

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 P.M.

Call-In Number: 1-346-248-7799
Meeting ID: 883 0489 7366
Passcode: 502711

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
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 21, 2022, 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: 875 1870 3845

Passcode: 916485

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 21, 2022. 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 16, 2022.
~ Graham Moore, P.E., Executive Director

E. PUBLIC HEARINGS / PRESENTATIONS

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

 - H.2 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.3 Consider adoption of Resolution 2022-12-21-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment E Project, contingent upon approval of the award by the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*

 - H.4 Consider adoption of Resolution 2022-12-21-002 approving Work Order #6 with Walker Partners, LLC for Construction Administration Services on the Authority's Phase 1B Segment E Project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

 - H.5 Consider adoption of Resolution 2022-12-21-003 approving Work Order #7 with Pape-Dawson Engineers, Inc. for Construction Management and Inspection Services on the Authority's Phase 1B program, as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

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- H.6 Consider adoption of Resolution 2022-12-21-004 approving a Pipeline Crossing Agreement between the Authority and the Union Pacific Railroad Company for the Segment C pipeline near Kohler's Crossing in Kyle. ~ *Graham Moore, P.E., Executive Director*

- H.7 Consider adoption of Resolution 2022-12-21-005 setting the Authority's priorities for the 88th Texas Legislative Session. ~ *Graham Moore, P.E., Executive Director*. ~ *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*
 - D. *Rocco Moses, James Paul Moses and Richard Lawrence v. Alliance Regional Water Authority, Cause No. 22-O-383 filed in Caldwell County District Court and related disputes with Rocco Moses, James Paul Moses and Richard Lawrence*

 - 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. *Rocco Moses, James Paul Moses and Richard Lawrence v. Alliance Regional Water Authority, Cause No. 22-O-383 filed in Caldwell County District Court and related disputes with Rocco Moses, James Paul Moses and Richard Lawrence, including possible settlement agreement and direction to Staff*

- K. ADJOURNMENT

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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 (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 – Assistant Director of Public Works)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2025	
Humberto Ramos – Vice Chair (CRWA – Water Resources Director)	April 2024	
Amber Lewis (Kyle – Assistant City Manager)	April 2024	
Tyler Hjorth (San Marcos – Director, Utilities)	April 2024	
Chris Betz – Chair (CRWA – Project Coordinator, County Line SUD)	April 2025	
Derrick Turley (Kyle – Water Production Supervisor)	April 2024	
Shaun Condor (San Marcos –Director of Engineering & CIP)	April 2025	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Paul Kite (San Marcos – Asst. Director of Public Services)	April 2025	

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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 is presented as part of the consent agenda.

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D.1 Consider approval of minutes of the Regular Meeting held November 16, 2022. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- 2022 11 16 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



ALLIANCE WATER

Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, November 16, 2022

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, November 16th, 2022 at Buda City Hall.

A. CALL TO ORDER.

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

B. ROLL CALL.

- **Present: Hughson, Franke, Samford, Neffendorf, Gleason, Ramos, Hjorth, Betz, Turley and Allen with Neffendorf leaving the meeting during the Executive Session.**
- **Absent: Lewis, Condor and Kite.**

C. PUBLIC COMMENT PERIOD

- **None.**

D. CONSENT AGENDA

D.1 Consider approval of minutes of the Regular Meeting held October 31, 2022.

- **Motion to approve the consent agenda as presented made by Ms. Hughson, seconded by Mr. Hjorth and approved on a 10-0 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

- **Mr. Moore reported that all four 2022 TWDB bond issuances have officially closed.**
- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants.
 - **Natalia Riusech with CD&P presented the public relations update.**
 - **Mr. Samford thanked CD&P team for their efforts, particularly on the site visit in October.**
- H.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program.
 - **Toby Flinn with Pape-Dawson provided the Phase 1B Construction Update.**
 - **Mr. Neffendorf asked about the Plum Creek tunnel issues.**
 - **Mr. Moore stated that they've encountered more water than they expected and slightly larger cobble rocks in the launch shaft that has caused some delays.**
 - **Mr. Neffendorf also asked if the major creek crossings cause schedule issues.**
 - **Mr. Moore responded that the contractor's stage their work around the major tunnels, so it does not impact the open cut portions of the project.**
 - **No Action.**
- H.3 Consider adoption of Resolution 2022-11-16-001 approving Work Order #5 with HVJ South Central Texas – M&J, Inc. for material testing on the Segment D Pipeline project.

- **Mr. Ramos inquired if there have been any issues to date with material testing.**
 - **Mr. Moore responded that there's been a handful of tests that did not meet the requirements, particularly for compaction, but that the contractor has quickly responded and corrected the situation.**
 - **Motion to adopt Resolution 2022-11-16-001 was made by Mr. Ramos, seconded by Mr. Hjorth and approved on a 10-0 vote.**
- H.4 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. Neffendorf asked the size of the South Elevated Tank.**
 - **Mr. Sowa responded that it is a 1.0 million gallon tank.**
 - **Mr. Ramos asked if Segment E will include the installation of all three pipelines at one time.**
 - **Mr. Sowa responded that only one pipeline is installed at this time, but the crossing is designed to allow for the future installations.**
 - **No Action.**
- H.5 Discussion and possible direction to Staff regarding the Authority's priorities for the upcoming 88th Texas Legislative Session.
- **Scott Miller and Jeff Heckler with The Schlueter Group attended the meeting and presented an update on the recent elections and the general atmosphere heading into the legislation session.**
 - **Mr. Miller and Mr. Heckler noted that Senator Perry, the Chair of the Water, Ag and Rural Affairs Committee is seeking to fund replacements for aging infrastructure, brackish desalination projects and produced water projects, i.e. water recycled from use during oil and gas exploration.**
 - **Mr. Moore presented the draft legislative priorities for the Authority.**
 - **No Action.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **No discussion.**
- J.1 The Board of Directors recessed into Executive Session at 3:58 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 4:55 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.
 - **Staff was directed to proceed as discussed in Executive Session.**
 - D. *Consideration of Resolution 2022-11-16-002 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 2022-11-16-002 was made by Mr. Hjorth, seconded by Ms. Franke and approved on a 9-0 vote.**

- K. ADJOURNMENT
 - **Meeting was adjourned at 4:57 p.m. based on the motion by Ms. Franke, seconded by Mr. Ramos on a 9-0 vote.**

APPROVED: _____, 2022

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 12/14 meeting:

- Received a construction update on the Phase 1B projects (Item H.1).
- Received an update on the Phase 1B program (Item H.2).
- Recommended award of the Segment E Construction contract to Garney Companies, Inc. (Item H.3).
- Recommended approval of Work Order #6 with Walker Partners, LLC for construction administration on the Segment E construction project (Item H.4).
- Recommended approval of Work Order #7 with Pape-Dawson Engineers, Inc. for construction management and inspection of the Authority's Phase 1B program (Item H.5).
- Received an update on the Corrosivity Report submissions to the TCEQ.
- Received a report on the updated water projections for the Authority's Sponsors.
- 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 met on December 13th. Among other items is an update on the GCUWCD Mitigation Program. They reported that the Western Mitigation Fund has been depleted and they are exploring avenues for replenishment. ARWA participates in the Eastern Mitigation Fund. Staff expects a meeting to be called by the GCUWCD to discuss in more detail.

Plum Creek Conservation District (PCCD)

The PCCD is scheduled to meet on December 20th – one item to be discussed are the specifications for the monitoring well required by the PCCD.

Groundwater Management Area 13

No update.

Region L Planning Group

No update.

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

No update.

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

Background/Information

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

Attachment(s)

- Phase 1B Construction Update – December 21, 2022



PHASE 1B CONSTRUCTION UPDATE

BOARD OF DIRECTORS MEETING

CMI Progress

December 14, 2022

Water Resources | Transportation | Land Development | Surveying | Environmental

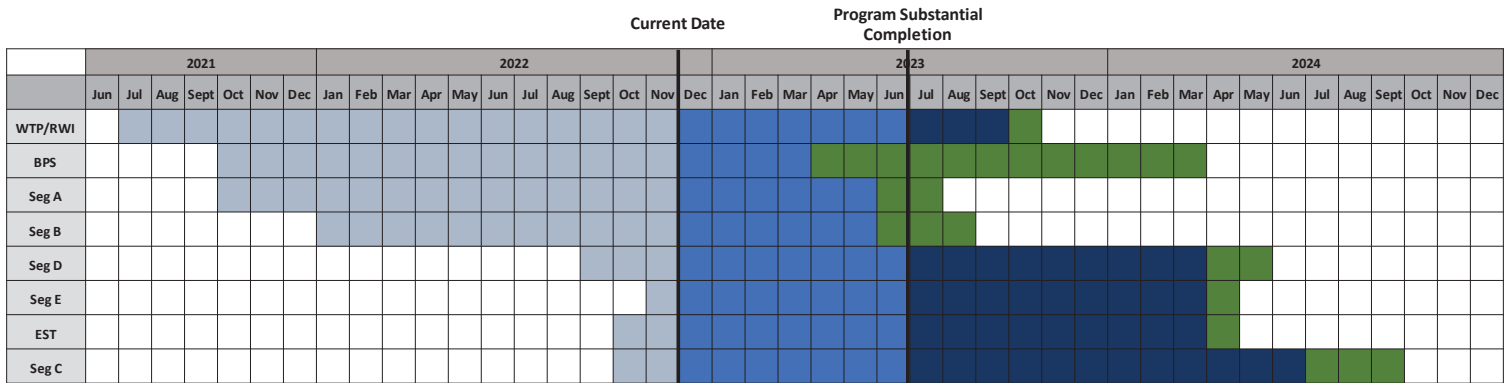


PROGRAM CONTRACT VALUES



PROJECT	CURRENT CONTRACT VALUE	BILLED TO DATE	REMAINING	% COMPLETE
WTP/RWI	\$55,002,687.00	\$30,401,735.60	\$24,600,951.40	55.27%
BPS	\$19,706,258.71	\$11,420,879.41	\$8,285,379.30	57.96%
Seg A	\$49,471,384.71	\$35,061,611.44	\$14,409,773.27	70.87%
Seg B	\$37,629,104.42	\$19,065,216.06	\$18,563,888.36	50.67%
Seg D	\$46,663,969.35	\$0.00	\$46,663,969.35	0.00%

PROGRAM SCHEDULE DURATIONS



Contract Dates					Program Sub Completion Status (June 2023)
Project	Notice to Proceed	Original Sub Completion	Current Sub Completion	Final Completion	
WTP/RWI	7/16/2021	7/16/2023	9/3/2023	11/2/2023	Behind 9 wks
BPS	10/25/2021	3/19/2023	3/19/2023	3/18/2024	On Time
Seg A	11/16/2021	6/9/2023	6/9/2023	10/7/2023	On Time
Seg B	2/15/2022	8/9/2023	8/9/2023	10/8/2023	On Time (Garney SCH showing SC 6/9/23)
Seg D	9/19/2022	4/1/2024	4/1/2024	5/31/2024	On Time

3

Water Treatment Plant / Raw Water Infrastructure (Archer Western / Walker Partners)

Construction Status

- Completed installation of 36" GWI yard piping to Raw Water tanks & tested lines.
- Completed construction of the Rapid Mix Basin.
- Completed the Lime System Foundation and containment walls
- Completed the installation of the 42" filter influent line.
- Continued installation of the process piping for the filter units at the Filter Complex
- Began CMU masonry walls installation at the Filter Complex.
- Completed the installation of the HSPS suction piping and valves
- Began HSPS surge valve bypass piping installation and vault construction.
- Continued the installation of the 48" PW-A line from the HSPS towards FM304.
- Continued electrical building underground electrical installation.
- Placed Lobe pumps foundation pad.
- Installed 24" BWW piping from Filter Complex to Flow EQ Basin.
- Installed the 8" fire line from PW-A to the plant entrance gate.
- Began 4" plant waterline installation.
- Completed the fire line meter vault.
- Continued installation of site electrical and fiber ductbanks.



Nov 2, 2022, 10:29 AM
WTP – 48" Potable Water Line A Setting Pipe HSPS-81

WTP/WRI - PROGRESS PHOTOS



WTP – Fire Line Meter Vault Setting Rebar for Floor



WTP – Fire Line Meter Vault Floor Concrete Placement



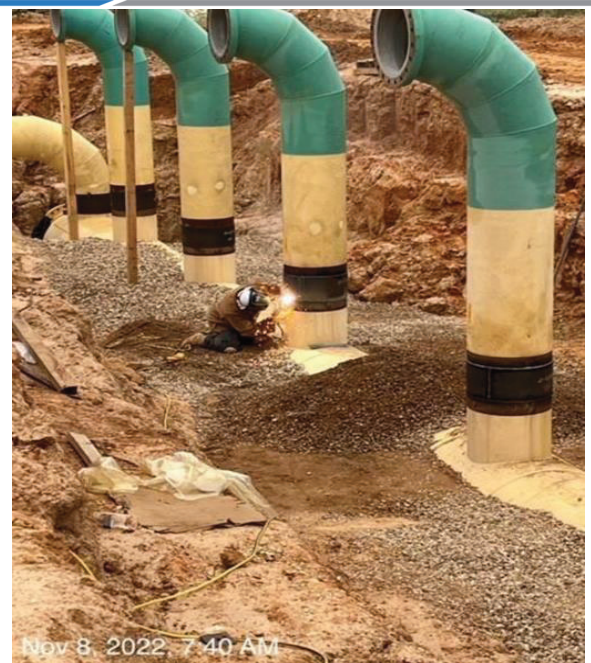
WTP – Backfill 36" Ground Water Piping to GBRA RW Tank

5

Water Treatment Plant / Raw Water Infrastructure (Archer Western / Walker Partners)

Next Month - Projected Construction Activities

- Connect to 36" GBRA GWI line and fill Raw Water Tanks.
- Install Lime Silos at Lime System.
- Continue installation of the process piping for the filter units at the Filter Complex.
- Continue CMU masonry walls installation at the Filter Complex.
- Begin Filter Complex structural steel installation.
- Continue HSPS surge valve bypass piping installation and vault construction.
- Form and place grade beams for HSPS electrical building.
- Continue the installation of the 48" PW-A line from the HSPS towards FM304.
- Complete bypass surge valve vault construction.
- Continue electrical building underground electrical installation.
- Continue 4" plant waterline installation.
- Install 24" Backwash Supply piping.
- Erect structural steel canopies at well sites.



WTP – HSPS Discharge Header AW Welding Risers

Booster Pump Station (MWH / Freese and Nichols)

Construction Status

- Continue electrical underground ductbank installations at BPS site.
- Placed electrical building foundation slab.
- Continued Segments B, C and D rework.
- Continued installation of Segment D to the 24" transition point.
- Completed pump station suction piping installation. (Awaiting testing prior to backfill)
- Begin SM#1 DP mechanical pad excavation and formwork.
- Rough-in electrical conduits for SM#1 DP mechanical pad.
- Install SM#1 DP 36" DIP inlet piping at Segment B2 connection. (Connection has not been made)

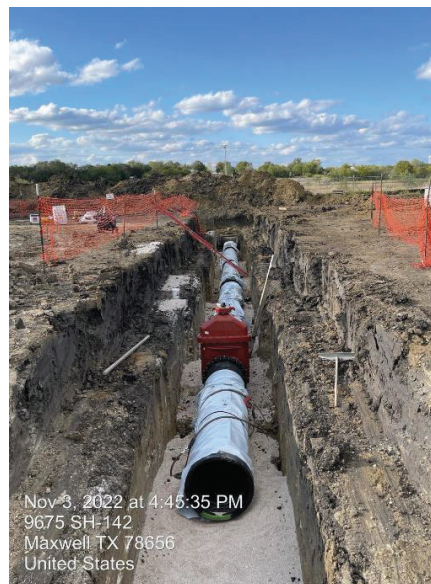


BPS – D Ductbank Installation

BPS- PROGRESS PHOTOS



BPS – Cathodic Protection for Seg D 24" Gate Valve STA 12+86



BPS – Seg D Pipe Installation and 24" Gate Valve Installation



BPS – Backfilling towards STA 12+86

Booster Pump Station (MWH / Freese and Nichols)

Next Month - Projected Construction Activities

- Erect precast concrete electrical building at BPS site.
- Continued Segments B, C and D rework.
- Continue segment D 24" installation to BPS.
- Continue segment C 24" installation to BPS.
- Test suction header piping in preparation for backfill.
- Begin installation of the suction piping to the GST.
- Form and place concrete for SM#1 mechanical pad.
- Begin SM#1 DP above ground piping.
- Continue underground ductbank installation at the BPS site.



