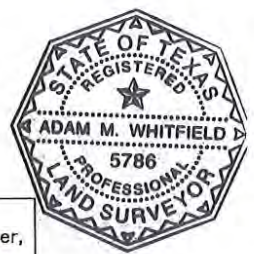


Date: Mar 15, 2021, 7:06am User ID: mballing File: C:\Projetos\ARWA\1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C070H\EXHIBIT EASEMENT C070H_TCE.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPELS 10194124

A PORTION OF
REMAINDER OF
CALLED 199.323 ACRES
CARMA BLANCO VISTA, LTD.
A TEXAS LIMITED PARTNERSHIP
VOLUME 2494, PAGE 616
O.P.R.H.C.T.



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground September, 2020 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: March 15, 2021

Adam M. Whitfield
ADAM M. WHITFIELD, RPLS NO. 5786

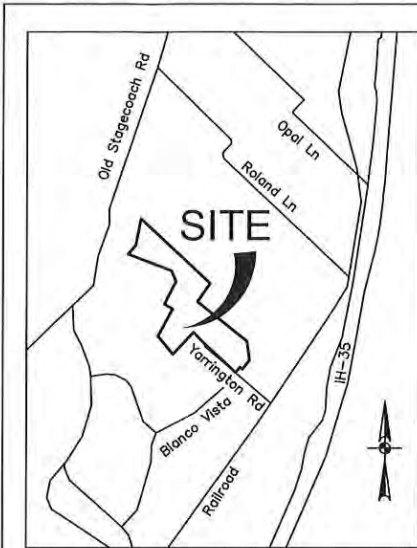
PAGE 3 OF 3

WORK ORDER ARWA1800532 DIGITAL FILE C070H TCE.dwg Revision # XX DRAWN BY MDH

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Parcel C070H PE

**PARCEL C070H
FG2, LLC, A TEXAS LIMITED
LIABILITY COMPANY
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B**



LOCATION MAP
NOT TO SCALE

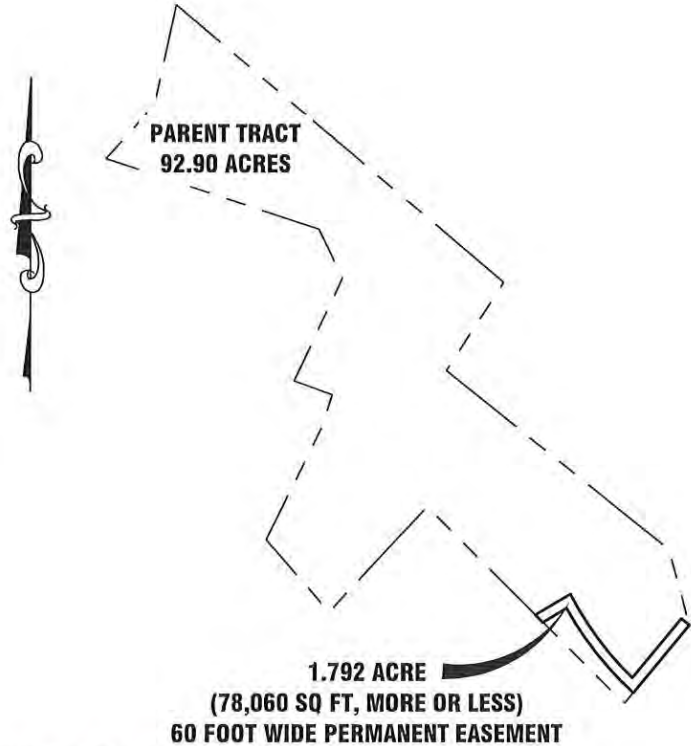
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
GF# CTA-21-CTA1900718G
ISSUE DATE: MARCH 13, 2019

- 10f.) TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 2287, PAGE 166 O.P.R.H.C.T. (DOES NOT AFFECT SUBJECT TRACT, BUT DOES AFFECT PARENT TRACT)
- 10g.) TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 2287, PAGE 160 O.P.R.H.C.T. (DOES NOT AFFECT SUBJECT TRACT, BUT DOES AFFECT PARENT TRACT)



Date: Mar 15, 2021, 7:04am User ID: mhalling File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C070H\EXHIBIT EASEMENT\C070H_JFE.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPELS 10194124

Legal Description
1.792 Acre (78,060 Square Foot, more or less)
60 Foot Wide Permanent Easement

BEING A 1.792 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE WILLIAM WARD SURVEY, ABSTRACT NO. 467, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 92.90 ACRE TRACT OF LAND DESCRIBED IN DEED TO FG2, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS RECORDED IN VOLUME 4579, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 1.792 ACRE, 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" for the southeast corner hereof being the easterly common corner of said 92.90 acre tract and a portion of the remainder of that called 199.323 acre tract of land described in deed to Carma Blanco Vista, LTD, as recorded in Volume 2494, Page 616 of said O.P.R.H.C.T. and also being the southwest corner of that called 42.0525 acre tract of land described as "Tract I" in deed to Mothership Propco GSE TX, LLC a Delaware Limited Liability Company, as recorded in County Clerks File Number 18008034 of said O.P.R.H.C.T.

THENCE S 39° 28' 41" W, along the common line of said 92.90 and 199.323 acre tracts, passing at a distance of 401.35 feet, a cotton spindle found being the northerly common corner of said 199.323 and that called 0.360 acre tract of land shown as "Part 2" on Blanco Vista Subdivision, Tract C, Section A, according to the Final Plat thereof, as recorded in Volume 14, Page 266 of the Plat Records of Hays County, Texas (P.R.H.C.T.), continuing along the common line of said 92.90 and 0.360 acre tracts passing at an approximate distance of 90.7 feet the common northerly corner of said 0.360 acre tract and that called 6.262 acre tract, as shown on said Blanco Vista Subdivision, Tract C, Section A and continuing along the common line of said 92.90 and 6.263 acre tracts, for a total distance of 511.31 feet, to a point for the southwest corner hereof at the beginning of a non-tangent curve to the right having a central angle of 18° 41' 35", a radius of 1,941.10 feet and having a chord bearing N 38° 44' 53" W, a chord distance of 630.48 feet;

THENCE leaving said common line, over and across said 92.90 acre tract, the following two (2) courses and distances:

1. Along said non-tangent curve to the right, an arc distance of 633.29 feet, to a point for corner;
2. S 59° 29' 47" W, a distance of 159.59 feet, to a point for corner lying in the common line of said 92.90 acre tract and that portion of Yarrington Road Right of Way (ROW) (100 foot wide ROW) dedicated by Blanco Vista, Tract G-H according to the Final Plat thereof, as recorded in Volume 18, Page 95 of said P.R.H.C.T. From which a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" lying in the common line of said 92.90 acre tract and Yarrington Road ROW bears S 45° 14' 01" E, a distance of 610.76 feet;

THENCE N 45° 14' 01" W, along the common line of said 92.90 acre tract and Yarrington Road ROW, a distance of 62.04 feet, to a point for the northwest corner hereof. From which a 1/2 inch capped iron rod found and stamped "Chaparral Boundary" lying in the west line of said 92.90 acre tract and being the easterly common corner of said Yarrington Road ROW and a separate portion of the remainder of said 199.323 acre tract bears N 45° 14' 01" W, a distance of 394.99 feet;

THENCE leaving said common line, over and across said 92.90 acre tract, the following four (4) courses and distances:

1. N 59° 29' 47" E, a distance of 237.52 feet, to a point for the northeast corner hereof at the beginning of a non-tangent curve to the left having a central angle of 18° 38' 55", a radius of 1,881.10 feet and having a chord bearing S 36° 51' 43" E, a chord distance of 609.56 feet;
2. Along said non-tangent curve to the left, an arc distance of 612.26 feet, to a point for corner;



3. N 39° 28' 41" E, a distance of 447.67 feet, to a point for corner.
4. S 50° 31' 19" E, a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing 1.792 acres, more or less.

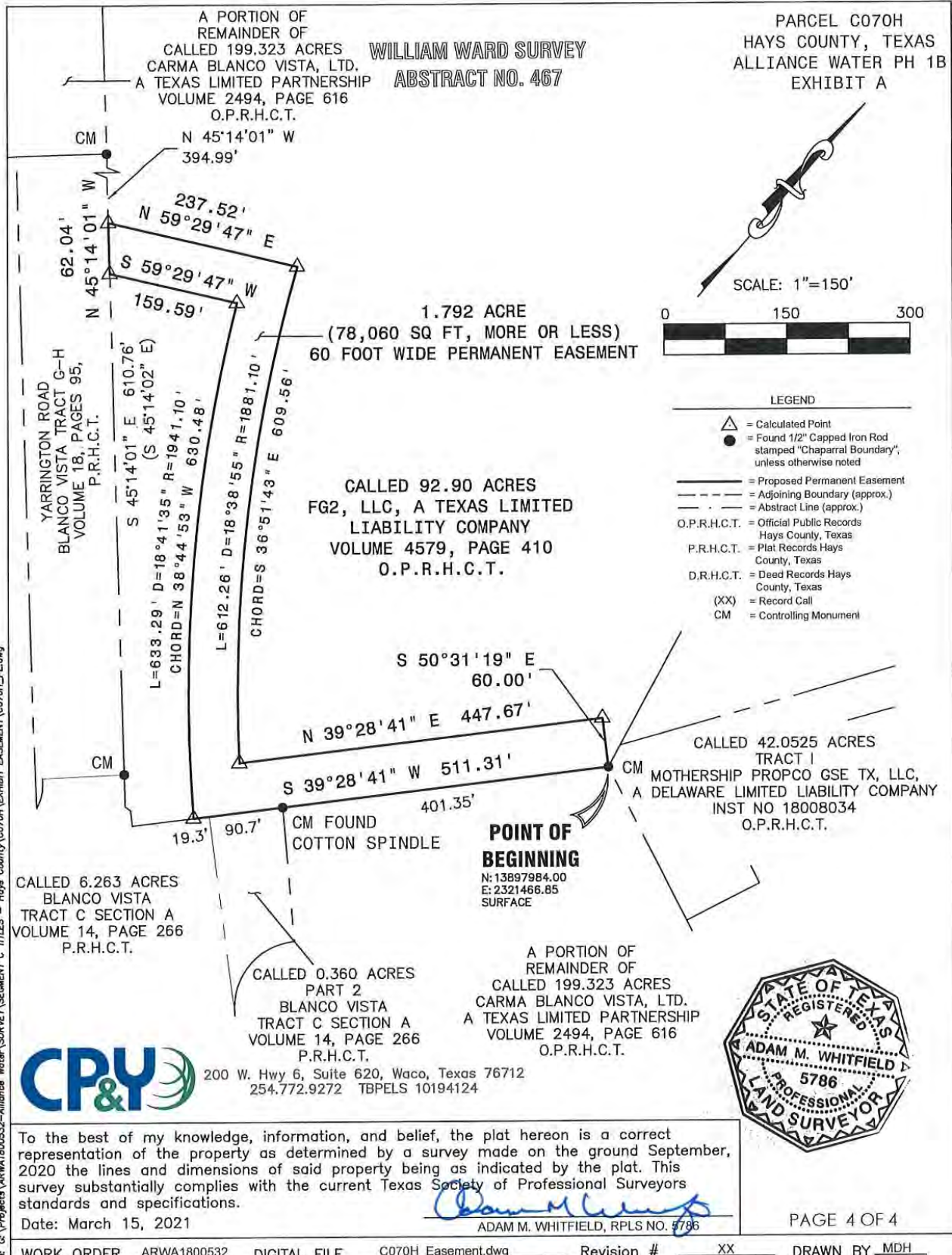
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 3-15-2021
March 15, 2021

