

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

PART 1

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572
Code: 335 859 050#

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 335 859 050#

In accordance with Governor Abbott's Executive Order, declaration of the COVID-19 public health threat, and action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of Alliance Regional Water Authority's (the Authority's) Board of Directors will hold a meeting by telephonic conference call at 3:00 PM, Wednesday, March 10th, 2021. The public may participate in this meeting by calling the following number and code:

Conference Call Number: 1-903-405-2572
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Members of the public wishing to make public comment during the meeting must register by emailing info@alliancewater.org prior to 3:00 p.m. on March 10, 2021. 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 January 27, 2021. ~ *Graham Moore, P.E., Executive Director*

D.2 Consider approval of the financial reports for January 2021. ~ *Graham Moore, P.E., Executive Director*

E. PUBLIC HEARINGS / PRESENTATIONS - None

E.1 Phase 1A Booster Pump Station Ribbon Cutting ~ *Graham Moore, P.E., Executive Director*

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F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*
- F.3 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

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

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Consider adoption of Resolution 2021-03-10-001 accepting the Phase 1A Booster Pump Station Project and requesting release of final payment from the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*
- H.2 Consider adoption of Resolution 2021-03-10-002 accepting and approving the Audit Report for the 2019-2020 Financial Audit of the Authority. ~ *Phil Vaughan, Armstrong, Vaughan & Associates*
- H.3 Consider adoption of Resolution 2021-03-10-003 approving Work Order #5 with Kimley-Horn and Associates, Inc. for Phase 1B Owner's Representative Services for March 2021 through February 2022. ~ *Graham Moore, P.E., Executive Director*
- H.4 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.5 Update, discussion and possible direction to Staff regarding the Authority's Phase 1B Program Schedule. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

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- H.6 Consider adoption of Resolution 2021-03-10-004 approving Supplemental Amendment #4 to Work Order #3 with Walker Partners, LLC for additional Design Phase and Bid Phase Services for the Phase 1B Water Treatment Plant Project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.7 Consider adoption of Resolution 2021-03-10-005 approving Work Order #2 with Alan Plummer & Associates, Inc. for Final Design of the Phase 1B Inline Elevated Storage Tanks. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.8 Consider adoption of Resolution 2021-03-10-006 approving the Memorandum of Understanding between the Authority and the City of San Marcos and County Line Special Utility District for Water Supply Sharing. ~ *Graham Moore, P.E., Executive Director*
- H.9 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- J. EXECUTIVE SESSION
 - J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
 - J.2 Action from Executive Session on the following matters:
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
 - D. *Consideration of Resolution 2021-03-10-007 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*

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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.

K. ADJOURNMENT

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

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A. CALL TO ORDER

No Backup Information for this Item.

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Tim Samford (Kyle – Treatment Operations Manager)	April 2021	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2021	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2021	
Tom Taggart (San Marcos – Executive Director of Public Services)	April 2021	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Derrick Turley (Kyle)	April 2021	
Vacant (San Marcos)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Vacant (San Marcos)	April 2022	

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

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

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D.1 Consider approval of minutes of the Regular Meeting held January 27, 2021. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- 2021 01 27 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Monday, January 27, 2021

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, January 27, 2021 via conference call in accordance with Governor Abbott's Executive Order declaring the COVID-19 public health threat and temporarily suspending certain provisions of the Texas Open Meetings Act.

- A. CALL TO ORDER.
The Alliance Water Board Meeting was called to order at 3:00p.m. by Mr. Betz.

- B. ROLL CALL.
 - **Present: Hughson, Taylor, Samford, Neffendorf, Gleason, Ramos, Taggart, Betz, Turley and Allen joining in Item G.**
 - **Absent: Earp with two seats vacant.**

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

- D. CONSENT AGENDA
 - D.1 Consider approval of minutes of the Regular Meeting held December 16, 2020.
 - D.2 Consider approval of the financial reports for November and December 2020.
 - D.3 Consider approval of the Quarterly Investment Report for the period ending on December 31, 2020.
 - D.4 Consider adoption of Resolution 2021-01-27-001 supporting the nomination of Tom Taggart as a candidate to be re-appointed as a voting member of

the South Central Texas Regional Water Planning Group (Region L) Board in the area of Municipalities.

- **Motion to approve the consent agenda items D.1 through D.4 as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 9-0 vote.**

Items F.1 through F.3 were not opened for discussion.

- F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Director of Operations*
- F.3 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

- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Consider adoption of Resolution 2021-01-27-002 accepting the Phase 1A Segment B Pipeline Project and requesting release of final payment from the Texas Water Development Board.
- **Mr. Taggart inquired if the warranty starts on resolution approval.**
 - **Mr. Moore responded that yes, the warranty starts upon resolution approval.**
 - **Motion to adopt Resolution 2021-01-27-002 accepting the Phase 1A Segment B Pipeline Project and requesting release of final payment from the Texas Water Development Board as presented was made by Mr. Taylor, seconded by Mr. Neffendorf and approved on a 10-0 vote.**
- H.2 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Ryan Sowa with Kimley-Horn provided an update on the Authority's Phase 1B Program.**
 - **No Action.**

- H.3 Consider adoption of Resolution 2021-01-27-003 approving Work Order #4 with Pape-Dawson Engineering, Inc. for Construction Management and Inspection Services related to the Phase 1B Program.
- **Motion to adopt Resolution 2021-01-27-003 approving Work Order #4 with Pape-Dawson Engineering, Inc. for Construction Management and Inspection Services for the Phase 1B Program as presented, was made by Mr. Ramos, seconded by Mr. Taylor and approved on a 10-0 vote.**
- H.4 Update, discussion and possible direction to Staff regarding the initial raw water quality data obtained from the Phase 1B Well Drilling project.
- **An update was not provided as the data was not available at the time of the meeting.**
- H.5 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff.
- **Scott Miller with Texas Solutions Group attended the meeting and updated the Board on general legislative activities.**
 - **Mr. Miller noted that House committee appointments may not occur until Mid-February.**
 - **Mr. Taggart inquired about HB 1130 amending Chapter 251 of the Utilities Code to include civil remedies for failure of underground utilities to comply.**
 - **Mr. Moore provided a quick overview of the bill and noted that he has not reached out to any other entities yet to determine whether or not they are supporting the bill.**
 - **No Action.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**
- J.1 The Board of Directors recessed into Executive Session at 3:40 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, and/or Section 551.072 to discuss water supply project partnership options. The Board of Directors reconvened from Executive Session at 4:47 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.
- **No Action.**
- D. Consider adoption of Resolution 2021-01-27-004 approving Work Order #8 with Blanton & Associates, Inc. for cemetery investigation work associated with the Authority's Phase 1B Program.
- **Motion to adopt Resolution 2021-01-27-004 approving Work Order #8 with Blanton & Associates, Inc. for cemetery investigation work after the release by the Technical Committee was made by Mr. Taylor, seconded by Ms. Hughson and approved on a 10-0 vote.**
- E. Consideration of Resolution 2021-01-27-005 approving a Purchase Agreement with Ashley Wineinger for a permanent pipeline easement on Parcel D023C.
- **Motion to adopt Resolution 2021-01-27-005 approving a Purchase Agreement with Ashley Wineinger not-to-exceed amount discussed in Executive Session was made by Mr. Neffendorf, seconded by Mr. Taggart and approved on a 10-0 vote.**
- F. Consideration of Resolution 2021-01-27-006 approving a Purchase Agreement with Terry and Sharon Rust for a permanent pipeline easement on Parcel D084G.
- **Motion to adopt Resolution 2021-01-27-006 approving a Purchase Agreement with Terry and Sharon Rust was made by Mr. Neffendorf, seconded by Mr. Allen and approved on a 10-0 vote.**
- G. Consideration of Resolution 2021-01-27-007 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.
- **Motion to adopt Resolution 2021-01-27-007 finding Public Convenience and Necessity and authorizing Eminent Domain**

Proceedings, if necessary, for acquisitions as presented was made by Mr. Taylor, seconded by Mr. Ramos and approved on a 10-0 vote.

K. ADJOURNMENT

- **Meeting was adjourned at 4:54 p.m. based on the motion by Mr. Taylor, seconded by Ms. Hughson on a 10-0 vote.**

APPROVED: _____, 2021

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

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D.2 Consider approval of the financial report for January 2021. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- January 2021 Financial Report

Board Decision(s) Needed:

- Approval of financial report for January 2021.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
January 31, 2021**

Alliance Regional Water Authority

Balance Sheet

02/09/21

As of January 31, 2021

Accrual Basis

	Jan 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-493,117.99
1010 · Broadway Savings (4415)	1,648,845.72
Total 1004 · Broadway Bank	1,155,727.73
1015 · TexStar (3310)	10,067,052.47
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	1,092,501.05
1052 · Kyle Debt Service (2787)	849,991.20
1055 · San Marcos Debt Service (6390)	985,408.80
1056 · Buda Debt Service (6391)	172,525.18
Total 1050 · Broadway Bank (Reserved)	3,100,426.23
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	335,026.24
1106 · BOKF, Escrow, Kyle Series 2015B	221,919.53
1107 · BOKF, Escrow, CRWA Series 2017A	301,518.43
1108 · BOKF, Escrow, Kyle Series 2017B	271,258.68
1109 · BOKF, Escrow, SM Series 2017C	383,561.93
1110 · BOKF, Escrow, Buda Series 2017D	43,171.87
1111 · BOKF, Escrow, CRWA Series 2019A	24,645,048.45
1112 · BOKF, Escrow, Kyle Series 2019B	22,475,127.55
1113 · BOKF, Escrow, SM Series 2019C	28,644,724.66
1114 · BOKF, Escrow, Buda Series 2019D	3,980,115.03
1115 · BOKF, Escrow, CRWA Series 2020A	29,065,496.37
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,345,182.99
1117 · BOKF, Escrow, Kyle Series 2020B	26,504,869.42
1118 · BOKF, Escrow, Kyle 2020B-LM68	7,605,167.56
1119 · BOKF, Escrow, SM Series 2020C	33,774,878.62
1120 · BOKF, Escrow, SM 2020C-LM69	9,685,213.38
1121 · BOKF, Escrow, BUDA Series 2020D	4,686,344.12
1122 · BOKF, Escrow, Buda 2020D-LM70	1,365,030.09
Total 1100 · Escrow Accounts	202,333,654.92
Total Checking/Savings	216,656,861.35
Total Current Assets	216,656,861.35
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	61,957.97
1420-02 · Hydrogeologic Support	171,629.50
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
Total 1420 · Projects in Progress (Cash)	408,933.64
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	37,053.75
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	192,607.50
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	41,880.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	50,355.37

Alliance Regional Water Authority
Balance Sheet
As of January 31, 2021

02/09/21

Accrual Basis

	Jan 31, 21
Total 1430 · Projects in Progress Eng (Cash)	883,611.00
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	537,199.42
1440-02 · Engineering-Phase 1A Pump Stat	746,767.59
1440-03 · Engineering-ROW Acquisition	405,603.39
1440-04 · Phase 1A Const Observation	699,684.16
1440-05 · Phase 1A-Construction Trailer	51,529.72
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,888,392.60
1440-08 · Phase 1A Segment B Construction	3,568,734.46
1440-15 · Land Acquisition Phase 1B	6,552,870.09
1440-16 · Phase 1B-Owners Rep	7,190,828.74
1440-17 · Phase 1B Environmental	2,311,346.97
1440-18 · Phase 1B Segment A Design	2,440,366.59
1440-19 · Phase 1B Segment B Design	2,092,992.74
1440-20 · Phase 1B Segment C Design	1,479,886.20
1440-21 · Phase 1B Segment D Design	1,602,638.24
1440-22 · Phase 1B Segment E Design	1,132,615.04
1440-23 · Phase 1B Land Attorney	616,090.10
1440-24 · Phase 1B Hydrogeology	219,315.15
1440-25 · Phase 1B WTP Design	3,850,609.73
1440-26 · Raw Water Infr.	1,399,968.14
1440-27 · Phase 1B Program Survey	2,452,800.00
1440-28 · Phase 1B BPS Design	2,206,574.90
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	50,583.43
1440-31 · Construction Mgmt & Inspection	233,199.59
1440-32 · Phase 1B Construction ARWA Only	283,575.00
Total 1440 · Projects in Prog Eng. (Finance)	50,488,465.61
1447 · Land & Easements	943,215.70
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
Total 1448 · Capitalized Interest	693,363.55
1505 · Landowner Bonus Payments	1,043,191.83
1510 · GrWater Lease Acquisition Costs	1,004,905.76
1599 · Accumulated Amortization	-2,048,097.59
Total Fixed Assets	55,819,883.70
Other Assets	
1900 · Deferred Outflow	23,797.09
Total Other Assets	23,797.09
TOTAL ASSETS	272,500,542.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2006 · Chase Bank VISA Card	2,578.02
Total Credit Cards	2,578.02
Other Current Liabilities	
2100 · Payroll Liabilities	21.12
2102 · 401(a) Liability	3,011.19
2103 · Net Pension Liability	4,718.00
2104 · Pension Deferred Inflows	82.00

Alliance Regional Water Authority
Balance Sheet
 As of January 31, 2021

	Jan 31, 21
2106 · Accrued Vacation	29,343.80
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	27,068.25
2352 · Accrued Int Payable, Kyle 2015B	39,456.78
2353 · Accrued Int Payable, CRWA 2017A	107,049.03
2354 · Accrued Int Payable, Kyle 2017B	97,622.91
2355 · Accrued Int Payable, SM 2017C	79,530.88
2356 · Accrued Int Payable, Buda 2017D	11,310.75
2357 · Accrued Int Payable, CRWA 2019A	250,927.60
2358 · Accrued Int Payable, Kyle 2019B	228,951.91
2359 · Accrued Int Payable, SM 2019C	188,973.18
2360 · Accrued Int Payable, Buda 2019D	26,803.81
2361 · Accrued Int Payable, CRWA 2020A	101,153.04
2362 · Accrued Int Payable, Kyle 2020B	92,241.36
2363 · Accrued Int Payable, SM 2020C	64,501.40
2364 · Accrued Int Payable, Buda 2020D	9,134.64
Total 2350 · Accrued Interest Payable	1,324,725.54
Total Other Current Liabilities	1,692,544.83
Total Current Liabilities	1,695,122.85
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,220,000.00
2502 · Bond Payable, Kyle Series 2015B	3,170,000.00
2503 · Bond Payable, CRWA Series 2017A	9,340,000.00
2504 · Bond Payable, Kyle Series 2017B	8,515,000.00
2505 · Bond Payable, SM Series 2017C	10,365,000.00
2506 · Bond Payable, Buda Series 2017D	1,475,000.00
2507 · Bond Payable, CRWA Series 2019A	26,530,000.00
2508 · Bond Payable, Kyle Series 2019B	24,200,000.00
2509 · Bond Payable, SM Series 2019C	30,800,000.00
2510 · Bond Payable, Buda Series 2019D	4,370,000.00
2511 · Bond Payable, CRWA Series 2020A	37,865,000.00
2512 · Bond Payable, Kyle Series 2020B	34,530,000.00
2513 · Bond Payable, SM Series 2020C	43,955,000.00
2514 · Bond Payable, Buda Series 2020D	6,225,000.00
Total Long Term Liabilities	244,560,000.00
Total Liabilities	246,255,122.85
Equity	
2925 · Net Investment in Capital Asset	8,200,007.29
2950 · Retained Earnings	16,918,735.09
Net Income	1,126,676.91
Total Equity	26,245,419.29
TOTAL LIABILITIES & EQUITY	272,500,542.14

Alliance Regional Water Authority Profit Loss

For the One Month and Four Months Ended January 31, 2021

	<u>January 2021</u>	<u>October 2020 January 2021</u>
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	0.00	937,312.00
4012 · City of Kyle	0.00	712,257.47
4013 · City of Buda	0.00	134,295.60
4014 · Canyon Regional Water Authority	0.00	794,101.43
4015 · GBRA	0.00	1,789,323.90
Total 4010 · Project Contribution	<u>0.00</u>	<u>4,367,290.40</u>
4200 · Shared Water		
4210 · Shared Water, City of Buda	35,836.00	107,508.00
Total 4200 · Shared Water	<u>35,836.00</u>	<u>107,508.00</u>
4250 · Non Potable Water Sales	0.00	12,827.58
4300 · Broadway Interest Income		
4311 · City of San Marcos	97.78	268.12
4312 · City of Kyle	88.23	222.78
4313 · City of Buda	11.09	31.17
4314 · Canyon Regional Water Authority	100.92	245.50
Total 4300 · Broadway Interest Income	<u>298.02</u>	<u>767.57</u>
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	5.50	21.73
4352 · BOKF, Kyle Series 2015B	3.64	14.39
4353 · BOKF, CRWA Series 2017A	34.33	175.31
4354 · BOKF, Kyle Series 2017B	31.25	159.65
4355 · BOKF, SM Series 2017C	40.41	205.73
4356 · BOKF, Buda Series 2017D	5.42	27.76
4357 · BOKF, CRWA Series 2019A	424.23	1,724.66
4358 · BOKF, Kyle Series 2019B	386.90	1,572.83
4359 · BOKF, SM Series 2019C	493.06	2,004.43
4360 · BOKF, Buda Series 2019D	68.58	278.84
4361 · BOKF, CRWA Series 2020A	477.38	637.37
4362 · BOKF, CRWA Series 2020A-LM67	137.06	182.99
4363 · BOKF, Kyle Series 2020B	434.67	622.43
4364 · BOKF, Kyle Series 2020B-LM68	125.55	125.55
4365 · BOKF, SM Series 2020C	553.90	793.12
4366 · BOKF, SM Series 2020C-LM69	159.88	159.88
4367 · BOKF, Buda Series 2020D	76.85	110.16
4368 · BOKF, Buda Series 2020D-LM70	22.55	22.55
Total 4350 · Escrow Accounts Income	<u>3,481.16</u>	<u>8,839.38</u>
4370 · TexStar Interest Income		
4371 · City of San Marcos	160.27	260.57
4372 · City of Kyle	125.90	204.70
4373 · City of Buda	22.70	36.90
4374 · Canyon Regional Water Authority	138.06	224.46
Total 4370 · TexStar Interest Income	<u>446.93</u>	<u>726.63</u>
Total Income	<u>40,062.11</u>	<u>4,497,959.56</u>