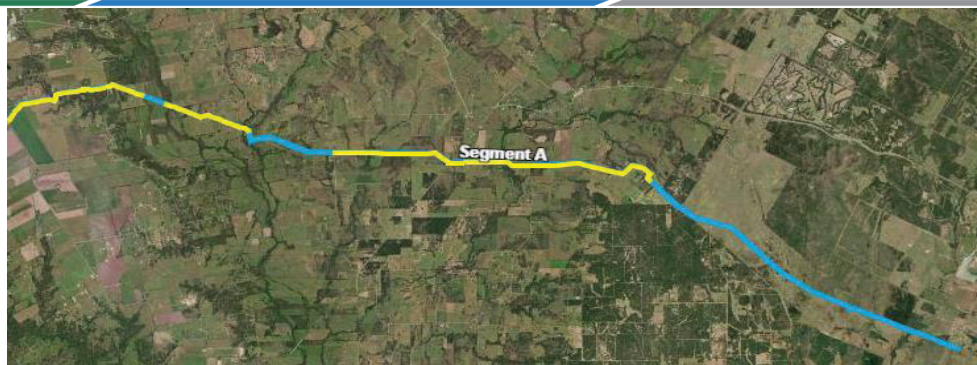
Nov 15, 2022 at 10:20:02 AM
9675 SH-142
Maxwell TX 78656
United States

BPS – Flow Meter Vault Excavation for Segment D

Segment A (Garney Construction / LAN)

Construction Status

- Not Started
- ROW Cleared
- Pipe Delivered
- Pipe Installed
- Complete

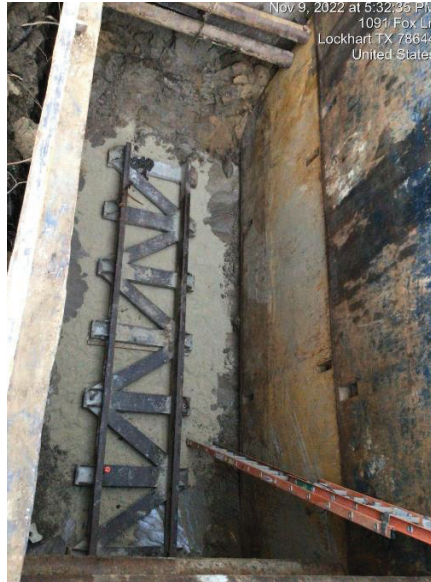


Activity	Status
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	93% (15 of 16)
Pipe Installed	45%
Major Crossing (Plum Creek)	De-watering plan waws approved with exceptions as noted on 12/02/2022. Construction of launch shaft and proceeding tunneling operation on hold until re-mobilization is initiated by Garney to Melcar.

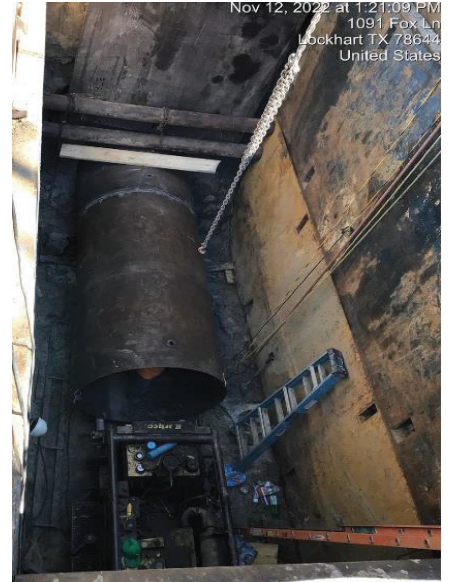
SEGMENT A - PROGRESS PHOTOS



Seg A – Daniel Creek Equipment Mobilization



Seg A – Daniel Creek Bore setup on West Side



Seg A – Daniel Creek Place and Weld Encasement Pipe **11**

Segment A (Garney Construction / LAN)

Next Month - Projected Construction Activities

- Continue conducting testing on embedment material, native backfill and weld inspections thru HVJ
- Minor Hand Tunnel Crossings Completed 100% (15 of 15)
- Major Crossing Completed 0% (0 of 1)
 - Start installation of launch shaft on West side of Plum Creek
- Pipe Installation
 - Continue stripping, trenching, and pipe installation operations with pipe laying Crew 1, heading west paralleling Sand Hill Road.
 - Continue stripping, trenching, and pipe installation operations with pipe laying Crew 2, west of Cattlemen's Row access point to easement and continue installation west towards Star Road.
 - Finish mobilization of pipe laying Crew 3 and prep to perform prove out the first week of December
 - Start stripping, trenching, and pipe installation operations with pipe laying Crew 3, west of Plum Creek and heading West towards RC Lane.
- All pipe laying crews are loading carrier pipe in tunnels, pouring CLSM at ends of tunnels, pouring 3000 psi concrete anchors as they lay past appurtenance locations, installing test stations for cathodic protection, and stacking out precast at appurtenance locations after concrete cures.

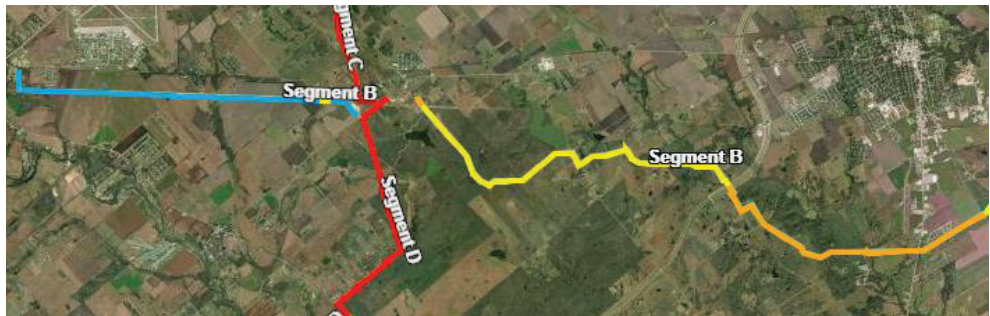


Seg A – Daniel Creek subcontractor Casing Placement

Segment B (Garney Construction / K Friese)

Construction Status

- Not Started
- ROW Cleared
- Pipe Delivered
- Pipe Installed
- Complete



Activity	Status
ROW Cleared	100%
Pipe Delivered	67%
Tunnels Completed	90% (19 of 21)
Pipe Installed	33%
Major Crossing (TX 130)	Initial delivery of materials to construct receiving shaft on Northeast side of TX 130 was delivered and receiving shaft has started. Pre-construction meeting conducted and overall approach reviewed onsite for full scope of work to be completed for shaft construction and setup for tunneling operations.

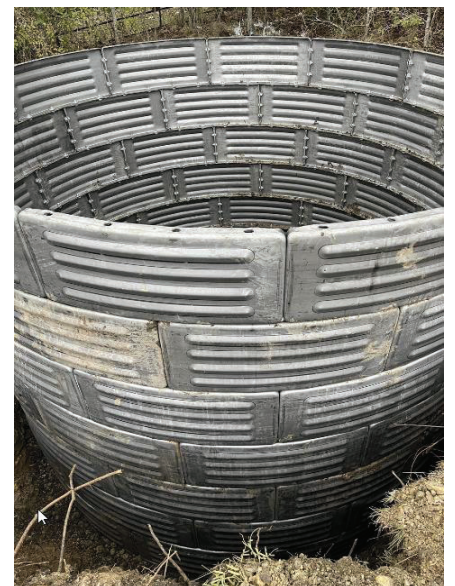
SEGMENT B - PROGRESS PHOTOS



Seg B – SH130 BoreCo Receiving Pit Layout



Seg B – SH130 BoreCo Placing CLSM around Tunnel Liner

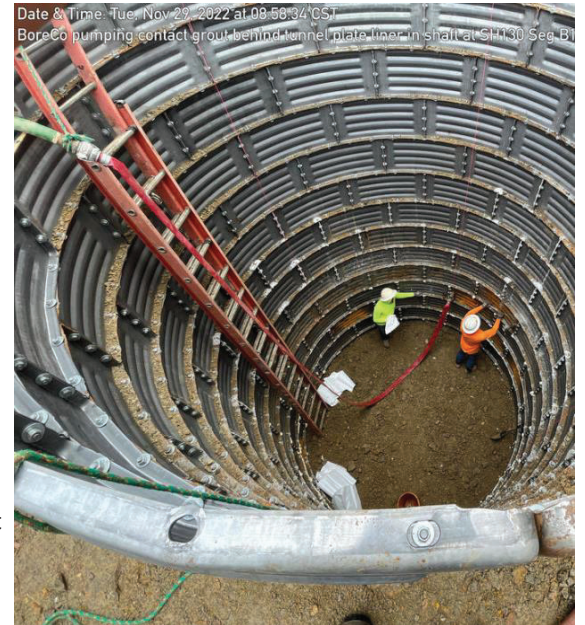


Seg B – SH130 BoreCo Assembled Tunnel Liners

Segment B (Garney Construction / K Friese)

Next Month - Projected Construction Activities

- Continue boring and contact grouting operations on B1
- Continue installation of LOC/SWPPP fencing on B1
- Continue tunneling operations on B1
- Continue compaction testing and welding inspection by HVJ on B2
- Tunnels
 - Install tunnels to bring total to 20 of 21 (95%)
 - Bore Location # 4 on B1 – Clear Fork/Plum Creek
- Major Crossings
 - Delivery of approved casing for crossing
 - Delivery of launch shaft materials
 - Continue and finish installation of receiving shaft
 - Start installation of launch shaft
- Pipe Installation
 - Continue 36" Pipe Installation on B2 West of 1984 continuing towards WTP
 - Installation of 36" pipe on Segment B2 will be laid out to metering station at WTP
 - Mobilizing laying crew back to Church Street tunnels on B2 to install final open cut pipe installation on original scope of work to be completed on Segment B2 (approximately 450 LF)



SH130 – BoreCO Pumping Grout behind Tunnel Plate Liner

Segment D (SJ Louis / Freese & Nichols)

Pre-Construction Activities

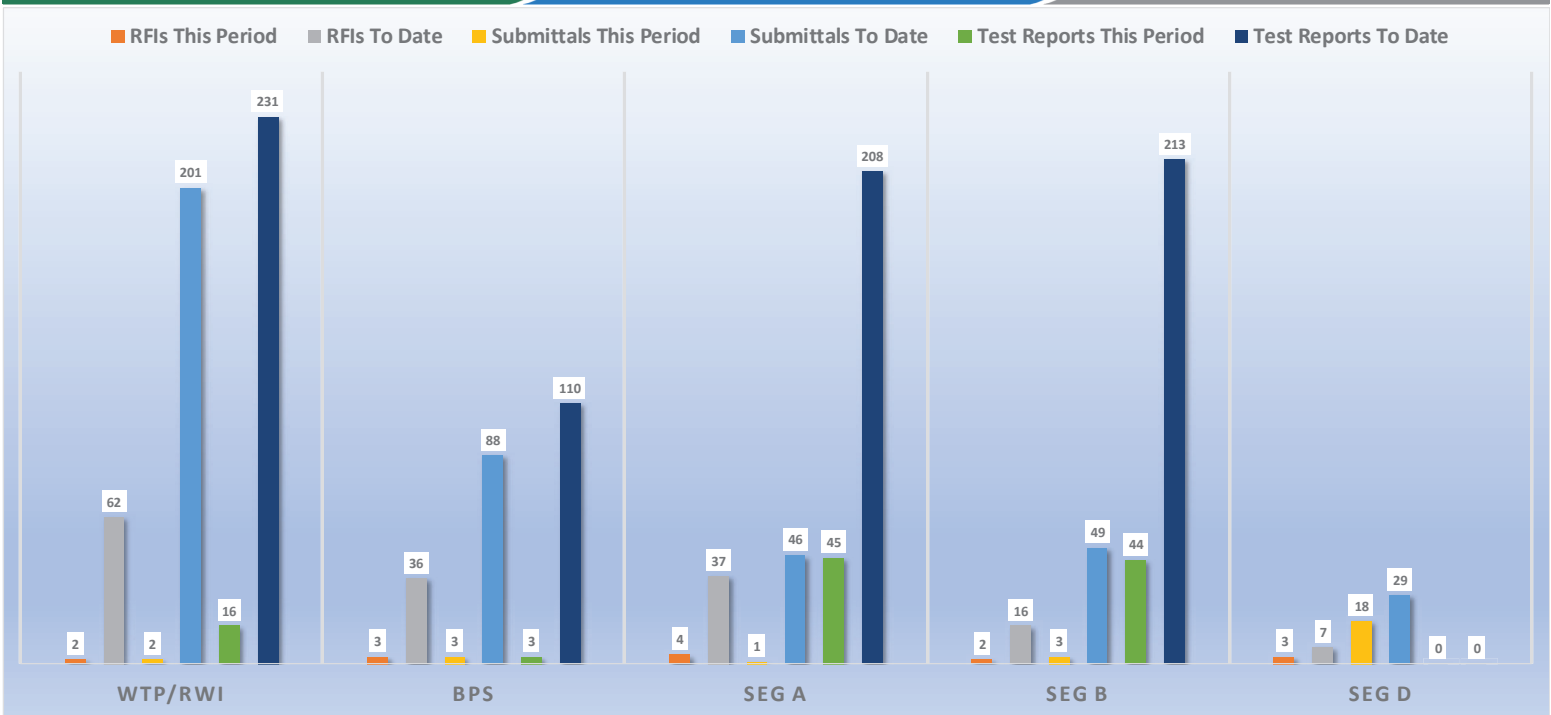
- Received and processed Contract documents
- Conducted Pre-Construction Kickoff meeting
- Processing RFI's and Shop Drawings
- Mobilization of survey crew and start of survey ahead of clearing operations.

Next Month - Projected Activities

- Continue processing documentation in SharePoint.
- Continue survey ahead of clearing operations.
- Mobilization of fencing company to install temporary access ahead of clearing operation.
- Crews off-site and shutdown for Christmas Holiday from 12/17/22 to 1/2/23



PROGRAM OVERSIGHT RECAP



QUESTIONS?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

H.2 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 Committee on their recent activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Program Update – December 21, 2022
- Kimley-Horn Monthly Summary of Activities for November 2022

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
December 21, 2022



ALLIANCE WATER

Kimley»Horn
Expect More. Experience Better.

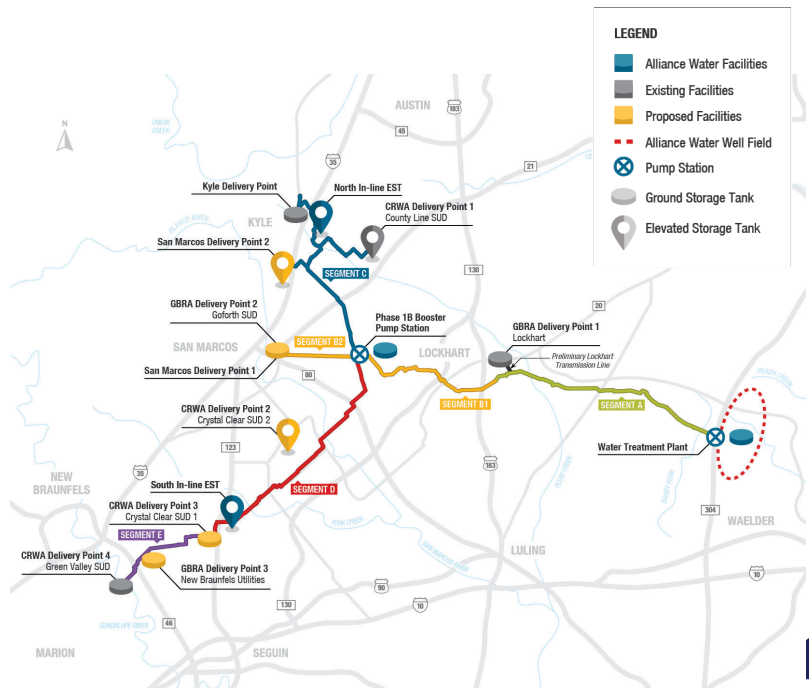
PRESENTED BY

Ongoing Progress

► Design Milestone Status

- Design Submittals
 - South In-line EST – final submittal in early December
 - Segment C – 100% submittal anticipated in December
 - North In-line EST – 60% submittal in January

- TWDB Reviews
 - WTP
 - Change Order No. 1 and 2 Release of Funds Under Review
 - Segment D
 - Engineering Feasibility Report - Approved
 - Plans and Specs – Approved
 - Segment E
 - Engineering Feasibility Report - Approved



Ongoing Progress

► South Inline EST Procurement Schedule

- Dec. 14th – Advertisement
- Jan. 18th – Proposals Received/Opened
- February – Anticipated Contract Award
- March – Notice to Proceed



Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						
		(A) Appraisal/Offer in Development	(B) Negotiation	(C) = (A+B) Appraisal / Negotiation	(D) Condemnation in Process	(E) = (C+D) Possession Still Needed	(F) Purchase Agreement Signed / Possession Obtained	Final Settlement Outstanding
A	39	0	0	0	0	0	39	5
B	47	0	0	0	0	0	47	16
D	60	0	0	0	0	0	60	22
C	75	4	9	13	10	23	52	41
E	38	0	4	4	3	7	31	22
Well Field	16	0	4	4	0	4	12	4
Total	275					34	241	110



COST UPDATES BASED ON NOVEMBER MILESTONE SUBMITTALS/RESULTS

		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	\$ 13,700,000	\$ 1,600,000
100	Inline EST (South)	\$ 3,600,000	\$ 4,800,000	\$ 1,200,000
Const.	Pipeline Segment A	\$ 27,200,000	\$ 28,600,000	\$ 1,400,000
Const.	Pipeline Segment B	\$ 27,100,000	\$ 33,800,000	\$ 6,700,000
Const.	Pipeline Segment D	\$ 36,300,000	\$ 44,200,000	\$ 7,900,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,900,000	\$ 1,400,000
	Subtotal	\$141,000,000	\$165,500,000	\$ 24,500,000
ARWA-Only Infrastructure				
Closed	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	\$276,100,000	\$35,700,000

DECEMBER 2022 UPDATE

NO CHANGE FROM
NOVEMBER UPDATE



Questions?