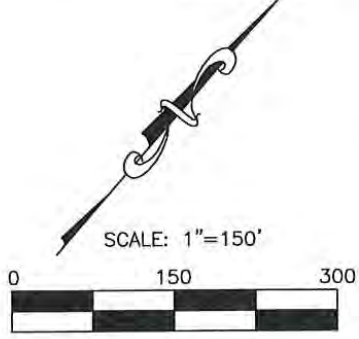




PARCEL C070H
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B
 EXHIBIT A

WILLIAM WARD SURVEY
 ABSTRACT NO. 467

A PORTION OF
 REMAINDER OF
 CALLED 199.323 ACRES
 CARMA BLANCO VISTA, LTD.
 A TEXAS LIMITED PARTNERSHIP
 VOLUME 2494, PAGE 616
 O.P.R.H.C.T.



- LEGEND
- △ = Calculated Point
 - = Found 1/2" Capped Iron Rod stamped "Chaparral Boundary", unless otherwise noted
 - = Proposed Permanent Easement
 - - - = Adjoining Boundary (approx.)
 - · · = Abstract Line (approx.)
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - P.R.H.C.T. = Plat Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument

1.792 ACRE
 (78,060 SQ FT, MORE OR LESS)
 60 FOOT WIDE PERMANENT EASEMENT

CALLED 92.90 ACRES
 FG2, LLC, A TEXAS LIMITED
 LIABILITY COMPANY
 VOLUME 4579, PAGE 410
 O.P.R.H.C.T.

CALLED 42.0525 ACRES
 TRACT I
 MOTHERSHIP PROP CO GSE TX, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY
 INST NO 18008034
 O.P.R.H.C.T.

POINT OF BEGINNING
 N: 13897984.00
 E: 2321466.85
 SURFACE

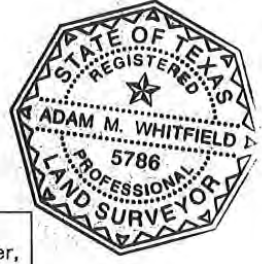
CALLED 6.263 ACRES
 BLANCO VISTA
 TRACT C SECTION A
 VOLUME 14, PAGE 266
 P.R.H.C.T.

CALLED 0.360 ACRES
 PART 2
 BLANCO VISTA
 TRACT C SECTION A
 VOLUME 14, PAGE 266
 P.R.H.C.T.

A PORTION OF
 REMAINDER OF
 CALLED 199.323 ACRES
 CARMA BLANCO VISTA, LTD.
 A TEXAS LIMITED PARTNERSHIP
 VOLUME 2494, PAGE 616
 O.P.R.H.C.T.



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBP/ELS 10194124



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground September, 2020 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: March 15, 2021

Adam M. Whitfield
 ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 4 OF 4

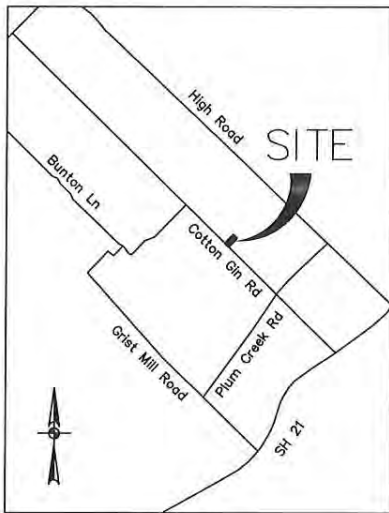
WORK ORDER ARWA1800532 DIGITAL FILE C070H Easement.dwg Revision # XX DRAWN BY MDH

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Date: Mar 15, 2021, 7:04am User: D: miholling File: c:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C070H\EXHIBIT EASEMENT\C070H_LF_E.dwg

Parcel C084H TCE

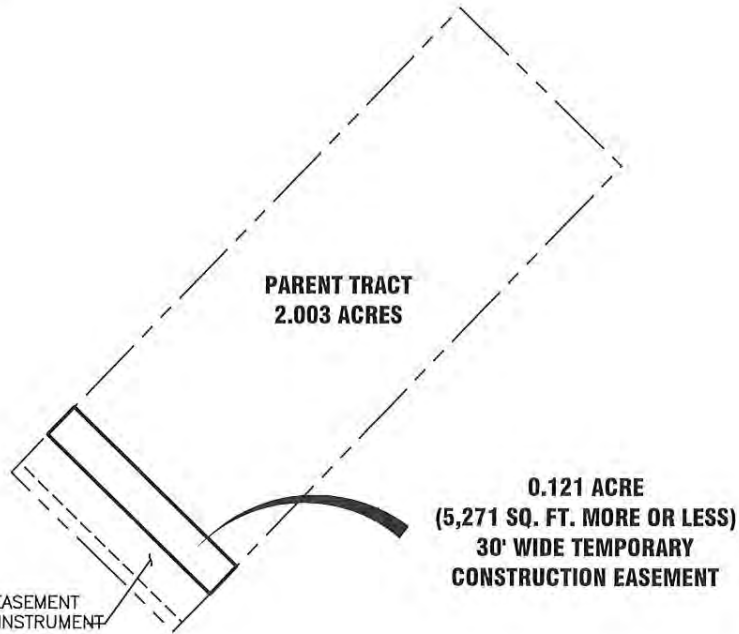
**PARCEL C084H
JENNIFER FOSS AND
JULIE L FOSS AND JOHN A FOSS
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B**



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

**LOCATION MAP
NOT TO SCALE**



Order: Apr 21, 2021, 8:59am User: ID: smith
 File: C:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C084H\EXHIBIT EASEMENT\C084H_TCE_AR22.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPELS 10194124



Partners for a Better Quality of Life

Legal Description
0.121 Acre (5,721 Square Foot, more or less)
30 Foot Wide Temporary Construction Easement

BEING A 0.121 ACRE, 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 2.003 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JENNIFER FOSS, A SINGLE WOMAN, AND JULIE L FOSS AND JOHN A FOSS, WIFE AND HUSBAND, AS RECORDED IN COUNTY CLERKS FILE NUMBER 21018637 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.121 ACRE, 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found, being the westerly common corner of that called 34.803 acre tract of land described in deed to Danny R. Wilson and Beate S. M. Wilson, Trustees under the Wilson Family Trust, dated February 8, 2016, as recorded in County Clerks File Number 16032374 of said O.P.R.H.C.T. and said 2.003 acre tract, also lying in the northeast Right of Way (ROW) of County Road 129 (variable width ROW), commonly known as Cotton Gin Road. From which a crosstie fence corner post found, being the west corner of said 34.803 acre tract, bears N 45° 51' 29" W, a distance of 727.12 feet;

THENCE N 43° 56' 04" E, leaving said ROW, along the common line of said 34.803 and 2.003 acres, a distance of 40.00 feet, to a point at the north corner of a 30 foot wide permanent easement (PE) to be dedicated by separate instrument for the **POINT OF BEGINNING** and the west corner of the tract herein described;

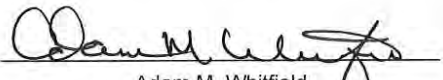
THENCE N 43° 56' 04" E, continuing along said common line a distance of 30.00 feet, to a point for the north corner hereof. From which a 1/2 inch iron rod found, being the northerly common corner of said 34.803 and 2.003 acre tracts, bears N 43° 56' 04" E, a distance of 428.11 feet;

THENCE S 45° 42' 47" E, leaving said common line, over and across said 2.003 acre tract, a distance of 175.36 feet, to a point lying in the southeast line of said 2.003 acre tract, being an interior line of said 34.803 acre tract, for the east corner hereof. From which a 4 inch wood post fence corner at the east corner of said 2.003 acre tract bears N 43° 49' 56" E, a distance of 428.08 feet;

THENCE S 43° 49' 56" W, along said common line a distance of 30.00 feet, to a point at the south corner of said PE for the south corner hereof. From which a 4 inch wood post fence corner at the occupied south corner of said 2.003 acre tract and in said CR 129 northeast ROW line bears S 44° 51' 04" W, a distance of 39.75 feet;