Alliance Regional Water Authority Profit Loss

For the One Month and Four Months Ended January 31, 2021

	<u>January 2021</u>	<u>October 2020 January 2021</u>
Expenses		
6000 · Groundwater Reservation Costs	143,355.28	390,684.40
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	23,319.45	71,592.33
6020 · Shared Water, City of San Marcos	13,965.00	41,895.00
Total 6010 · Shared Water Costs	<u>37,284.45</u>	<u>113,487.33</u>
7125 · Auditing fees	0.00	0.00
7210 · Bank Fees	312.80	1,153.06
7220 · Escrow and Paying Agent Fees	0.00	1,400.00
7240 · Bond Issue Costs		
7240-11 · Bond Issue Costs - CRWA 2020A	0.00	454,791.00
7240-12 · Bond Issue Costs - Kyle 2020B	0.00	420,361.00
7240-13 · Bond Issue Costs - SM 2020C	0.00	495,511.00
7240-14 · Bond Issue Costs - Buda 2020D	0.00	173,408.50
Total 7240 · Bond Issue Costs	<u>0.00</u>	<u>1,544,071.50</u>
7250 · Interest Expense		
7250-51 · Interest Expense - CRWA 2015A	4,921.50	19,686.00
7250-52 · Interest Expense - Kyle 2015B	7,173.96	28,695.84
7250-53 · Interest Expense - CRWA 2017A	19,463.46	77,853.84
7250-54 · Interest Expense - Kyle 2017B	17,749.62	70,998.48
7250-55 · Interest Expense - SM 2017C	14,460.16	57,840.64
7250-56 · Interest Expense - Buda 2017D	2,056.50	8,226.00
7250-57 · Interest Expense - CRWA 2019A	45,623.20	182,492.80
7250-58 · Interest Expense - Kyle 2019B	41,627.62	166,510.48
7250-59 · Interest Expense - SM 2019C	34,358.76	137,435.04
7250-60 · Interest Expense - Buda 2019D	4,873.42	19,493.68
7250-61 · Interest Expense - CRWA 2020A	50,576.52	101,153.04
7250-62 · Interest Expense - Kyle 2020B	46,120.68	92,241.36
7250-63 · Interest Expense - SM 2020C	32,250.70	64,501.40
7250-64 · Interest Expense - Buda 2020D	4,567.32	9,134.64
Total 7250 · Interest Expense	<u>325,823.42</u>	<u>1,036,263.24</u>
7325 · Dues	1,000.00	7,455.00
7350 · Insurance - Liability, E&O	0.00	2,422.98
7400 · Legal Fees	3,997.50	18,906.50
7410 · Newspaper Public Notices	600.00	600.00
7425 · Contract Services-Lobbyist	6,000.00	24,000.00
7430 · Agency Mgmt Public Relations	3,397.75	10,368.25
7440 · Region L Contributions	0.00	182.45
7450 · Permit & Fees	0.00	74,454.43
7500 · Supplies	873.88	6,467.73
7600 · Telephone, Telecommunications	176.67	441.59
7700 · Travel, Conferences & Meetings	28.23	421.28

**Alliance Regional Water Authority
Profit Loss**

For the One Month and Four Months Ended January 31, 2021

	January 2021	October 2020 January 2021
7800 · Employee Expenses		
7810 · Salaries and wages	24,298.30	108,798.35
7820 · Auto Allowance	969.24	4,361.58
7821 · Phone Allowance	207.70	934.65
7830 · Payroll taxes	1,938.26	6,377.76
7840 · Employee Insurance	2,507.04	9,709.56
7850 · Retirement	1,737.41	7,832.26
7860 · Licenses & Permits	0.00	488.75
Total 7800 · Employee Expenses	31,657.95	138,014.16
Total Expenses	554,507.93	3,371,282.65
Net Ordinary Income	-514,445.82	1,126,676.91
Net Income	-514,445.82	1,126,676.91

Alliance Regional Water Authority
Chase VISA Credit Card Transactions
January 31, 2021

Type	Date	Name	Split	Amount	Balance
2006 - Chase Bank VISA Card					3,448.84
Credit Card Charge	01/01/2021	Stamps Com	7500 - Supplies	18.17	3,467.01
Credit Card Charge	01/07/2021	Verizon	7600 - Telephone, Telec...	88.31	3,555.32
Credit Card Charge	01/07/2021	Office Depot	7500 - Supplies	362.46	3,917.78
Credit Card Charge	01/07/2021	Lockhart Post Register	7410 - Newspaper Public...	238.00	4,155.78
Credit Card Charge	01/09/2021	Home Depot	7500 - Supplies	149.77	4,305.55
Credit Card Charge	01/10/2021	Rackspace	7500 - Supplies	197.00	4,502.55
Check	01/12/2021	Chase	1005 - Broadway Checki...	-3,403.70	1,098.85
Credit Card Charge	01/13/2021	Williams Scotsman	1440-05 - Phase 1A-Con...	598.45	1,697.30
Credit Card Charge	01/13/2021	United Site Service	1440-05 - Phase 1A-Con...	255.65	1,952.95
Credit Card Charge	01/14/2021	Home Depot	7500 - Supplies	33.20	1,986.15
Credit Card Charge	01/17/2021	Rackspace	7500 - Supplies	113.28	2,099.43
Credit Card Charge	01/19/2021	Barton Publications	7410 - Newspaper Public...	362.00	2,461.43
Credit Card Charge	01/20/2021	Verizon	7600 - Telephone, Telec...	88.36	2,549.79
Credit Card Charge	01/22/2021	Mod Pizza	7700 - Travel, Conferenc...	28.23	2,578.02
Total 2006 - Chase Bank VISA Card				-870.82	2,578.02
TOTAL				-870.82	2,578.02

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 335 859 050#

E.1 Phase 1A Booster Pump Station Ribbon Cutting ~ *Graham Moore, P.E., Executive Director*

A video highlighting the completion of the Phase 1A Booster Pump Station project will be aired at the meeting.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 335 859 050#

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 2/10 meeting:

- Received an update on the Phase 1A projects (Item F2).
- Received an update on the Phase 1B program (Item H.3).
- Received an update on the initial raw water quality data from the Phase 1B Well Drilling project.
- Committee recommended approval of a work order with Kimley-Horn to continue as the Owner's Representative for the Phase 1B Program from March 2021 through February 2022 (Item H.2).
- Received an update on the 87th Texas Legislative Session (Item H.8).
- Received an update on area water meetings (Item F.3).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

F.2 Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*

Background/Information

Below are brief updates on the Phase 1A projects.

Segment B Pipeline:

- Substantial completion issued by engineering consultant on December 7, 2020.
- TWDB walkthrough January 22.
 - Document and payment closeout underway.

Pump Station:

- Lightning repairs.
 - Hampered by ice event, however testing was completed on March 4th.
- Substantial completion issued September 3, 2020.
- Final acceptance recommended.
 -

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- F.3** 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 February 9th. No items affecting the Authority were discussed at the meeting.

Plum Creek Conservation District (PCCD)

The PCCD met on February 23rd. The PCCD received a presentation for Segment B related to permitting for a portion of a pipeline going through a PCCD easement.

Groundwater Management Area 13

GMA-13 held a meeting on February 5th. The group received a presentation that indicated the models have substantial error in modeling future groundwater levels. The TWDB is in the process of updating the groundwater availability model (GAM) for this area, but it will not be available until the next round of desired future conditions.

Region L Planning Group

Region L held a meeting on February 4th. The Administrator was authorized to seek applications to fill current vacancies on the group. At the May meeting the Administrator expects to seek approval to seek applications for currently filled positions whose terms expire in 2021.

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

No update.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 335 859 050#

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

EXECUTIVE DIRECTOR

Second March Meeting

Another meeting may be required on March 31st. Staff will determine if any actions are necessary in order to maintain progress on the projects. If a meeting is required it should be short. A final determination will be made by Wednesday, March 24th.

Administrative Committee

The Administrative Committee currently has a vacancy as a result of changes to Board appointments - the current vacancy was a Kyle appointee. In accordance with the resolution that created the Administrative Committee, the Board appoints three Directors to the Committee and one non-voting member. Below are the current appointees:

- Mike Taylor – Chair
- Jane Hughson
- Micah Grau (non-voting member)

An item asking for an appointment to this Committee will be on the next Board agenda.

Log and Calendar of Events

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

**Executive Director
Log of Activities**

January						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1-Jan	2-Jan
					HOLIDAY	
3-Jan	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan
		Phase 1B Monthly Program Meeting	Segment E 60% Plan Review	Land acquisition schedule discussion	WTP Process Control Review	
	1/2 Day PTO	Segment C 60% Internal Plan Review	WTP Process Control Review	GVEC coordination call	Segment E 60% internal review	
	Weekly ROW call	Review segment E		Weekly ROW call	LAN - ROW discussion	
10-Jan	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan
	Segment C 60% Plan Review Mtg	BPS 100% Internal Review Mtg	Coordination with County Line re: pipeline	Weely ROW call	Project Advisory Committee mtg	
	Weekly ROW Call	GCUWCD Board Meeting	Technical Comm meeting	Review WO #5 scope	Owner's Rep WO #5 discussion	
	CRWA Board Mtg					
17-Jan	18-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan
	Weekly ROW Call	Interim Water rate meeting	TWDB check-in meeting	Weekly ROW call	Meeting with Dain Larsen re: reviews	
	Public Relations check-in mtg	Interim water use agreement drafting	Consultant coordination	Interim water rate study	Ops and Constructions planning	
	County Line SUD Board Mtg	Land acquisition coordination	1A BPS coordination			
24-Jan	25-Jan	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan
	Weekly ROW meeting	Review Segment A plans	Discuss water sharing costs	Weekly ROW Call	Segment A - 100% Review Mtg	
	Update regarding various WTP items	1099 coordination	CRWA Board of Manager mtg	Segment A - 100% internal mtg	WTP Monthly mtg	
		ROW coordination	Board Meeting	Tax forms	Filing, checks, mailing	

February 2021

February 2021							March 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6	7	1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28							28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 31	Feb 1 1:30pm ARWA Phase 1B Weekly Progress 3:00pm Alliance Water (https://zoom.us/j/93) 3:00pm Alliance Water Check In Meeting	2 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	3 1:00pm Mike Gershon Call 2:00pm ARWA-Turley Board Orientation 3:00pm ARWA1B - Schedule Discussion	4 9:30am Region L Meeting (Virtual) 11:00am ARWA1B - Weekly ROW Call 1:15pm ARWA1B - ROW 2:30pm Tolles - Phase	5 9:30am GMA-13 Meeting (Virtual)	6
7	8 1:30pm ARWA Phase 1B Weekly Progress 2:00pm ARWA1BWTP - Preliminary Water 6:00pm CRWA Board Meeting (CRWA)	9 2:00pm PCCD Monitoring Well Location 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	10 11:00am FW: ARWA1BBPSDP: 2:00pm ARWA1BBPSDP: CRWA #1 - County 3:00pm Technical 4:00pm Technical	11 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams) 2:00pm ARWA1BSB - 100% Submittal Review Workshop	12 9:00am Segment B Team Review - Jason Biemer 1:00pm ARWA Update (https://us02web.zoom.us/j/84859688317?)	13
14	15 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting (https://zoom.us/j/94)	16	17	18	19	20
21	22 9:30am WTP 100% Plan Review - 2nd Version 1:30pm ARWA Phase 1B Weekly Progress 3:30pm ARWA1B - Weekly ROW Call	23 1:00pm PCCD Meeting (Lockhart, Texas, United States) 4:00pm Alliance Water Check In (https://zoom.us/j/92)	24 3:00pm ARWA - Front End Document Finalization (Microsoft Teams Meeting) - Graham Moore	25 9:00am Seg D 100% Workshop (Microsoft) 9:30am ARWA P1B SC Waterline - City of 3:00pm Project Advisory Committee Meeting	26 10:00am TWCA Manager's Meeting (https://us02web.zoom.us/j/82951166134) - Sarah Kirkle	27
28	Mar 1	2	3	4	5	6

March 2021

March 2021							April 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 28	Mar 1 11:00am Alliance Water - Orientation (Microsoft Teams) 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) -	2 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting); ~TX-SNA-RM-Training Room (Trio) -	3 4:30pm ARWA1B - Counteroffer Discussion (Microsoft Teams Meeting) - Sowa, Ryan	4 11:00am ARWA1B - Weekly ROW Call 11:45am LNV/Ardurra and Moore Lunch 1:00pm TWCA Speaker 2:30pm Administrative	5 8:00am ARWA1B - CSP Discussion (Microsoft 8:30am TWCA Speaker Sessions 1:30pm ARWA1BWTP & RWI - Monthly Design	6
7	8 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:00pm CRWA Board Meeting (CRWA Offices (850 Lakeside	9 Katie Hip Surgery (4700 Seton Center Pkwy, Austin, Texas 78759, PTO 5:30pm GCUWCD Board Meeting (GCUWCD	10 9:00am Katie PT (3755 S Capital of Texas Hwy, Austin, Texas 78735, 3:00pm Alliance Water - Board of Directors Meeting (Microsoft	11 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams 12:15pm Lunch: Brian / Graham (TBD) - Brian Rice	12 11:00am Hudson's 504 Meeting (Zoom) - Katie Bell-Moore	13
14	15 10:15am Dr. Hong (Virtual) 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	16 1:00pm PCCD Meeting (Lockhart, Texas, United States)	17	18 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	19 9:00am Project Advisory Committee Meeting (Virtual Meeting) - 1:15pm Katie - Post Op (3755 S Capital of Texas Hwy, Austin,	20
21	22 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	23	24 10:00am CRWA Board of Managers Meeting (CRWA Offices)	25 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	26 10:00am TWCA Manager's Meeting (https://us02web.zoom.us/j/88345919350) - Sarah Kirkle	27
28	29 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	30	31 3:00pm ARWA Board Meeting (TBD) - Graham Moore	Apr 1	2	3

April 2021

April 2021							May 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 28	29	30	31	Apr 1 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	2	3
4	5 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	6 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	7	8 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	9	10
11	12 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:00pm CRWA Board Meeting (CRWA Offices (850 Lakeside)	13 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	14 3:00pm Technical Committee Meeting (TBD)	15 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	16 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	17
18	19 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	20 1:00pm PCCD Meeting (Lockhart, Texas, United States)	21	22 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	23	24
25	26 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	27	28 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD) - Graham Moore	29 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	30	May 1

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.1** Consider adoption of Resolution 2021-03-10-001 accepting the Phase 1A Booster Pump Station Project and requesting release of final payment from the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Texas Water Development Board requires a public entity that borrows money for a project to formally accept a project after it is completed and request the release of the final payment (i.e. retainage) for the project.

The design engineer, construction observer, Alliance Water Staff all recommend that the Board accept the project.

Attachment(s)

- Resolution 2021-03-10-001

Board Decision(s) Needed:

- Adoption of Resolution 2021-03-10-001 accepting the Phase 1A Booster Pump Station Project and requesting release of final payment from the Texas Water Development Board.



ALLIANCE WATER

RESOLUTION NO. 20210310-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS ACCEPTING THE PHASE 1A BOOSTER PUMP STATION PROJECT, REQUESTING RELEASE OF FINAL PAYMENT, AND DECLARING AN EFFECTIVE DATE

RECITALS:

- 1.** The Alliance Regional Water Authority ("Alliance Water") applied for and obtained financial assistance from the Texas Water Development Board ("TWDB") for new infrastructure for Alliance Water's system, including the design and construction of Alliance Water's Phase 1A Booster Pump Station Project (the "Project").
- 2.** Alliance Water's Engineer(s) report that the Project is complete and release of final payment on the Project is appropriate; and
- 3.** It is necessary for Alliance Water to request that the TWDB release escrowed funds for final payment of the Project.

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

PART 1. The above recitals are true and correct and are incorporated herein for all purposes.

PART 2. Alliance Water hereby requests that the TWDB release escrowed funds for final payment of the Project.

PART 3. Alliance Water's Executive Director, Graham Moore, and Engineer(s) are authorized to take all action necessary to carry out the purposes of this resolution.

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

ADOPTED: March 10, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.2** Consider adoption of Resolution 2021-03-10-002 accepting and approving the Audit Report for the 2019-2020 Financial Audit of the Authority. ~ *Phil Vaughan, Armstrong, Vaughan & Associates*
-

Background/Information

Armstrong, Vaughan & Associates (AVA) was selected by the Board to provide the financial audit of the Authority. Attached is the full report and the management letter. Phil Vaughan with AVA will attend the meeting and discuss the audit. Below are the significant outcomes from the audit:

Significant Accounting Policies:

- No matters came to their attention that require notification to the Board.

Significant Accounting Estimates:

- The most sensitive accounting estimate affect the financial statements is the pension related investment return and mortality rates – AVA reviewed and found the key factors and assumptions to be reasonable.

Financial Statement Disclosures:

- There are no sensitive disclosures affecting the Authority's financial statements.

Significant Difficulties Encountered during the Audit:

- None.

Uncorrected and Corrected Misstatements:

- Reverse billings made to San Marcos and Buda for their share of the Phase 1A projects (totals \$376,311).
- Booked GBRA receivable of \$1,651,973 (all funds received in FYE 21)
- Book accrued vacation at year's end and pension liability (totals \$19,858)

Disagreements with Management:

- None.

Other Significant Matters, Findings or Issues:

- None.

Other Matters:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

Attachment(s)

- Resolution 2021-03-10-002
- FY 2019-20 Audit Report

Board Decision(s) Needed:

- Adoption of Resolution 2021-03-10-002 accepting and approving the Audit Report for the 2019-2020 Financial Audit of the Authority.



ALLIANCE WATER

RESOLUTION NO. 20210310-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS ACCEPTING AND APPROVING THE AUDIT REPORT PREPARED BY ARMSTRONG, VAUGHAN & ASSOCIATES, P.C. FOR THE AUTHORITY'S 2019-20 FISCAL YEAR, AND DECLARING AN EFFECTIVE DATE

RECITALS:

- 1.** The Alliance Regional Water Authority (the "Authority") engaged the independent accounting firm of Armstrong, Vaughan & Associates, P.C. of Universal City, Texas to perform an annual audit of the Authority's financial records.
- 2.** Armstrong, Vaughan & Associates, P.C. performed an audit of the Authority's financial records for the 2019-20 fiscal year and has prepared and presented a report of the audit results to the Authority Board of Directors.
- 3.** The Authority Board of Directors wishes to accept and approve the audit report prepared by Armstrong, Vaughan & Associates, P.C.

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

SECTION 1. The audit report prepared by Armstrong, Vaughan & Associates, P.C. for the Authority's 2019-20 fiscal year is accepted and approved.

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

ADOPTED: March 10, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



February 15, 2021

Armstrong, Vaughan & Associates, P.C.
Certified Public Accountants
941 W. Byrd Road Suite 101
Universal City, Texas 78148

This representation letter is provided in connection with your audit of the basic financial statements of Alliance Regional Water Authority as of September 30, 2020 and 2019 and for the years then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows Alliance Regional Water Authority in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 15, 2021.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated June 4, 2020, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.


- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All net assets components and fund balance classifications have been properly reported.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- We have designated an individual, Graham Moore, who has suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions including accepting responsibility for the following services.
 - Financial statement preparation
 - Proposed adjusting entries

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.

- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation or claims.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Alliance Regional Water Authority has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Alliance Regional Water Authority is contingently liable.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
- Alliance Regional Water Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- With respect to the required supplementary information accompanying the financial statements:
 - We acknowledge our responsibility for the presentation of the required supplementary information in accordance with accounting principles generally accepted in the United States of America.
 - We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted in the United States of America.
 - The methods of measurement or presentation have not changed from those used in the prior period.
 - We believe the significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

- With respect to the supplementary information (required information of the Texas Commission on Environmental Quality (TCEQ)) accompanying the financial statements:
 - We acknowledge our responsibility for the presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America and the requirements of the TCEQ.
 - We believe the supplementary information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted in the United States of America and that of TCEQ.
 - The methods of measurement or presentation have not changed from those used in the prior period.
 - We believe the significant assumptions or interpretations underlying the measurement or presentation of the supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
 - When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
 - We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
 - We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.



Graham Moore, Executive Director



Communication with Those Charged with Governance

To the Board of Trustees
Alliance Regional Water Authority

We have audited the basic financial statements of Alliance Regional Water Authority for the years ended September 30, 2020 and 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 4, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Alliance Regional Water Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope we previously communicated to you. The timeline was pushed back one month to allow management more time to prepare.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Alliance Regional Water Authority is included in Note A to the financial statements. There have been no initial selections of accounting policies and no changes in significant accounting policies or their application during 2020.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimate affecting the financial statements is:

1. Pension related investment return and mortality rates

We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There are no sensitive disclosures affecting Alliance Regional Water Authority's financial statements.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statement as a whole. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We proposed and management recorded an entry to reverse project billings for Phase 1A billed in excess of Phase 1A debt. We also assisted management with entries to update the pension balances, contract retainage and timing of GBRA billings.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Alliance Regional Water Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management in a separate letter dated February 15, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Alliance Regional Water Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Alliance Regional Water Authority's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing Alliance Regional Water Authority's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially consistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Other Matters

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the information and use of the Board of Trustees and management of Alliance Regional Water Authority and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C." The signature is written in black ink and is centered on the page.

Armstrong, Vaughan & Associates, P.C.

February 15, 2021



ALLIANCE WATER

ANNUAL FINANCIAL REPORT

**FISCAL YEAR ENDED
SEPTEMBER 30, 2020 AND 2019**



ALLIANCE WATER

ALLIANCE REGIONAL WATER AUTHORITY
 ANNUAL FINANCIAL REPORT
 FOR THE YEAR ENDED SEPTEMBER 30, 2020

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ALLIANCE WATER

ANNUAL FILING AFFIDAVIT

STATE OF TEXAS }
COUNTY OF _____ }

I, _____ of the
(Name of Duly Authorized District Representative)

(Name of District)

hereby swear, or affirm, that the District above has reviewed and approved at a meeting of the District's Board of Directors on the _____ day of _____, _____, its annual audit report for the fiscal period ended _____ and that copies of the annual audit report have been filed in the District's office, located at _____

(Address of the District's Office)

This filing affidavit and the attached copy of the audit report will be submitted to the Texas Commission on Environmental Quality to satisfy the annual filing requirements of Texas Water Code Section 49.194.

Date: _____ By: _____
(Signature of District Representative)

(Typed Name and Title of District Representative)

Sworn to and subscribed to before me this _____ day of _____, _____

(SEAL) _____
(Signature of Notary)

My Commission Expires On: _____
Notary Public in the State of Texas.



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Alliance Regional Water Authority
San Marcos, TX

Report on the Financial Statements

We have audited the accompanying financial statements of the Alliance Regional Water Authority as of and for the years ended September 30, 2020 and 2019, and the related notes to the financial statements, which collectively comprise Alliance Regional Water Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Alliance Regional Water Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Alliance Regional Water Authority, as of September 30, 2020 and 2019, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule, schedule of changes in net pension liability and schedule of employer pension contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Alliance Regional Water Authority's basic financial statements. The supplementary information required by the Texas Commission on Environmental Quality is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information required by the Texas Commission on Environmental Quality is fairly stated, in all material respects, in relation to the basic financial statements as a whole.



Armstrong, Vaughan & Associates, P.C.
February 15, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of Alliance Regional Water Authority's annual financial report presents our discussion and analysis of the Authority's financial performance during the fiscal year ended September 30, 2020. Please read it in conjunction with the Authority's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The Authority's total net position was \$25.5 million at September 30, 2020.
- During the year, the Authority's operating expenses decreased slightly as amortization on water lease bonus payments has stopped. Participating government contributions increased \$1.6 million in support of capital projects and debt service. Overall, net position increased \$9.5 million.
- In November 2019, the Authority issued \$85.9 million in bonds as part of the financing commitment from the Texas Water Development Board for \$213.4 million to fund construction projects.

AUTHORITY HIGHLIGHTS

- The Authority's goal is to secure and develop a long-term water supply for the participating government's communities.
- The Authority has acquired leases for 17,534 surface acres of water. The Authority has also been approved for the production of 11,620 and 4,700 acre feet per year from the Gonzales Underground Water Conservation District and the Plum Creek Conservation District, respectively.
- The Authority has continued working on Phase 1A (an interconnect between Kyle and Buda water systems) and Phase 1B (wells, raw water collection system, water treatment plant, pipelines, booster pump and delivery points for all participating governments).
- The Authority entered into a Water Treatment and Transmission Agreement with the Guadalupe-Blanco River Authority (GBRA) in June 2018. The agreement provides that the Authority will own and size the infrastructure (water treatment plant, pipelines and booster pump station) to treat and deliver the Authority's water along with GBRA's separate Carrizo rights, with GBRA owning capacity in the shared infrastructure. The agreement increases the economies of scale of the overall project and saves the Authority and GBRA significant capital costs.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), *the basic financial statements* and *required supplementary information*. The basic financial statements consist of the following statements:

- The *Statement of Net Position* shows the financial standing of the authority as of the end of the year, including all assets and liabilities.
- The *Statement of Revenues, Expenses and Changes in Net Position* provides information about the activity of the Authority during the fiscal year. It reports revenues when incurred, regardless of when they are received, and expenses when incurred, regardless of when they are paid.
- The *Statement of Cash Flows* reports the sources and uses of cash during the fiscal year.

The financial statements also include notes that explain a few of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net position—the difference between the Authority’s assets and liabilities—is one way to measure the Authority’s financial health or *position*. Over time, increases or decreases in the Authority’s net position is an indicator of whether its financial health is improving or deteriorating, respectively.

The Authority’s net position was \$25.5 million at September 30, 2020. Of this amount, \$5.1 million is unrestricted, representing resources available to fund the operations of the Authority next year. (See Table A-1).

Table A-1
Authority's Net Position

	2020	2019	2018
<i>Assets:</i>			
Cash and Investments	\$ 3,128,514	\$ 6,102,140	\$ 5,316,477
Other Current Assets	2,420,777	2,167,672	953,614
Other Assets	95,683,811	19,863,930	29,224,764
Capital Assets (Net)	51,388,414	28,893,015	12,399,088
<i>Total Assets</i>	<u>152,621,516</u>	<u>57,026,757</u>	<u>47,893,943</u>
<i>Deferred Outflows</i>	<u>20,688</u>	<u>23,797</u>	<u>12,741</u>
<i>Liabilities:</i>			
Current	9,718,789	4,989,723	2,536,393
Long Term	117,455,000	36,089,718	37,485,167
<i>Total Liabilities</i>	<u>127,173,789</u>	<u>41,079,441</u>	<u>40,021,560</u>
<i>Deferred Inflows</i>	<u>1,479</u>	<u>82</u>	<u>707</u>
<i>Net Position:</i>			
Net Investment in Capital	19,754,428	8,200,007	2,335,322
Restricted for Debt Service	652,096	-	-
Unrestricted	5,060,412	7,771,024	5,549,095
<i>Total Net Position</i>	<u>\$ 25,466,936</u>	<u>\$ 15,971,031</u>	<u>\$ 7,884,417</u>

The Authority's total operating expenses were \$2.1 million, a slight decrease from the prior year. Operating revenues will begin once the Authority completes construction of the project and begins wholesaling water. Until that time, the participating governments are supporting the operations. (See Table A-2).

Table A-2
Changes in Authority Net Position

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Operating Revenues	\$ 35,003	\$ 28,526	\$ -
Operating Expenses	<u>(2,055,072)</u>	<u>(2,062,963)</u>	<u>(1,950,656)</u>
Operating Income	(2,020,069)	(2,034,437)	(1,950,656)
Nonoperating Income	<u>11,515,974</u>	<u>10,121,051</u>	<u>4,171,588</u>
Change in Net Position	9,495,905	8,086,614	2,220,932
Beginning Net Position	<u>15,971,031</u>	<u>7,884,417</u>	<u>5,663,485</u>
Ending Net Position	<u><u>\$ 25,466,936</u></u>	<u><u>\$ 15,971,031</u></u>	<u><u>\$ 7,884,417</u></u>

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of September 30, 2020, the Authority had invested \$51.4 million in land and construction of water infrastructure. Because these projects are not complete and in service yet, no depreciation has been recorded. (See Table A-3). More detailed information about the Authority's capital assets is presented in the notes to the financial statements.

Table A-3
Authority's Capital Assets
(In thousands of dollars)

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Land and Easements	\$ 7,061	\$ 5,212	\$ 3,916
Construction in Progress	<u>44,327</u>	<u>23,681</u>	<u>8,484</u>
Totals at Historical Cost	<u><u>\$ 51,388</u></u>	<u><u>\$ 28,893</u></u>	<u><u>\$ 12,400</u></u>

Long-Term Debt

At year-end, the Authority had \$122 million in principal outstanding on bonded debt, an increase of \$84.5 million. The participating governments have pledged to contribute amounts to the Authority sufficient to service these debts. More detailed information about the Authority's debt is presented in the notes to the financial statements.

Table A-4
 Authority's Long Term Debt
 (In thousands of dollars)

	2020	2019	2018
Bonds Payable	<u>\$ 121,985</u>	<u>\$ 37,485</u>	<u>\$ 38,875</u>

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

For the fiscal year ending September 30, 2021, the Authority continues to fund the construction in progress. An additional bond issuance from the approved amount from the Texas Water Development Board is expected. Operations are not expected to change appreciably as wholesale water operations will not commence in fiscal year 2021.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Graham Moore by mail at Alliance Regional Water Authority, 630 East Hopkins, San Marcos, Texas 78666, phone at (512) 294-3214, or email at gmoore@alliancewater.org.



ALLIANCE WATER

BASIC FINANCIAL STATEMENTS

The basic financial statements include:

- Statement of Net Position
- Statement of Revenues, Expenses and Changes in Net Position
- Statement of Cash Flows

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

ALLIANCE REGIONAL WATER AUTHORITY
STATEMENTS OF NET POSITION
SEPTEMBER 30, 2020 AND 2019

	2020	2019
ASSETS		
<i>Current Assets:</i>		
Cash and Cash Equivalents	\$ 3,128,514	\$ 6,102,140
Receivables - Participating Governments	768,804	768,655
Receivables - Transmission and Treatment Agreement	1,651,973	1,320,319
Receivables - Other	-	3,160
Prepaid Expense	-	75,538
<i>Total Current Assets</i>	5,549,291	8,269,812
<i>Other Assets:</i>		
Restricted Cash for Construction	94,740,921	19,770,537
Restricted Cash for Debt Service	940,558	49,456
Groundwater Lease Acquisition Costs (net)	-	43,937
Capital Assets	51,388,414	28,893,015
Net Pension Asset	2,332	-
<i>Total Other Assets</i>	147,072,225	48,756,945
TOTAL ASSETS	152,621,516	57,026,757
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Related Outflows	20,688	23,797
LIABILITIES		
<i>Current Liabilities:</i>		
Accounts Payable	4,527,533	3,129,360
Accrued Groundwater Reservation Payments	330,643	330,643
Accrued Interest, Payable from Restricted Assets	288,462	100,376
Accrued Compensated Absences	42,151	29,344
Bonds Payable - Current	4,530,000	1,400,000
<i>Total Current Liabilities</i>	9,718,789	4,989,723
<i>Long-term Liabilities:</i>		
Bonds Payable	117,455,000	36,085,000
Net Pension Liability	-	4,718
<i>Total Long-term Liabilities</i>	117,455,000	36,089,718
TOTAL LIABILITIES	127,173,789	41,079,441
DEFERRED INFLOWS OF RESOURCES		
Deferred Pension Related Inflows	1,479	82
NET POSITION		
Net Investment in Capital Assets	19,754,428	8,200,007
Restricted for Debt Service	652,096	-
Unrestricted	5,060,412	7,771,024
TOTAL NET POSITION	\$ 25,466,936	\$ 15,971,031

ALLIANCE REGIONAL WATER AUTHORITY
 STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
 FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
Operating Revenues:		
Water Sales	\$ 35,003	\$ 28,526
Total Operating Revenues	35,003	28,526
Operating Expenses:		
Groundwater Reservation Leases	1,336,205	1,192,172
Amortization of Reservation Lease Acquisition Costs	43,937	204,810
Professional Fees	202,542	230,066
Personnel Costs	356,522	332,814
Permits and Fees	75,538	71,311
Administrative Expenses	40,328	31,790
Total Operating Expenses	2,055,072	2,062,963
Operating Income (Loss)	(2,020,069)	(2,034,437)
Non-Operating Revenues (Expenses):		
Participating Government Contributions	8,037,206	6,476,552
Transmission and Treatment Agreement	6,362,088	3,887,232
Interest Income	462,865	568,877
Bond Issue Costs	(1,237,824)	-
Interest Expense	(2,108,361)	(811,610)
Total Non-Operating Revenues (Expenses)	11,515,974	10,121,051
Change in Net Position	9,495,905	8,086,614
Net Position at Beginning of Year	15,971,031	7,884,417
Net Position at End of Year	\$ 25,466,936	\$ 15,971,031

ALLIANCE REGIONAL WATER AUTHORITY
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
Cash Flows from Operating Activities		
Cash Received from Customers	\$ 38,163	\$ 25,366
Cash Payments to Suppliers for Goods and Services	1,868,522	(1,536,035)
Cash Payments to Employees for Services	(346,259)	(310,600)
Net Cash Provided (Used) by Operating Activities	1,560,426	(1,821,269)
Cash Flows from Capital and Related Financing Activities		
Bond Principal Payments	(1,400,000)	(1,390,000)
Proceeds from Bonds Issued	85,900,000	-
Contributions from Participating Governments	8,037,057	5,855,987
Contributions from Interlocal Agreements	6,030,434	3,303,766
Bond Issuance Costs Paid	(1,237,824)	-
Cash Paid for Interest	(1,920,275)	(812,839)
Purchase of Capital Assets	(24,544,823)	(14,074,883)
Net Cash Provided (Used) by Capital Financing Activities	70,864,569	(7,117,969)
Cash Flows from Investing Activities		
Interest and Investment Income	462,865	568,877
Net Cash Provided (Used) by Investing Activities	462,865	568,877
Net Increase (Decrease) in Cash and Cash Equivalents	72,887,860	(8,370,361)
Beginning Cash		
Cash and Cash Equivalents	\$ 6,102,140	\$ 5,316,477
Restricted Cash	19,819,993	28,976,017
	25,922,133	34,292,494
Ending Cash		
Cash and Cash Equivalents	3,128,514	6,102,140
Restricted Cash	95,681,479	19,819,993
	\$ 98,809,993	\$ 25,922,133

See accompanying notes to basic financial statements.

ALLIANCE REGIONAL WATER AUTHORITY
STATEMENTS OF CASH FLOWS (CONT.)
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Operating Income (Loss)	\$ (2,020,069)	\$ (2,034,437)
Adjustments to Reconcile Income from Operations to Net Cash Provided by Operating Activities:		
Amortization	43,937	204,810
Change in Assets and Liabilities:		
(Increase) Decrease in Other Receivables	3,160	(3,160)
(Increase) Decrease in Prepaid Expenses	75,538	(6,856)
(Increase) Decrease in Pension Deferred Outflows	3,109	(11,056)
Increase (Decrease) in Accounts Payable	3,447,597	113,658
Increase (Decrease) in Accrued Groundwater Leases	-	(117,498)
Increase (Decrease) in Accrued Compensated Absences	12,807	29,344
Increase (Decrease) in Net Pension Liability (Asset)	(7,050)	4,551
Increase (Decrease) in Pension Deferred Inflows	1,397	(625)
Net Cash Provided (Used) by Operating Activities	\$ 1,560,426	\$ (1,821,269)

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Hays Caldwell Public Utility Agency (the HCPUA) was incorporated January 2007 pursuant to the provisions of Chapter 572, Texas Local Government Code, Public Utility Agencies for Provision of Water or Sewer Service. In 2017, the HCPUA was formally converted to the Alliance Regional Water Authority (the Authority). The conversion assigned all assets, liabilities, and all other rights and obligations of the HCPUA to the Authority. The Authority was organized to aid, assist, and act on behalf of the organizing participants, collectively and individually, to achieve economies of scale in providing essential water and sewage systems to the public, and provide environmentally sound protection of the State's future water and wastewater needs.

The organizing sponsors (the Sponsors) are the City of San Marcos, City of Buda, City of Kyle and Canyon Regional Water Authority.

The Authority meets the criteria of a joint venture between the Sponsors with an ongoing financial responsibility. The Sponsors have pledged revenues from existing water utility systems to finance the operations and long-term debt of the Authority, either through purchasing water from the Authority or subsidizing through direct payments (reflected as "Contributions from Participating Governments"). The Authority is actively pursuing the development of alternate water sources. The financial statements of the Authority have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below:

1. REPORTING ENTITY

In evaluating how to define the government for financial purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GASB Statement 14, "The Financial Reporting Entity" and GASB Statement 39 "Determining Whether Certain Organizations are Component Units". The definition of the reporting entity is based primarily on the concept of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. The Authority has no component units.

2. ENTERPRISE FUND

The Authority is an enterprise fund. Enterprise funds are proprietary funds used to account for business-type activities provided to the general public or other governmental entities. The activities are financed by charges to member entities and the measurement of financial activity focuses on net income similar to the private sector. Revenues are recognized when earned, and expenses are recognized when incurred.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Revenues are classified as *operating* and *non-operating*. Operating revenues include charges to member entities for water pursuant to their contractual agreements. Non-operating revenues are expense reimbursements from member entities, interest income, and other revenues not related to the sale of wholesale water.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

4. CASH AND INVESTMENTS

State statutes authorize the Authority to invest in (a) obligations of the United States or its agencies, and instrumentalities; (b) direct obligations of the State of Texas or its agencies; (c) other obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or the United States; (d) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; (e) certificates of deposit by state and national banks domiciled in this state that are (i) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or, (ii) secured by obligations that are described by (a) – (e). Statutes also allow investing in local government investment pools organized and rated in accordance with the Interlocal Cooperation Act, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase assessments involving those same obligations.