ALLIANCE REGIONAL WATER AUTHORITY
 ATTN: GRAHAM MOORE
 1040 HIGHWAY 123
 SAN MARCOS, TX 78666

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 951640
 DALLAS, TX 75395-1640

Invoice No: 068706605-1122
 Invoice Date: Nov 30, 2022
 Invoice Amount: \$ 122,184.21
 Project No: 068706605
 Project Name: ARWA PROGRAM YEAR 5
 Project Manager: SOWA, RYAN

Work Order No. 6
 Duration: March 2022 - Feb. 2023

Invoice Duration: Nov. 1, 2022 to Nov. 30, 2022

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706605.3-23238206

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	9,550.00	1,809.50	1,809.50	0.00
STAKEHOLDER COORDINATION	219,391.00	124,367.73	113,242.34	11,125.38
BUDGETING	91,175.00	51,135.56	48,039.06	3,096.50
SCHEDULE	38,828.00	36,858.25	32,895.50	3,962.75
REPORTING	44,890.00	33,780.01	28,555.01	5,225.00
DATA MANAGEMENT	87,965.00	64,551.22	58,619.05	5,932.18
ENVIRONMENTAL MANAGEMENT	62,796.00	38,843.75	35,833.88	3,009.88
LAND ACQUISITION MANAGEMENT	459,289.00	441,995.75	390,489.35	51,506.40
TWDB MANAGEMENT	70,355.00	55,057.75	50,696.25	4,361.50
DESIGN STANDARDS	41,994.40	12,877.50	12,437.50	440.00
ENGINEERING DESIGN MANAGEMENT	209,034.00	171,764.94	156,246.00	15,518.94
QUALITY ASSURANCE	8,140.00	925.00	555.00	370.00
ELECTRICAL POWER PLANNING	30,183.00	275.00	275.00	0.00
PERMIT COORDINATION/TRACKING	48,510.00	41,784.78	38,171.97	3,612.81
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	300,483.00	172,317.98	160,489.73	11,828.25
PROJECT ADMINISTRATION	38,165.50	21,763.50	19,841.13	1,922.38
OTHER SERVICES	16,200.00	597.50	597.50	0.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	212,142.00	143,004.74	142,732.49	272.25
Subtotal	1,989,091.00	1,413,710.46	1,291,526.25	122,184.21
Total COST PLUS MAX				122,184.21

Total Invoice: \$ 122,184.21

If you have questions regarding this invoice, please call (703) 674-1300.

December 15, 2022

Project Monthly Summary

November 2022 Tasks Performed:

- Task 1 – Program Management Plan Updates
 - *Updated the Document Control Data Management Section given ARWA’s document retention feedback.*
- 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 Project Advisory Committee Meeting Update.
 - Prepared and presented the Board Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Addressed ARWA’s comments on the budget projection.
 - Prepared and presented the monthly Budget Update for the Technical Committee and Board meetings.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Task 4 – Schedule
 - Revised the Project Deliverable Schedule based on the feedback received from ARWA, Design Consultants, and Construction Management & Inspection team.
 - Integrated each project schedule into overall Program schedule. Developed and distributed the monthly Program schedule summary.
- Task 6 – Data Management
 - *Performed spot check audit of LAN’s land acquisition files on the SharePoint site.*
 - Continued to coordinate with ARWA and Construction Management & Inspection Team to integrate construction data collected on the GIS WebMap.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.
- Task 7 – Environmental Management
 - *Reviewed the Segment C drafted agency reports prepared by the Program Environmental Consultant.*

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

- Assisted the Program Environmental Consultant in submitting Segment C agency reports for review by the U.S. Fish and Wildlife Service and Texas Parks and Wildlife Department.
 - Continued coordination with ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.
 - Continued coordination with Program Environmental Consultant concerning the comments from the United States Army Corps of Engineers.
 - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
 - Continued coordination between Program Environmental Consultant and Design Engineers.
- Task 8 – Land Acquisition Management
 - Continued negotiations with remaining Segment C parcels.
 - Finalized agreement for drainage easement adjacent to booster pump station tract.
 - Coordinated the appraisal process for Segments C and W parcels.
 - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition legal 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 legal team.
 - Weekly coordination meeting with Legal Land Acquisition to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.
 - Reviewed 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 ARWA, GBRA, and TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review as well as preparation of funding release requests.
 - Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continued coordination with Design Consultant for construction phase services.
 - Segment C
 - Continued coordination with Design Consultant for final design.

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

- Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.
 - Segment D
 - Continue coordination with Design Consultant for construction phase services.
 - Segment E
 - *Coordinated with Design Consultant during project procurement services.*
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - *Continued coordination with Design Consultant concerning Hydraulics/Surge report submitted on November 21st.*
 - Continued coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Coordinated with Design Consultant for construction phase services.
 - Inline Elevated Storage Tanks:
 - *Coordinated with Design Consultant during the South Inline Elevated Storage Tank final design and preparation for upcoming project procurement services.*
 - Continued coordination with Design Consultant for final design development for the South and North Inline Elevated Storage Tanks.
 - 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 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, BBEC, and LCRA.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - *Continued coordination with Segment E Design Consultant during the procurement phase.*

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

- On-going coordination with WTP, RWI, BPS, Segment A, Segment B, and Segment D Design Consultants during the construction phase.
- Continued coordination with the Construction Management & Inspection team.
- Task 18 – Environmental Construction Services
 - Continue coordination with USACE regarding Sandy Creek and Plum Creek permits.
 - Attended construction status meetings.

December 2022 Projection:

- Task 1 – Program Management Plan Updates
 - *Finalized the updates to the Document Control Data Management Section given ARWA’s document retention feedback.*
- Task 2 – Stakeholder Coordination
 - *Prepare and present the Easement Acquisition Cost update at the Board meeting.*
 - 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 Meeting 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
 - *Finalize budget projection for ARWA’s review.*
 - Prepare and present the monthly Budget Update for the Technical Committee and Board meetings.
 - 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, Design Consultants, and Construction Management & Inspection team.
 - Integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.
- Task 6 – Data Management
 - *Update Easement Acquisition tracking information to determine the number of easements with final settlement outstanding.*

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

- Continued coordination with ARWA and Construction Management & Inspection Team to integrate construction data collected on the new GIS WebMap.
- Ongoing maintenance of Microsoft SharePoint Online program.
- Continued updating of web-based GIS for easement acquisition process and alignment changes.
- Task 7 – Environmental Management
 - Assist the Program Environmental Consultant in addressing Segment C agency comments on submitted reports.
 - Continue coordination with ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.
 - Continue coordination with Program Environmental Consultant concerning the comments from the United States Army Corps of Engineers.
 - 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 and W parcels.
 - Coordinate with Program Survey Consultant and Design Consultants to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Legal Land Acquisition team.
 - Weekly coordination meeting with Legal Land Acquisition to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.
 - Review 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
 - Prepare the Segment D Construction Phase Release of Funds request and submit to TWDB for review.
 - Continue coordination with ARWA, GBRA, and TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review as well as preparation of funding release requests.
- Task 10 – Design Standards
 - Review Construction Standards given questions arising from construction activities and coordinate with the Program Design Consultants as needed.
- Task 11 – Engineering Design Management
 - Pipelines:

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

- Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continue coordination with Design Consultant for construction phase services.
 - Segment C
 - *Begin review of 100% Submittal prepared by the Design Consultant.*
 - Continue coordination with Design Consultant for final design.
 - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.
 - Segment D
 - Continue coordination with Design Consultant for construction phase services.
 - Segment E
 - *Review and provide feedback on the Segment E Proposals.*
 - *Coordinate with Design Consultant during project procurement and construction phase services.*
 - Raw Water Infrastructure:
 - Continue coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Continue coordination with Design Consultant for construction phase services.
 - Inline Elevated Storage Tanks:
 - *Continue to coordinate with Design Consultant during the South Inline Elevated Storage Tank final design and project procurement services.*
 - Continue coordination with Design Consultant for final design development for the North Inline Elevated Storage Tanks.
 - 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 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.

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

- General Coordination with TxDOT.
- Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
- Continue General Coordination with GVEC, BBEC, and LCRA.
- On-going Permit Tracking Log Updates.

- Task 15 – Procurement and Construction Phase Services
 - Continue coordination with Segment E Design Consultant during the procurement phase and construction phase.
 - Coordinate with Inline Elevated Storage Tank Design Consultant during the South Inline Elevated Storage Tank procurement phase services.
 - On-going coordination with WTP, RWI, BPS, Segment A, Segment B, and Segment D Design Consultants during the construction phase.
 - On-going coordination with the Construction Management & Inspection team.

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

- Task 18 – Environmental Construction Services
 - Continue coordination with USACE regarding Sandy Creek and Plum Creek permits.
 - Attend construction status meetings.

Scope Elements Added/Removed:

- Evaluated and prepared possible WTP Expansion options given GBRA’s request for additional capacity at the WTP in the future.
- Reviewed impacts to Phase 1B infrastructure based on WTP Expansion options recommended.

Outstanding Issues/Concerns:

None at this time.

HUB Participation:

28.3 % allotted by Contract (based on contract total fee)

34.3% to date of Billing

Design Consultant Certifications: N/A

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

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$117,890.00	92.3%	\$108,761.88	\$99,484.38
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$25,850.00	0.0%	\$-	\$-
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$399,180.00	94.3%	\$376,483.18	\$332,766.68
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$18,999.00	0.0%	\$-	\$-
		Subtotal	\$561,919.00	86.4%	\$485,245.06	\$432,251.06

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.3** Consider adoption of Resolution 2022-12-21-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment E 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 E Pipeline Project starting in October with proposals submitted on November 14, 2022. 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 8.8-miles of 36-inch pipeline and related appurtenances generally from Geronimo, Texas to the CRWA Lake Dunlap Water Treatment Plant on the south side of the Guadalupe River. The bid was setup for additive alternates of pipe material (ductile iron, concrete steel cylinder and welded steel) as well as three alternatives for the crossing of the Guadalupe River (microtunneling, horizontal directional drilling and direct pipe method).

Two 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.

Attachment(s)

- Segment E Recommendation Presentation
- Resolution 2022-12-21-001

Recommendations

- The Technical Committee and Project Advisory Committee each unanimously recommended the contract for the Segment E pipeline be awarded to Garney Companies, Inc. with the use of steel pipe and horizontal directional drilling for the Guadalupe River crossing.

Board Decision(s) Needed:

- Adoption of Resolution 2022-12-21-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Water Segment E Pipeline Project, contingent upon approval of the award by the Texas Water Development Board.

Alliance Regional Water Authority

Segment E – Recommendation of Construction Award

December 14, 2022



1

1

Meeting Agenda

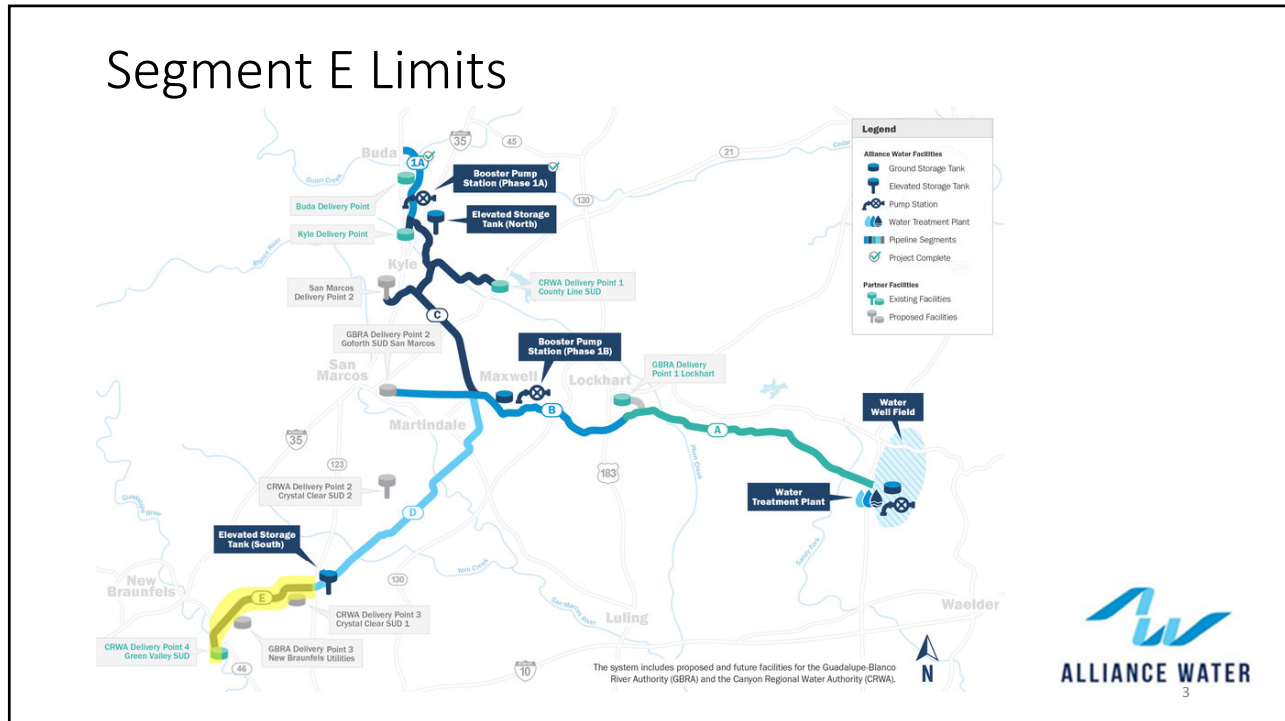
Segment E Pipeline

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



2

Segment E Limits



3

Segment E Pipeline Summary of Proposals Received

Proposal Price	Alt Description	Proposal Company	
		Garney	SJ Louis
Base Proposal		\$8,237,984.25	\$7,013,373.72
Alt A	Ductile Iron	No Bid	No Bid
Alt B	Steel Pipe	\$16,482,818.21	\$16,218,188.18
Alt C	Steel Cylinder	\$25,495,691.20	\$18,094,890.80
Alt D - Microtunnel Guadalupe River		\$8,716,028.00	\$7,917,723.28
Alt E - HDD Guadalupe River		\$2,556,968.00	No Bid
Alt F - Direct Pipe (36-Inch) Guadalupe River		\$6,471,560.00	No Bid
Alt G - Direct Pipe (42-Inch) Guadalupe River		\$4,649,556.00	\$8,535,125.00
Lowest Cost Option by Bidder (Base + Alt B + Alt E)		\$27,277,770.46 (Base + Alt B + Alt E)	\$31,149,285.18 (Base + Alt B + Alt D)

RECOMMENDED

4



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)



5

Review Team Total Combined Score

Criteria	Garney	SJ Louis
Proposal Price (40 Points)	40.0	32.6
Quality, Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget (20 Points)	18.0	15.6
Key Personnel (15 Points)	12.2	10.5
Project Approach (15 Points)	12.8	10.8
Safety Record (5 Points)	4.6	4.6
Historically Underutilized Business (HUB) Program Compliance Plan (5 Points)	4.6	4.4
Total (100 Points Possible)	92.2	78.5



6

ARWA-GBRA Segment E Cost Split

Proposal Item	Cost Split				
	Garney	ARWA (%)	GBRA (%)	ARWA Cost	GBRA Cost
Base Bid	\$8,237,984.25	82.2	17.8	\$6,770,006.01	\$1,467,978.24
HDD – Guadalupe River	\$2,406,000.00	100.0	0.0	\$2,406,000.00	\$0
Alt B – Welded Steel	\$16,482,818.21	78.1	21.9	\$12,866,459.23	\$3,616,358.98
TOTAL (Base + Alt B)	\$27,277,770.46			\$22,193,433.25	\$5,084,337.21

- ARWA Budget for Segment E Construction = \$24,600,000



7

Recommendation

- It is the recommendation that **Garney Construction** be selected as the General Contractor for the Alliance Regional Water Authority Segment E Project.
- Award Bid Alternative B for **welded steel** piping with Alternative E for **horizontal directional drilling** of the Guadalupe River.