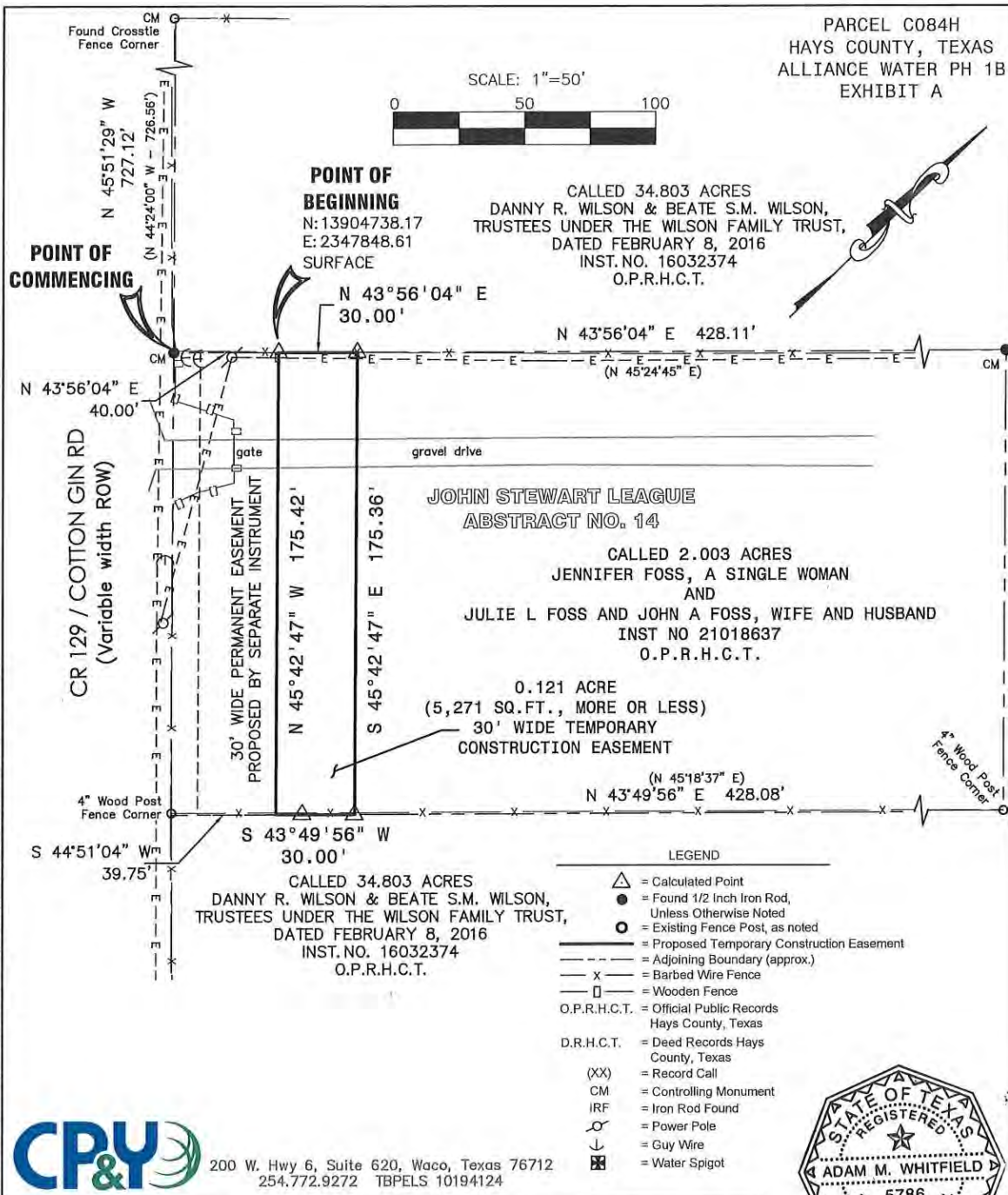
THENCE N 45° 42' 47" W, leaving said common line, over and across said 2.003 acre tract, and along the northeast line of said PE a distance of 175.42 feet, to the **POINT OF BEGINNING** and containing 0.121 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.


Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786



Date: 06.21.21
October 22, 2020
Revised: April 28, 2021
Revised: June 21, 2021



Date: Jun 21, 2021, 8:50am User: D: ssmith
 File: G:\Projects\ARWA1800532-Alliance Water SURVEY\SEGMENT C TITLES - Hays County\C084H\EXHIBIT EASEMENT\C084H_TCE_ROW.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Adam M. Whitfield
 ADAM M. WHITFIELD, RPLS NO. 5786



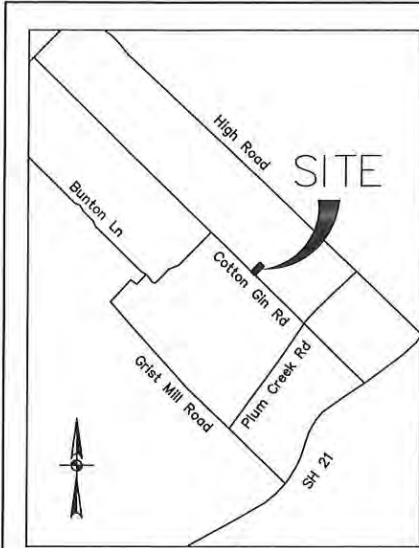
PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C084H TCE.dwg Revision # 02 DRAWN BY SOS

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Parcel C084H PE

PARCEL C084H
 JENNIFER FOSS AND
 JULIE L FOSS AND JOHN A FOSS
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

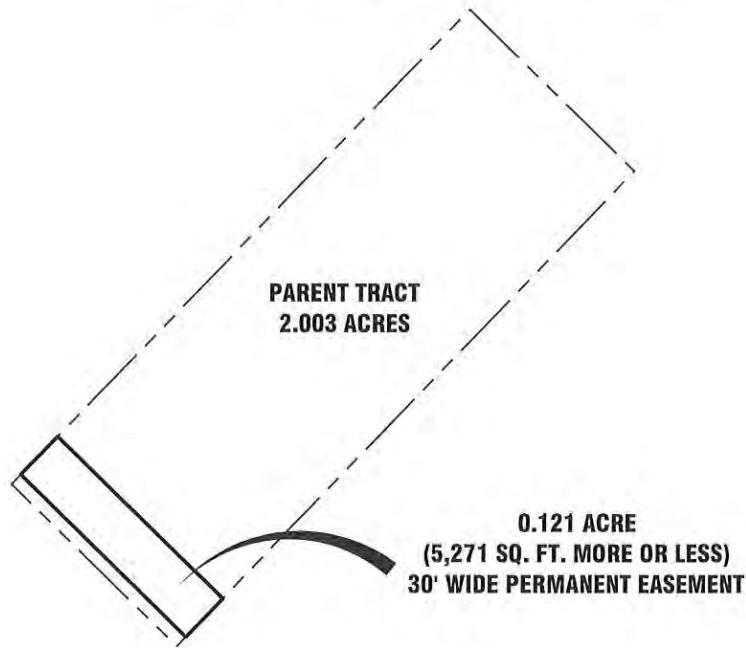
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

TEXAS NATIONAL TITLE, INC.
 GF# T-149174
 ISSUE DATE: JUNE 15, 2021

- 10.1) EASEMENT GRANTED TO PLUM CREEK CONSERVATION DISTRICT, 1.5 ACRES FOR DETENTION STORAGE POOL AND INUNDATION AREA RECORDED IN VOLUME 217, PAGE 30, D.R.H.C.T. (DOES NOT AFFECT)
- 10.2) 10' WIDE WATER PIPELINE AND APPURTENANCES EASEMENT GRANTED TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 229, PAGE 88, D.R.H.C.T. (DOES AFFECT BLANKET BY NATURE)
- 10.3) INGRESS/EGRESS EASEMENT GRANTED TO WILLIAM S. WOLSTON AND JEANETTE WOLSTON RECORDED IN VOLUME 296, PAGE 245, D.R.H.C.T. (DOES NOT AFFECT)



Date: Jun 21, 2021, 8:51am User ID: smith
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C084H\EXHIBIT EASEMENT\C084H_PE_R02.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124

PAGE 1 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C084H PE.dwg REVISION # 02 DRAWN BY SOS

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Partners for a Better Quality of Life

Legal Description
0.121 Acre (5,271 Square Foot, more or less)
30 Foot Wide Permanent Easement

BEING A 0.121 ACRE, 30 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 2.003 ACRE TRACT OF LAND DESCRIBED IN DEED TO JENNIFER FOSS, A SINGLE WOMAN, AND JULIE L FOSS AND JOHN A FOSS, WIFE AND HUSBAND, AS RECORDED IN COUNTY CLERKS FILE NUMBER 21018637 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.121 ACRE, 30 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found, being the westerly common corner of that called 34.803 acre tract of land described in deed to Danny R. Wilson and Beate S. M. Wilson, Trustees under the Wilson Family Trust, dated February 8, 2016, as recorded in County Clerks File Number 16032374 of said O.P.R.H.C.T. and said 2.003 acre tract, also lying in the northeast Right of Way (ROW) of County Road 129 (variable width ROW), commonly known as Cotton Gin Road. From which a cross-tie fence corner post found, being the west corner of said 34.803 acre tract, bears N 45° 51' 29" W, a distance of 727.12 feet;

THENCE N 43° 56' 04" E, leaving said ROW, along the common line of said 34.803 and 2.003 acres, a distance of 10.00 feet, to a point for the **POINT OF BEGINNING** and the west corner of the tract herein described;

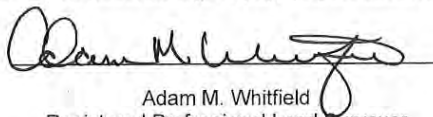
THENCE N 43° 56' 04" E, continuing along said common line a distance of 30.00 feet, to a point for the north corner hereof. From which a 1/2 inch iron rod found, being the northerly common corner of said 34.803 and 2.003 acre tracts, bears N 43° 56' 04" E, a distance of 458.11 feet;

THENCE S 45° 42' 47" E, leaving said common line, over and across said 2.003 acre tract, a distance of 175.42 feet, to a point lying in the southeast line of said 2.003 acre tract, being an interior line of said 34.803 acre tract, for the east corner hereof. From which a 4 inch wood post fence corner at the east corner of said 2.003 acre tract bears N 43° 49' 56" E, a distance of 458.08 feet;

THENCE S 43° 49' 56" W, along said common line a distance of 30.00 feet, to a point for the south corner hereof. From which a 4 inch wood post fence corner at the occupied south corner of said 2.003 acre tract and in said CR 129 northeast ROW line bears S 47° 58' 52" W, a distance of 9.77 feet;

THENCE N 45° 42' 47" W, leaving said common line, over and across said 2.003 acre tract, a distance of 175.47 feet, to the **POINT OF BEGINNING** and containing 0.121 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