Investments are stated at fair value (plus accrued interest) except for money market investments and participating interest-earning investment contracts (U.S. Treasuries) that have a remaining maturity at time of purchase of one year or less. Those investments are stated at amortized cost, which approximates fair value.

The Authority reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Authority's investments in pools and money market funds are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

The Authority considers cash and cash equivalents to be amounts in checking accounts, savings accounts, money market accounts, local government investment pools and certificates of deposit with a maturity date within three months or less from the date of purchase.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

5. ACCOUNTS RECEIVABLE

Accounts receivable consists of amounts due from member entities. Participating governments are billed a flat amount each year based on budgeting operating costs plus a provision for either debt service or cash requirements of construction projects. Any budgeted amounts unpaid at year end are recorded as a receivable on the statement of net position. Interlocal agreements with other governments are treated similarly.

6. PREPAID EXPENSES

Expenses paid during the year that have a benefit beyond the current fiscal year are recorded on the balance sheet as prepaid expenses.

7. GROUNDWATER LEASE ACQUISITION COSTS

Costs incurred to purchase or reserve groundwater (leases) for future consumption are capitalized. Those costs consist of incentive payments to landowners and professional fees for contract negotiations. The costs are being amortized over an estimated 10-year minimum lease term.

8. CAPITAL ASSETS

The Authority is in the process of constructing assets to develop potable water sources. All costs related to the projects are capitalized. Once placed in service, the assets will be depreciated. Donated capital assets are recorded at estimated fair market value at the date of donation.

The Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Purchases in excess of \$5,000 with a useful life in excess of one year are capitalized and depreciated using the straight-line method. Lives have not been estimated as they have not yet been placed in service.

9. DEFERRED INFLOWS AND OUTFLOWS

A deferred outflow of resources is a consumption of net position that is applicable to a future reporting period while a deferred inflow of resources is an acquisition of net position. These items are presented in separate sections following assets (deferred outflows) or liabilities (deferred inflows) on the statement of net position.

10. LONG-TERM OBLIGATIONS

Bonds, notes and capital leases are recorded as liabilities on the statement of net position. Bond issue costs are expensed in the period they are incurred. Bonds payable are reported net of the applicable bond premium or discount.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

11. PENSIONS

The net pension liability, deferred inflows, and outflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas County District Retirement System (TCDRS), and additions to and deductions from TCERS's fiduciary net position have been determined on the same basis as they are reported by TCERS. For this purpose, benefit payments (including refund of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

12. NET POSITION

Net position represents the difference between assets and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. When expenses qualify for restricted and unrestricted resources, the Authority's policy is to use restricted resources first.

13. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

14. RECLASSIFICATIONS

Certain transactions are classified differently on the September 30, 2020 financial statements than previous fiscal years. These reclassifications had no effect on net income.

NOTE B -- CASH AND INVESTMENTS

1. Cash and Cash Equivalents

The Authority's funds are deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the Authority's agent bank approved pledge securities in an amount sufficient to protect Authority funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance. At September 30, 2020, the Authority's bank deposits were fully covered by a combination of federal deposit insurance and pledged securities.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE B -- CASH AND INVESTMENTS (Continued)

2. Investments

The Authority had the following investments included in cash and cash equivalents:

	Balances at		Rating
	9/30/20	9/30/19	
TexStar Local Government Pool	\$ 2,566,326	\$ 5,382,630	AAAm
Money Market Funds	94,740,921	19,770,537	AAAm
	<u>\$ 97,307,247</u>	<u>\$ 25,153,167</u>	

Both TexStar and the money market funds report in a manner consistent with Rule 2a7. Therefore, the investments are reported at \$1 per share, which approximates fair value. These investments are reported in cash and cash equivalents. The Authority was not exposed to significant investment rate, credit, or custodial credit risks.

3. Investment Compliance

The Authority is required by the Public Funds Investment Act to adopt an investment policy defining authorized investments, name an investment officer, obtain required training and regular reporting of investment activities. The Authority has complied with the requirements in the Public Funds Investment Act.

NOTE C -- CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 was as follows:

	Balances at 10/1/19	Additions	Transfers/ Disposals	Balances at 9/30/2020
Land and Easements	\$ 5,212,417	\$ 1,848,901	\$ -	\$ 7,061,318
Construction in Progress	23,680,598	20,646,498	-	44,327,096
Capital Assets, Net	<u>\$ 28,893,015</u>	<u>\$ 22,495,399</u>	<u>\$ -</u>	<u>\$ 51,388,414</u>

	Balances at 10/1/18	Additions	Transfers/ Disposals	Balances at 9/30/19
Land and Easements	\$ 3,915,542	\$ 1,296,875	\$ -	\$ 5,212,417
Construction in Progress	8,483,546	15,197,052	-	23,680,598
Capital Assets, Net	<u>\$ 12,399,088</u>	<u>\$ 16,493,927</u>	<u>\$ -</u>	<u>\$ 28,893,015</u>

Land and Construction in Progress are not depreciated.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE D -- LONG-TERM DEBT

The Authority's long-term debt consists of bonds with interest payable on February 15 and interest and principal payable on August 15 of each year.

Series Name	Original Issue		Interest Rate	Maturity Date
	Amount	Date		
<i>2015 Contract Revenue Bonds</i>				
2015A Canyon Regional Water Authority	\$ 3,960,000	11/15/2015	0.38-2.41%	2035
2015B City of Kyle	3,530,000	11/15/2015	0.45-3.21%	2045
<i>2017 Contract Revenue Bonds</i>				
2017A Canyon Regional Water Authority	9,865,000	11/22/2017	0.77-3.08%	2047
2017B City of Kyle	8,995,000	11/22/2017	0.77-3.08%	2047
2017C City of San Marcos	11,450,000	11/22/2017	0.63-2.29%	2037
2017D City of Buda	1,625,000	11/22/2017	0.63-2.29%	2037
<i>2019 Contract Revenue Bonds</i>				
2019A Canyon Regional Water Authority	26,530,000	11/20/2019	1.02-2.70%	2049
2019B City of Kyle	24,200,000	11/20/2019	1.02-2.70%	2049
2019C City of San Marcos	30,800,000	11/20/2019	0.84-1.94%	2039
2019D City of Buda	4,370,000	11/20/2019	0.84-1.94%	2039

All of the Authority's bonds are private placements without subjective acceleration clauses or significant events of default with finance related consequences.

In addition, the Texas Water Development Board has committed to \$213 million in bonds. The 2017 and 2019 bond series were from that commitment, leaving \$95 million remaining in the commitment.

The Authority's long-term debt activity as of and for the year ending September 30, 2020 is as follows:

Bond Series	Balance			Balance Outstanding 9/30/2020	Due Within One Year
	Outstanding 10/1/2019	Additions	Retirements		
2015A	\$ 3,405,000	\$ -	\$ (185,000)	\$ 3,220,000	\$ 190,000
2015B	3,260,000	-	(90,000)	3,170,000	95,000
2017A	9,605,000	-	(265,000)	9,340,000	265,000
2017B	8,755,000	-	(240,000)	8,515,000	240,000
2017C	10,910,000	-	(545,000)	10,365,000	550,000
2017D	1,550,000	-	(75,000)	1,475,000	80,000
2019A	-	26,530,000	-	26,530,000	740,000
2019B	-	24,200,000	-	24,200,000	675,000
2019C	-	30,800,000	-	30,800,000	1,485,000
2019D	-	4,370,000	-	4,370,000	210,000
Totals	<u>\$ 37,485,000</u>	<u>\$ 85,900,000</u>	<u>\$ (1,400,000)</u>	<u>\$ 121,985,000</u>	<u>\$ 4,530,000</u>

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE D -- LONG-TERM DEBT (Continued)

The annual requirements to amortize all debt outstanding as of September 30, 2020, including interest payments, are as follows:

Year End September 30,	Principal Payments	Interest Payments	Total
2021	\$ 4,530,000	\$ 2,309,619	\$ 6,839,619
2022	4,575,000	2,268,108	6,843,108
2023	4,610,000	2,223,798	6,833,798
2024	4,650,000	2,176,700	6,826,700
2025	4,690,000	2,126,934	6,816,934
2026-2030	24,255,000	9,773,735	34,028,735
2031-2035	26,150,000	7,790,035	33,940,035
2036-2040	22,885,000	5,037,815	27,922,815
2041-2045	14,920,000	2,755,085	17,675,085
2046-2049	10,720,000	692,318	11,412,318
Total	<u>\$ 121,985,000</u>	<u>\$ 37,154,147</u>	<u>\$ 159,139,147</u>

NOTE E -- GROUNDWATER LEASES

The Authority has contracted to purchase water from several landowners. Each contract stipulates an initial term with extensions for as long as the Authority makes the lease payments. Initial costs to acquire these leases are amortized over the initial term. The Authority intends to maintain these leases in perpetuity. Future minimum lease payments under current conditions are \$1.3 million per year.

NOTE F -- SPONSORING GOVERNMENTS

The sponsoring governments have pledged revenues to support the budgeted operating costs and debt service of the Authority based on their anticipated usage of the resulting water produced from the project. Because the Authority is still constructing its plant, no water has been sold other than non-potable water. Contributions from the sponsoring governments are broken down as follows:

<u>Sponsoring Government</u>	<u>Share</u>
City of San Marcos	35.86%
Canyon Regional Water Authority	30.89%
City of Kyle	28.17%
City of Buda	<u>5.08%</u>
Total	<u>100%</u>

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE G – TRANSMISSION AND TREATMENT INTERLOCAL AGREEMENT

In 2018, the Authority reached an agreement with Guadalupe Blanco River Authority (GBRA) for the use of Authority plant pipelines and treatment facilities. The agreement involves increasing the capacity of the Authority's system to treat and transmit GBRA water. In exchange, GBRA has agreed to fund a portion of the construction costs and ongoing operational costs once in production. A portion of the plant capacity will be reserved for GBRA's use. GBRA is billed their pro-rata share of agreed upon costs as they are incurred.

NOTE H -- TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM

Plan Description

The Authority participates as one of 800 plans in the nontraditional, defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). TCDRS is an agency created by the state of Texas and administered in accordance with the TCDRS Act as an agent multiple-employer retirement system for County and District employees in the State of Texas. The Board of Trustees of TCDRS is responsible for the administration and management of the system. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at PO Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the Authority, within the options available in the state statutes governing TCDRS. Members can retire at age 60 and above with 5 or more years of service or with 30 years regardless of age or when the sum of their age and years of service equals 80 or more. A member is vested after 5 years but must leave his accumulated contributions in the plan.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the Authority within the actuarial constraints imposed by the TCDRS Act so the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions

The Authority has elected the annually determined contribution rate plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the Authority is actuarially determined annually. The Authority contributed using the actuarially determined rate of 6.66% and 6.83% for the calendar years of 2019 and 2020, respectively.

The contribution rate payable by the employee members is 5% as adopted by the governing body of the Authority. The employee deposit rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

ALLIANCE REGIONAL WATER AUTHORITY
 NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 SEPTEMBER 30, 2020

NOTE H -- TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (Cont.)

Benefits Provided

TCDRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the Authority, within the options available in the state statutes governing TCDRS. At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the Authority-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

	12/31/2019
Inactive Employees Receiving Benefits	0
Inactive Employees	0
Active Employees	2
	2

Net Pension Liability

The Authority's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Real rate of return	5.25%
Inflation	2.75%
Long-term Investment return	8.00%

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The long-term expected rate of return on pension plan investments is 8.00%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TCDRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TCDRS.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE H -- TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (Cont.)

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Expected Real Rate of Return (Geometric)
US Equities	14.5%	5.20%
Private Equity	20.0%	8.20%
Global Equities	2.5%	5.50%
International Equities - Developed	7.0%	5.20%
International Equities - Emerging	7.0%	5.70%
Investment-Grade Bonds	3.0%	-0.20%
Strategic Credit	12.0%	3.14%
Direct Lending	11.0%	7.16%
Distressed Debt	4.0%	6.90%
REIT Equities	3.0%	4.50%
Master Limited Partnerships (MLPs)	2.0%	8.40%
Private Real Estate Partnerships	6.0%	5.50%
Hedge Funds	8.0%	2.30%
	<u>100.0%</u>	

Discount Rate

The discount rate used to measure the Total Pension Liability was 8.10%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

The following presents the net pension liability of the Authority, calculated using the discount rate of 8.10%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate 7.10%	Discount Rate 8.10%	Discount Rate 9.10%
Net Pension Liability (Asset)	\$ 22,221	\$ (2,332)	\$ (22,416)

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE H -- TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (Cont.)

Changes in Net Pension Liability

The below schedule presents the changes in the Net Pension Liability as of December 31, 2019:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at December 31, 2018	\$ 81,984	\$ 77,266	\$ 4,718
Changes for the year:			
Service Cost	27,060	-	27,060
Interest on total pension liability	8,833	-	8,833
Change of Benefit Terms	-	-	-
Economic/Demographic gains or losses	(424)	-	(424)
Changes of Assumptions	-	-	-
Refund of Contributions	-	-	-
Benefit Payments	-	-	-
Administrative Expense	-	(91)	91
Member Contributions	-	12,411	(12,411)
Net Investment Income	-	12,659	(12,659)
Employer Contributions	-	16,531	(16,531)
Other	-	1,009	(1,009)
Net Changes	35,469	42,519	(7,050)
Balance at December 31, 2019	\$ 117,453	\$ 119,785	\$ (2,332)

Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TCDRS financial report. That report may be obtained at www.tcdrs.com.

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
SEPTEMBER 30, 2020

NOTE H -- TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (Cont.)

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the Authority recognized pension expense of \$15,665. Also as of September 30, 2020, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows Outflows of of Resources	Deferred Inflows Inflows of of Resources
Differences between Expected and Actual Economic Experience	\$ 6,992	\$ 429
Changes in Actuarial Assumptions	81	48
Net difference between projected and Actual Earnings	-	1,002
Contributions Subsequent to the Measurement Date	13,615	-
	\$ 20,688	\$ 1,479

Deferred outflows of resources in the amount of \$13,615 result from contributions subsequent to the measurement date, and will be recognized as a reduction of the net pension liability for the plan year ending December 31, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year ended December 31,	
2020	\$ 359
2021	222
2022	576
2023	(671)
2024	372
Thereafter	4,736
	\$ 5,594

NOTE I -- LITIGATION

The Authority acquires a significant amount of easements and real property to support pipelines. Legal proceedings are required in certain cases of condemnation. However, management and legal counsel are not aware of any litigation that will have a material effect on the Authority's financial position.

ALLIANCE REGIONAL WATER AUTHORITY
 NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 SEPTEMBER 30, 2020

NOTE J -- COMMITMENTS

As of September 30, 2020, the Authority had several contracts in place as follows:

	Total Commitment	Expended to Date	Estimated Remaining
Engineering & Right of Way	\$ 31,504,211	\$ 15,988,322	\$ 15,515,889
Construction	3,811,396	3,216,860	594,536
	<u>\$ 35,315,607</u>	<u>\$ 19,205,182</u>	<u>\$ 16,110,425</u>

In addition, in July 2019, the Authority agreed to share the costs of construction of electric facilities with Guadalupe Valley Electric Cooperative (GVEC) that will be used to provide power to Authority facilities. ARWA's share of the estimated construction costs is \$1,740,200. Of this amount, \$1,000,000 was paid in fiscal year 2019, leaving an estimated commitment of \$740,200.

NOTE K -- SUBSEQUENT EVENT

In November 2020, the Authority issued Series 2020 (A-D) Contract Revenue Bonds in the aggregate amount of \$122.6 million. The four participating sponsors have pledged revenues to support the debt service. The bonds bear interest in amounts ranging from 0.12% to 2.48% and mature serially through 2040 for San Marcos and Buda shares and 2050 for Canyon Regional and Kyle shares. The bonds were privately placed with the Texas Water Development Board as part of the previously approved available amounts to issue.

REQUIRED SUPPLEMENTARY INFORMATION

ALLIANCE REGIONAL WATER AUTHORITY
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budget Amounts		Actual Results (Budgetary Basis)	Variance With Final Budget- Positive (Negative)
	Original	Final		
Operating Revenues:				
Water Sales	\$ 31,600	\$ 31,600	\$ 35,003	\$ 3,403
Total Operating Revenues	<u>31,600</u>	<u>31,600</u>	<u>35,003</u>	<u>3,403</u>
Operating Expenses:				
Groundwater Reservation Leases	1,355,600	1,355,600	1,336,205	19,395
Professional Fees	242,000	238,300	202,542	35,758
Personnel Costs	422,350	426,050	343,715	82,335
Permits and Fees	75,570	75,570	75,538	32
Administrative Expenses	40,500	40,500	40,328	172
Total Operating Expenses	<u>2,136,020</u>	<u>2,136,020</u>	<u>1,998,328</u>	<u>137,692</u>
Operating Income (Loss)	<u>(2,104,420)</u>	<u>(2,104,420)</u>	<u>(1,963,325)</u>	<u>141,095</u>
Non-Operating Revenues (Expenses)				
Participating Government Contributions	6,473,005	6,473,005	6,473,011	6
Interest Income	44,965	44,965	462,865	417,900
Debt Service	(4,173,010)	(4,173,010)	(3,320,275)	852,735
Non-Operating Revenues	<u>2,344,960</u>	<u>2,344,960</u>	<u>3,615,601</u>	<u>1,270,641</u>
Net Income (Budgetary Basis)	<u>\$ 240,540</u>	<u>\$ 240,540</u>	1,652,276	<u>\$ 1,411,736</u>
Transmission and Treatment Agreement			6,362,088	
Participating Government Project Contributions			1,564,195	
Change in Compensated Absences Accrual			(12,807)	
Bond Issuance Costs			(1,237,824)	
Bond Principal Payments			1,400,000	
Change in Accrued Interest			(188,086)	
Amortization of Lease Bonuses			<u>(43,937)</u>	
Net Income (GAAP Basis)			<u>\$ 9,495,905</u>	

ALLIANCE REGIONAL WATER AUTHORITY
NOTES TO BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

The Authority budgets on a basis of accounting similar to cash basis. Thus, certain items are presented as reconciling items between the budgetary comparison schedule and the statement of revenues, expenses and changes in net position.