8



ALLIANCE WATER

RESOLUTION NO. 20221221-001

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 E 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 E 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 three Add Alternate Items for three different pipe materials, and four alternatives for crossing the Guadalupe River.

4. Alliance Water received two 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. Walker Partners, LLC the design engineer for the Project, recommends that Alliance Water award the contract to Garney 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, LLC the Phase 1B Treated Pipeline Segment E Project in the Base Proposal amount of \$8,237,984.25 along with Add Alternate B in the amount of \$16,482,818.21 for steel pipe and Add Alternate E in the amount of \$2,556,968.00 for horizontal directional drilling of the Guadalupe River for a total award amount of \$27,277,770.46, contingent upon the bidder's timely submission of sufficient bonds and insurance in accordance

Resolution 20221221-001
Phase 1B Treated Pipeline Segment E Project Award

with the bid documents for the Project and contingent upon approval of the proposed contract by the TWDB.

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 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 21, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Lewis
Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.4** Consider adoption of Resolution 2022-12-21-002 approving Work Order #6 with Walker Partners, LLC for Construction Administration Services on the Authority's Phase 1B Segment E Project, as recommended by the Technical Committee. ~
Ryan Sowa, P.E., Kimley-Horn & Associates
-

Background/Information

Alliance Water entered into a Work Order in March 2022 with Walker Partners, LLC (Walker Partners) to provide final design engineering services for the Phase 1B Segment E 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 Walker Partners to provide construction administration and construction engineering services for the Phase 1B Segment E Pipeline project.

Below are some of the key facts regarding the proposal:

Firm: Walker Partners, LLC
Fee: \$598,776.50 (50% ARWA)
Work Order Type: Hourly, Not-to-Exceed
Anticipated Duration: 18 months
Project Manager: Joe Jenkins, P.E.

Staff is requesting that the Committee recommend Board approval of a Work Order with a fee for the basic services of \$412,264.20 and a fee for supplemental effort in an amount not-to-exceed \$186,512.30 for a total fee of \$598,776.50. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2022-12-21-002
- December 12, 2022 – Segment E Pipeline Construction Phase Services..

Recommendation

- The Technical Committee unanimously recommended approval of the work order with Walker Partners, LLC

Board Decision(s) Needed:

- Adoption of Resolution 2022-12-21-002 approving Work Order #6 Walker Partners, LLC for Construction Administration Services on the Authority's Phase 1B Segment E Pipeline Project.



ALLIANCE WATER

RESOLUTION NO. 20221221-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #6 BETWEEN THE AUTHORITY AND WALKER PARTNERS, LLC FOR CONSTRUCTION ADMINISTRATION PHASE SERVICES RELATED TO THE AUTHORITY'S PHASE 1B TREATED WATER SEGMENT E 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 Walker Partners, LLC ("Walker Partners") for professional engineering services and related matters in September 2018.
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 Walker Partners for preliminary design services for the Authority's Phase 1B Segment B Project (the "Project") in September 2018. The Authority and Walker Partners entered into a subsequent work order for Final Design and Bidding of the Project in March 2020.
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 Walker Partners.

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 Walker Partners is approved to be billed based on actual time and materials in an amount not-to-exceed \$412,264.20.

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, \$186,512.30.

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

Resolution 20221221-002
Phase 1B Treated Water Segment E Pipeline Project Construction Administration

ADOPTED: December 21, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Lewis
Secretary, Board of Directors

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

1. Project Management
 - 1.1. Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan (*assume up to 18 reports/invoices*)
 - 1.2. Meetings
 - 1.2.1. Quality Control Audit (1 virtual workshop) (2 Walker Partner attendees)
2. Regulatory Agency Coordination and Permits
 - 2.1. Texas Commission on Environmental Quality (one one-hour virtual meetings or phone conf.)
 - 2.2. Texas Water Development Board (one one-hour virtual meetings or phone conf.)
 - 2.3. Texas Department of Transportation (TxDOT) (one one-hour virtual meetings or phone conf.)
 - 2.4. Guadalupe County (one one-hour virtual meetings or phone conf.)
 - 2.5. City of New Braunfels (one one-hour virtual meetings or phone conf.)
 - 2.6. Attend up to three (3) one-hour meetings on site or in-person, in-lieu of virtual meetings
 - 2.7. Prepare meeting agendas, summarize meeting minutes, and provide meeting minutes (for up to five (5) meetings) to Construction Management and Inspection (CM&I) via the CM&I Electronic Document Management System (EDMS) within 2 business days of each meeting.
3. Public Utility Coordination
 - 3.1. Guadalupe Valley Electric Cooperative (one one-hour virtual meetings or phone conferences to coordinate GVEC pole relocations)
 - 3.2. Central Texas Regional Water Supply Corporation (one one-hour virtual meetings or phone conferences)
 - 3.3. Canyon Regional Water Authority (one one-hour virtual meetings or phone conferences to discuss open trench utility crossings and coordinate work on CRWA WTP)
 - 3.4. Guadalupe-Blanco River Authority (one one-hour virtual meetings or phone conferences to discuss open trench utility crossing and connection to GBRA waterline)
 - 3.5. New Braunfels Utilities (one one-hour virtual meetings or phone conferences to discuss open trench utility crossings and water service relocation by NBU on Parcel E035G)
 - 3.6. Energy Transfer Company (one one-hour virtual meetings or phone conferences)
 - 3.7. Lower Colorado River Authority (one one-hour virtual meetings or phone conferences)
 - 3.8. Attend up to seven (7) one-hour meetings on site or in-person, in-lieu of virtual meetings
 - 3.9. Prepare meeting agendas, summarize meeting minutes, and provide meeting minutes (for up to seven (7) meetings) to Construction Management and Inspection (CM&I) via the CM&I Electronic Document Management System (EDMS) within 2 business days of each meeting.
4. Construction Site Observations and Progress Meetings
 - 4.1. Pre-Construction Meeting
 - 4.1.1. Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team. (2 Walker Partner attendees)
 - 4.2. Lake Dunlap Trenchless Crossing Pre-Construction Meeting
 - 4.2.1. Attend a pre-construction meeting coordinated by the CM&I team to discuss the construction plan and submittals for the Lake Dunlap Trenchless Crossing. (2 Walker Partner attendees)(1 Schnabel attendee)
 - 4.3. Monthly Site Observations (*assume up to 18 months*):

- 4.3.1. 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 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.

- 4.3.2. Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 2 business days of each site visit.
- 4.3.3. Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.

4.4. Special Site Observations

- 4.4.1. 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. Includes up to 3 on-site observations of the trenchless work associated with the Lake Dunlap Crossing and other trenchless crossings by Schnabel (1 Schnabel representative, up to 10 hrs each).
- 4.4.2. Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 2 business days of each site visit.
- 4.4.3. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
- 4.4.4. Coordination with CMI Team to discuss specification requirements, key points of approved contractor submittals, and periodic review and discussion of their daily observations.
- 4.4.5. Also perform up to six (6) visits to the Project Site at the specific request of the OWNER by the next business day after a request is made.
- 4.5. Monthly Construction Progress Meetings (*assume up to 18 months, 6 in-person and 12 virtual meetings of phone conferences*) (2 Walker Partner attendees)

- 4.5.1. 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.
 - 4.5.2. 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.
 - 4.5.3. Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.
5. Construction Coordination
- 5.1. Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project (*assume 15 hours per month*).
 - 5.2. Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to three (3) virtual meetings related to quality issues during construction. (2 Walker Partner attendees)
 - 5.3. Review monthly construction pay applications and make recommendations for payment (*assume 18 pay applications*)
 - 5.4. Review monthly schedules to confirm compliance with Contract dates and key milestones (*assume 18 monthly schedules*)
 - 5.5. Review monthly as-builts provided by Contractor (*assume 15 as-builts*).
 - 5.6. Utilize EDMS for upload/download of all construction-related documentation.
6. Shop Drawing/Submittal Review
- 6.1. Review up to sixty (60) shop drawings/submittals for conformance with the project plans and specifications and provide responses within ten (10) working days. For the purposes of this scope, assume review effort will include the original submittal and first resubmittal.
 - 6.2. Task will include receiving and evaluation geotechnical instrumentation and monitoring data.
 - 6.3. Attend one (1) pre-submittal meeting for valves if needed to accelerate submittal preparation.
 - 6.4. Attend one (1) pre-submittal meeting for pipe if needed to accelerate submittal preparation.
 - 6.5. Attend one (1) pre-submittal meeting for GBRA waterline connection if needed to accelerate submittal preparation.
 - 6.6. Attend one (1) pre-submittal meeting for lead-based paint abatement if needed to accelerate submittal preparation.
7. Alternatives and Substitutions
- 7.1. Review alternatives and substitutions proposed by Contractor (*assume up to ten (10) for budgeting purposes*). Recommend acceptance or rejection of the request for substitutions with ten (10) working days.
8. Request for Information (RFIs)
- 8.1. Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days (*assume fifteen (15) for budgeting purposes*).
9. Request for Proposals (RFPs), Change Orders (COs), Change Directives, or Field Orders (*assume a total of seven (7) Modifications*)
- 9.1. Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS.

- 9.2. Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration.
 - 9.3. Review Change Order or Change Directive prepared by the CM&I team.
 - 9.4. Coordinate with CM&I to prepare Field Orders. CM&I will issue the Field Order form to Contractor through the EDMS.
10. Substantial/Final Completion Walk-Throughs
- 10.1. Consultant to conduct one (1) substantial completion walk-through/inspection (per segment for a total of two (2)), 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.
 - 10.2. 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.
11. Record Drawings
- 11.1. 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:
 - 11.1.1. Prepare final Change Order (over and under reconciliations) recapitulation of the Project in conjunction with the final pay request
 - 11.1.2. Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor.
 - 11.1.3. Prepare Record Drawings of the constructed project based on asset management tagging and/or numbering information provided by the CM&I group
 - 11.1.4. Provide the Owner's Representative:
 - 11.1.4.1. With one (1) set of Record Drawings in .pdf and .dwg electronic format.
 - 11.1.4.2. The DWG file with the reference state plan coordinate system for use by ARWA.
12. Corrosion Investigation, Data Collection, and Design Support
- 12.1. Attend a pre-commissioning site visit prior to testing
 - 12.1.1. Conduct an alignment walk-thru and develop a punch list of deficiencies
 - 12.1.2. Attend a site visit to approve contractor's method of checking continuity and isolation along pipeline.
 - 12.1.3. Check continuity testing performed by contractor (maximum 2 days of site visits)
 - 12.2. Commissioning/Testing
 - 12.2.1. Attend and witness testing performed by contractor (maximum 2 days of site visits).
 - 12.2.2. Review commissioning survey data and report from contractor.
 - 12.2.3. Prepare Commissioning Report and develop post-commissioning punch list.
 - 12.2.4. Adjust for any shortcomings.
13. Subconsultant 10% Mark-up for Basic Services

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, includes up to six (6) additional site visits.

14.2.2. Additional shop drawing/submittal reviews, includes up to seven (7) original submittals and first resubmittal.

14.2.3. Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant.

14.2.4. 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.

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

14.2.6. 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. Survey, Design, and Permitting After Final Design and Procurement

14.4.1. Coordinate with developers' engineers who are designing and/or constructing improvements over ARWA's easements.

14.4.2. Attend up to ten (10) one-hour virtual meetings or phone conferences and up to five (5) on site or in-person meetings.

14.4.3. Conduct additional topographic survey of subdivisions/developments and Weltner Road after construction by others.

14.4.4. Update designs based on the final design and/or construction of subdivisions/developments and Weltner Road by others.

14.4.5. Update permit for proposed maintenance driveway on Weltner Road and submit updated driveway permit to the City of New Braunfels.

14.4.6. Prepare and submit Guadalupe County Excavation Permits for up to five (5) new County roadways that are expected to be constructed before ARWA's pipeline is constructed. Casing pipes are to be installed, for ARWA's use, prior to roadway construction on Parcels E005G (4 roads) and E041G (1 road). It is our understanding that the permits will be required to install ARWA's carrier pipe through an existing casing pipe.

14.4.7. Update project documents based on specific easement requirements that are added after procurement and require revisions to the project documents.

14.5. Additional Request for Proposals (RFPs), Change Orders (Cos), Change Directives, or Field Orders, includes up to three (3) Modifications.

14.6. Additional Support – Trenchless Crossings and Lake Dunlap Crossing

14.6.1. Three (3) additional site visits for observation of the microtunnel, HDD, or Direct Pipe construction of the Lake Dunlap Crossing.

14.6.2. Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 2 business days of each site visit.

14.6.3. Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.

14.6.4. Additional support for trenchless-related deviations, deficiencies, non-conforming work, clarifications, interpretations, field orders, and/or substitutes.