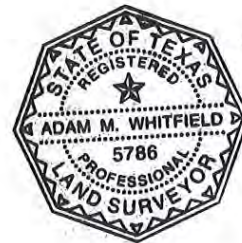
Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: Oct. 21, 2021

October 22, 2020

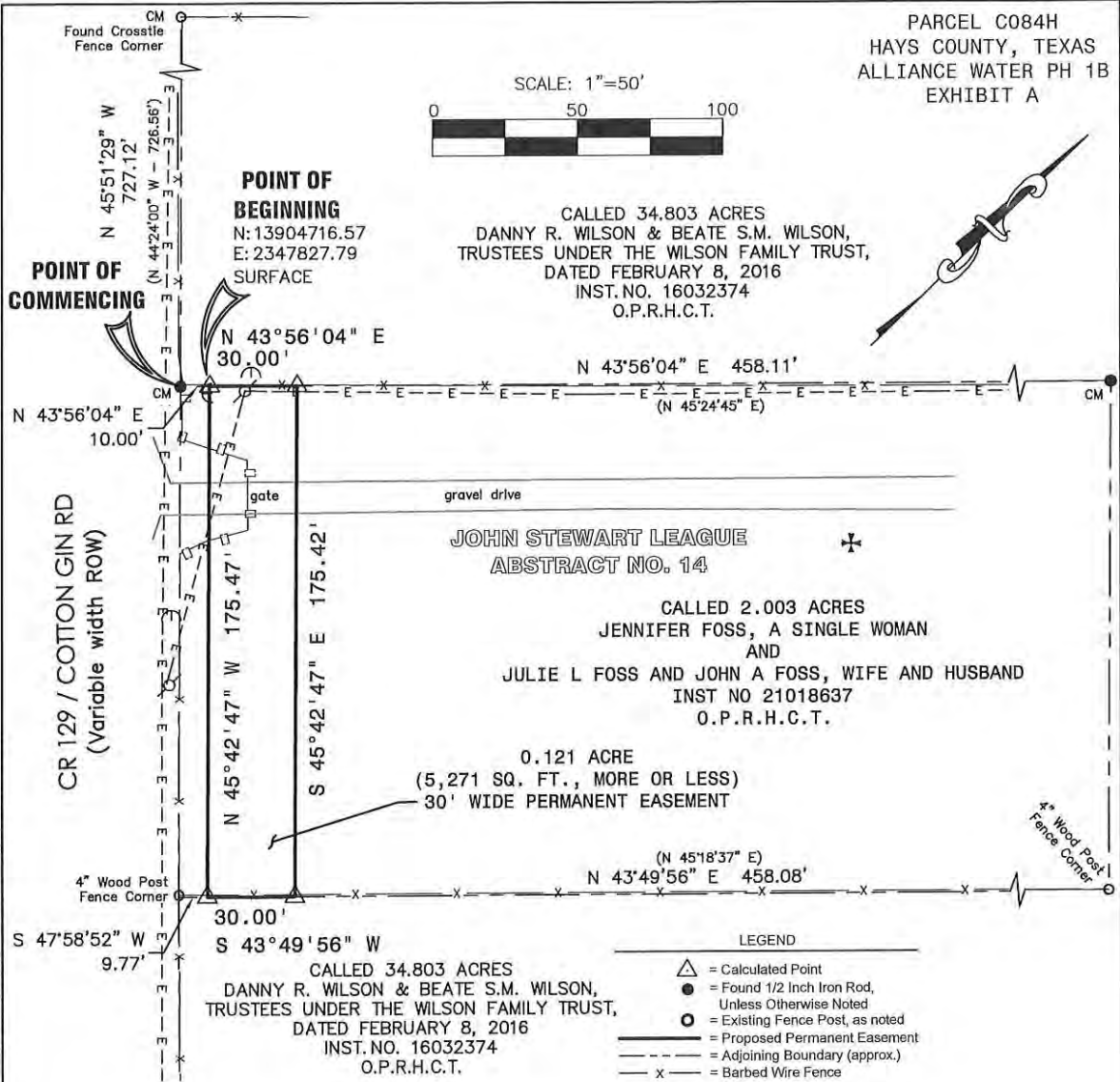
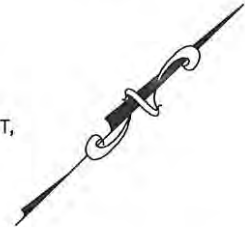
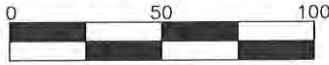
Revised: April 28, 2021

Revised: June 21, 2021



PARCEL C084H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

SCALE: 1"=50'



POINT OF BEGINNING
N: 13904716.57
E: 2347827.79
SURFACE

POINT OF COMMENCING

CR 129 / COTTON GIN RD
(Variable width ROW)

JOHN STEWART LEAGUE
ABSTRACT NO. 14

gravel drive

gate

4" Wood Post Fence Corner

4" Wood Post Fence Corner

LEGEND

- △ = Calculated Point
- = Found 1/2 Inch Iron Rod, Unless Otherwise Noted
- = Existing Fence Post, as noted
- = Proposed Permanent Easement
- - - = Adjoining Boundary (approx.)
- x — = Barbed Wire Fence
- — = Wooden Fence
- E — = Overhead Electric Line
- O.P.R.H.C.T. = Official Public Records Hays County, Texas
- D.R.H.C.T. = Deed Records Hays County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- IRF = Iron Rod Found
- = Power Pole
- ↓ = Guy Wire
- ⊠ = Water Spigot

CALLLED 34.803 ACRES
DANNY R. WILSON & BEATE S.M. WILSON,
TRUSTEES UNDER THE WILSON FAMILY TRUST,
DATED FEBRUARY 8, 2016
INST. NO. 16032374
O.P.R.H.C.T.

CALLLED 2.003 ACRES
JENNIFER FOSS, A SINGLE WOMAN
AND
JULIE L FOSS AND JOHN A FOSS, WIFE AND HUSBAND
INST NO 21018637
O.P.R.H.C.T.

0.121 ACRE
(5,271 SQ. FT., MORE OR LESS)
30' WIDE PERMANENT EASEMENT



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPELS 10194124

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Adam M. Whitfield
ADAM M. WHITFIELD, RPLS No. 5786



PAGE 3 of 3

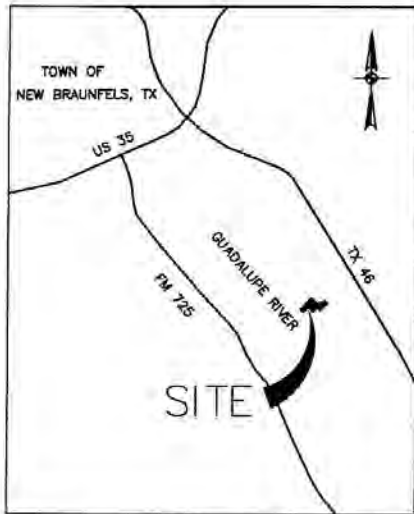
Revised Date: June 21, 2021

WORK ORDER ARWA1800532 DIGITAL FILE C084H PE.dwg Revision # 02 DRAWN BY SOS

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Parcel E004G TCE

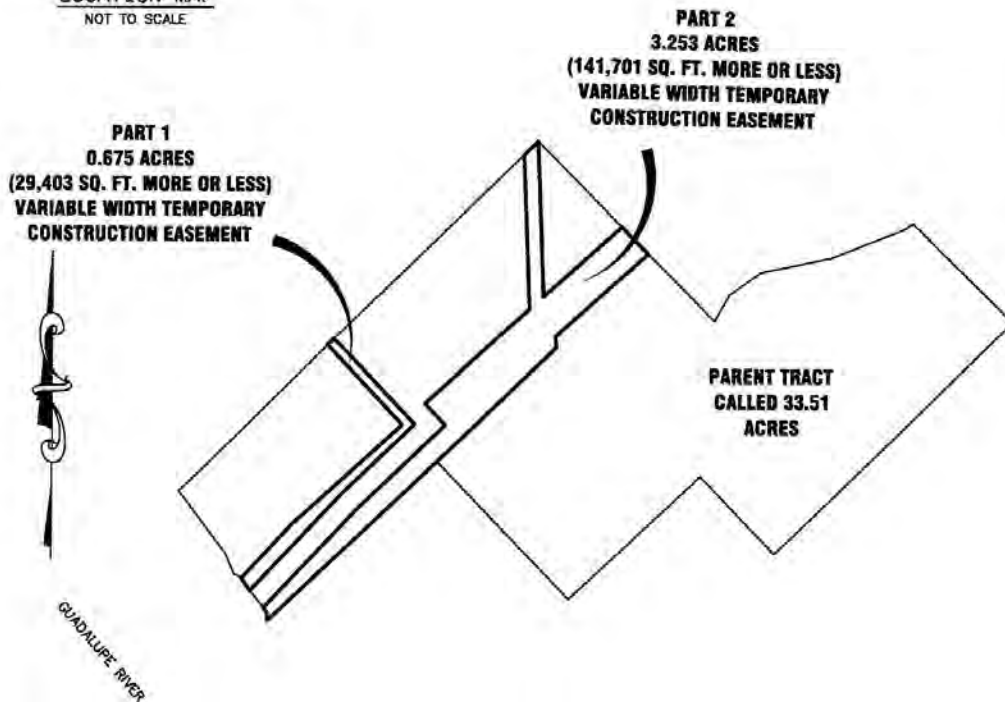
PARCEL E004G
KEITH A. VOGEL
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN FIELD VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY SAM. THERE MAY BE ADDITIONAL UTILITIES THAT SAM HAS NOT BEEN ADVISED OF.