ALLIANCE REGIONAL WATER AUTHORITY
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
LAST SIX CALENDAR YEARS

Total Pension Liability				
	2014	2015	2016	2017
Service Cost	\$ 1,883	\$ 12,694	\$ 14,034	\$ 15,763
Interest (on the Total Pension Liability)	75	624	1,903	4,235
Changes of Benefit Terms	-	(1,079)	793	-
Difference between Expected and Actual Experience	2	1,923	3,569	(35)
Change of Assumptions	-	102	-	(56)
Benefit Payments, Including Refunds of Employee Contributions	-	-	-	-
Net Change in Total Pension Liability	1,960	14,264	20,299	19,907
Total Pension Liability - Beginning	-	1,960	16,224	36,523
Total Pension Liability - Ending	<u>\$ 1,960</u>	<u>\$ 16,224</u>	<u>\$ 36,523</u>	<u>\$ 56,430</u>
Plan Fiduciary Net Position				
	2014	2015	2016	2017
Contributions - Employer	\$ 1,132	\$ 7,763	\$ 7,697	\$ 9,785
Contributions - Employee	1,038	7,123	7,088	7,366
Net Investment Income	9	(151)	1,291	5,198
Benefit Payments, Including Refunds of Employee Contributions	-	-	-	-
Administrative Expense	(1)	(7)	(15)	(37)
Other	-	(1)	756	229
Net Change	2,178	14,727	16,817	22,541
Beginning Plan Fiduciary Net Position	-	2,178	16,905	33,722
Ending Plan Fiduciary Net Position	<u>\$ 2,178</u>	<u>\$ 16,905</u>	<u>\$ 33,722</u>	<u>\$ 56,263</u>
Net Pension Liability - Ending	\$ (218)	\$ (681)	\$ 2,801	\$ 167
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	111.12%	104.20%	92.33%	99.70%
Covered Payroll	\$ 124,618	\$ 142,452	\$ 141,750	\$ 147,311
Net Pension Liability as a Percentage of Covered Payroll	-0.17%	-0.48%	1.98%	0.11%

Information in this schedule is being accumulated until ten years are presented.
See Independent Auditor's Report.

<u>Total Pension Liability</u>	
<u>2018</u>	<u>2019</u>
\$ 16,759	\$ 27,060
5,928	8,833
-	-
-	(424)
2,867	-
-	-
<u>25,554</u>	<u>35,469</u>
<u>56,430</u>	<u>81,984</u>
<u>\$ 81,984</u>	<u>\$ 117,453</u>

<u>Plan Fiduciary Net Position</u>	
<u>2018</u>	<u>2019</u>
\$ 12,131	\$ 16,531
9,107	12,411
(811)	12,659
-	-
(62)	(91)
<u>638</u>	<u>1,009</u>
<u>21,003</u>	<u>42,519</u>
<u>56,263</u>	<u>77,266</u>
<u>\$ 77,266</u>	<u>\$ 119,785</u>

\$ 4,718	\$ (2,332)
----------	------------

94.25%	101.99%
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\$ 182,150	\$ 248,222
------------	------------

2.59%	-0.94%
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ALLIANCE REGIONAL WATER AUTHORITY
SCHEDULE OF EMPLOYER CONTRIBUTIONS – PENSION PLAN-
LAST SIX FISCAL YEARS

Fiscal Year Ending September 30,	Actuarially Determined Contribution	Actual Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions As Percent of Payroll
2020	\$ 19,107	\$ 19,107	\$ -	\$ 283,824	6.73%
2019	16,336	16,336	-	245,291	6.66%
2018	10,369	10,372	(3)	155,797	6.66%
2017	9,260	9,260	-	145,921	6.35%
2016	7,714	7,714	-	141,926	5.44%
2015	6,954	6,954	-	127,609	5.45%

Valuation Timing:

Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	18.3 years (based on contribution rate calculated in 12/31/19 valuation)
Asset Valuation Method	5 Year Smoothed Market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation.
Investment Rate of Return	8.00%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Health Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate Scale after 2014.
Changes in Assumptions	2015: New inflation, mortality and other assumptions 2017: New mortality assumptions were reflected

Information in this schedule is being accumulated until ten years are presented.
See Independent Auditor's Report.

SUPPLEMENTARY INFORMATION

ALLIANCE REGIONAL WATER AUTHORITY
TSI-1 SERVICES AND RATES
YEAR ENDING SEPTEMBER 30, 2020

1. Services Provided by the District during the Fiscal Year

Not Yet in Production

2. Retail Service Providers

Not Applicable

3. Total Water Consumption during the Fiscal Year

Not Yet in Production

4. Standby Fees

Not Applicable

5. Location of District

Counties: Hays, Guadalupe, Caldwell, Comal

Cities: Buda, Kyle, San Marcos, Cibolo, Converse, Niederwald, Staples,
Uhland, Martindale

Board Members Board members are appointed by each participating government
(City of San Marcos, City of Kyle, City of Buda, Canyon Regional
Water Authority)

ALLIANCE REGIONAL WATER AUTHORITY
 TSI-2 EXPENSES
 FOR THE YEAR ENDING SEPTEMBER 30, 2020

Personnel Expenditures (including benefits)	\$	356,522
Professional Fees:		
Legal		97,731
Accounting and Audit		10,715
Other		94,096
Water and Transmission Costs		1,336,205
Administrative Expenses		115,866
Depreciation and Amortization		43,937
Interest and Debt Related Costs		<u>3,346,185</u>
Total Expenses	\$	<u>5,401,257</u>
Total number of persons employed by the District	Full-Time	<u>3</u>
	Part-Time	<u>0</u>

TSI-3 TEMPORARY INVESTMENTS
 TSI-4 TAXES LEVIED AND RECEIVABLE

OMITTED AS NOT APPLICABLE
 OMITTED AS NOT APPLICABLE

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT

Contract Revenue Bonds 2015A			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 190,000	\$ 60,977	\$ 250,977
2022	190,000	59,058	249,058
2023	195,000	56,854	251,854
2024	195,000	54,319	249,319
2025	200,000	51,609	251,609
2026	205,000	48,669	253,669
2027	210,000	45,307	255,307
2028	210,000	41,506	251,506
2029	215,000	37,390	252,390
2030	220,000	32,875	252,875
2031	225,000	28,035	253,035
2032	230,000	22,905	252,905
2033	240,000	17,569	257,569
2034	245,000	11,881	256,881
2035	250,000	6,025	256,025
	\$ 3,220,000	\$ 574,979	\$ 3,794,979

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2015B			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 95,000	\$ 86,088	\$ 181,088
2022	95,000	84,929	179,929
2023	95,000	83,607	178,607
2024	100,000	82,117	182,117
2025	100,000	80,437	180,437
2026	100,000	78,677	178,677
2027	105,000	76,707	181,707
2028	105,000	74,407	179,407
2029	110,000	71,929	181,929
2030	110,000	69,135	179,135
2031	115,000	66,220	181,220
2032	120,000	63,058	183,058
2033	120,000	59,698	179,698
2034	125,000	56,266	181,266
2035	130,000	52,666	182,666
2036	135,000	48,883	183,883
2037	140,000	44,684	184,684
2038	140,000	40,330	180,330
2039	145,000	35,976	180,976
2040	150,000	31,452	181,452
2041	155,000	26,772	181,772
2042	160,000	21,812	181,812
2043	165,000	16,692	181,692
2044	175,000	11,396	186,396
2045	180,000	5,778	185,778
	\$ 3,170,000	\$ 1,369,716	\$ 4,539,716

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2017A			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 265,000	\$ 233,562	\$ 498,562
2022	270,000	231,018	501,018
2023	270,000	228,048	498,048
2024	275,000	224,727	499,727
2025	275,000	221,042	496,042
2026	280,000	216,972	496,972
2027	285,000	212,548	497,548
2028	290,000	207,760	497,760
2029	295,000	202,395	497,395
2030	300,000	196,318	496,318
2031	310,000	189,568	499,568
2032	315,000	182,035	497,035
2033	325,000	174,065	499,065
2034	330,000	165,583	495,583
2035	340,000	156,739	496,739
2036	350,000	147,457	497,457
2037	360,000	137,762	497,762
2038	370,000	127,646	497,646
2039	380,000	117,064	497,064
2040	390,000	105,702	495,702
2041	400,000	93,963	493,963
2042	415,000	81,923	496,923
2043	425,000	69,431	494,431
2044	435,000	56,299	491,299
2045	450,000	42,857	492,857
2046	465,000	28,952	493,952
2047	475,000	14,630	489,630
	\$ 9,340,000	\$ 4,066,066	\$ 13,406,066

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2017B			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 240,000	\$ 212,996	\$ 452,996
2022	245,000	210,692	455,692
2023	245,000	207,997	452,997
2024	250,000	204,983	454,983
2025	250,000	201,633	451,633
2026	255,000	197,933	452,933
2027	260,000	193,904	453,904
2028	265,000	189,536	454,536
2029	270,000	184,634	454,634
2030	275,000	179,072	454,072
2031	280,000	172,884	452,884
2032	290,000	166,080	456,080
2033	295,000	158,743	453,743
2034	305,000	151,044	456,044
2035	310,000	142,870	452,870
2036	320,000	134,407	454,407
2037	330,000	125,543	455,543
2038	335,000	116,270	451,270
2039	345,000	106,689	451,689
2040	355,000	96,373	451,373
2041	365,000	85,688	450,688
2042	375,000	74,701	449,701
2043	385,000	63,414	448,414
2044	400,000	51,517	451,517
2045	410,000	39,157	449,157
2046	425,000	26,488	451,488
2047	435,000	13,398	448,398
	\$ 8,515,000	\$ 3,708,646	\$ 12,223,646

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2017C			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 550,000	\$ 173,522	\$ 723,522
2022	550,000	169,232	719,232
2023	555,000	164,282	719,282
2024	560,000	158,677	718,677
2025	570,000	152,517	722,517
2026	575,000	145,620	720,620
2027	580,000	138,202	718,202
2028	590,000	130,256	720,256
2029	600,000	121,347	721,347
2030	610,000	111,267	721,267
2031	620,000	100,104	720,104
2032	630,000	87,828	717,828
2033	645,000	74,850	719,850
2034	660,000	61,112	721,112
2035	675,000	46,724	721,724
2036	690,000	31,739	721,739
2037	705,000	16,145	721,145
	\$ 10,365,000	\$ 1,883,424	\$ 12,248,424

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2017D			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 80,000	\$ 24,678	\$ 104,678
2022	80,000	24,054	104,054
2023	80,000	23,334	103,334
2024	80,000	22,526	102,526
2025	80,000	21,646	101,646
2026	80,000	20,678	100,678
2027	80,000	19,646	99,646
2028	85,000	18,550	103,550
2029	85,000	17,267	102,267
2030	85,000	15,839	100,839
2031	90,000	14,283	104,283
2032	90,000	12,501	102,501
2033	90,000	10,647	100,647
2034	95,000	8,730	103,730
2035	95,000	6,659	101,659
2036	100,000	4,550	104,550
2037	100,000	2,290	102,290
	\$ 1,475,000	\$ 267,878	\$ 1,742,878

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2019A			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 740,000	\$ 547,479	\$ 1,287,479
2022	750,000	539,931	1,289,931
2023	755,000	532,131	1,287,131
2024	760,000	524,128	1,284,128
2025	770,000	515,844	1,285,844
2026	775,000	507,374	1,282,374
2027	785,000	498,461	1,283,461
2028	790,000	488,963	1,278,963
2029	800,000	479,167	1,279,167
2030	810,000	468,927	1,278,927
2031	820,000	457,263	1,277,263
2032	830,000	443,733	1,273,733
2033	845,000	428,627	1,273,627
2034	860,000	411,389	1,271,389
2035	875,000	393,415	1,268,415
2036	895,000	374,777	1,269,777
2037	915,000	354,461	1,269,461
2038	930,000	333,141	1,263,141
2039	950,000	311,007	1,261,007
2040	970,000	289,537	1,259,537
2041	995,000	264,123	1,259,123
2042	1,020,000	238,054	1,258,054
2043	1,050,000	211,330	1,261,330
2044	1,075,000	183,820	1,258,820
2045	1,100,000	155,655	1,255,655
2046	1,125,000	125,955	1,250,955
2047	1,155,000	95,580	1,250,580
2048	1,180,000	64,395	1,244,395
2049	1,205,000	32,535	1,237,535
	\$ 26,530,000	\$ 10,271,202	\$ 36,801,202

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2019B			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 675,000	\$ 499,532	\$ 1,174,532
2022	680,000	492,647	1,172,647
2023	690,000	485,575	1,175,575
2024	695,000	478,261	1,173,261
2025	700,000	470,685	1,170,685
2026	705,000	462,985	1,167,985
2027	715,000	454,878	1,169,878
2028	720,000	446,226	1,166,226
2029	730,000	437,298	1,167,298
2030	735,000	427,954	1,162,954
2031	745,000	417,370	1,162,370
2032	760,000	405,078	1,165,078
2033	770,000	391,246	1,161,246
2034	785,000	375,538	1,160,538
2035	800,000	359,131	1,159,131
2036	815,000	342,091	1,157,091
2037	835,000	323,591	1,158,591
2038	850,000	304,135	1,154,135
2039	870,000	283,905	1,153,905
2040	885,000	264,243	1,149,243
2041	910,000	241,056	1,151,056
2042	935,000	217,214	1,152,214
2043	955,000	192,717	1,147,717
2044	980,000	167,696	1,147,696
2045	1,005,000	142,020	1,147,020
2046	1,030,000	114,885	1,144,885
2047	1,050,000	87,075	1,137,075
2048	1,075,000	58,725	1,133,725
2049	1,100,000	29,700	1,129,700
	\$ 24,200,000	\$ 9,373,457	\$ 33,573,457

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2019C			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 1,485,000	\$ 412,305	\$ 1,897,305
2022	1,500,000	399,831	1,899,831
2023	1,510,000	387,081	1,897,081
2024	1,520,000	373,944	1,893,944
2025	1,530,000	360,416	1,890,416
2026	1,540,000	346,646	1,886,646
2027	1,555,000	332,170	1,887,170
2028	1,570,000	316,776	1,886,776
2029	1,580,000	300,919	1,880,919
2030	1,595,000	284,487	1,879,487
2031	1,615,000	265,825	1,880,825
2032	1,635,000	244,184	1,879,184
2033	1,655,000	219,823	1,874,823
2034	1,680,000	192,350	1,872,350
2035	1,710,000	163,790	1,873,790
2036	1,735,000	134,036	1,869,036
2037	1,765,000	101,938	1,866,938
2038	1,795,000	68,403	1,863,403
2039	1,825,000	33,580	1,858,580
	\$ 30,800,000	\$ 4,938,504	\$ 35,738,504

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Contract Revenue Bonds 2019D			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 210,000	\$ 58,481	\$ 268,481
2022	215,000	56,717	271,717
2023	215,000	54,890	269,890
2024	215,000	53,019	268,019
2025	215,000	51,106	266,106
2026	220,000	49,171	269,171
2027	220,000	47,103	267,103
2028	225,000	44,925	269,925
2029	225,000	42,652	267,652
2030	225,000	40,312	265,312
2031	230,000	37,680	267,680
2032	230,000	34,598	264,598
2033	235,000	31,171	266,171
2034	240,000	27,270	267,270
2035	240,000	23,190	263,190
2036	245,000	19,014	264,014
2037	250,000	14,481	264,481
2038	255,000	9,731	264,731
2039	260,000	4,784	264,784
	\$ 4,370,000	\$ 700,295	\$ 5,070,295

ALLIANCE REGIONAL WATER AUTHORITY
TSI-5 LONG-TERM BONDED DEBT (CONTINUED)

Total Requirements for All Series			
Fiscal Year Ending September 30,	Principal Due Each Year	Interest Due Each Year	Total
2021	\$ 4,530,000	\$ 2,309,620	\$ 6,839,620
2022	4,575,000	2,268,109	6,843,109
2023	4,610,000	2,223,799	6,833,799
2024	4,650,000	2,176,701	6,826,701
2025	4,690,000	2,126,935	6,816,935
2026	4,735,000	2,074,725	6,809,725
2027	4,795,000	2,018,926	6,813,926
2028	4,850,000	1,958,905	6,808,905
2029	4,910,000	1,894,998	6,804,998
2030	4,965,000	1,826,186	6,791,186
2031	5,050,000	1,749,232	6,799,232
2032	5,130,000	1,662,000	6,792,000
2033	5,220,000	1,566,439	6,786,439
2034	5,325,000	1,461,163	6,786,163
2035	5,425,000	1,351,209	6,776,209
2036	5,285,000	1,236,954	6,521,954
2037	5,400,000	1,120,895	6,520,895
2038	4,675,000	999,656	5,674,656
2039	4,775,000	893,005	5,668,005
2040	2,750,000	787,307	3,537,307
2041	2,825,000	711,602	3,536,602
2042	2,905,000	633,704	3,538,704
2043	2,980,000	553,584	3,533,584
2044	3,065,000	470,728	3,535,728
2045	3,145,000	385,467	3,530,467
2046	3,045,000	296,280	3,341,280
2047	3,115,000	210,683	3,325,683
2048	2,255,000	123,120	2,378,120
2049	2,305,000	62,215	2,367,215
	\$ 121,985,000	\$ 37,154,147	\$ 159,139,147



ALLIANCE WATER

ALLIANCE REGIONAL WATER AUTHORITY
TSI-6 CHANGES IN LONG-TERM BONDED DEBT

	Contract Revenue Bonds Series 2015A	Contract Revenue Bonds Series 2015B	Contract Revenue Bonds Series 2017A	Contract Revenue Bonds Series 2017B	Contract Revenue Bonds Series 2017C
Interest Rate	0.38-2.41%	0.45-3.21%	0.77-3.08%	0.77-3.08%	0.63-2.29%
Dates Interest Payable	Feb 15, Aug 15	Feb 15, Aug 15	Feb 15, Aug 15	Feb 15, Aug 15	Feb 15, Aug 15
Maturity Dates	August 2035	August 2045	August 2047	August 2047	August 2037
Beginning Bonds					
Outstanding	\$ 3,405,000	\$ 3,260,000	\$ 9,605,000	\$ 8,755,000	\$ 10,910,000
Bonds Sold During The Fiscal Year	-	-	-	-	-
Bonds Retired During The Fiscal Year	(185,000)	(90,000)	(265,000)	(240,000)	(545,000)
Ending Bonds					
Outstanding	<u>\$ 3,220,000</u>	<u>\$ 3,170,000</u>	<u>\$ 9,340,000</u>	<u>\$ 8,515,000</u>	<u>\$ 10,365,000</u>
Interest Paid During The Fiscal Year	<u>\$ 62,587</u>	<u>\$ 87,033</u>	<u>\$ 235,814</u>	<u>\$ 215,036</u>	<u>\$ 177,337</u>
Paying Agent's Name and City	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX
<i>Bond Authority</i>					
Amount Authorized by The Board of Trustees	\$ 3,775,000	\$ 3,440,000	\$ 65,924,210	\$ 60,110,316	\$ 76,516,189
Amount Issued	<u>3,775,000</u>	<u>3,440,000</u>	<u>36,395,000</u>	<u>33,195,000</u>	<u>42,250,000</u>
Remaining to be Issued	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,529,210</u>	<u>\$ 26,915,316</u>	<u>\$ 34,266,189</u>

Debt Service Fund Cash and Temporary Investments as of September 30

Average Annual Debt Service Payment (principal & interest) for Remaining Term of Debt

Contract Revenue Bonds Series 2017D	Contract Revenue Bonds Series 2019A	Contract Revenue Bonds Series 2017B	Contract Revenue Bonds Series 2017C	Contract Revenue Bonds Series 2017D	Total
0.63-2.29% Feb 15, Aug 15 August 2037	1.02-2.70% Feb 15, Aug 15 August 2049	1.02-2.70% Feb 15, Aug 15 August 2049	0.84-1.94% Feb 15, Aug 15 August 2039	0.84-1.94% Feb 15, Aug 15 August 2039	
\$ 1,550,000	\$ -	\$ -	\$ -	\$ -	\$ 37,485,000
-	26,530,000	24,200,000	30,800,000	4,370,000	85,900,000
(75,000)	-	-	-	-	(1,400,000)
<u>\$ 1,475,000</u>	<u>\$ 26,530,000</u>	<u>\$ 24,200,000</u>	<u>\$ 30,800,000</u>	<u>\$ 4,370,000</u>	<u>\$ 121,985,000</u>
<u>\$ 25,203</u>	<u>\$ 403,004</u>	<u>\$ 367,711</u>	<u>\$ 303,502</u>	<u>\$ 43,049</u>	<u>\$ 1,920,276</u>
BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	BOKF, NA Dallas, TX	
\$ 10,859,285	\$ -	\$ -	\$ -	\$ -	\$ 220,625,000
5,995,000	-	-	-	-	125,050,000
<u>\$ 4,864,285</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 95,575,000</u>
					<u>\$ 940,558</u>
					<u>\$ 5,487,557</u>

See Independent Auditor's Report.