14.7. Additional Support – Cathodic Protection System

14.8. Subconsultant 10% Mark-up for Supplemental Services

Alliance Water Phase 1B Program																				Project Fee Summary		
Pipeline Consultant - Construction Phase Services																				Basic Effort	\$	412,264.20
12/12/2022																				Supplemental	\$	186,512.30
Detailed Overall Walker Partners Cost Breakdown																				Total Effort	\$	598,776.50

Task	Employee	J. Jenkins	J. Bybel	D. Smith	E. Nelson	H. Miller	R. Cuellar	M. Campbell	K. Hessel	K. Smith	Survey	J. Montemayor	J. Moser	M. Rudloff	Total Hours	Total Labor Effort	Total Expense Effort	Schnabel Engineering	Elk Engineering	Total Sub Effort	Total Effort	Assumptions
		Project Role	Manager VII	Senior Engineer III	Senior Engineer I	Project Manager VII	Professional VI	Technician VIII	Support Staff III	Survey Manager	Project Surveyor IV	3-Man Crew	Technician VII	Construction Manager IX								
Hourly Bill Rate		\$305.00	\$255.00	\$205.00	\$210.00	\$115.00	\$130.00	\$85.00	\$205.00	\$125.00	\$230.00	\$115.00	\$305.00	\$155.00								
Basic Services																						
Task 1 - Project Management		19	0	0	38	2	0	0	0	0	0	0	0	0	59	\$ 14,005.00	\$ -	\$ 3,510.00	\$ 2,088.00	\$ 5,598.00	\$ 19,603.00	
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan	18			36										54	\$ 13,050.00		\$ 3,510.00	\$ 2,088.00	\$ 5,598.00	\$ 18,648.00	up to 18 reports/invoices
1.2	Meetings																					
1.2.1	Quality Control Audit	1			2	2									5	\$ 955.00		\$ -	\$ -	\$ -	\$ 955.00	1 virtual workshop
Task 2 - Regulatory Agency Coordination and Permits		5	0	0	18	23	0	5	0	0	0	0	0	0	51	\$ 8,375.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 8,675.00	
2.1	Texas Commission on Environmental Quality				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
2.2	Texas Water Development Board				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
2.3	Texas Department of Transportation (TxDOT)				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
2.4	Guadalupe County				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
2.5	City of New Braunfels				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
2.6	Attend up to three (3) one-hour meetings on site or in-person, in-lieu of virtual meetings				3	3									6	\$ 975.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 1,275.00	
2.7	Prepare meeting agendas, summarize meeting minutes, and provide meeting minutes (for up to five (5) meetings) to Construction Management and Inspection (CM&I) via the CM&I Electronic Document Management System (EDMS) within 2 business days of each meeting	5			10	15		5							35	\$ 5,775.00		\$ -	\$ -	\$ -	\$ 5,775.00	
Task 3 - Public Utility Coordination		7	0	0	28	35	0	7	0	0	0	0	0	0	77	\$ 12,635.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 13,335.00	
3.1	Guadalupe Valley Electric Cooperative				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.2	Central Texas Regional Water Supply Corporation				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.3	Canyon Regional Water Authority				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.4	Guadalupe-Blanco River Authority				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.5	New Braunfels Utilities				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.6	Energy Transfer Company				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.7	Lower Colorado River Authority				1	1									2	\$ 325.00		\$ -	\$ -	\$ -	\$ 325.00	one 1-hour virtual meeting or phone conf.
3.8	Attend up to seven (7) one-hour meetings on site or in-person, in-lieu of virtual meetings				7	7									14	\$ 2,275.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 2,975.00	
3.9	Prepare meeting agendas, summarize meeting minutes, and provide meeting minutes (for up to seven (7) meetings) to Construction Management and Inspection (CM&I) via the CM&I Electronic Document Management System (EDMS) within 2 business days of each meeting	7			14	21		7							49	\$ 8,085.00		\$ -	\$ -	\$ -	\$ 8,085.00	
Task 4 - Construction Site Observations and Progress Meetings		6	8	0	142	232	0	0	0	0	0	0	4	4	396	\$ 62,210.00	\$ 4,425.00	\$ 17,045.00	\$ -	\$ 17,045.00	\$ 83,680.00	
4.1	Pre-Construction Meeting	2			8	8									18	\$ 3,210.00		\$ -	\$ -	\$ -	\$ 3,210.00	
4.2	Lake Dunlap Trenchless Crossing Pre-Construction Meeting				8	8									16	\$ 2,600.00		\$ 2,330.00	\$ -	\$ 2,330.00	\$ 4,930.00	
4.3	Monthly Site Observations				54	108									162	\$ 23,760.00	\$ 2,475.00	\$ -	\$ -	\$ -	\$ 26,235.00	up to 18 months
4.4	Special Site Observations	4	8		36	36							4	4	92	\$ 16,800.00	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 18,150.00	up to 9 (includes Task 4.4.5)
4.4.1	Specialty Observations														0	\$ -		\$ 6,180.00	\$ -	\$ 6,180.00	\$ 6,180.00	
4.4.2	Specialty Observation reports														0	\$ -		\$ 3,105.00	\$ -	\$ 3,105.00	\$ 3,105.00	
4.4.3	Notify CM&I team of inconsistencies with observed work														0	\$ -		\$ 900.00	\$ -	\$ 900.00	\$ 900.00	
4.4.4	Coordination with CMI Team														0	\$ -		\$ 4,530.00	\$ -	\$ 4,530.00	\$ 4,530.00	to discuss specification requirements, key points of approved contractor submittals, and periodic review and discussion of their daily observations.
4.5	Monthly Construction Progress Meetings				36	72									108	\$ 15,840.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 16,440.00	up to 18 months, 6 in-person and 12 virtual meetings or phone conferences
Task 5 - Construction Coordination		36	0	0	225	182	0	54	0	0	0	0	0	0	497	\$ 83,750.00	\$ -	\$ -	\$ -	\$ -	\$ 83,750.00	
5.1	Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project	18			162	72		18							270	\$ 49,320.00		\$ -	\$ -	\$ -	\$ 49,320.00	15 hours per month
5.2	Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to three (3) virtual meetings related to quality issues during construction.	2			12	8									22	\$ 4,050.00		\$ -	\$ -	\$ -	\$ 4,050.00	
5.3	Review monthly construction pay applications and make recommendations for payment	4			9	18									31	\$ 5,180.00		\$ -	\$ -	\$ -	\$ 5,180.00	18 pay applications
5.4	Review monthly schedules to confirm compliance with Contract dates and key milestones	4			9	18									31	\$ 5,180.00		\$ -	\$ -	\$ -	\$ 5,180.00	18 monthly schedules
5.5	Review monthly as-builts provided by Contractor	4			15	30									49	\$ 7,820.00		\$ -	\$ -	\$ -	\$ 7,820.00	15 as-builts
5.6	Utilize EDMS for upload/download of all construction-related documentation	4			18	36		36							94	\$ 12,200.00		\$ -	\$ -	\$ -	\$ 12,200.00	
Task 6 - Shop Drawing / Submittal Review		0	16	0	48	168	0	0	0	0	0	0	0	0	232	\$ 33,480.00	\$ -	\$ 20,280.00	\$ 5,256.00	\$ 25,536.00	\$ 59,016.00	
6.1	Review up to sixty (60) shop drawings/submittals for conformance with the project plans and specifications and provide responses within ten (10) working days		8		40	160									208	\$ 28,840.00		\$ 16,680.00	\$ 5,256.00	\$ 21,936.00	\$ 50,776.00	review effort will include the original submittal and first resubmittal
6.2	Task will include receiving and evaluation geotechnical instrumentation and monitoring data.														0	\$ -		\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	up to 4 months of data and that it all looks good.
6.3	Attend one (1) pre-submittal meeting for valves if needed to accelerate submittal preparation.		2		2	2									6	\$ 1,160.00		\$ -	\$ -	\$ -	\$ 1,160.00	
6.4	Attend one (1) pre-submittal meeting for pipe if needed to accelerate submittal preparation.		2		2	2									6	\$ 1,160.00		\$ -	\$ -	\$ -	\$ 1,160.00	
6.5	Attend one (1) pre-submittal meeting for GBRA waterline connection if needed to accelerate submittal preparation		2		2	2									6	\$ 1,160.00		\$ -	\$ -	\$ -	\$ 1,160.00	
6.6	Attend one (1) pre-submittal meeting for lead-based paint abatement if needed to accelerate submittal preparation.		2		2	2									6	\$ 1,160.00		\$ -	\$ -	\$ -	\$ 1,160.00	

Alliance Water Phase 1B Program																				Project Fee Summary		
Pipeline Consultant - Construction Phase Services																				Basic Effort		
12/12/2022																				Supplemental		
Detailed Overall Walker Partners Cost Breakdown																				Total Effort		
Task	Employee	J. Jenkins	J. Bybel	D. Smith	E. Nelson	H. Miller	R. Cuellar	M. Campbell	K. Hessel	K. Smith	Survey	J. Montemayor	J. Moser	M. Rudloff	Total Hours	Total Labor Effort	Total Expense Effort	Schnabel Engineering	Elk Engineering	Total Sub Effort	Total Effort	Assumptions
	Project Role	Manager VII	Senior Engineer III	Senior Engineer I	Project Manager VII	Professional VI	Technician VIII	Support Staff III	Survey Manager	Project Surveyor IV	3-Man Crew	Technician VII	Construction Manager IX	Construction Manager VII								
	Hourly Bill Rate	\$305.00	\$255.00	\$205.00	\$210.00	\$115.00	\$130.00	\$85.00	\$205.00	\$125.00	\$230.00	\$115.00	\$305.00	\$155.00								
	Task 7 - Alternatives and Substitutions	0	8	0	20	40	0	0	0	0	0	0	5	5	78	\$ 13,140.00	\$ -	\$ 2,490.00	\$ -	\$ 2,490.00	\$ 15,630.00	
7.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions with ten (10) working days.		8		20	40							5	5	78	\$ 13,140.00		\$ 2,490.00	\$ -	\$ 2,490.00	\$ 15,630.00	up to 10 (1 for trenchless)
	Task 8 - Request for Information	0	7	0	30	60	60	0	0	0	0	0	3	7	167	\$ 24,785.00	\$ -	\$ 4,905.00	\$ 1,752.00	\$ 6,657.00	\$ 31,442.00	
8.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days		7		30	60	60						3	7	167	\$ 24,785.00		\$ 4,905.00	\$ 1,752.00	\$ 6,657.00	\$ 31,442.00	up to 15 (3 for trenchless & 1 for cathodic)
	Task 9 - Request for Proposals (RFPs), Change Orders (COs), Change Directives, or Field Orders	4	8	0	28	56	28	0	0	0	0	0	8	18	150	\$ 24,450.00	\$ -	\$ 3,780.00	\$ 3,504.00	\$ 7,284.00	\$ 31,734.00	up to 7 Modifications (1 CO for trenchless & 1 CO and 1 FO for cathodic)
9.1	Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS.	1	2		7	14							1	2	27	\$ 4,510.00		\$ -	\$ -	\$ -	\$ 4,510.00	
9.2	Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration.	1	2		7	14							1	2	27	\$ 4,510.00		\$ -	\$ -	\$ -	\$ 4,510.00	
9.3	Review Change Order or Change Directive prepared by the CM&I team.	1	2		7	14	14						3	7	48	\$ 7,715.00		\$ 3,780.00	\$ 1,752.00	\$ 5,532.00	\$ 13,247.00	
9.4	Coordinate with CM&I to prepare Field Orders. CM&I will issue the Field Order form to Contractor through the EDMS.	1	2		7	14	14						3	7	48	\$ 7,715.00		\$ -	\$ 1,752.00	\$ 1,752.00	\$ 9,467.00	
	Task 10 - Substantial/Final Completion Walk-Throughs	2	0	0	28	28	0	0	0	0	0	0	0	0	58	\$ 9,710.00	\$ 400.00	\$ -	\$ -	\$ -	\$ 10,110.00	
10.1	Consultant to conduct one (1) substantial completion walk-through/inspection (per segment for a total of two (2)), 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.				20	20									40	\$ 6,500.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 6,750.00	
10.2	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.	2			8	8									18	\$ 3,210.00	\$ 150.00	\$ -	\$ -	\$ -	\$ 3,360.00	
	Task 11 - Record Drawings	3	4	0	17	38	88	0	0	0	0	0	0	0	150	\$ 21,315.00	\$ -	\$ -	\$ -	\$ -	\$ 21,315.00	
11.1	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:																					
11.1.1	Prepare final Change Order (over and under reconciliations) recapitulation of the Project in conjunction with the final pay request	1			4	8									13	\$ 2,065.00		\$ -	\$ -	\$ -	\$ 2,065.00	
11.1.2	Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor	1	2		8	20	60								91	\$ 12,595.00		\$ -	\$ -	\$ -	\$ 12,595.00	
11.1.3	Prepare Record Drawings of the constructed project based on asset management tagging and/or numbering information provided by the CM&I group	1	2		4	8	20								35	\$ 5,175.00		\$ -	\$ -	\$ -	\$ 5,175.00	
11.1.4	Provide the Owner's Representative: 1. With one (1) set of Record Drawings in .pdf and .dwg electronic format. 2. The DWG file with the reference state plan coordinate system for use by ARWA.				1	2	8								11	\$ 1,480.00		\$ -	\$ -	\$ -	\$ 1,480.00	
	Task 12 - Corrosion Investigation, Data Collection, and Design Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 25,012.00	\$ 25,012.00	\$ 25,012.00	
12.1	Attend a pre-commissioning site visit prior to testing																					
12.1.1	Conduct an alignment walk-thru and develop a punch list of deficiencies														0	\$ -		\$ -	\$ 6,034.00	\$ 6,034.00	\$ 6,034.00	
12.1.2	Attend a site visit to approve contractor's method of checking continuity and isolation along pipeline.														0	\$ -		\$ -	\$ 6,034.00	\$ 6,034.00	\$ 6,034.00	
12.1.3	Check continuity testing performed by contractor (maximum 2 days of site visits)														0	\$ -		\$ -	\$ 3,844.00	\$ 3,844.00	\$ 3,844.00	
12.2	Commissioning/Testing																					
12.2.1	Attend and witness testing performed by contractor (maximum 2 days of site visits)														0	\$ -		\$ -	\$ 3,844.00	\$ 3,844.00	\$ 3,844.00	
12.2.2	Review commissioning survey data and report from contractor.														0	\$ -		\$ -	\$ 1,752.00	\$ 1,752.00	\$ 1,752.00	
12.2.3	Prepare Commissioning Report and develop post-commissioning punch list.														0	\$ -		\$ -	\$ 1,752.00	\$ 1,752.00	\$ 1,752.00	
12.2.4	Adjust for any shortcomings.														0	\$ -		\$ -	\$ 1,752.00	\$ 1,752.00	\$ 1,752.00	
	Task 13 - Subconsultant Mark-up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,962.20	
	Subconsultant 10% Mark-up - Basic Services																				\$ 8,962.20	

Alliance Water Phase 1B Program																Project Fee Summary			
Pipeline Consultant - Construction Phase Services																Basic Effort	\$	412,264.20	
12/12/2022																Supplemental	\$	186,512.30	
Detailed Overall Walker Partners Cost Breakdown																Total Effort	\$	598,776.50	

Task	Employee	J. Jenkins	J. Bybel	D. Smith	E. Nelson	H. Miller	R. Cuellar	M. Campbell	K. Hessel	K. Smith	Survey	J. Montemayor	J. Moser	M. Rudloff	Total Hours	Total Labor Effort	Total Expense Effort	Schnabel Engineering	Elk Engineering	Total Sub Effort	Total Effort	Assumptions
		Project Role	Manager VII	Senior Engineer III	Senior Engineer I	Project Manager VII	Professional VI	Technician VIII	Support Staff III	Survey Manager	Project Surveyor IV	3-Man Crew	Technician VII	Construction Manager IX								
	Hourly Bill Rate	\$305.00	\$255.00	\$205.00	\$210.00	\$115.00	\$130.00	\$85.00	\$205.00	\$125.00	\$230.00	\$115.00	\$305.00	\$155.00								
Supplemental Services																						
	Task 14 - Supplemental Services	20	24	6	207	345	175	0	12	12	80	50	11	6	948	\$ 151,740.00	\$ 2,000.00	\$ 20,085.00	\$ 9,708.00	\$ 29,793.00	\$ 186,512.30	
14.1	Survey														948	\$ 151,740.00	\$ 2,000.00	\$ 20,085.00	\$ 9,708.00	\$ 29,793.00	\$ 186,512.30	
14.1.1	Verify/Reset horizontal and vertical control points for construction purposes				2	2	2		4	4	20	10			44	\$ 7,980.00		\$ -	\$ -	\$ -	\$ 7,980.00	
14.2	General Construction Phase Services, which may include:																					
14.2.1	Additional site visits, includes up to six (6) additional site visits.		4		24	24									52	\$ 8,820.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 9,420.00	
14.2.2	Additional shop drawing/submittal reviews, includes up to seven (7) original submittals and first resubmittal.	2	3		7	14									26	\$ 4,455.00		\$ -	\$ -	\$ -	\$ 4,455.00	
14.2.3	Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant	2			20	40	8						2		72	\$ 11,060.00		\$ -	\$ -	\$ -	\$ 11,060.00	
14.2.4	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.	2			20	40	8						2		72	\$ 11,060.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 11,360.00	
14.2.5	Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement	2			20	40	8						2		72	\$ 11,060.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 11,360.00	
14.2.6	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	2			20	40	8						2		72	\$ 11,060.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 11,360.00	
14.3	Attend additional meetings in the vicinity of the project (5 meetings)	8	8		20	20									56	\$ 10,980.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 11,480.00	
14.4	Survey, Design, and Permitting After Final Design and Procurement																					
14.4.1	Coordinate with developers' engineers who are designing and/or constructing improvements over ARWA's easements.				20	20	40								80	\$ 11,700.00		\$ -	\$ -	\$ -	\$ 11,700.00	
14.4.2	Attend up to five (5) one-hour virtual meetings or phone conferences.		2	2	10	10									24	\$ 4,170.00		\$ -	\$ -	\$ -	\$ 4,170.00	
14.4.3	Conduct additional topographic survey of subdivisions/developments and Weltner Road after construction by others.				2	4	4		8	8	60	40			126	\$ 22,440.00		\$ -	\$ -	\$ -	\$ 22,440.00	
14.4.4	Update designs based on the final design and/or construction of subdivisions/developments and Weltner Road by others		4	4	20	40	60								128	\$ 18,440.00		\$ -	\$ -	\$ -	\$ 18,440.00	
14.4.5	Update permit for proposed maintenance driveway on Weltner Road and submit updated driveway permit to the City of New Braunfels.				1	2									3	\$ 440.00		\$ -	\$ -	\$ -	\$ 440.00	
14.4.6	Prepare and submit Guadalupe County Excavation Permits for up to five (5) new County roadways that are expected to be constructed before ARWA's pipeline is constructed. Casing pipes are to be installed, for ARWA's use, prior to roadway construction on Parcels E005G (4 roads) and E041G (1 road). It is our understanding that the permits will be required to install ARWA's carrier pipe through an existing casing pipe				1	5	5								11	\$ 1,435.00		\$ -	\$ -	\$ -	\$ 1,435.00	
14.4.7	Update project documents based on specific easement requirements that are added after procurement and require revisions to the project documents.				8	20	20								48	\$ 6,580.00		\$ -	\$ -	\$ -	\$ 6,580.00	
14.5	Additional Request for Proposals (RFPs), Change Orders (Cos), Change Directives, or Field Orders, includes up to three (3) Modifications.	2	3		12	24	12						3	6	62	\$ 10,060.00		\$ -	\$ -	\$ -	\$ 10,060.00	
14.6	Additional Support – Trenchless Crossings and Lake Dunlap Crossing														0	\$ -		\$ 20,085.00	\$ -	\$ 20,085.00	\$ 20,085.00	
14.7	Additional Support – Cathodic Protection System														0	\$ -		\$ -	\$ 9,708.00	\$ 9,708.00	\$ 9,708.00	
14.8	Subconsultant 10% Mark-up - Supplemental Services														0	\$ -		\$ -	\$ -	\$ -	\$ 2,979.30	