Date: Jun 08, 2023, 4:43pm User: jayakorman
File: \\server\GIS\PROJECTS\10180A-808E\100\Survey\AsPrinted\Segment_E_Parcel\E004G_TCE_Temporary Easement\E004G_TCE_SURVFACE_03.dwg



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PAGE 1 OF 8

WORK ORDER ARWA18005832

DIGITAL FILE E004G_TCE_SURFACE

REVISION # 3

DRAWN BY DJC

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SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS # 10064300



Legal Description
(Part 1) 0.675 Acres (29,403 Square Foot)
(Part 2) 3.253 Acres (141,701 Square Foot)
Variable Width Temporary Construction Easement

BEING A 0.675 ACRE (PART 1) AND A 3.253 (PART 2) ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE A.M. ESNAURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 33.51 ACRE TRACT OF LAND DESCRIBED AS TRACT I IN A DEED TO KEITH A. VOGEL, AND RECORDED IN DOCUMENT NO. 2017007626, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, (O.P.R.G.C.T.); SAID 0.675 ACRE (PART 1) AND A 3.253 (PART 2) ACRE VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.675 ACRES)

COMMENCING at a 1/2-inch iron rod stamped "HMT" found on the common line of a called 89.9 acre tract described as First Tract in a deed to HKEK, LLC, and recorded in Volume 3037, Page 745, O.P.R.G.C.T., and said Tract I, for the north corner of said Tract I, same being an angle corner of a called 27.50 acre tract described as Tract II in a deed to Ashley Diane Collier, and recorded in Document No. 2017010402, O.P.R.G.C.T.;

THENCE S 45° 32' 03" W, with the northwest line of said Tract I, a distance of 787.74 feet, to a point, for the **POINT OF BEGINNING** and the north corner of this variable width temporary construction easement;

THENCE continuing over and across said Tract I, the following three (3) courses and distances:

- 1) S 43° 45' 17" E, a distance of 324.08 feet, to a point, for the east corner of this easement,
- 2) S 46° 14' 36" W, a distance of 280.64 feet, to a point, for an angle corner of this easement, and
- 3) S 42° 56' 59" W, a distance of 369.22 feet, to a point, on the southwest line of said Tract I, same being the 575 foot contour line as provided by CP&Y on 4-22-2020, for the south corner of this easement;

THENCE with said southwest line of said Tract I, and said 575 foot contour line, the following two (2) courses and distances:

- 1) N 38° 01' 50" W, a distance of 12.36 feet, to a point, for an angle corner of this easement, and
- 2) N 34° 17' 07" W, a distance of 29.97 feet, to a point, for the west corner of this easement. From said point, a 1/2-inch iron pipe leaning found, bears N 36° 52' 48" W, 331.94 feet;



THENCE , departing said southwest line of said Tract I, and said 575 foot contour line, over and across said Tract I, the following three (3) courses and distances:

- 1) N 42° 30' 13" E, a distance of 206.44 feet, to a point, for an angle corner of this easement, and
- 2) N 47° 48' 38" E, a distance of 412.24 feet, to a point, for an angle point of this easement, and
- 3) N 43° 45' 17" W, a distance of 300.94 feet, to a point on the common line of said 89.9 acre tract, and Tract I,

THENCE, N 45° 32' 03" E, with said common line, a distance of 25.00 feet for the the **POINT OF BEGINNING** and containing 0.675 acres, more or less.

PART 2 (3.253 ACRES)

COMMENCING at a 1/2-inch iron rod stamped "HMT" found for an angle corner of said Tract I, same being an angle corner of a called 27.50 acre tract described as Tract II in a deed to Ashley Diane Collier, recorded in Document No. 2017010402, O.P.R.G.C.T.;

THENCE N 44° 28' 12" W, with the common line of said Tract I, and said Tract II, a distance of 263.28 feet, to a point, for the **POINT OF BEGINNING** and an angle corner of this variable width temporary construction easement;

THENCE departing said common line, over and across said Tract I, the following five (5) courses and distances:

- 1) S 47° 46' 18" W, a distance of 344.19 feet, to a point, for an angle corner of this easement,
- 2) S 02° 17' 04" E, a distance of 32.14 feet, to a point, for an angle corner of this easement,
- 3) S 46° 24' 37" W, a distance of 1,100.44 feet, to a point, for an angle corner of this easement,
- 4) N 01° 56' 10" W, a distance of 23.56 feet, to a point, for an angle corner of this easement, and
- 5) N 38° 01' 49" W, with said southwest line of said Tract I, and the 575 foot contour line as provided by CP&Y on 4-22-2020, a distance of 16.24 feet to a point, on the southwest line of said Tract I, same being said 575 foot contour line, for an angle corner of this easement;



THENCE, departing said southwest line of said Tract I, and said 575 foot contour line, over and across said Tract I, the following six (6) courses and distances:

- 1) N 42° 56' 19" E, a distance of 377.29 feet, to a point, for an angle corner of this easement,
- 2) N 46° 14' 47" E, a distance of 338.65 feet, to a point, for an angle corner of this easement,
- 3) N 43° 45' 17" W, a distance of 80.84 feet, to a point, for an angle corner of this easement,
- 4) N 47° 46' 19" E, a distance of 203.87 feet, to a point, for an angle corner of this easement,
- 5) N 47° 46' 18" E, a distance of 184.77 feet, to a point, for an angle corner of this easement, and
- 6) N 02° 17' 04" W, a distance of 430.66 feet, to a point on the common line of a called 89.9 acre tract described as First Tract in a deed to HKEK, LLC, and recorded in Volume 3037, Page 745, O.P.R.G.C.T., and said Tract I,

THENCE, N 45° 32' 02" E, with said common line, a distance of 53.98 feet, to a 1/2-inch iron rod stamped "HMT" found, on said common line for the north corner of said Tract I, same being an angle corner of said Tract II;

THENCE departing said common line, over and across said Tract I, the following two (2) courses and distances:

- 1) S 02° 17' 04" E, a distance of 433.41 feet, to a point, for an angle corner of this easement, and
- 2) N 47° 46' 18" E, a distance of 291.28 feet, to a point, on the common line of said Tract I and said Tract II, for an angle corner of this easement;

INTENTIONAL LEFT BLANK



THENCE S 44° 28' 12" E, with the common line of said Tract I, and said Tract II, a distance of 105.08 feet, to the **POINT OF BEGINNING** and containing 3.253 acres, more or less.

PART 1 (0.675 ACRES)

PART 2 (3.253 ACRES)

TOTAL- 3.928 ACRES

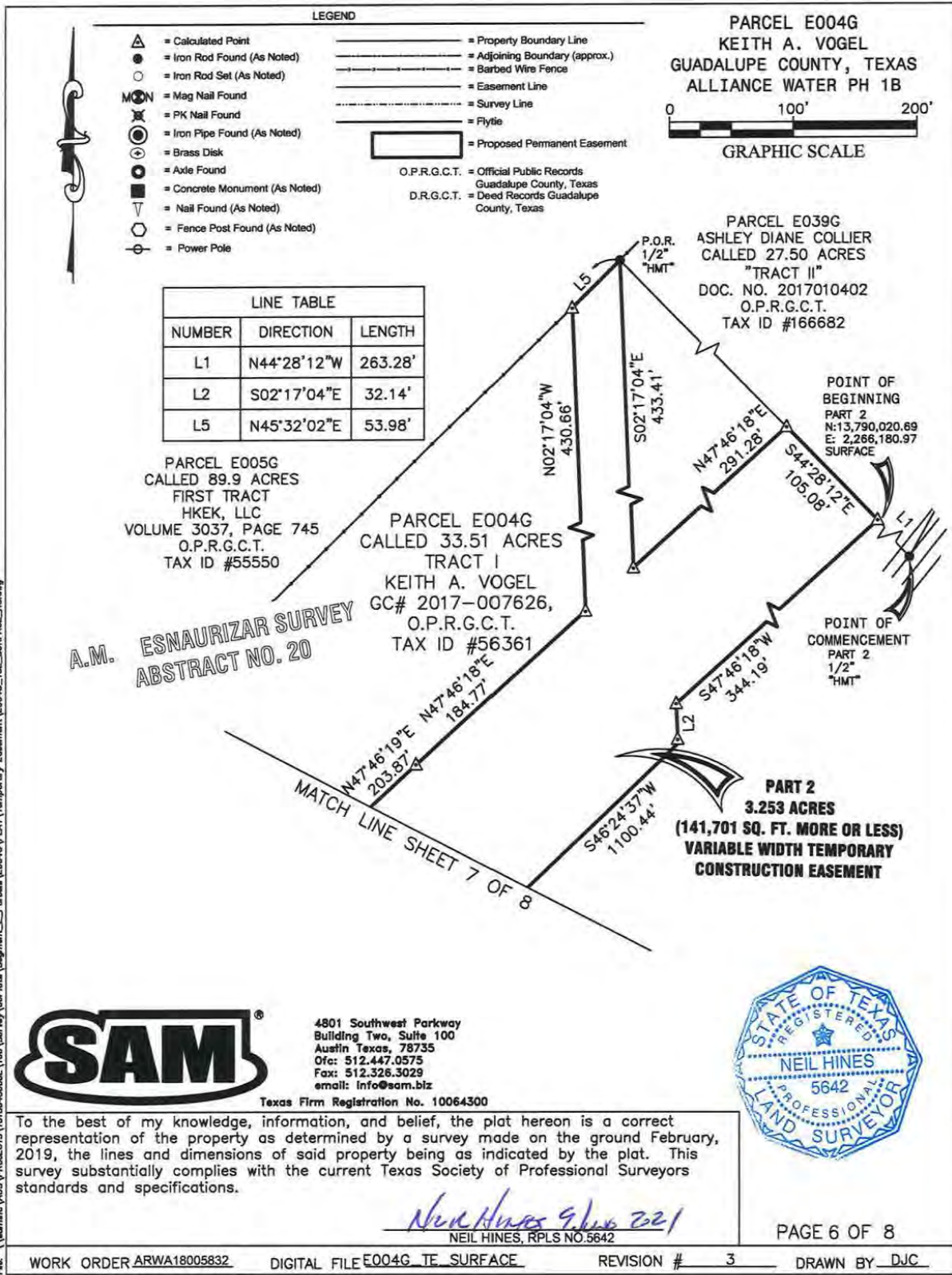
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