ALLIANCE REGIONAL WATER AUTHORITY
 TSI-7 COMPARATIVE SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
 LAST THREE FISCAL YEARS

	2018	2019	2020
Operating Revenues:			
Water Sales	\$ -	\$ 28,526	\$ 35,003
Total Operating Revenues	<u>-</u>	<u>28,526</u>	<u>35,003</u>
Operating Expenses:			
Groundwater Reservation Leases	1,240,976	1,192,172	1,336,205
Amortization of Initial Lease Costs	204,810	204,810	43,937
Professional Fees	220,963	230,066	202,542
Personnel Costs	194,334	332,814	356,522
Permits and Fees	62,878	71,311	75,538
Administrative Expenses	26,695	31,790	40,328
Total Operating Expenses	<u>1,950,656</u>	<u>2,062,963</u>	<u>2,055,072</u>
Operating Income (Loss)	(1,950,656)	(2,034,437)	(2,020,069)
Non-Operating Revenues (Expenses)			
Participating Government Contributions	4,221,926	6,476,552	8,037,206
Transmission and Treatment Agreement	736,853	3,887,232	6,362,088
Interest Income	4,579	568,877	462,865
Miscellaneous Income	6,500	-	-
Bond Issue Costs	(798,270)	-	(1,237,824)
Interest Expense	-	(811,610)	(2,108,361)
Total Non-Operating Revenues (Expenses)	<u>4,171,588</u>	<u>10,121,051</u>	<u>11,515,974</u>
Change in Net Position	<u>\$ 2,220,932</u>	<u>\$ 8,086,614</u>	<u>\$ 9,495,905</u>

The year ending September 30, 2018 was the first full fiscal year of the Authority. Information is being accumulated for this schedule until five years are presented.

See Independent Auditor's Report.

ALLIANCE REGIONAL WATER AUTHORITY
TSI-8 BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS
FOR THE YEAR ENDING SEPTEMBER 30, 2020

Names:	Term of Office (Elected or Appointed) or Date Hired	Fees of Office Paid 9/30/20	Expense Reimbursements 9/30/20	Title at Year End
Board of Trustees:				
Mike Taylor	6/17-4/23	---	---	Director
Humberto Ramos	6/17-4/21	---	---	Director
Chris Betz	6/17-4/22	---	---	Chair
Pat Allen	6/17-4/23	---	---	Director
Mark Gleason	1/21-4/22	---	---	Director
Jane Hughson	6/17-4/23	---	---	Vice-Chair
Tom Taggart	6/17-4/21	---	---	Director
Tim Samford	9/20-4/21	---	---	Director
Derrick Turley	1/21-4/21	---	---	Director
James Earp	6/17-4/21	---	---	Secretary
Blake Neffendorf	4/20-4/23	---	---	Treasurer
Key Administrative Personnel:				
Graham Moore	6/15/2017	\$ 172,800	\$ -	Exec. Director
Consultants:				
Kimley-Horn & Associates		\$ 2,638,532		Engineer
Walker Partners		\$ 2,398,651		Engineer
Lockwood, Andrews & Newnam		\$ 2,026,377		Engineer
Freese & Nichols		\$ 1,722,260		Engineer
K Friese & Associates		\$ 1,144,068		Engineer
Blanton & Associates		\$ 1,100,098		Engineer
CP&Y		\$ 924,842		Surveyor
LNV, Inc.		\$ 784,533		Engineer
CBRE		\$ 406,750		Appraiser
Davidson, Troilo, Ream & Garza		\$ 326,357		Attorney
BGE, Inc.		\$ 289,076		Engineer
James R. Tolles, Jr		\$ 206,621		Construction Observer
Pape-Dawson Engineer, Inc.		\$ 89,690		Engineer
Lloyd Gosselink		\$ 69,921		Attorney
Texas Solutions Group		\$ 66,000		Lobbyist
R.W. Harden & Associates, Inc.		\$ 54,388		Hydrogeology
Kent Sick		\$ 47,577		Attorney
Alan Plummer & Associates, Inc.		\$ 37,789		Engineer
Law Offices of Patricia Carls		\$ 13,267		Attorney
Mark Taylor		\$ 12,895		Attorney
Armstrong, Vaughan & Associates, P.C.		\$ 10,715		Auditor
Hicks & Co.		\$ 8,065		Hydrogeology

See Independent Auditor's Report.



ALLIANCE WATER

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
 Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.3** Consider adoption of Resolution 2021-03-10-003 approving Work Order #5 with Kimley-Horn and Associates, Inc. for Phase 1B Owner’s Representative Services for March 2021 through February 2022. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority entered into a work order with Kimley-Horn & Associates, Inc. in February 2018 for the first year of Owner’s Representative Services for the Phase 1B Program and entered into work orders in February 2019 and 2020 for the second and third years. The current work order is set to expire on February 28, 2021.

The table below outlines the contracted fees for Owner’s Representative services for the first two work orders and the actual/projected total expenditure for each:

Work Order / Period	Contract Value	Total Expenditure
#1 (3/18 – 2/19)	\$2,609,966	\$1,984,280
#2 (3/19 – 2/20)	\$2,877,103	\$2,815,225
#3 (3/20 – 2/21)	\$3,110,422	\$3,050,000*

* Projected

The Executive Director negotiated a new work order with Kimley-Horn to begin on March 1, 2021 and extend through February 28, 2022. Below is a summary of the scope of work.

Scope of Work

A detailed scope of work is attached with summary costs listed below. Due to the scale of the effort it is difficult to get a definitive list of all activities that will be required. It will be incumbent upon the Executive Director to closely monitor the activities and expenditures.

Task	Anticipated Fee
1 – Program Management Plan Updates	\$32,262
2 – Stakeholder Coordination	\$279,683
3 - Budgeting	\$110,861
4 - Schedule	\$81,192
5 – Reporting	\$47,110
6 – Data Management	\$91,576
7 – Environmental Management	\$84,390
8 – Land Acquisition Management	\$509,587
9 – TWDB Management	\$83,558
10 – Design Standards Updates	\$84,403
11 – Engineering Design Management	\$361,276

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

12 – Quality Assurance	\$17,966
13 – Electrical Power Planning*	\$51,073
14 – Permit Coordination/Tracking	\$50,094
15 – Procurement & Construction Phase	\$408,057
16 – Project Administration	\$52,870
17 – Other Services	\$78,995
18 – Environmental Const Phase Svcs	\$260,481
Maximum Fee	\$2,685,433

Fee Schedule

The work is proposed to be contracted on an hourly rate basis. Kimley-Horn's subconsultants account for 59.9% of the total anticipated effort, with 59.1% of the total effort contracted to Historically Underutilized Businesses. The costs include a 10% markup by Kimley-Horn on all subconsultants work.

Contract

The work order will be issued under the terms and conditions of the Master Agreement entered into between Kimley-Horn and Alliance Water in May 2016.

Attachment(s)

- Proposal dated March 5, 2021 from Kimley-Horn for Phase 1B – Owner's Representative Services

Recommendation(s)

- The Technical Committee and Administrative Committee both unanimously recommended approval of the work order with Kimley-Horn & Associates

Board Decision(s) Needed:

- Consider adoption of Resolution 2020-03-10-003 approving Work Order #5 with Kimley-Horn & Associates, Inc. for Owner's Representative Services for March 2021 through February 2022 for the Authority's Phase 1B Program as recommended by the Technical Committee.



ALLIANCE WATER

RESOLUTION NO. 20210310-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #5 BETWEEN THE AUTHORITY AND KIMLEY-HORN & ASSOCIATES, INC. FOR OWNER’S REPRESENTATIVE SERVICES FOR MARCH 2021 THROUGH FEBRUARY 2022 RELATED TO THE AUTHORITY’S PHASE 1B PROGRAM AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the “Authority”) through the adoption of Resolution 20180228-003 entered into a work order with Kimley-Horn & Associates, Inc. (“Kimley-Horn”) for Owner’s Representative Services for the Authority’s Phase 1B Program. The scope of services was for the time period beginning March 1, 2018 and ending February 28, 2019. Separate work orders for two subsequent years running from March through February were later approved by the Board.

2. The Hays Caldwell Public Utility Agency, the predecessor to the Authority entered into a master agreement with Kimley-Horn for engineering services and related matters in August 2015.

3. The scope of services and fee for the attached work order was negotiated by the Executive Director on behalf of the Authority. The scope of services covers the period from March 1, 2021 through February 28, 2022. The work order references terms and conditions in the approved Master Agreement between the Authority and Kimley-Horn.

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

SECTION 1. The attached work order for Owner’s Representative services between the Authority and Kimley-Horn is approved.

SECTION 2. The Chair of the Authority’s Board of Directors, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

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

ADOPTED: March 10, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



March 3, 2021

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

**RE: Scope of Services – Work Order No. 5
Phase 1B Infrastructure – Owner’s Representative**

PROJECT DEFINITION AND BACKGROUND

The Alliance Regional Water Authority (Alliance Water) has developed a Capital Improvements Plan (CIP) per Resolution 20160525-008 that identifies anticipated infrastructure requirements over the several decades. This CIP is divided into multiple project delivery phases. Phase 1A is scheduled to be completed in 2018. Phase 1B consists of infrastructure to be delivered by the end of 2023 and includes groundwater wells, water treatment plant, transmission mains, booster pump station, and eight (8) delivery points. Alliance Water and Guadalupe Blanco River Authority (GBRA) have entered into an agreement to oversize a portion of the proposed Phase 1B infrastructure to accommodate delivery of water to both Alliance Water as well as GBRA customers (three additional delivery points). The infrastructure to be oversized includes: water treatment plant, a significant portion of the transmission mains, and booster pump station.

Alliance Water has obtained a State Water Implementation Fund for Texas (SWIFT) loan from the Texas Water Development Board (TWDB) for the proposed Phase 1B Program.

The Scope of Services for this agreement consists of Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Owner’s Representative”) serving Alliance Water as an Owner’s Representative by assisting in the management of the overall project delivery of Phase 1B Program through the completion and startup of the infrastructure in 2023. In performing the services, the Owner’s Representative will endeavor to operate as an extension of Alliance Water’s staff. The Owner’s Representative will function as the representative and not the agent of Alliance Water. The Owner’s Representative will exercise independent judgment and will operate without extensive oversight and direction. The Owner’s Representative will commit the personnel and resources required to perform the services throughout the term of this Agreement.

Work Order No. 5 will extend for a duration of 12 months. Attachment A identifies the key phases that each infrastructure contract is anticipated to complete within this 12-month period.

KEY TERMINOLOGY

- **Consultants** – refers collectively to consultants (design, environmental, and land acquisition) that will be procured by and contracted directly with Alliance Water for the Phase 1B Program.
- **Land Acquisition Consultant Team** – refers to consultants (legal, land agent / appraisal, and survey) that will be procured by and contracted directly with Alliance Water for the land acquisition process for the Phase 1B Program.
- **Environmental Consultant** – refers to the consultant that will be procured by and contracted directly with Alliance Water to perform environmental services for the Phase 1B Program.
- **Combined Program** – refers to the infrastructure that will be shared between Alliance Water and GBRA.

SCOPE OF WORK

1. Program Management Plan Updates

This task consists of the ongoing implementation and maintenance of the Phase 1B Program Management Plan (PMP) that was developed in Work Order No. 2. The PMP defines the policies and procedures to be implemented by Phase 1B Program personnel. Tasks to be performed may include the development of additional PMP components as well as the maintenance of the following components already developed:

- 1.1. Communication Protocol
- 1.2. Document Control / Data Management Protocol
- 1.3. Quality Assurance Plan
- 1.4. Milestone Review Process Protocol
- 1.5. Risk Management Plan
- 1.6. Land Acquisition Protocol
- 1.7. Environmental Management Protocol
- 1.8. Texas Water Development Board (TWDB) Protocol
- 1.9. Design Management Protocol
- 1.10. Budget and Funding Protocol
- 1.11. Schedule Protocol
- 1.12. Reporting Protocol
- 1.13. Permit Management Protocol
- 1.14. GBRA & Project Advisory Committee (PAC) Protocol
- 1.15. Procurement Protocol
- 1.16. Construction Protocol, including integration of the Construction Management & Inspection (CM&I) team
- 1.17. PMP Appendices

Task Meetings:

- None

2. Stakeholder Coordination

This task consists of the coordination that will be required by the Owner’s Representative in performance of the management of the Phase 1B program. Perform stakeholder coordination in accordance with the protocol established in the PMP. This task consists of:

- 2.1. Stakeholder identification
- 2.2. Initial and/or Ongoing Coordination
 - 2.2.1. Executive Director
 - 2.2.2. Technical Committee and Board Meetings – attend and present status updates
 - 2.2.3. Project Advisory Committee (PAC) Meetings – attend and present status updates
 - 2.2.4. Other Alliance Water Consulting Services (Public Relations, Accounting, Legal)
 - 2.2.5. Texas Commission on Environmental Quality (TCEQ)
 - 2.2.6. Texas Department of Transportation (TxDOT)
 - 2.2.7. Union Pacific Railroad (UPRR)
 - 2.2.8. Counties (Hays, Caldwell, Guadalupe)
 - 2.2.9. Cities (Kyle, San Marcos, Uhland, Lockhart, Maxwell, others)
 - 2.2.10. GBRA and/or its consultants
 - 2.2.11. Other utilities, entities

Task Meetings:

- Alliance Water Executive Director coordination meetings
- Alliance Water Executive Committee and Board Meetings
- PAC Meetings
- Other Alliance Water Consulting Services – as part of coordination meetings with Executive Director
- Texas Commission on Environmental Quality
- Texas Department of Transportation
- Union Pacific Railroad
- Counties
- Cities
- Other utilities, entities
- Design consultants will be required to meet with agencies separately on project specific issues.

3. Budgeting

Maintain the budget tracking protocol developed in the PMP for the Phase 1B Program. It is assumed that the budget will be maintained in Microsoft Excel and linked to the schedule. The format of the budget will be in accordance with TWDB requirements. Monthly Budget updates are anticipated with monthly review sessions as established in the PMP. This task consists of:

- 3.1. Perform monthly budget updates:
 - 3.1.1. Track costs to the Phase 1B Program versus the anticipated budget. Costs associated with the Combined Program will be tracked separately.

- 3.1.2. Coordinate with applicable parties to receive current opinion of probable construction cost (OPCC) data for projects as identified in PMP.
- 3.1.3. Identify budget deviations and coordinate with applicable parties for potential corrective measures. Summarize budget deviations within monthly updates.
- 3.2. Prepare budget updates for the following parties at the frequency identified:
 - 3.2.1. Executive Director – monthly
 - 3.2.2. Alliance Water Board and Technical Committee – quarterly
 - 3.2.3. PAC – quarterly
 - 3.2.4. TWDB – quarterly
 - 3.2.5. Public – quarterly
- 3.3. Program Cost Analysis and Review – perform cost analyses, which may include: evaluating proposed design standards and specifications, obtaining contractor input, and comparing cost projections prepared by Design Consultants to look for potential options for controlling projected program costs.

Task Meetings:

- None.

4. Schedule

Maintain the schedule as Identified in the PMP for the Phase 1B Program. The schedule management will be performed monthly using Microsoft Project with schedule review sessions as established in the PMP (concurrent with budget review sessions). This task consists of:

- 4.1. Perform monthly schedule updates:
 - 4.1.1. Coordinate with applicable parties to obtain current schedules for projects
 - 4.1.2. Identify schedule deviations and coordinate with applicable parties for potential corrective measures. Schedules for projects in construction will be evaluated by others and for the purposes of the monthly update these schedules will be condensed into only the primary construction tasks.
 - 4.1.3. Special updates will be performed when critical information becomes known
- 4.2. Prepare schedule updates for the following parties at the frequency identified:
 - 4.2.1. Executive Director – monthly
 - 4.2.2. Alliance Water Board and Technical Committee – quarterly
 - 4.2.3. PAC – quarterly
 - 4.2.4. TWDB – quarterly
 - 4.2.5. Public – quarterly
- 4.3. Program Schedule Analysis and Review – perform overall program schedule analysis, which may include: obtaining contractor input and comparing schedules prepared by Design Consultants to look for potential options for controlling projected program schedule.

Task Meetings:

- None.

5. Reporting

Prepare routine progress reports as identified in the PMP for the Phase 1B Program. This task consists of:

- 5.1. Prepare monthly progress reports:
 - 5.1.1. Coordinate with applicable parties to obtain status for project tasks
 - 5.1.2. Provide Board and Technical Committee a detailed report identifying what was worked on during the previous month and what is anticipated for the following month

- 5.2. Prepare progress updates for the following parties at the frequency identified:
 - 5.2.1. Executive Director – weekly summary and monthly report
 - 5.2.2. Alliance Water Board and Technical Committee – monthly
 - 5.2.3. PAC – monthly
 - 5.2.4. TWDB – quarterly
 - 5.2.5. Public – quarterly

Progress reports for projects in construction will be prepared by the CM&I team.

Task Meetings:

- None.