Task	Employee	J. Jenkins	J. Bybel	D. Smith	E. Nelson	H. Miller	R. Cuellar	M. Campbell	K. Hessel	K. Smith	Survey	J. Montemayor	J. Moser	M. Rudloff	Total Hours	Total Labor Effort	Total Expense Effort	Schnabel Engineering	Elk Engineering	Total Sub Effort	Total Effort	Assumptions
		Project Role	Manager VII	Senior Engineer III	Senior Engineer I	Project Manager VII	Professional VI	Technician VIII	Support Staff III	Survey Manager	Project Surveyor IV	3-Man Crew	Technician VII	Construction Manager IX								
	Hourly Bill Rate	\$305.00	\$255.00	\$205.00	\$210.00	\$115.00	\$130.00	\$85.00	\$205.00	\$125.00	\$230.00	\$115.00	\$305.00	\$155.00								
	Basic Services Totals	82	51	0	622	864	176	66	0	0	0	0	20	34	1,915	\$ 307,855.00	\$ 5,825.00	\$ 52,010.00	\$ 37,612.00	\$ 89,622.00	\$ 412,264.20	
	Supplemental Services Totals	20	24	6	207	345	175	0	12	12	80	50	11	6	948	\$ 151,740.00	\$ 2,000.00	\$ 20,085.00	\$ 9,708.00	\$ 29,793.00	\$ 186,512.30	
	Grand Totals	102	75	6	829	1,209	351	66	12	12	80	50	31	40	2,863	\$ 459,595.00	\$ 7,825.00	\$ 72,095.00	\$ 47,320.00	\$ 119,415.00	\$ 598,776.50	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.5** Consider adoption of Resolution 2022-12-21-003 approving Work Order #7 with Pape-Dawson Engineers, Inc. for Construction Management and Inspection Services on the Authority's Phase 1B program, as recommended by the Technical Committee. ~ *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 Executive Director negotiated the scope and fee for the construction management and inspection services and brought the proposal to the Technical Committee in December for possible recommendation. The committee had questions and subsequently scheduled a call with a sub-set of the Committee to discuss the proposal and possible ways to reduce the effort. As a result of the discussion, the Executive Director worked with Pape-Dawson to revise the proposal to reduce one layer in the organization chart and to reduce the effort by approximately \$200,000. The basic revisions were discussed with the Technical Committee in January and the sub-committee was provided the revised proposal shortly after that meeting. The Executive Director is not aware of any further concerns regarding the revised proposal.

In addition to the typical observation and inspection efforts (observing construction, periodic contractor meetings, submittal/RFI coordination, review of pay apps, schedules and change order requests, etc.), the scope of services includes fee to maintain the electronic document tracking system and maintaining construction trailers at the treatment plant and booster pump station.

Staff anticipates multiple work orders over the next several years with Pape-Dawson for the construction management and inspection work.

Below are some of the key facts regarding the proposal:

Firm: Pape-Dawson Engineers, Inc.

Fee: \$6,437,459

Work Order Type: Hourly Rate, Not-to-Exceed

Anticipated Duration: 12 months

Project Manager: Chris Noe, P.E.

Key Subconsultants: Foster CM Group, TEC Consulting & JH Engineering

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Recommendation

- The Technical Committee unanimously recommended approval of the work order with Pape-Dawson Engineers, Inc.

Attachment(s)

- Resolution 2022-12-21-003
- ARWA Phase 1B CM&I Proposal for 2023 dated December 12, 2022

Board Decision(s) Needed:

- Adoption of Resolution 2022-12-21-003 approving Work Order #7 for Construction Management & Inspection for the Authority's Phase 1B Program.



ALLIANCE WATER

RESOLUTION NO. 201221221-003

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #7 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. The Authority hired Kimley-Horn & Associates to serve as the Owner's Representative for the Authority's Phase 1B Program. The Owner's Representative role is to assist the Authority with development of the whole Phase 1B Program, including coordination with all consultants after selection through completion of the Program.

3. The Authority entered into work orders with Pape-Dawson for construction management and inspection work for the Authority's Phase 1B projects in May 2021 and January 2022.

4. The Authority requires additional construction management and inspection services for the Authority's Phase 1B projects associated with the actual construction activities of the Phase 1B Program for 2023.

5. The Work Order was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the Master Agreement between the Authority and Pape-Dawson.

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

SECTION 1. The attached work order 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 Work Order #7 on behalf of the Authority.

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

Resolution 20221221-003
Phase 1B CM&I Services for 2023

ADOPTED: December 21, 2022.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Lewis
Secretary, Board of Directors

December 12, 2022

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

Re: ARWA Phase 1B CM&I – Work Order #7

Dear Mr. Moore:

We are pleased to present this proposal for providing Construction Management and Inspection (CMI) services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

I. GENERAL TASKS

A. Program Construction Manager Services

- Perform construction observation and construction administration tasks as ARWA’s designated Owner’s Representative during construction.
- Serve as the primary point of contact for the Owner’s Project Team (OPT) in the administration of the construction program. The OPT consists of ARWA, Kimley-Horn, Pape-Dawson, the Design Consultants and the Material Testing Service. Pape-Dawson will establish the construction oversight processes and procedures and conduct progress meetings for the program.
- Suggest required staffing levels and make assignments as necessary to see that construction activities are adequately covered and that the needs of the program are being met. Provide a Construction Management Team (CMT) of qualified personnel to execute the responsibilities of the Owner’s Representative. Major team roles to be staffed include:
 - *Owner’s Representative during Construction (referred to as the CMI in Specification Section 00 73 00 of the Contract Documents)*
 - The single-point of contact for the OPT for Construction Phase activities and is responsible for the execution of Owner’s Representative Services across the Program.
 - *Construction Managers*
 - Provide on-site, full-time Construction Manager for facilities projects for coordination and oversight of project Contractor and PDC activities on behalf of PMC and Owner.
 - Provide on-site, full-time Construction Manager for pipeline projects for coordination and oversight of project Contractor and PDC activities on behalf of PMC and Owner.

- *Owner's Field Representatives*
 - Provide on-site, full-time Owner's Field Representatives for facilities projects for observation of construction activities on behalf of ARWA.
 - Provide on-site, full-time Owner's Field Representatives for pipeline projects for observation of construction activities on behalf of ARWA.
 - Provide specialized Owner's Field Representatives for as needed to support facility and pipeline Owner's Field Representatives. Examples include activities such as electrical, welding, and tunneling.
- *Commissioning Manager*
 - Provide Commissioning Manager to oversee Program's commissioning and startup planning and execution activities.
- Develop, implement, and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities, including submittals, substitution requests, construction schedule, requests for information, requests for change in the Contract Amount or the Contract Time, applications for payment, as-builts, records drawings, materials testing, record-keeping, and operating and maintenance manuals.
 - Review schedules, project costs and project progress payment requests from the Contractor and make recommendations to the Design Consultant for approval or rejection.
 - Provide monthly status reports which include at a minimum:
 - Pape-Dawson progress pay requests
 - Risk Register updates
 - Decision Register updates
 - Updates to Program Schedule milestones which are mutually agreed upon by ARWA, Pape-Dawson and Kimley-Horn
 - Overall Work completed to Date
 - Tasks completed in the last 30 days
 - Tasks to be completed in the next 30 days
 - Overall Work to be completed
 - Reasons & Solutions for Delays
- Develop, implement, and maintain an Electronic Document Management System (EDMS) using Microsoft SharePoint. Pape-Dawson will host the SharePoint site and provide access to individuals involved in Construction Phase activities. Pape-Dawson intends to maintain documents in electronic format to the extent possible to be sustainable and also for ease of search and retrieval. Documentation includes drawings, logs, RFIs, submittals, correspondence, letters and reports. Manage access to EDMS.
- Provide temporary field offices at the Water Treatment Plant and Booster Pump Station for Pape-Dawson use. The Contractor will provide temporary services and connections to the CMT trailer and provide a level gravel pad to support the

trailer. Pape-Dawson is responsible for monthly service charges which will be invoiced to ARWA.

- Provide a Field Observation Report platform that promotes consistency in data collections, is searchable using metadata, and provides near-real time information to the OPT. Pape-Dawson intends to use Headlight to provide this service.

B. Field Construction Manager Services

- Manage and administer the day-to-day Owner Representative requirements of the Projects.
- Serve as the liaison between the construction contractors and the OPT. Provide leadership to the assigned Field Staff in the performance of their duties and manage the administrative efforts required to support construction of the Projects.
- Execute the Construction Management Plan. This includes such activities as determination of pay application quantities, review of schedule updates, coordination of change orders, coordinate material testing, lead daily site observations, and coordinate quality assurance activities with the OPT.
- Maintain and monitor project risk using a risk register. Project risk registers will initially be the Design Consultant's list of open risk items remaining at the end of the Design Phase. The risk register will be reviewed by the OPT and Contractor during progress meetings. As risks to the project develop or change, the register will be updated and reported in Pape-Dawson's monthly status report to ARWA.
- Maintain a decision register to track major discussions items that come up throughout the life of the project. These items will be pulled from the meeting notes as well other communications such as calls and e-mails. Major discussion items will be tracked along with initial and final decisions that are proposed for the item. This log will be a living document and that is updated monthly.

C. Owner's Field Representative Services

- Perform observation and documentation of construction activities for conformance to the Contract Documents as directed by the Construction Manager.
- Provide adequate, qualified staff to conduct daily, on-site, full-time observation services.
- Provide daily quality assurance of the Contractor's quality control process.
- Coordinate Material Testing Service verification testing with Contractors.

D. Commissioning

Serve as ARWA's designated representative as the Program-wide commissioning manager responsible for integrating the commissioning and startup activities of the Program's multiple Projects. Review the Contractor's Facility Startup and Performance Plan, functional and performance test results, completed unit process startup forms, and completed facility performance demonstration/certification

forms. Check the Contractor's scheduled tasks and timelines against the Contractor's Facility Startup and Performance plan for adequacy to meet Program milestones. Coordinate specialists or technical advisers required from the Design Consultant. Work directly with ARWA to facilitate seamless handover to operations staff prior to Commercial Operations. Attend facility startup meetings conducted by the Contractor.

II. SIGNIFICANT SPECIFIC TASKS

A. Bidding Support Services

1. Participate as a member of the Competitive Seal Proposal evaluation team.
2. Compile contract documents from the Contractor and provide to the Program Team.

B. Schedule and Conduct Construction Meetings

1. Preconstruction Conferences
Coordinate and conduct preconstruction conferences with OPT and Contractors. Prepare the meeting agenda packet and meeting minutes for Project meetings and distribute copies as directed by ARWA.
2. Construction Meetings
Coordinate and conduct construction meetings with OPT and Contractors for purposes of conforming with Program schedule goals.

C. Monitor Contractor Activities During Construction Phase to Check Conformance with Program Schedule, Budget and Quality Goals

1. Site Visits
Prepare daily field reports and representative photos that generally document the Contractor's personnel, hours on job site, equipment in use and idle, general safety observations, quality control activities, weather conditions, data relative to extras or deductions in bid items, Work in progress and accomplished, whether Work is in general conformance with the Contract Documents, general observations and documentation of testing procedures and results. Identify deviations in the Work from the Contract Documents, note the deviations in daily reports, notify the Contractor and, as needed, the OPT of the deviations, and monitor the deviations until they are resolved.

Review documentation and Contractor resources to check that Contractor, Subcontractor, and other Project team members have the required qualifications, training, licenses, and certifications as specified.

2. Design Consultant Observation
Monitor Design Consultant observations of the progress and quality of the executed work and coordinate responses to Contractors when work is not proceeding according to contract requirements.

3. Contractor Pay Requests
Before the Contractor submits applications for payment to the Design Consultant under Section 12.1 of the TWDB Supplemental Contract Conditions, review each application in draft form, check whether the amount requested reflects the progress of the Work and is in accordance with the Contract Documents, and provide a recommendation to the Design Consultant as to the acceptability of the application.

4. Contractor Schedule
Review, analyze, and check logic, sequencing, and required milestones in the Contractor's initial schedule. Check Contractor's WBS against SOV to facilitate future payment review process.

Review schedule for variances Contractor's schedule as part of the monthly pay application review process and notify OPT of potential concerns in delivering the Project on time.

5. Contractor Redlines
Maintain records of construction activity, approved changes, and contract deviations to support the preparation of accurate Record Drawings at the conclusion of construction.

6. Quality Assurance
Monitor the Contractor for implementation, documentation, and verification of the Contractor's Quality Control Plan. Receive, log, and distribute QA and testing results from the Material Testing Service. Review submittals and Certified Test Reports. Conduct preparatory meetings of the three-phase control system with CMT, Design Consultant, and Contractor.

7. Change Order Documentation
Monitor and coordinate with the Design Consultant the preparation of supporting documentation and/or design, and review of final draft of Change Order documents. Coordinate with the Design Consultant in the preparation, maintenance, and distribution of the Project Change Order log.

8. Substantial Completion Coordination
Coordinate with OPT and Contractor to conduct an on-site review. Maintain records of list of Work corrections (punch-list items) that need to be addressed for Final Completion and provide to Contractor.

9. Final Completion Coordination

Coordinate with the OPT and Contractor to conduct an on-site review upon notification by Contractor that Work is ready for final inspection and acceptance, and receipt of Contractor's final Application for Payment. Support the Design Consultant with preparation of the final Application for Payment upon work being found acceptable.

E. Monitor, Review and Coordinate RFIs, Change Orders, Field Revisions, Punch Lists, and other Actions during Construction

1. RFI Coordination

Coordinate monitor and log Design Consultant responses to requests for information (RFI) submitted by the Contractor. Prepare, maintain and distribute a Project RFI log. Assist in the resolution of RFI's as needed.

2. Technical Documentation Coordination

Coordinate the provision of technical documentation to support the resolution of claims, disputes and other matters relating to the execution or progress of the construction work or interpretation of the Contract Documents.

3. Change Management

Track the progress of changes (potential and approved). Notify ARWA and Kimley-Horn of potential change requests based on RFI submitted by the Contractor, or discussions of the work. Review Contractor change orders and delay claims and make recommendations to ARWA. Assist the Design Consultant in the preparation of change requests for review, approval or rejection by ARWA providing photographs, field records, testing results and other documentation as needed to help evaluate the change request.

4. Substantial and Final Completion

Coordinate and support the Design Consultants professional inspections to determine the dates of substantial completion and final completion for the Project, to evaluate the work for acceptable conformance with the construction contract documents and to verify that any minor deviations from the construction contract documents have been corrected. Coordinate with the Design Consultants to receive and review written warranties and related documents required by the construction contract documents and assembled by the Contractor.

5. Submittals

- Monitor and record the progress of Contractor submittals such as shop drawings, product data, samples, schedules, laboratory, quarry, shop and mill tests of material and equipment. Coordinate and monitor Design Consultant progress in review and processing of Contractor submittals.
- Identify if submittals are reviewed and returned to the Contractor by the Design Consultants with recommendation for action to be taken

- Prepare, maintain and provide updated electronic copies of the Master Submittal Log. The Master Submittal Log will indicate the accurate status of project submittal requirements. Maintain status of submittals such as Reviewed, Reviewed with Comments, Revise and Resubmit or Other Action. The Contractor will prepare a Submittal Schedule, based on the Master Submittal Log. The Master Submittal Log will be distributed as requested by ARWA.