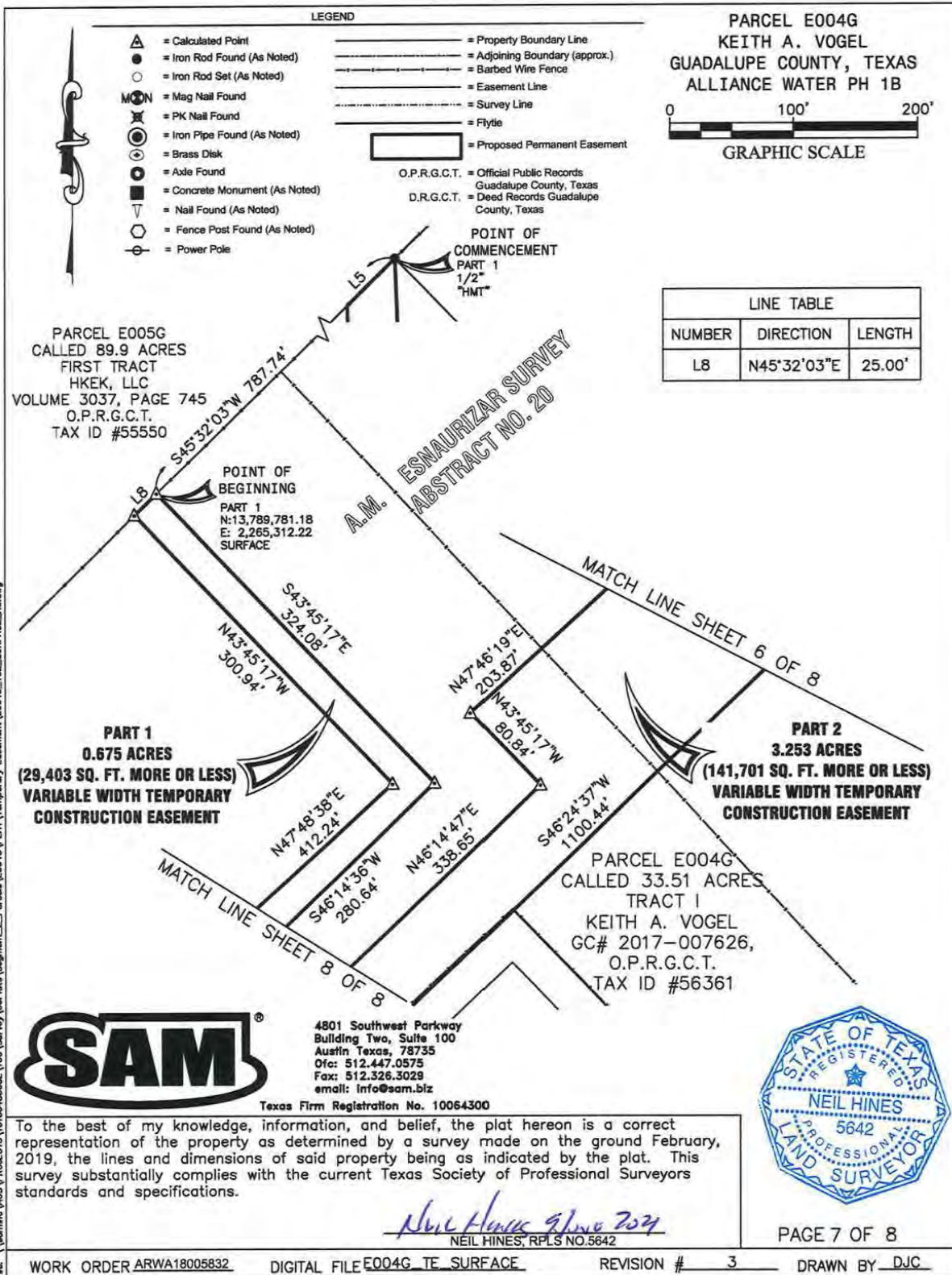
Neil Hines

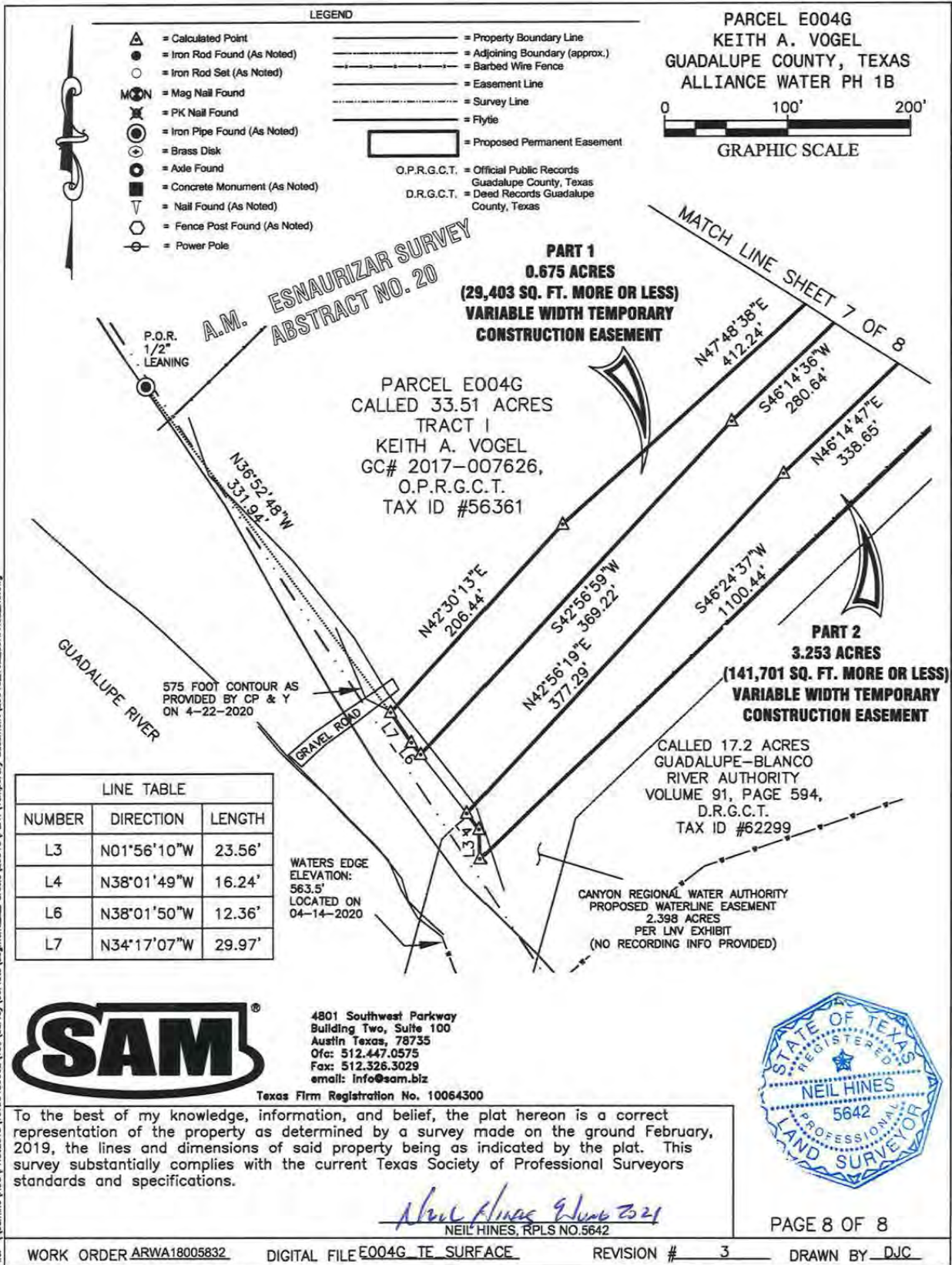
Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 9 June 2021



Date: Jun 08, 2021, 4:46pm User ID: Joyce Roman File: \\samba\GIS\PROJECTS\101804-3606E\100\Survey\08Plats\Segment_L_Parcels\E004G\PLAT\Temporary Easement\E004G_TE_SURFACE_A3.dwg





LEGEND

- △ = Calculated Point
- = Iron Rod Found (As Noted)
- = Iron Rod Set (As Noted)
- ⊙ = Mag Nail Found
- ⊗ = PK Nail Found
- ⊙ = Iron Pipe Found (As Noted)
- ⊙ = Brass Disk
- ⊙ = Axle Found
- ⊙ = Concrete Monument (As Noted)
- ▽ = Nail Found (As Noted)
- = Fence Post Found (As Noted)
- ⊙ = Power Pole
- = Property Boundary Line
- - - = Adjoining Boundary (approx.)
- = Barbed Wire Fence
- = Easement Line
- = Survey Line
- = Flytie
- ▭ = Proposed Permanent Easement

O.P.R.G.C.T. = Official Public Records
Guadalupe County, Texas
D.R.G.C.T. = Deed Records Guadalupe
County, Texas

PARCEL E004G
KEITH A. VOGEL
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B

0 100' 200'

GRAPHIC SCALE

A.M. ESNOURIZAR SURVEY
ABSTRACT NO. 20

PART 1
0.675 ACRES
(29,403 SQ. FT. MORE OR LESS)
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT

PARCEL E004G
CALLED 33.51 ACRES
TRACT I
KEITH A. VOGEL
GC# 2017-007626,
O.P.R.G.C.T.
TAX ID #56361

MATCH LINE SHEET 7 OF 8

PART 2
3.253 ACRES
(141,701 SQ. FT. MORE OR LESS)
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT

CALLLED 17.2 ACRES
GUADALUPE-BLANCO
RIVER AUTHORITY
VOLUME 91, PAGE 594,
D.R.G.C.T.
TAX ID #62299

CANYON REGIONAL WATER AUTHORITY
PROPOSED WATERLINE EASEMENT
2.398 ACRES
PER LNV EXHIBIT
(NO RECORDING INFO PROVIDED)

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N01°56'10"W	23.56'
L4	N38°01'49"W	16.24'
L6	N38°01'50"W	12.36'
L7	N34°17'07"W	29.97'

WATERS EDGE
ELEVATION:
563.5'
LOCATED ON
04-14-2020



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground February, 2019, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Neil Hines
NEIL HINES, RPLS NO. 5642



PAGE 8 OF 8

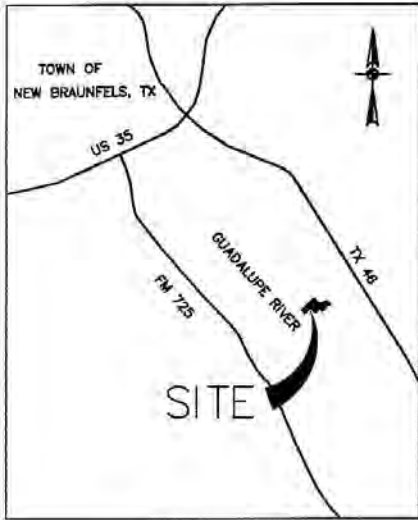
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WORK ORDER ARWA18005832 DIGITAL FILE E004G TE_SURFACE REVISION # 3 DRAWN BY DJC