6. Data Management

Manage record keeping as established in the PMP. Data storage will continue to be performed utilizing Microsoft SharePoint as well as Esri ArcGIS. This task consists of:

- 6.1. Overall data management:
 - 6.1.1. Perform administrative support functions for overall project record keeping and implementing the data management system;
 - 6.1.2. Enter information into applicable data management system;
 - 6.1.3. Distribute updated contract documents ensuring program team maintain current version of project documents;
 - 6.1.4. Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications;
 - 6.1.5. Log receipt of documents and inquiries requiring a response, ensure delivery of documents to appropriate parties, track documents, and monitor timely response;
 - 6.1.6. Review supporting documents for conformance with PMP guidelines;
 - 6.1.7. Maintain project records;
 - 6.1.8. Maintain change management logs, RFI logs, RFPs logs, submittal logs;
 - 6.1.9. Perform internal audits for quality assurance of overall documents.

- 6.2. Microsoft SharePoint:
 - 6.2.1. Perform ongoing data management of documents within SharePoint,

- 6.3. Interactive Web-based GIS:
 - 6.3.1. Perform data updates for the following data to be hosted in ArcGIS application, assumed to occur at the frequencies identified:
 - Background Imagery (provided by Esri basemapping) – annually;
 - Parcel data (right-of-entry and land acquisition status) – weekly;

- City / County / District boundaries – annually;
- Alliance Water proposed infrastructure – monthly;
- FEMA 100-year floodplain (from FEMA map service) – annually;
- United States Geological Service (USGS) National Hydrography Dataset (from USGS hosted map service) – annually;
- United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (from USFWS hosted map service) – annually;
- Desktop/Field Environmental data provided by Environmental Consultant – monthly;
- Topographical data – annually;
- Existing utility data – monthly;
- Construction progress tracking - monthly

Updates/edits will be performed in an ArcGIS Desktop environment prior to being viewable in the web-based application. Data and application support and hosting will be provided for the duration of this this Work Order.

Task Meetings:

- None.

Deliverables:

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

7. Environmental Management

Perform environmental management and coordination for the Phase 1B Program in accordance with the PMP. This task consists of:

- 7.1. Perform regular coordination with Environmental Consultant to discuss ongoing activities, schedule, potential issues, deliverables, and other items related to their scope of work.
- 7.2. In conjunction with the Environmental Consultant, perform ongoing coordination with key agencies, including:
 - 7.2.1. United States Army Corps of Engineers (USACE)
 - 7.2.2. Texas Parks and Wildlife Department (TPWD)
 - 7.2.3. Local floodplain administrators.
- 7.3. Assist with the review of Environmental Consultant monthly invoices.
- 7.4. Perform continuous tracking of Environmental Consultant’s project scope and assist with the development and review of potential amendments.
- 7.5. Perform as-needed site visits with Environmental Consultant during their field studies.
- 7.6. To the extent reasonably possible, site visits will be coordinated with those identified in Task 8 and 11.

- 7.7. Review and comment on environmental permitting documents (prepared by Environmental Consultant) for the following agencies:
 - 7.7.1. USACE
 - 7.7.2. TPWD
 - 7.7.3. United States Fish and Wildlife Service (USFWS)
 - 7.7.4. Texas Historical Commission (THC).
- 7.8. Review and comment on TWDB environmental deliverables prepared by Environmental Consultant.
- 7.9. Other Environmental Services as identified and assigned by Alliance Water.

Task Meetings:

- Environmental agency (USACE, USFWS, TPWD, THC) meetings
- Environmental Consultant Team progress meetings

8. Land Acquisition Management

Perform management and coordination for the Phase 1B Program land acquisition process in accordance with the PMP and the RAMP. This task consists of:

- 8.1. Perform regular coordination with Land Acquisition Consultant Team (including weekly progress meetings) to discuss ongoing activities, schedule, potential issues, deliverables, and other items related to their scope of work.
- 8.2. Assist with the review of Land Acquisition Consultant Team monthly invoices.
- 8.3. Perform continuous tracking of Land Acquisition Consultant’s project scope and assist with the development and review of potential amendments.
- 8.4. Review land acquisition data for conformance to the PMP/RAMP requirements and provide comments to the Land Acquisition Consultant Team.
- 8.5. Perform as-needed site visits with Land Acquisition Consultant Team.
- 8.6. To the extent reasonably possible, site visits will be coordinated with those identified in Task 7 and 11.
- 8.7. Review and comment on TWDB land acquisition deliverables prepared by Land Acquisition Consultant Team.
- 8.8. Coordination with landowners to facilitate access for Consultants for field work,
- 8.9. Assist in the resolution of title issues (such as recent landowner transactions) by contacting/visiting County appraisal districts and other offices as needed to obtain relevant deeds, plats, and similar documents.
- 8.10. Weekly meetings with Alliance Water and Special Counsel as well as biweekly meetings with the Program Surveyor.
- 8.11. Other Land Acquisition Services as identified and assigned by Alliance Water.

Task Meetings:

- Land Acquisition Team progress meetings

9. Texas Water Development Board Management

Perform management and coordination with the TWDB for the Phase 1B Program in accordance with the PMP. This task consists of:

- 9.1. Identify milestone deliverables and provide feedback on critical path schedule.
- 9.2. Review TWDB deliverables for conformance to TWDB requirements and provide comments to the Consultants.
- 9.3. Perform regular coordination with the TWDB to discuss ongoing activities, schedule, potential issues, status of deliverables, and other items related to the TWDB SWIFT loan.
- 9.4. Prepare fund release request letters for submission to the TWDB, including required backup information.

Task Meetings:

- TWDB progress meetings

10. Design Standards Updates

This task shall include the revising and updating of design standards documents already prepared in prior Work Orders. Categories consist of:

- 10.1. Development of Design Standards, Specifications and Details (develop and/or update as needed):
 - 10.1.1. Transmission Pipelines and Delivery Points Design Standards
 - 10.1.2. Standard Specifications for Construction
 - 10.1.3. Standard Details
 - 10.1.4. Pipeline Corrosion Protection Standards
 - 10.1.5. Telemetry, Instrumentation & Controls, SCADA, and Security Standards – Development of Design Standards, Specifications and Details for the following:
 - 10.1.5.1. Fiber Optic Design Standards, Specifications and Details
 - 10.1.5.2. SCADA Communication Standards, Specifications and Details
 - 10.1.5.3. Instrumentation Standards, Specifications and Details
 - 10.1.5.4. Security Standards, Specifications and Details
 - 10.1.6. Facility General Electrical Standards – to be developed by the Water Treatment Plant Consultant as part of their specification development. The Owner’s Representative will review and comment and coordinate with other applicable Consultants to ensure consistency.
- 10.2. Master Specifications – develop and/or update as needed
- 10.3. Record Drawings (Plans & GIS)
- 10.4. Address comments from Design Consultant Teams and finalize

Task Meetings:

- Specifications and Details Review Meeting (1 total).

11. Engineering Design Management

Perform engineering design management and coordination for the Phase 1B Program in accordance with the PMP. Manage the following proposed design contracts:

- 11.1. Hydrogeology / Well Drilling
- 11.2. Raw Water Infrastructure
- 11.3. Water Treatment Plant and High Service Pump Station
- 11.4. Transmission Pipelines (5 contracts)

- 11.5. Administration Building and Operations Center
- 11.6. Booster Pump Station and Delivery Points
- 11.7. Elevated Storage Tanks
- 11.8. Program Survey

The following tasks shall be performed, as applicable to the current status of the contract:

- Identify early actions required.
 - Assist with the development and review of project scope (new contracts and/or contract amendments) for the Design Consultants.
 - Assist with the review of proposed LOE developed by the Design Consultants.
 - Review and provide comments on the Project Management Plans prepared by the Design Consultants.
 - Assist with the review of Design Consultant monthly invoices.
 - Perform regular coordination with the Design Consultants to discuss ongoing activities, schedule, potential issues, deliverables, and other items related to their scope of work.
 - Perform as-needed site visits with Design Consultants.
 - To the extent reasonably possible, site visits will be coordinated with those identified in Task 7 and 8.
 - Review and comment on TWDB Engineering Feasibility Report (EFR) deliverables prepared by Design Consultants.
 - Review and comment on milestone submittals (60%, 90%, final) prepared by Design Consultants.
 - Review/Provide comments on Consultant OPCCs at milestones.
 - Other Design-related services as assigned by Alliance Water.
- 11.9. Commissioning Planning – This task includes evaluating potential options for start-up and commissioning of the Phase 1B infrastructure, including coordination with Alliance Water members (sponsors) and other water utilities in the vicinity of the Phase 1B infrastructure.

Task Meetings:

- Consultant Design Teams progress meetings

12. Quality Assurance

Perform Quality Assurance protocol for the Phase 1B Program in accordance with the PMP. This task includes:

- 12.1. Review the Quality Assurance / Quality Control (QA/QC) Plans prepared by the Consultants for conformance to the PMP and provide comments.
- 12.2. Perform regular coordination with Consultants to confirm implementation of QA/QC in project activities.
- 12.3. At each milestone submittal, receive QA/QC documentation from Consultants and review for adherence to QA/QC Plan.

Task Meetings:

- None.

13. Electrical Power Planning

Perform ongoing planning and coordination support associated with the electrical power required for the Phase 1B Program infrastructure, including the following:

- Well Pumps and Raw Water Infrastructure
- Water Treatment Plant and High Service Pump Station
- Booster Pump Station, Administration Building and Operations Center
- Potential Corrosion Protection Systems for Transmission Pipelines

The following tasks shall be performed:

- 13.1. Perform preliminary analyses and coordinate with Design Consultants to determine approximate demand and energy associated with each of the potential service locations.
- 13.2. Develop a strategy for contacting, gathering system quality and reliability data, and discussing rates with each of the electrical service providers.
- 13.3. Coordinate with the electrical service providers to evaluate potential cost and reliability of service options for each location.
- 13.4. Assist Alliance Water with negotiations of the electrical supply agreements.
- 13.5. Assist the Alliance by defining special equipment needs such as power factor correction, motor starting equipment to mitigate voltage dips, etc.

Task Meetings:

- Alliance Water and Electrical Service Providers coordination meetings

14. Permit Coordination/Tracking

Perform permit coordination and tracking associated with the Phase 1B Program in accordance with the PMP. The following tasks shall be performed:

- 14.1. Perform regular coordination with the Consultants to discuss ongoing activities, schedule, potential issues, and other items related to permitting.
- 14.2. Incorporate permit updates from Consultants into master permit tracking list. The master permit tracking list will maintain linkage to the master schedule.
- 14.3. The following list identifies the anticipated entities that will require approvals and/or permits in the performance of the Phase 1B Program. The Consultant will provide design documents and exhibits required as part of the permit submittal.
 - 14.3.1. TCEQ
 - 14.3.2. TxDOT
 - 14.3.3. UPRR
 - 14.3.4. Counties (Hays, Caldwell, Guadalupe)
 - 14.3.5. Cities (Kyle, San Marcos, Uhland, Lockhart, Maxwell, others)
 - 14.3.6. Private utilities

Task Meetings:

- As already defined in Task 2 – Stakeholder Coordination.

15. Procurement and Construction Phase Services

Perform Procurement and Construction Phase Services associated with the Phase 1B Program in accordance with the PMP.

Throughout the duration of Procurement and Construction Phase Services, the Consultant for each respective project will provide professional opinions, render engineering judgement, and make final decisions for any adjustment to design intent or revisions to construction documents. The CM&I will lead the development and implementation of the construction management plan and perform inspections for the projects. The Owner's Representative team will function as an administrative liaison between the parties but will not direct the Consultants to make changes to the design.

The following tasks are anticipated:

15.1. Procurement Services

15.1.1. Pre-Proposal Meeting

15.1.1.1. Prepare agenda and lead meeting

15.1.1.2. Collect questions and provide to Design Consultant for review and response

15.1.2. Addenda Review

15.1.2.1. Review administratively

15.1.3. Proposal Evaluation and Recommendation

15.1.3.1. Review and participate in scoring proposals submitted for construction packages and provide formal recommendation to Owner

15.1.4. Committee and Board Items

15.1.4.1. Present Proposal Summary and formal recommendation to PAC and Board as well as the Technical Committee, if time permits

15.1.5. Execution of Contract

15.1.5.1. Coordinate construction contract execution

15.2. Construction Phase Services

15.2.1. Administration

15.2.1.1. Prepare and present at workshop on administrative construction procedures

15.2.1.2. Review and comment on Construction Administrative Data Management Plan (prepared by the CM&I)

15.2.1.3. Coordination with design consultant, CM&I and Alliance Water for general management tasks

15.2.2. Preconstruction Meetings

15.2.2.1. Attend

15.2.3. Monthly Construction Meetings

15.2.3.1. One (1) member of the Owner's Representative team will attend monthly construction meetings for all projects, scheduled on the same 1 to 2-day span each month.

15.2.4. Construction Activities – Review and comment on applicable items, and attend meetings as needed:

15.2.4.1. Submittals (review of Program-wide elements only)

- 15.2.4.2. Substitutions (Consultant provides recommendation, Owner's Representative reviews and advises Owner)
- 15.2.4.3. Request for Information (only if RFI has contractual implications)
- 15.2.4.4. Pay Request (review for administrative completeness only)
- 15.2.4.5. Defective Work (Consultant provides recommendation, Owner's Representative reviews and advises Owner)
- 15.2.4.6. Change Orders (Consultant provides recommendation, Owner's Representative reviews and advises Owner)
- 15.2.4.7. Record Drawings (review for administrative completeness only)
- 15.2.4.8. Commissioning (attend and coordinate ARWA sponsors as needed)
- 15.2.4.9. Substantial Completion
- 15.2.4.10. Final Walkthrough
- 15.2.4.11. Warranty Walkthrough

Note: the Owner's Representative will perform procurement and construction phase services associated with the SCADA and Security elements to be included under the Water Treatment Plant and High Service Pump Station contract. The Owner's Representative shall lead the effort for these elements under Task 15, while coordinating with the design consultant.

Task Meetings:

- As already defined in Task 15 – Procurement and Construction Phase Services.

16. Project Administration

For this task, "Project" refers to the contract between the Owner's Representative and Alliance Water. The following tasks shall be performed:

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

Task Meetings:

- None.

17. Other Services

Perform services on an as-directed basis as directed by Alliance Water. These tasks could include:

- 17.1. Water Quality Testing and Coordination – This task consists of sampling and testing of the raw water source and customer treated water sources. This task will include testing protocols, on-site testing, lab coordination and review, summary reporting and coordination

with the Water Treatment Plant Design Consultant. Sampling will occur at the raw water wells for Alliance Water and GBRA for evaluating chlorine decay, trihalomethane (THM) formation, and/or other constituents. Treated water quality sampling will be near the locations of the Alliance Water delivery points and will be performed for water blending analyses. Water quality sampling and testing will be approved in advance by Alliance Water based on the outcomes of water quality workshops and related coordination. Lab and equipment fees will be paid separately by Alliance Water.

- 17.2. TCEQ Exception Request and Interconnect Submittals – This task includes compilation and preparation of the exception requests for the transmission pipelines associated with: minimum pressures, sampling frequency and creek crossings. This task will include coordinating information from Design Consultants, submitting supporting documents to TCEQ and providing updated information as requested by the TCEQ. This task also includes the planning and coordination effort associated with the interconnect submittals that will be required for each delivery point.
- 17.3. Other Tasks as Assigned by Alliance Water – These tasks may include items such as: desktop-level analyses of specific technical topics (such as water quality), preparation of presentations related to technical or risk topics, and other services as requested by Alliance Water.

Task Meetings:

- None

18. Environmental Construction Phase Services

Perform services on an as-directed basis as directed by Alliance Water. These tasks could include:

- 18.1. Pre-Construction Meeting with Contractor – Prepare presentation or talking points reflective of environmental conditions that must be adhered to during the construction of the facility and present information to the contractor. The environmental team will provide necessary contact information to the contractor and when it would be necessary to stop work and contact the environmental team.
- 18.2. Migratory Bird Nest Survey – This task consists of completing a survey for migratory bird nests prior to vegetation clearing if it will occur between March 15 and September 15. The easement and any temporary construction easements would be surveyed for migratory bird nests. The survey would consist of a field survey of vegetation that would be cleared within five (5) days of the survey. Survey schedule would be required based on the five-day clearing schedule that the contractor is able to accomplish. Any nests that are found would be marked with flagging along with a buffer around the nest and would be monitored until the birds leave the nest. Any abandoned nests that do not appear to have active nesting use would be removed to prevent use of the nest. A short memorandum will be prepared following the survey for each facility documenting survey results and compliance with regulations.
- 18.3. Cultural Resources – On-call services will be provided in the event that cultural resources are encountered, or excavation reveals sites of potential cultural importance, unmarked graves, or human remains, work will stop, and the Owner’s Representative will be contacted to assess the situation, conduct a site visit if needed, determine the need for further investigation following THC protocol, and complete disposition of any identified features. If cultural resource features are encountered, the THC will be contacted for further consultation

and guidance as to the need for further investigations or surveys. Coordination with the U.S. Army Corps of Engineers (USACE) will also occur if the site is within jurisdictional areas. This Scope of Services does not include an archeological survey. A report will be prepared and submitted documenting the results of any investigations or consultations which have occurred.

- 18.4. Encounter protected species – On-call services will be provided in the event state or federally listed threatened or endangered species or potential habitats are encountered by construction workers during the construction period. Upon notification by Alliance Water and its construction contractor, the Owner’s Representative will conduct a site visit, consult with federal and state agencies as needed or required, and develop avoidance and/or mitigation measures including relocation of the species if necessary.
- 18.5. USACE Compliance and Reporting – This task includes tasks associated with USACE compliance. This includes updated photos of water crossings pre-construction, ensuring easement boundaries are clearly marked within jurisdictional areas, photos of post-construction once vegetation is reestablished, and report preparation. The report would include confirmation that the work was performed in accordance with USACE requirements, a summary of the work that was performed, a comparison of pre-construction and post-construction conditions of jurisdictional areas, a description of all impacts to waters of the U.S., documentation that disturbed areas have been revegetated, and any associated exhibits necessary.
- 18.6. Hazardous Materials On-Call – This task consists of a subconsultant to Kimley-Horn providing on-call hazardous material investigations during the construction phase of the project. The following activities are anticipated to be conducted:
 - 18.6.1. Upon notification of discovery of potentially hazardous materials during construction, Owner’s Representative will mobilize a subconsultant to the location to evaluate and document site conditions and, if warranted, collect samples for environmental laboratory analyses. The subconsultant will determine the appropriate laboratory analyses for the material encountered and will submit the samples on a requested turn-around time agreeable to the Client. Standard analyses (in accordance with the Resource Conservation Recovery Act) appropriate for evaluation of construction worker safety and waste characterization will be selected. Excavation, transport, and disposal of material is not included in this scope of work.
 - 18.6.2. Owner’s Representative will provide the analytical results and recommendations after receiving and reviewing final analytical reports from the laboratory and provide this information to Alliance Water and the construction contractor. The contractor will be responsible for developing a contractor safety plan.
 - 18.6.3. For each on-call incident, a brief written summary will be provided via email communication to document activities associated site evaluation, analytical testing, and waste management.