F. Monitor and Coordinate Program and Project Close Out

1. Record Drawings

Coordinate and monitor the Design Consultant's review of contractor as-built drawings and check that compiled field changes and orders, and permit corrections are complete and correctly reflected on drawings according to best available information and knowledge. Production of the record drawings will be done by the Design Consultant.

2. Close Out Procedure

Work with the Design Consultants and ARWA to check that close out paperwork required by the TWDB and Contract Documents is completed and submitted to receive release of retainage and Certificate of Approval for each Project.

Estimate of costs: See attached Exhibit A.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Because the construction phase Owner's Representative support services are dependent on the number and duration of individual construction projects, this scope and fee is only an estimate to establish an initial funding of the Owner's Representative's work. The fee will be reevaluated as work progresses and additional fees may be required.*
- *Staffing is based on full-time observation, estimated at 50 hours per week, one crew per heading and one crew per facility. The time frames are shown in Exhibits B and C.*
- *Work will be invoiced on an hourly basis using the attached rate schedule (Exhibit D). Rates are valid through 2023.*
- *Microsoft SharePoint services are estimated based upon standard cloud business deployment. Program needs that escalate those standard deployments, such as cyber-security requirements, will require additional fees.*
- *Direct expenses for reproduction, travel, express mail, special deliveries, trailer rental, and temporary office utilities will be invoiced at cost per the Master Agreement.*
- *Additional services requested by ARWA which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of **\$6,437,459.00** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This also includes estimated expenses for field office trailers, temporary field office services, a cloud-based field reporting system, and

other direct expenses as defined below. This budget figure does not include applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the **27th** day of **May 2020**, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein. Conflicts between the Master Agreement and this Proposal to be governed and controlled by this Proposal.

We appreciate the opportunity to work with you on this project. If this proposal meets with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email, fax or US Mail for our records. Receipt of the executed document serves as authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Engineers, Inc.



Chris Noe, P.E.
Vice President



Cara C. Tackett, P.E.
Managing Principal, Water Resources

Attachments

- Exhibit A – Estimate of Costs
- Exhibit B – CMI Organization Chart
- Exhibit C – Estimated Staffing Matrix for 2023
- Exhibit D – 2023 Hourly Rate Schedule

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EXHIBIT A
Estimate of Costs

	2023	
	<u>Hr - total</u>	<u>Fee</u>
A. Program Construction Manager Services		
Develop, Implement and Execute CMP	Jan - Dec 2023 (12 months)	
CMI Program Manager (PD)	1,740	400,200
Assistant CM (PD)	2,288	491,920
Administrative (PD)	520	57,200
Develop, Implement and Maintain EDMS	Jan - Dec 2023 (12 months)	
SharePoint Tech (PD)		
Document Control Manager	1,800	234,000
Provide Field Observation Platform	Jan - Dec 2023 (12 months)	
	<u>Total</u>	<u>Fee</u>
Headlight Platform (10 seats x 12 months)	120	34,980
GPS Equipment	60	7,920
Provide Temporary Field Offices	Jan - Dec 2023 (12 months)	
	<u>Total</u>	<u>Fee</u>
WTP Trailer (Rent/mo)	12	22,070
WTP Utilities (Monthly)	12	2,640
WTP Trailer (Teardown)		6,820
BPS Trailer (Rent)	12	20,645
BPS Utilities	12	2,640
BPS Trailer (Teardown)		6,270
Labor Subtotal	6,348	1,183,320
Non-Labor Subtotal		103,985
B. Field Construction Manager Services		
Execute CMP	Jan - Dec 2023 (12 months)	
Senior CM Facilities (TEC)	104	22,880
CM Facilities (TEC)	2,640	580,800
CM Pipelines	2,640	580,800
Labor Subtotal	5,384	1,184,480
C. Owner's Field Representative Services		
WTP Field Observation and Reporting	Jan -Dec 2023 (12 months)	
WTP Lead Field Representative	2,880	518,400
Facility Electrical Field Representative	60	10,800
Facilities - I&C Field Representative	50	10,400
BPS Field Observation and Reporting	Jan -Dec 2023 (12 months)	
BPS Lead Field Representative	880	158,400
Facility Electrical Field Representative	20	3,600
Facilities - I&C Field Representative	40	8,320
Senior Pipeline Field Oversight	Jan - Dec 2023 (12 months)	
Tunnel Field Representative (PE)	50	15,125
Segment A Field Observation and Reporting	Jan - Dec 2023 (12 months)	
Inspector	1,540	261,800
Inspector	1,820	309,400

EXHIBIT A
Estimate of Costs

	2023	
	<u>Hr - total</u>	<u>Fee</u>
Segment B Field Observation and Reporting	Jan - Dec 2023 (12 months)	
Inspector	2,200	374,000
Inspector	440	74,800
Inspector	240	40,800
Segment C Field Observation and Reporting	Jan - Dec 2023 (12 months)	
Inspector	1,100	187,000
Inspector	1,300	221,000
Inspector	440	74,800
Segment D Field Observation and Reporting	Jan - Dec 2023 (12 months)	
Inspector	2,640	448,800
Inspector	2,760	469,200
Segment E Field Observation and Reporting	Jan - Dec 2023 (12 months)	
	2,640	448,800
Labor Subtotal	21,100	3,635,445
<u>D. Commissioning Services</u>		
Program-Wide Commissioning and Startup Oversight	Jan - Dec 2023 (12 months)	
Facility - Commissioning and Startup Manager	160	42,400
JE Engineering		163,643
Labor Subtotal		206,043
TOTALS		
Labor Total	32,832	6,209,288
Non-Labor Total		103,985
Estimated Direct Expenses (2% of Labor)		124,186
Grand Total		\$ 6,437,459

EXHIBIT B
CMI Organization Chart

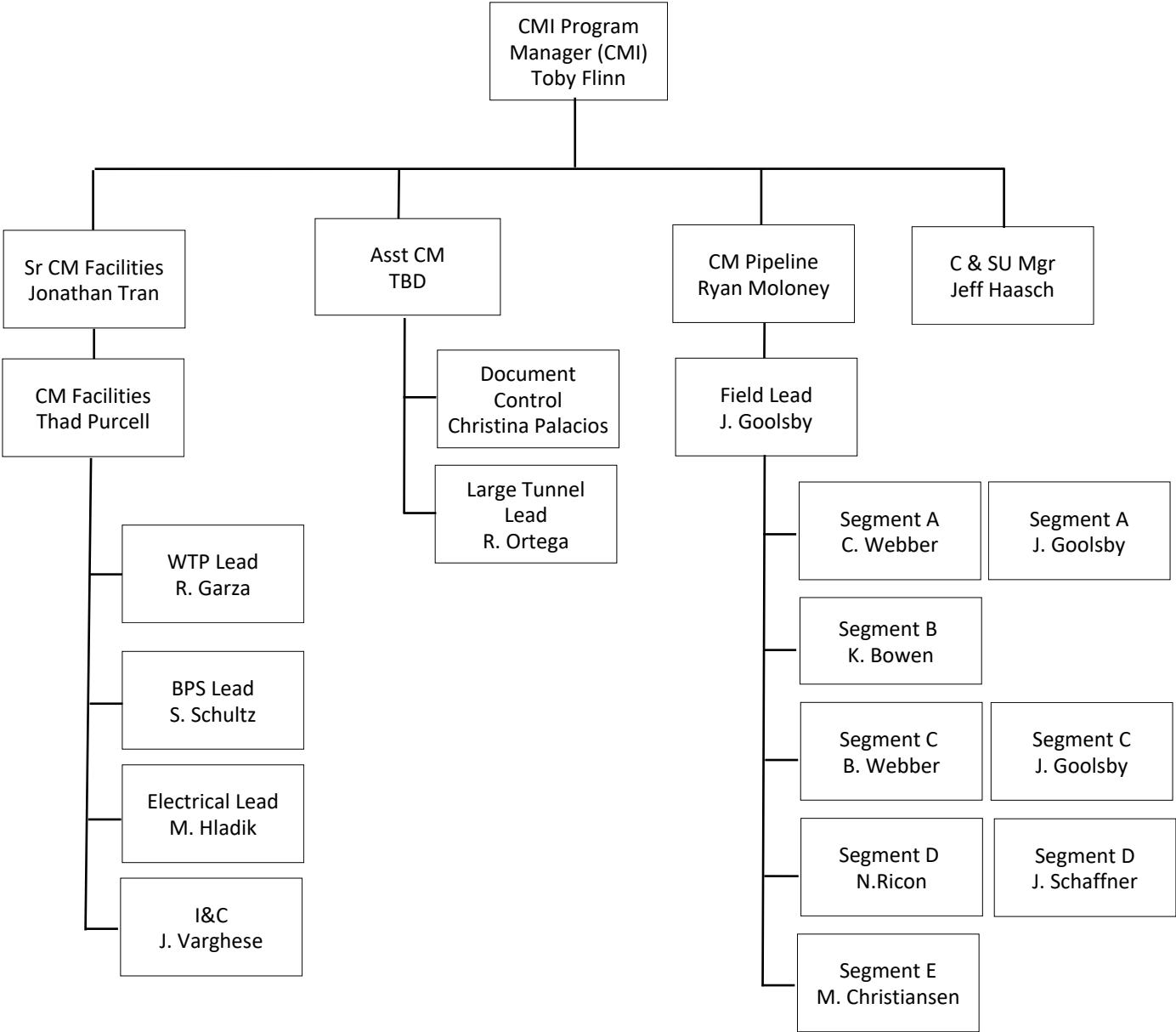


EXHIBIT C - Estimated Staffing Matrix

	NTP	2023												Hours	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
A. Program Construction Manager Services															
Develop, Implement and Execute CMP															
CMI Program Manager (PD)		145	145	145	145	145	145	145	145	145	145	145	145	145	1,740
Assistant CM (PD)		192	190	192	190	190	190	190	192	192	190	190	190	2,288	
Administrative (PD)		44	44	44	44	44	44	44	44	44	44	44	36	520	
Develop, Implement and Maintain EDMS															
Document Control Manager		150	150	150	150	150	150	150	150	150	150	150	150	1,800	
B. Field Construction Manager Services															
Execute CMP															
Senior CM Facilities (TEC)		9	9	9	9	9	9	9	9	9	9	9	5	104	
CM Facilities (TEC)		220	220	220	220	220	220	220	220	220	220	220	220	2,640	
CM Pipeline (PD)		220	220	220	220	220	220	220	220	220	220	220	220	2,640	
C. Owner's Field Representative Services															
WTP Field Observation and Reporting															
WTP Lead Field Representative	Jul-21	240	240	240	240	240	240	240	240	240	240	240	240	2,880	
Facility Electrical Field Representative								10	10	10	10	10	10	60	
Facilities - I&C Field Representative		-	-						10	10	10	10	10	50	
BPS Field Observation and Reporting															
BPS Lead Field Representative	Oct-21	220	220	220	220									880	
Facility Electrical Field Representative		-	-	10	10									20	
Facilities - I&C Field Representative		-	-	10	10	10	10							40	
Delivery Points Field Observation and Reporting															
BPS Lead Field Representative	Nov-21	Included in BPS Effort												-	
BPS Electrical Field Representative		Included in WTP & BPS Effort												-	
Facility Quality Manager		Included in WTP & BPS Effort												-	
Senior Pipeline Field Oversight															
Tunnel Field Representative (PE)		-	-	-	-	-	10	10	10	10	10	-	-	50	
Pipe Lead Field Representative		Included in Field Observation and Reporting						-	-	-	-	-	-	-	
Field Observation and Reporting															
RWI Field Observation and Reporting	Jul-21	Included in WTP												-	
Segment A Field Observation and Reporting	Nov-21	220	220	220	220	220	220	220	220					1,540	
Segment A Field Observation and Reporting	Nov-21	260	260	260	260	260	260	260	-	-	-	-	-	1,820	
Segment B Field Observation and Reporting	Feb-22	220	220	220	220	220	220	220	220	220	220			2,200	
Segment B Field Observation and Reporting	Feb-22	220	220	-	-	-								440	
Segment B Field Observation and Reporting	Feb-22	240												240	
Segment C Field Observation and Reporting		-	-	-	-	-	-	-	220	220	220	220	220	1,100	
Segment C Field Observation and Reporting									260	260	260	260	260	1,300	
Segment C Field Observation and Reporting		-	-	-	-	-	-	-	-	-	-	220	220	440	
Segment D Field Observation and Reporting	Sep-22	220	220	220	220	220	220	220	220	220	220	220	220	2,640	
Segment D Field Observation and Reporting	Sep-22	230	230	230	230	230	230	230	230	230	230	230	230	2,760	
Segment E Field Observation and Reporting		-	240	240	240	240	240	240	240	240	240	240	240	2,640	
D. Commissioning Services															
Program-Wide Commissioning and Startup Oversight															
Facility - Commissioning and Startup Manager	Jan-22						20	20	20	20	20	20	20	160	
JEH Engineering															
TOTALS LABOR														32,992	

EXHIBIT D
2023 HOURLY RATES

Key Staff		Range (\$/Hr)	
Principal In Charge		\$300	
Project Manager (CMI)		\$230	
Construction Manager		\$220	
Assistant Construction Manager		\$210	\$215
Commissioning Manager		\$265	
Full-Time Inspectors ⁽¹⁾		Range (\$/Hr)	
Pipeline (Senior)		\$155	\$170
Pipeline (Junior)		\$110	\$120
Facility - Building/Structural/Mechanical		\$180	\$205
Facility - Quality Manager		\$160	\$180
As-Needed Inspectors ⁽²⁾		Range (\$/Hr)	
Electrical / I&C		\$200	\$220
CWI/Coatings		\$155	\$175
Cathodic Protection		\$190	\$220
Process Equipment		\$180	\$205
Tunnel (P.E.)		\$200	\$225
Support		Range (\$/Hr)	
Scheduler		\$190	\$200
Administrative		\$100	\$110
SharePoint Manager		\$150	\$170
SharePoint Tech		\$110	\$130
Document Control Manager		\$130	\$135
Document Control Assistant		\$85	\$100
Notes			
(1) Rates include costs for vehicle, per diem, and lodging			
(2) Mileage, vehicle, and lodging costs may be charged for this group at standard allowable rates			

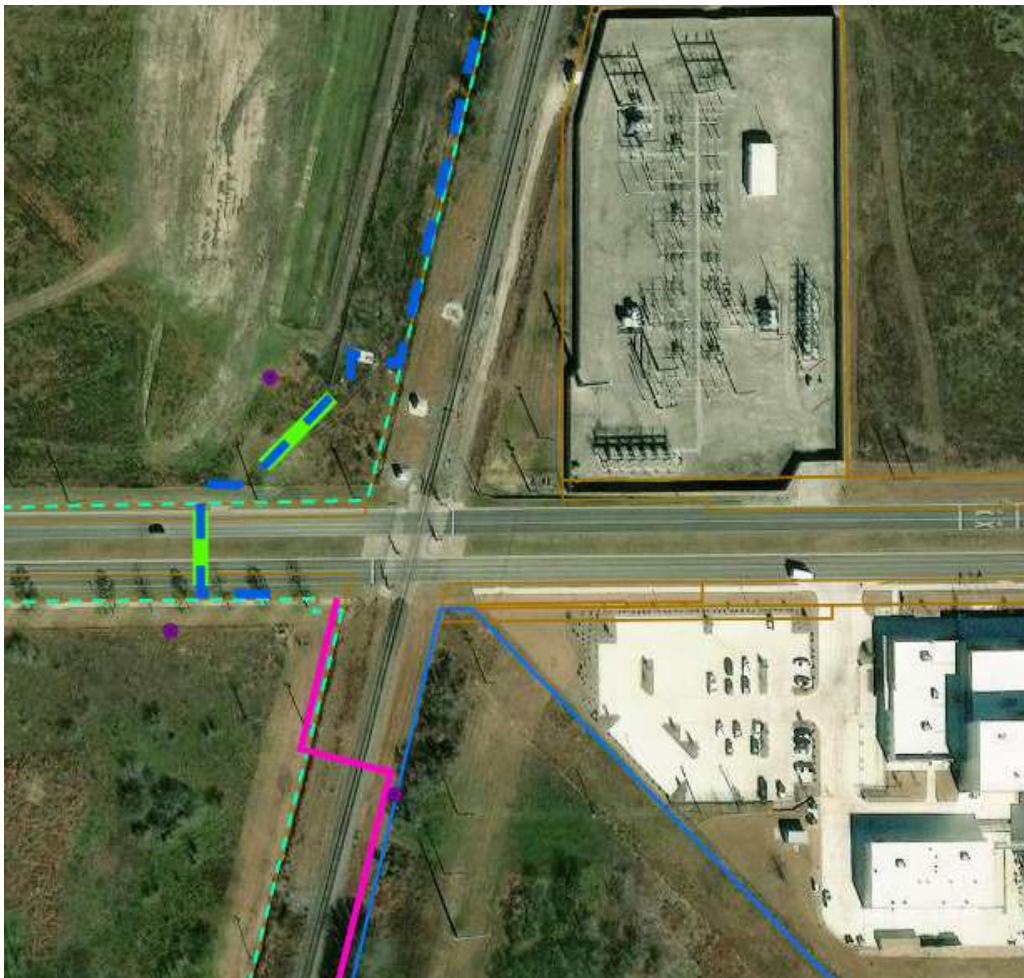
REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.6** Consider adoption of Resolution 2022-12-21-004 approving a Pipeline Crossing Agreement between the Authority and the Union Pacific Railroad Company for the Segment C pipeline near Kohler's Crossing in Kyle. ~ *Graham Moore, P.E., Executive Director*

The Union Pacific Railroad Company (UPRR) has a rail line near Kohler's Crossing in Kyle. UPRR is working on a siding project for the rail line that will add a second line to the west. Alliance Water's existing Phase 1A pipeline is adjacent to the current railroad right-of-way, the siding project will expand the ROW and will encroach onto Alliance Water's easement. In addition, the Alliance Water Segment C pipeline and related easement will cross the existing rail line and the added siding. A Pipeline Crossing Agreement is required in order to allow Alliance Water to cross the rail line and will allow Alliance Water's existing line to remain in place.