© 2020 ALL RIGHTS RESERVED

Parcel E004G PE

PARCEL E004G
KEITH A. VOGEL
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN FIELD VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY SAM. THERE MAY BE ADDITIONAL UTILITIES THAT SAM HAS NOT BEEN ADVISED OF

SCHEDULE B COMMENTS:

ON PAGE 2 OF 6

1.429 ACRES
(62,247 SQ. FT. MORE OR LESS)
60 FOOT WIDE
PERMANENT EASEMENT

PARENT TRACT
CALLED 33.51
ACRES



GUADALUPE RIVER



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Building Two, Suite 100
Austin Texas, 78735
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Fax: 512.326.3029
email: info@sam.biz
Texas Firm Registration No. 10064300

PAGE 1 OF 6

Date: Jan 04, 2021, 3:16pm User: dr: aguekoman
File: \\samsfr\GIS\PROJECTS\101\B03\B03E\1001\Survey\Deliveria\Segment_L_Parcel E004G\PLAT\00\E004G_PE_SURFACE_PLT.dwg

WORK ORDER ARWA18005832

DIGITAL FILE E004G_PE_SURFACE

REVISION # 3

DRAWN BY DJC

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PARCEL E004G
 KEITH A. VOGEL
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 OF # CTA-21-CTA1900943G
 ISSUE DATE: MARCH 20, 2019

- 10.g.) THE TERMS, PROVISIONS, CONDITIONS, EASEMENTS, COVENANTS AND OPTIONS AS SET OUT IN VOLUME 4200, PAGE 829, VOLUME 4200, PAGE 831, VOLUME 4200, PAGE 833, VOLUME 4200, PAGE 835 AND INST. 2015020954, O.P.R.G.C.T. (DO AFFECT)
- 10.m.) EASEMENT BETWEEN HARVEY L. VOGEL, GRANTOR AND SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE RECORDED ON 06/25/1972 IN VOLUME 457, PAGE 438, D.R.G.C.T. (DOES NOT AFFECT) (NOT ON SUBJECT TRACT)
- 10.n.) EASEMENT BETWEEN RUDY SEIDEL AND HARVEY VOGEL, GRANTOR AND COMAL GUADALUPE COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT CLEAR SPRING, GRANTEE RECORDED ON 03/21/1978 IN VOLUME 552, PAGE 612, D.R.G.C.T. (DOES NOT AFFECT) (NOT ON SUBJECT TRACT)
- 10.o.) RIGHT-OF-WAY EASEMENT BETWEEN HARVEY VOGEL AND WIFE, ELIZABETH P. VOGEL, GRANTOR AND SPRINGS HILL WATER SUPPLY CORP., GRANTEE RECORDED ON 04/26/1979 IN VOLUME 576, PAGE 679, D.R.G.C.T. (DOES NOT AFFECT) (NOT ON SUBJECT TRACT)
- 10.p.) REAL ESTATE EASEMENT BETWEEN HARVEY L. VOGEL AND WIFE, ELIZABETH F. VOGEL, GRANTOR AND CANYON REGIONAL WATER AUTHORITY, GRANTEE RECORDED ON 10/20/1982 IN VOLUME 1011, PAGE 441, O.P.R.G.C.T. (DOES AFFECT) (BLANKET EASEMENT)
- 10.q.) WATER TRANSMISSION LINE EASEMENT BETWEEN HARVEY L. VOGEL, ET UX, ELIZABETH P. VOGEL, GRANTOR AND CANYON REGIONAL WATER AUTHORITY, GRANTEE RECORDED ON 07/14/1993 IN VOLUME 1049, PAGE 495, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.r.) REAL ESTATE/UTILITY EASEMENT FOR PURPOSES OF ROADWAY ACCESS/EGRESS-INGRESS, INSTALLATION, MAINTENANCE, CONSTRUCTION, AND RE-CONSTRUCTION OF ROADWAY AND ALL REQUISITE UTILITIES BETWEEN HARVEY L. VOGEL, ET UX, ELIZABETH P. VOGEL, GRANTOR AND CANYON REGIONAL WATER AUTHORITY, GRANTEE RECORDED ON 11/10/1993 IN VOLUME 1068, PAGE 3, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.s.) REAL ESTATE EASEMENT BETWEEN HARVEY L. VOGEL, GRANTOR AND SPRINGS HILL WATER SUPPLY CORPORATION, GRANTEE RECORDED ON 10/23/1992 IN VOLUME 1012, PAGE 97, O.P.R.G.C.T. (DOES AFFECT) (BLANKET EASEMENT)
- 10.t.) ELECTRIC LINE RIGHT-OF-WAY AGREEMENT BETWEEN HARVEY VOGEL AND WIFE, ELIZABETH P. VOGEL, GRANTOR AND THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES, GRANTEE RECORDED ON 09/14/1984 IN VOLUME 1115, PAGE 85, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.u.) PIPELINE EASEMENT BETWEEN HARVEY VOGEL AND ELIZABETH P. VOGEL, GRANTOR AND GUADALUPE-BLANCO RIVER AUTHORITY (GBRA), GRANTEE RECORDED ON 10/06/1998 IN VOLUME 1376, PAGE 69B, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.v.) ROADWAY EASEMENT BETWEEN HARVEY VOGEL AND WIFE, ELIZABETH P. VOGEL, GRANTOR AND GUADALUPE-BLANCO RIVER AUTHORITY AND CANYON REGIONAL WATER AUTHORITY, GRANTEE RECORDED ON 10/18/2000 IN VOLUME 1549, PAGE 731, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.w.) ELECTRIC LINE RIGHT-OF-WAY AGREEMENT BETWEEN STEVEN L. VOGEL AND WIFE, RACHEL L. VOGEL, GRANTOR AND THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES, GRANTEE RECORDED ON 05/05/2003 IN VOLUME 1838, PAGE 688, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.x.) ELECTRIC LINE RIGHT-OF-WAY AGREEMENT BETWEEN HARVEY VOGEL AND WIFE, ELIZABETH P. VOGEL, GRANTOR AND THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES, GRANTEE RECORDED ON 05/05/2003 IN VOLUME 1638, PAGE 671, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.y.) MEMORANDUM OF LEASE BETWEEN HARVEY L. VOGEL AND ELIZABETH P. VOGEL, LANDLORD AND VOCESTREAM PCS II CORPORATION, A DELAWARE CORPORATION, TENANT RECORDED ON 03/31/2005 IN VOLUME 2137, PAGE 50, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.z.) RELEASE OF MEMORANDUM OF LEASE AND OPTION BETWEEN HARVEY L. VOGEL AND ELIZABETH P. VOGEL, LANDLORD AND T-MOBIL TEXAS, L.P. (FKA VOCESTREAM PCS II CORPORATION), TENANT RECORDED ON 04/20/2006 IN VOLUME 2301, PAGE 160, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.aa.) PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT, EXCLUSIVE WATER TRANSMISSION LINE AND RIGHT-OF-WAY EASEMENT BETWEEN STEVEN L. VOGEL, KEITH A. VOGEL, COLLEEN VOGEL SANFORD, AND PEGGY LYNN DAVIS, GRANTOR AND CANYON REGIONAL WATER AUTHORITY, GRANTEE RECORDED ON 09/18/2014 IN VOLUME 4275, PAGE 147, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.ab.) RELEASE OF RESTRICTIONS BETWEEN ELIZABETH P. VOGEL, WIDOW OF HARVEY L. VOGEL, GRANTOR AND COLLEEN VOGEL SANFORD, PEGGY LYNN DAVIS, STEVEN L. VOGEL AND KEITH A. VOGEL, GRANTEE RECORDED ON 10/12/2015 IN INST. 2015020954, O.P.R.G.C.T. (REFERENCES RESTRICTIONS RECORDED IN VOLUME 4200, PAGE 829, VOLUME 4200, PAGE 831, VOLUME 4200, PAGE 833 AND VOLUME 4200, PAGE 835). (DOES AFFECT)
- 10.ac.) ELECTRIC EASEMENT BETWEEN STEVEN L. VOGEL AND KEITH A. VOGEL, GRANTOR AND NEW BRAUNFELS UTILITIES (NBU), GRANTEE RECORDED ON 05/25/2016 IN INST. 2016010921, O.P.R.G.C.T. (DOES AFFECT)
- 10.ad.) UTILITY EASEMENT BETWEEN KEITH A. VOGEL, COLLEEN VOGEL-SANFORD, AND PEGGY LYNN DAVIS, GRANTOR AND NEW BRAUNFELS UTILITIES, GRANTEE RECORDED ON 01/06/2017 IN INST. 2017000492, O.P.R.G.C.T. (DOES NOT AFFECT)
- 10.af.) ABANDONMENT OF EASEMENT TO HARVEY L. VOGEL AND ELIZABETH P. VOGEL, EASEMENT #1 AND STEVEN L. VOGEL AND RACHEL L. VOGEL, EASEMENT #2 EXECUTED BY NEW BRAUNFELS UTILITIES RECORDED ON 04/24/2017 IN INST. 2017008865, O.P.R.G.C.T. (REFERENCES EASEMENTS RECORDED IN VOLUME 1838, PAGE 688 AND VOLUME 1838, PAGE 671). (DOES NOT AFFECT)

Date: Jun 04, 2021, 3:17pm User: dj... Job: Survey... File: \Projects\Projects\1016045086\100\Survey\Original\Segment_E_Parcel\CDR\PLAT\001\0040_P1-SURFACE_03.dwg



4801 Southwest Parkway
 Building Two, Suite 100
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 Fax: 512.326.3029
 email: info@sam.biz
 Texas Firm Registration No. 10064500



SAM, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
Ofc 512.447.0575 Fax 512.326.3029
info@sam.biz www.sam.biz TBPLS # 10064300



Legal Description
1.429 Acres (62,247 Square Foot)
60 Foot Wide Permanent Easement