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Additional pipeline crossing agreements with UPRR will be required for the two additional UPRR crossings on the Segment C project – these agreements are currently being drafted. Those agreements will be brought to the Board when the projects are moving forward to construction.

Attachment(s)

- Resolution 2022-12-21-004
- UPRR Pipeline Crossing Agreement

Board Decision(s) Needed:

- Adoption of Resolution 2022-12-21-004 approving a Pipeline Crossing Agreement with the Union Pacific Railroad Company and authorizing the Executive Director, Graham Moore, to execute all documents on behalf of Alliance Water.



ALLIANCE WATER

RESOLUTION NO. 20221221-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A PIPELINE CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE CROSSING OF AN EXISTING RAIL LINE; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE AGREEMENT, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority's ("Alliance Water") Phase 1B Segment C pipeline will cross under an existing rail line owned and operated by the Union Pacific Railroad Company ("UPRR").
2. UPRR requires a Pipeline Crossing Agreement be entered into by any utility that has facilities crossing its existing rail lines.
3. Attached is the standard UPRR Pipeline Crossing Agreement for such pipeline crossings – the agreement has been reviewed by Alliance Water's Staff.

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

SECTION 1. The attached Encroachment Agreement between Alliance Water and the Union Pacific Railroad Company is approved.

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

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

ADOPTED: December 21, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Lewis
Secretary, Board of Directors

PIPELINE CROSSING AGREEMENT

Mile Post: 198.11, Austin Subdivision
Location: Kyle, Hays County, Texas

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 2022, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **ALLIANCE REGIONAL WATER AUTHORITY**, Texas to be addressed at 630 E. Hopkins, San Marcos, Texas 78666 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

- A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate 24 inch potable water underground only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Kyle, Hays County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated September 1, 2022, attached hereto as **Exhibit A** and made a part hereof.
- B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for 24-inch underground potable water pipeline, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.
- C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

- A. This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

- A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.
- B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

- A. For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

- A. If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

- A. The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

- A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

- B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

- A. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

- A. Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0786692)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: Alliance Regional Water Authority
630 E. Hopkins
San Marcos, Texas 78666

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

- A. Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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

UNION PACIFIC RAILROAD COMPANY

**ALLIANCE REGIONAL WATER
AUTHORITY**

By: _____

By: _____

Name Printed: _____

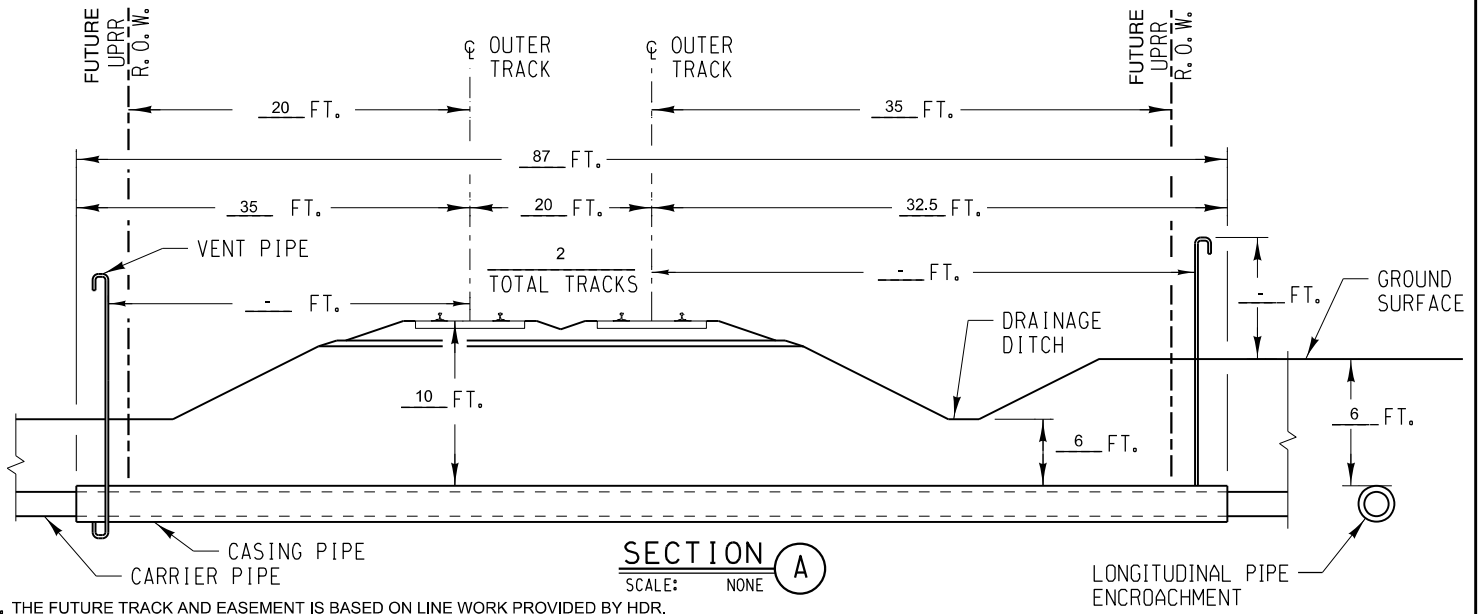
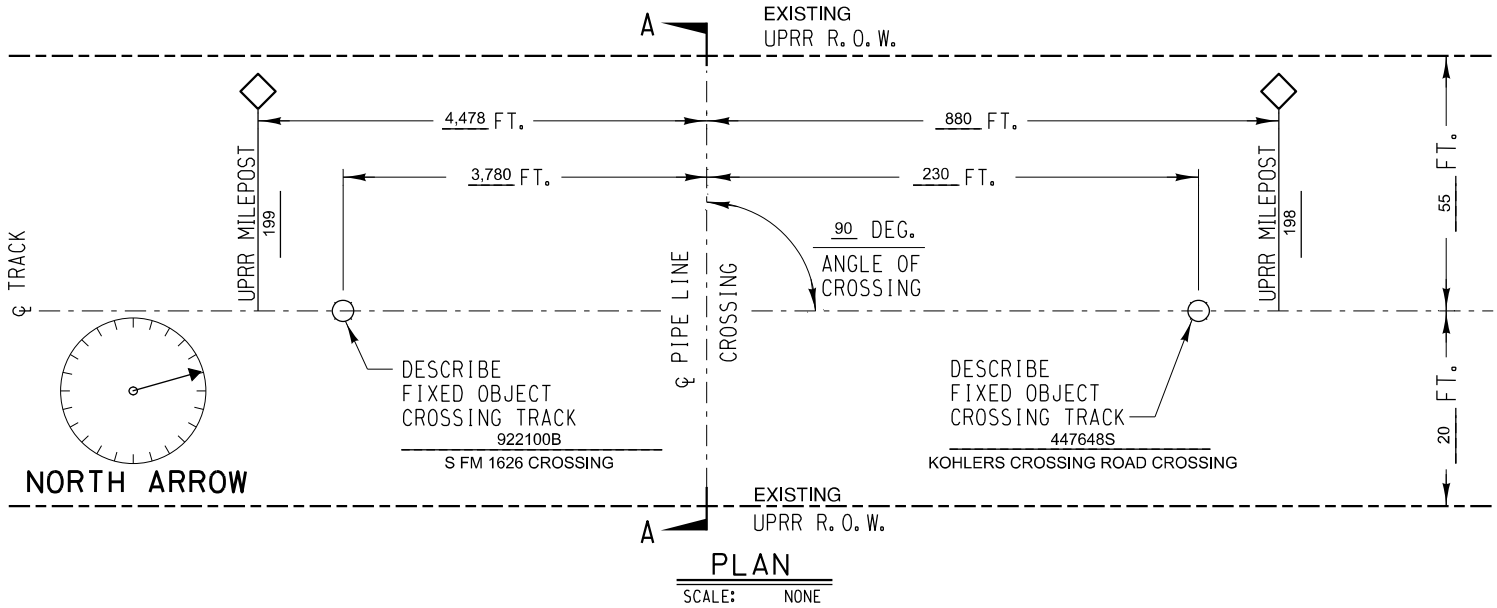
Name Printed: _____

Title: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



NOTES: THE FUTURE TRACK AND EASEMENT IS BASED ON LINE WORK PROVIDED BY HDR.
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION MICRO-TUNNEL
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT 37 FEET.
- C) SIGNS PROVIDED? YES.
- D) CARRIER MATERIAL DUCTILE IRON OR STEEL PIPE. IF RCP, CLASS V? ____
 COMMODITY TO BE CONVEYED POTABLE WATER.
 OPERATIONAL PRESSURE 100 PSI. MAOP ____ PSI.
 WALL THICKNESS (INCH)/ SCHEDULE : ____ . DIAMETER 24 IN.
 CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL. IF RCP, CLASS V? ____
 TOTAL LENGTH CASING PIPE: 87 FT.
 WALL THICKNESS 5/8 IN. DIAMETER 42 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
35 AND 32.5.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: AUSTIN	
TRACK TYPE: MAINLINE	
M.P.: 198.10	LAT.: 30deg 1' 39.44"
E.S.M.: 10569+00	LONG.: 97deg 52' 1.56"
NEAREST CITY: BUDA	COUNTY: HAYS STATE: TX
APPLICANT: ALLIANCE REGIONAL WATER AUTHORITY	
FILE NO.: 0786792	DATE: 09 / 01 / 2022

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's

expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition.

Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.7** Consider adoption of Resolution 2022-12-21-005 setting the Authority's priorities for the 88th Texas Legislative Session. ~ *Graham Moore, P.E., Executive Director.* ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Attached are the Authority's proposed legislative priorities for the 88th Legislative Session as discussed with the Board at the November meeting.

Legislative Calendar

Below are some of the key dates for the 88th Legislative session:

- January 10th – first day of session
- March 10th – deadline for bill filing
- May 29th – last day of session

Attachment(s)

- Legislative Priorities for the 88th Legislative Session

Board Decision(s) Needed:

- Adoption of Resolution 2022-12-21-005 setting the Authority's priorities for the 88th Texas Legislative Session.



ALLIANCE WATER

RESOLUTION NO. 20221221-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING ADOPTING LEGISLATIVE PRIORITIES FOR THE AUTHORITY'S LEGISLATIVE AGENDA FOR THE 88TH SESSION OF THE TEXAS LEGISLATURE IN 2019; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority ("Alliance Water") Board of Directors recognizes the need for an active state legislative program to ensure that the interests of Alliance Water and its member Sponsors are protected and enhanced.
2. Alliance Water will participate in the 88th Texas Legislative Session in 2023 through monitoring and actively advocating for or against legislation to support and safeguard the interests of Alliance Water and its Sponsors.

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

PART 1. The Legislative Priorities for the 88th Texas Legislative Session attached to this resolution are hereby adopted for the purposes of guiding Alliance Water's state legislative program.

PART 2. This Resolution shall become effective upon its adoption.

PART 3. The meeting at which this Resolution was approved was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

ADOPTED: December 21, 2022.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



ALLIANCE WATER

Alliance Regional Water Authority

Legislative Priorities for the 88th Texas Legislative Session

The Alliance Regional Water Authority (Alliance Water) recognizes the need for an active state legislative program to ensure the goals of Alliance Water and its Sponsors are protected and enhanced. As directed by the Board of Directors, Alliance Water will participate in the 88th Texas Legislative Session (2023) process through monitoring and actively advocating for or against legislation to support or safeguard the interests of Alliance Water. Below is a set of specific issues Alliance Water is tracking along with the direction that the staff and Alliance Water's legislative advocates intend to pursue.

Issues to Support

1. Expansion of Aquifer Storage & Recovery (ASR) Projects Below the Fresh Edwards – Alliance Water supports legislative efforts to allow the development of ASR projects below (saline zone and deeper aquifers, including the Trinity) the fresh zone of the Edwards Aquifer for the San Antonio pool so long as the fresh Edwards Aquifer is appropriately protected.
2. Support Amendment of Edwards Aquifer Act to address EAA Regular Permit use outside of EAA boundaries – The Edwards Aquifer Authority has identified that some of its regular permit holders have certificates of convenience and necessity that extend beyond the EAA boundaries. The EAA has provided notification to regular permit holders of this situation and recognizes the difficulty and/or significant costs that would be incurred to ensure that the EAA water is used only within the EAA boundaries. Therefore, the EAA is seeking an amendment to the Edwards Aquifer Act to address this issue. Alliance Water supports this amendment process as some of its sponsors may be impacted.

3. Efforts to Make CCN Decertification by Developers More Balanced – Alliance Water supports legislative changes to make decertification of an area from a utility’s certificate of convenience and necessity (CCN) by a developer more balanced. The utility as the CCN holder must plan to provide service for all future needs within their CCN, including the development of long-term water supplies. Decertification of an area from a CCN can jeopardize the utility’s ability to pay for facilities and future supplies after commitments have been made and costs incurred to provide service to the area. At a minimum the decertification process should shift the burden to a developer to show that decertification is appropriate, and clarify the financial compensation that is necessary to make the utility whole for any area that is released.
4. Groundwater District Authority – Alliance Water supports legislation to further define groundwater districts’ rights to enter property and close or plug abandoned wells as a means of protecting groundwater resources, and to confirm the ability of districts to expend funds on water conservation education.

Issues to Monitor & Defend

1. Legislative changes to wholesale water supply contracting provisions.
2. Legislative changes that would negatively impact the cost of developing water supply projects.
3. Any bills that would limit, restrict or prohibit Alliance Water from exercising current powers or repeal current powers to acquire or transport water to its Sponsors (i.e., limitations on eminent domain, burdensome environmental regulations related to pipeline construction, unanticipated restrictions on short or long-term water development for the Authority in the future, etc.).
4. Any initiatives that affect the rights of Alliance Water’s Sponsors to control and reuse treated wastewater from their wastewater treatment plants.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, December 21, 2022 at 3:00 PM
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.
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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 21, 2022 at 3:00 PM
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- 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*
 - D. Rocco Moses, James Paul Moses and Richard Lawrence v. Alliance Regional Water Authority, Cause No. 22-O-383 filed in Caldwell County District Court and related disputes with Rocco Moses, James Paul Moses and Richard Lawrence*
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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. *Rocco Moses, James Paul Moses and Richard Lawrence v. Alliance Regional Water Authority, Cause No. 22-O-383 filed in Caldwell County District Court and related disputes with Rocco Moses, James Paul Moses and Richard Lawrence, including possible settlement agreement and direction to Staff*
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K. ADJOURNMENT