BEING A 1.429 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE A.M. ESNAURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 33.51 ACRE TRACT OF LAND DESCRIBED AS TRACT I IN A DEED TO KEITH A. VOGEL, AND RECORDED IN DOCUMENT NO. 2017007626, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, (O.P.R.G.C.T.); SAID 1.429 ACRE 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod stamped "HMT" found for an angle corner of said Tract I, same being an angle corner of a called 27.50 acre tract described as Tract II in a deed to Ashley Diane Collier, and recorded in Document No. 2017010402, O.P.R.G.C.T.;

THENCE N 44° 28' 12" W, with the common line of said Tract I, and said Tract II, a distance of 700.90 feet, to a 1/2-inch iron rod stamped "HMT" found on the common line of a called 89.9 acre tract described as First Tract in a deed to HKEK, LLC, and recorded in Volume 3037, Page 745, O.P.R.G.C.T., and said Tract I, for the north corner of said Tract I;

THENCE S 45°32'03" W, with the northwest line of said Tract I, a distance of 727.74 feet to the **POINT OF BEGINNING** and the northeast corner of this 60 Foot Wide Permanent Easement;

THENCE departing said northwest line of said Tract I, over and across said Tract I, the following three (3) courses and distances:

- 1) S 43° 45' 17" E, a distance of 384.83 feet, to a point, for an angle corner of this easement,
- 2) S 46° 14' 47" W, a distance of 338.65 feet, to a point, for an angle corner of this easement,
- 3) S 42° 56' 19" W, a distance of 377.29 feet, to a point, on the southwest line of said Tract I, same being the 575 foot contour line as provided by CP&Y on 4-22-2020, for the southeast corner of this easement;

THENCE N 38° 01' 49" W, with said southwest line of said Tract I, and said 575 foot contour line, a distance of 60.83 feet, to a point, for this southwest easement corner. From said point, a 1/2-inch iron pipe leaning found, bears N 36° 42' 37" W, 374.23 feet;



THENCE, departing said southwest line of said Tract I, and said 575 foot contour line, over and across said Tract I, the following three (3) courses and distances:

- 1) N 42° 56' 59" E, a distance of 369.22 feet, to a point, for an angle corner of this easement,
- 2) N 46° 14' 36" E, a distance of 280.64 feet, to a point, for an angle corner of this easement, and
- 3) N 43° 45' 17" W, a distance of 324.08 feet, to a point, on the common line of said Tract I and said called 89.9 acre tract, for the northwest corner of this easement;

THENCE N 45° 32' 03" E, with the common line of said Tract I and said 89.9 acre tract, a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing 1.429 acres, more or less.

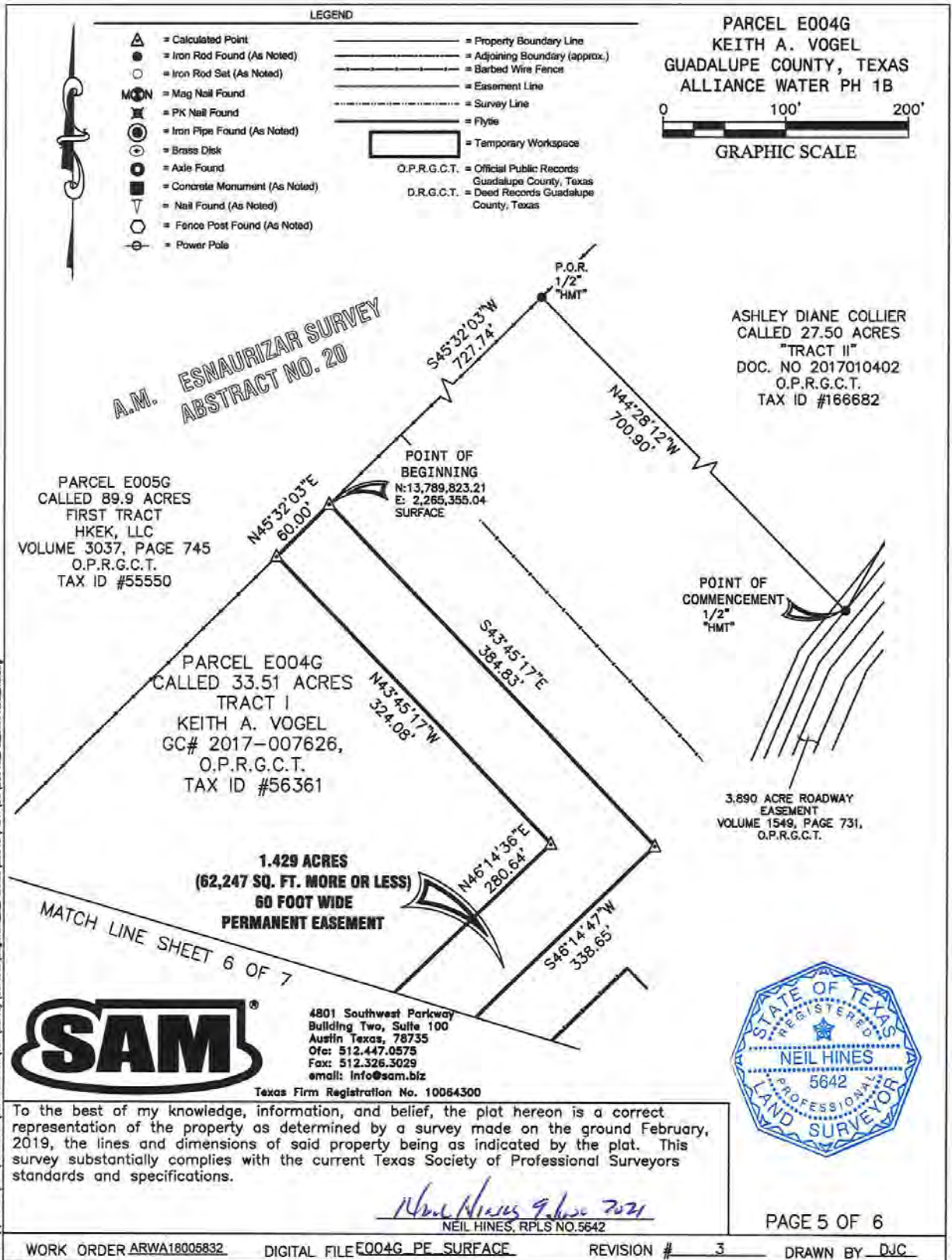
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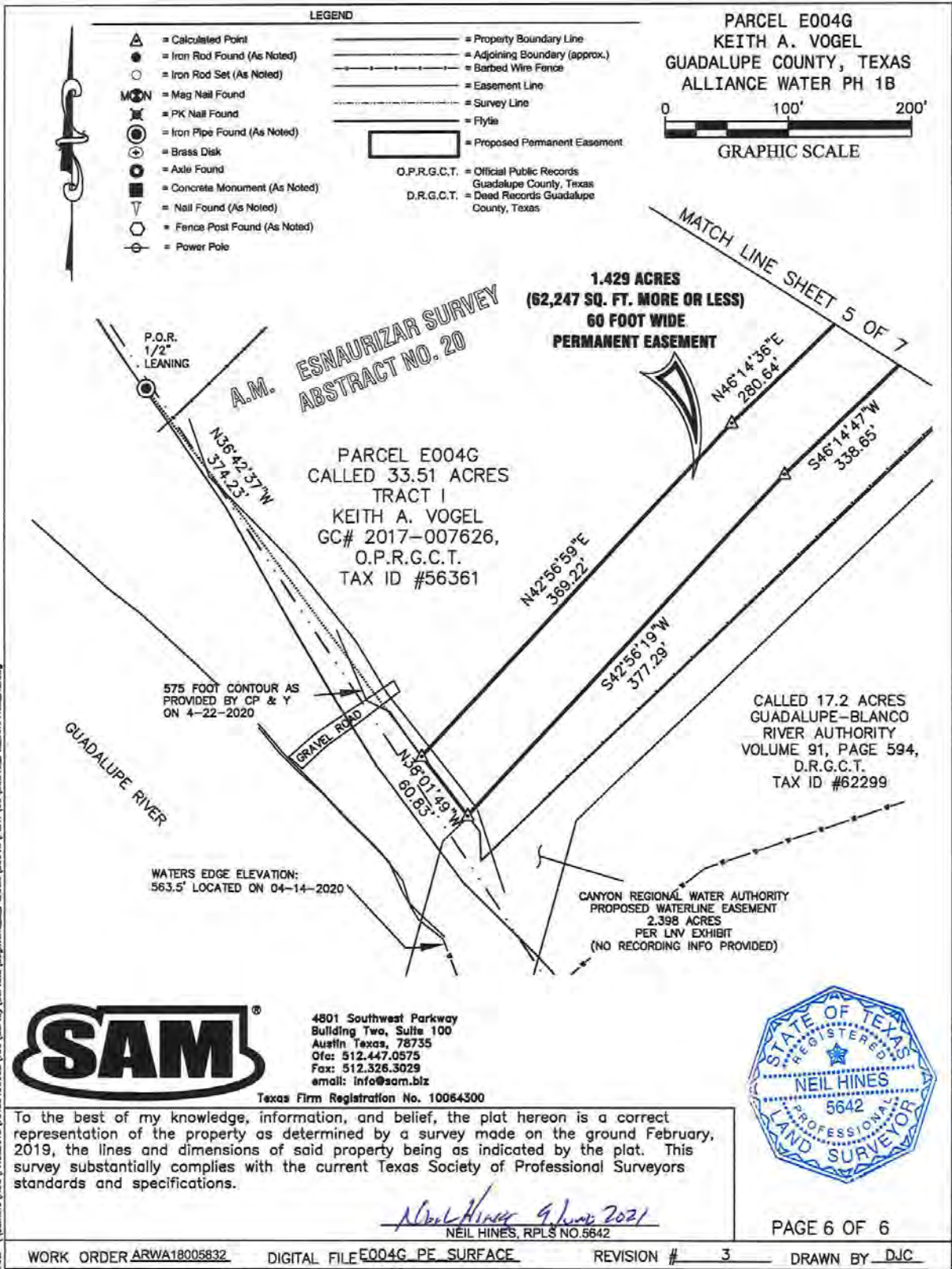
Neil Hines

Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 9 June 2021





REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, December 15, 2021 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

K. ADJOURNMENT