Assumptions:

- Each site visit would consist of a 12-hour day for two staff members.
- For migratory bird surveys, it is anticipated that the following number of days would be needed per facility/segment:
 - Two (2) days would be required for WTP survey.
 - One (1) day would be required for BPS survey.
 - Ten (10) days for Segment A.
 - Ten (10) days for Segment B.

- Segments D and E would not require nest surveys since the construction would start outside of nesting season.
- Updated photos of jurisdictional areas will be taken during nest survey work, for the purposes of estimating fee. If nest surveys are not required at the beginning of construction for a segment, such as Segment D, two days would be required per segment to take photos for jurisdictional crossings. This excludes Segment E as there are no impacts to jurisdictional waters for the segment.
- For cultural resources, two site visits by two staff members are anticipated to be required.
- For threatened/endangered species or habitats, one site visit for the water treatment plant and booster pump station by two staff members and one visit by two staff members for the pipelines are assumed. A report will be prepared and submitted documenting the results of any investigations or consultations which have occurred (see deliverables below).
- USACE reporting would only be required for Segment A, B, and D in this Work Order.
- Actual report deliverable would not be required as construction is not anticipated to be complete during the work order period. Only work to document existing conditions and organize data and reports would be accomplished during this work order.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 18 on a labor fee plus expense basis until the maximum fee is reached. The budgets for each task are shown below.

Task 1	Program Management Plan	\$ 32,262.00
Task 2	Stakeholder Coordination	\$ 279,683.00
Task 3	Budgeting	\$ 110,861.00
Task 4	Schedule	\$ 81,192.00
Task 5	Reporting	\$ 47,110.00
Task 6	Data Management	\$ 91,576.00
Task 7	Environmental Management	\$ 84,390.00
Task 8	Land Acquisition Management	\$ 509,587.00
Task 9	TWDB Management	\$ 83,558.00
Task 10	Design Standards	\$ 84,403.00
Task 11	Engineering Design Management	\$ 361,276.00
Task 12	Quality Assurance	\$ 17,966.00
Task 13	Electrical Power Planning	\$ 51,073.00
Task 14	Permit Coordination/Tracking	\$ 50,094.00
Task 15	Procurement and Construction Phase Services	\$ 408,057.00
Task 16	Project Administration	\$ 52,870.00
Task 17	Other Services	\$ 78,995.00
Task 18	Environmental Construction Phase Services	\$ 260,480.00
	Maximum Fee	\$2,685,433.00

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

Kimley-Horn agrees that Alliance Water may reduce the scope of services for any (or all) of the tasks included in the work order. Kimley-Horn will be notified of any such reductions via a written directive describing the effort to be reduced. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of reduced scope.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Engineer project number.

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

Very Truly Yours,



V. Ryan Sowa, P.E.
Project Manager



Glenn Gary, P.E.
Senior Vice President

ATTACHMENT A – ANTICIPATED TASKS FOR PHASE 1B CONTRACTS DURING WORK ORDER NO. 5

CONTRACT	CONTRACT PHASE									
	CONSULTANT PROCUREMENT	CONSULTANT CONTRACT EXECUTION	DESKTOP ANALYSES & SITE/ROUTE SELECTION	RIGHTS-OF-ENTRY OBTAINED	FIELD VISITS & ANALYSES	PRELIMINARY ENGINEERING REPORT COMPLETED	TWDB FINAL DESIGN/LAND ACQ. FUNDING RELEASES	FINAL DESIGN	PROCUREMENT FOR CONSTRUCTION	CONSTRUCTION PHASE
PIPELINE SEGMENT A							X		X	X
PIPELINE SEGMENT B							X		X	X
PIPELINE SEGMENT C							X	X	X	
PIPELINE SEGMENT D							X	X	X	X
PIPELINE SEGMENT E							X	X	X	X
WELL DRILLING										X
OPS. CENTER & ADMIN. BUILDING	X	X	X	X	N/A	X	N/A	X		
RAW WATER INFRASTRUCTURE							X	X	X	X
WATER TREATMENT PLANT							X	X	X	X
BOOSTER PUMP STATION & DELIVERY POINTS							X	X	X	X
ELEVATED STORAGE TANKS						X	X	X	X	

**Alliance Regional Water Authority Owner's Representative
 Work Order No. 5 Rate Schedule
 (Hourly Rate)**

QA/QC Engineer / Senior Project Manager / Principal	\$275
Senior Technical Advisor / Deputy Project Manager	\$235
Senior Instrumentation / Electrical Engineer	\$225
Property Acquisition Manager	\$221
Senior Scheduler	\$218
Senior Architect	\$205
Senior Environmental Manager	\$200
Senior Engineer	\$185
GIS Specialist	\$170
Instrumentation / Electrical Engineer	\$170
Senior Biologist	\$165
Civil Engineer	\$165
GIS Developer	\$160
IT Professional	\$150
Architectural Project Manager	\$135
CADD Operator / Senior Technician	\$135
Engineer-in-Training	\$130
GIS Analyst	\$130
Biologist	\$120
Acquisition Specialist	\$116
Senior Historian	\$110
Document Control Specialist	\$103
Administrative Staff / Technician	\$95
Archeologist	\$85

Alliance Regional Water Authority																			Project Fee Summary						
Owner's Representative / Program Management (Work Order No. 5)																			Total Effort	\$ 2,685,433					
2/6/2021																									
Detailed Overall Kimley-Horn Cost Breakdown																									
Scope of Services																									
Task	Project Role	QA/QC / Senior Mgr / Principal	Senior Tech. Avia / Deputy Prj Mgr	Senior Engineer	GIS Specialist	Civil Engineer	IT Professional	GIS Developer	CADD Operator / Senior Technician	Engineering-in-Training	GIS Analyst	Administrative Staff / Technician		Total Hours	Total Labor Effort	Total Expense Effort	Foster CM Group	CP&Y	Grubb	Spitzer	RVK	V&A	Total Sub Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$185.00	\$170.00	\$165.00	\$150.00	\$160.00	\$135.00	\$130.00	\$130.00	\$95.00													
Task 1 - Program Management Plan Updates																									
1.1	Communication Protocol	2		2						2		2		8	\$ 2,504	\$ -	\$ 2,442	\$ -	\$ -	\$ 4,780	\$ -	\$ -	\$ 7,222	\$ 32,262	
1.2	Document Control / Data Management Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,370
1.3	Quality Assurance Plan													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.4	Milestone Review Process Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5	Risk Management Plan													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.6	Land Acquisition Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,780	\$ -	\$ -	\$ 4,780	\$ 4,780	
1.7	Environmental Management Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.8	Texas Water Development Board (TWDB) Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.9	Design Management Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.10	Budget and Funding Protocol													0	\$ -	\$ -	\$ 1,221	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,221	\$ 1,221	
1.11	Schedule Protocol													0	\$ -	\$ -	\$ 1,221	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,221	\$ 1,221	
1.12	Reporting Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.13	Permit Management Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.14	GBRA & PAC Protocol													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.15	Procurement Protocol	4		8						8		4		24	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
1.16	Construction Protocol	20		30						30		20		100	\$ 16,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,850
1.17	PMP Appendices	2		6						6		4		18	\$ 2,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,820
Task 2 - Stakeholder Coordination																									
2.1	Stakeholder Identification													0	\$ -	\$ 4,700	\$ 11,620	\$ 73,480	\$ -	\$ 21,393	\$ -	\$ -	\$ 106,493	\$ 279,683	
2.2	Initial and/or Ongoing Coordination													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.1	Executive Director	104												104	\$ 28,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,600
2.2.2	Technical Committee and Board													0	\$ -	\$ -	\$ 1,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,034	\$ 1,034	
2.2.3	PAC													0	\$ -	\$ -	\$ 3,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,102	\$ 3,102	
2.2.4	Other Alliance Water Consulting Services	12												12	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300
2.2.5	Texas Commission on Environmental Quality	6												6	\$ 1,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650
2.2.6	Texas Department of Transportation													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.7	Union Pacific Railroad													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.8	Counties (Hays, Caldwell, Guadalupe)	6												6	\$ 1,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650
2.2.9	Cities (Kyle, San Marcos, Umland, Lockhart, Maxwell, others)	6												6	\$ 1,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650
2.2.10	GBRA and/or its Consultants	18		18										36	\$ 8,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,280
2.2.11	Other Utilities/Entities	6												6	\$ 1,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650
2.3	Alliance Water Executive Director coordination meetings	72		60						48		24		204	\$ 39,420	\$ 1,000	\$ -	\$ 26,180	\$ -	\$ 11,669	\$ -	\$ -	\$ 37,849	\$ 78,269	
2.4	Alliance Water Technical Committee and Board Meetings	60		24										84	\$ 20,940	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,940
2.5	PAC Meetings	30		12										42	\$ 10,470	\$ 500	\$ -	\$ 3,322	\$ -	\$ -	\$ -	\$ -	\$ 3,322	\$ 14,292	Assumed half of meetings will be virtual
2.6	Other ARWA Consulting Services - as part of Coord. Mtg. with ED.	10		10										20	\$ 4,600	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800
2.7	Texas Commission on Environmental Quality - Meetings	8												8	\$ 2,200	\$ 100	\$ -	\$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ 3,520	\$ 5,820	Assumed half of meetings will be virtual
2.8	Texas Department of Transportation - Meetings	4												4	\$ 1,100	\$ 100	\$ -	\$ 4,158	\$ -	\$ -	\$ -	\$ -	\$ 4,158	\$ 5,358	
2.9	Union Pacific Railroad - Meetings	4												4	\$ 1,100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
2.10	Counties - Meetings	10												10	\$ 2,750	\$ 100	\$ -	\$ 5,764	\$ -	\$ -	\$ -	\$ -	\$ 5,764	\$ 8,614	
2.11	Cities - Meetings	10												10	\$ 2,750	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850
2.12	Other Utilities/Entities - Meetings	10												10	\$ 2,750	\$ 500	\$ -	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ 3,470	
2.13	Internal Program Monthly Meetings	60		18						48				162	\$ 33,630	\$ 1,000	\$ 11,620	\$ 26,180	\$ -	\$ 9,724	\$ -	\$ -	\$ 47,524	\$ 82,154	
Task 3 - Budgeting																									
3.1	Perform Monthly Budget Updates	18		18										36	\$ 8,280	\$ -	\$ 84,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,641	\$ 110,861	
3.1.1	Track costs to the Phase 1B Program vs. the anticipated budget													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.2	Coordinate with applicable parties to receive current OPCC data													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.3	Identify budget deviations and coordinate with applicable parties													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2	Prepare Budget Updates	18		18										36	\$ 8,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,280
3.2.1	Executive Director (Monthly)													0	\$ -	\$ -	\$ 5,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,507	\$ 5,507	
3.2.2	Alliance Water Board and Technical Committee (Quarterly)													0	\$ -	\$ -	\$ 1,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,918	\$ 1,918	
3.2.3	PAC (Quarterly)													0	\$ -	\$ -	\$ 1,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,918	\$ 1,918	
3.2.4	TWDB (Quarterly)													0	\$ -	\$ -	\$ 1,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,918	\$ 1,918	
3.2.5	Public (Quarterly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3	Program Cost Evaluation	6		18						36				60	\$ 9,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,660
Task 4 - Schedule																									
4.1	Perform Monthly Schedule Updates	18		18										36	\$ 8,280	\$ -	\$ 57,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,552	\$ 81,192	
4.1.1	Coordinate with applicable parties to obtain current schedules													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.1.2	Identify schedule deviations and coordinate with applicable parties													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.1.3	Special updates will be performed when critical info becomes known													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2	Prepare Schedule Updates	18		18										36	\$ 8,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,280
4.2.1	Executive Director (Monthly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2.2	Alliance Water Board and Technical Committee (Quarterly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2.3	PAC (Quarterly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2.4	TWDB (Quarterly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2.5	Public (Quarterly)													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.3	Program Schedule Evaluation	12		12						12				36	\$ 7,080	\$ -	\$ -	\$ -	\$ -						

Alliance Regional Water Authority																			Project Fee Summary						
Owner's Representative / Program Management (Work Order No. 5)																			Total Effort	\$ 2,685,433					
2/6/2021																									
Detailed Overall Kimley-Horn Cost Breakdown																									
Scope of Services																									
Task	Project Role	QA/QC / Senior Mgr / Principal	Senior Tech. Avia / Deputy Prj Mgr	Senior Engineer	GIS Specialist	Civil Engineer	IT Professional	GIS Developer	CADD Operator / Senior Technician	Engineering-In-Training	GIS Analyst	Administrative Staff / Technician	Total Hours	Total Labor Effort	Total Expense Effort	Foster CM Group	CP&Y	Grubb	Spitzer	RVK	V&A	Total Sub Effort	Total Effort	Assumptions	
	Hourly Bill Rate	\$275.00	\$235.00	\$185.00	\$170.00	\$165.00	\$150.00	\$160.00	\$135.00	\$130.00	\$130.00	\$95.00													
6.1.8	Maintain change management logs, RFI logs, RFP logs, Submittal logs												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.1.9	Perform internal audits for quality assurance of overall documents												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.2	Microsoft SharePoint												0	\$ -	\$ -	\$ 6,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,798	\$ 6,798	
6.2.1	Perform ongoing data management of documents within SharePoint	6				48	48						150	\$ 23,010	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,010	
6.3	Interactive Web-based GIS												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.3.1	Perform ongoing incorporation of data within ArcGIS	6			24	24		12					162	\$ 24,090	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,090	
6.4	Deliverables												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.4.1	Hard copy deliverable to be provided to Alliance Water												0	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
6.4.1.1	Meeting Agendas												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.4.1.2	Program status reports												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.4.1.3	Copies of the PMP												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6.4.1.4	Exhibits												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 7 - Environmental Management													\$ 15,420	\$ -	\$ -	\$ 68,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,970	\$ 84,390	
7.1	Perform regular coordination with Env. Cons.	24		12									36	\$ 8,820	\$ -	\$ -	\$ 5,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,808	\$ 14,628	
7.2	Ongoing agency coordination												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7.2.1	United States Army Corps of Engineers (USACE)												0	\$ -	\$ -	\$ 2,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,178	\$ 2,178	
7.2.2	Texas Parks and Wildlife Department (TPWD)												0	\$ -	\$ -	\$ 1,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452	\$ 1,452	
7.2.3	Local floodplain administrators												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7.3	Assist with the review of Env. Cons. monthly invoices	4											4	\$ 1,100	\$ -	\$ 2,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,178	\$ 3,278	
7.4	Continuous tracking of Env. Cons. Scope of work & amendments	12											12	\$ 3,300	\$ -	\$ 6,534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,534	\$ 9,834	
7.5	Perform as-needed site visits with Env Cons. during Field Study												0	\$ -	\$ -	\$ 1,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452	\$ 1,452	
7.6	Coordinated site visits with those identified in Task 8 and 11												0	\$ -	\$ -	\$ 726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 726	\$ 726	
7.7	Review and comment on Environmental Permitting Documents	4											4	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	
7.7.1	USACE												0	\$ -	\$ -	\$ 10,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,890	\$ 10,890	
7.7.2	TPWD												0	\$ -	\$ -	\$ 5,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,808	\$ 5,808	
7.7.3	United States Fish and Wildlife Service (USFWS)												0	\$ -	\$ -	\$ 5,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,808	\$ 5,808	
7.7.4	Texas Historical Commission (THC)												0	\$ -	\$ -	\$ 8,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,712	\$ 8,712	
7.8	Review and comment on TWDB deliverables by Env. Cons.	4											4	\$ 1,100	\$ -	\$ 8,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,712	\$ 9,812	
7.9	Other Environmental Services as defined by Alliance Water												0	\$ -	\$ -	\$ 5,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,808	\$ 5,808	
7.10	Environmental Agency meetings (USACE, USFWS, TPWD, THC)												0	\$ -	\$ -	\$ 1,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452	\$ 1,452	
7.11	Environmental Consultant Team progress meetings												0	\$ -	\$ -	\$ 1,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452	\$ 1,452	
Task 8 - Land Acquisition Management													\$ 46,200	\$ -	\$ -	\$ -	\$ -	\$ 463,387	\$ -	\$ -	\$ -	\$ -	\$ 463,387	\$ 509,587	
8.1	Perform regular coordination with Ld. Acq. Cons.	48				48							96	\$ 21,120	\$ -	\$ -	\$ -	\$ -	\$ 247,830	\$ -	\$ -	\$ -	\$ 247,830	\$ 268,950	
8.2	Assist with the review of Ld. Acq. Cons. monthly invoices												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,273	\$ -	\$ -	\$ -	\$ 11,273	\$ 11,273	
8.3	Continuous tracking of Land Acq. Scope of work & amendments	12											12	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ 4,862	\$ -	\$ -	\$ -	\$ 4,862	\$ 8,162	
8.4	Review land acquisition data for conformance to the PMP/RAMP												0	\$ -	\$ -	\$ -	\$ -	\$ 42,090	\$ -	\$ -	\$ -	\$ -	\$ 42,090	\$ 42,090	
8.5	Perform as-needed site visits with Ld. Acq. Cons.												0	\$ -	\$ -	\$ -	\$ -	\$ 1,216	\$ -	\$ -	\$ -	\$ -	\$ 1,216	\$ 1,216	
8.6	Coordinated site visits with those identified in Task 7 and 11												0	\$ -	\$ -	\$ -	\$ -	\$ 1,216	\$ -	\$ -	\$ -	\$ -	\$ 1,216	\$ 1,216	
8.7	Review and comment on TWDB land acquisition deliverables	12				12							24	\$ 5,280	\$ -	\$ -	\$ -	\$ 4,326	\$ -	\$ -	\$ -	\$ -	\$ 4,326	\$ 9,606	
8.8	Coord. with landowners to facilitate access for Consultants for field work												0	\$ -	\$ -	\$ -	\$ -	\$ 18,229	\$ -	\$ -	\$ -	\$ -	\$ 18,229	\$ 18,229	
8.9	Assist in resolution of title issues												0	\$ -	\$ -	\$ -	\$ -	\$ 96,268	\$ -	\$ -	\$ -	\$ -	\$ 96,268	\$ 96,268	
8.10	Weekly Mtg with Alliance Water and Special Counsel	36											36	\$ 9,900	\$ -	\$ -	\$ -	\$ 18,962	\$ -	\$ -	\$ -	\$ -	\$ 18,962	\$ 28,862	
8.11	Other Ld. Acq. services as identified and assigned by Alliance Water	24											24	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600	
8.12	Land Acq. Team progress meetings												0	\$ -	\$ -	\$ -	\$ -	\$ 17,116	\$ -	\$ -	\$ -	\$ -	\$ 17,116	\$ 17,116	
Task 9 - Texas Water Development Board Management													\$ 13,200	\$ 200	\$ -	\$ 70,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,158	\$ 83,558	
9.1	Identify milestone deliverables and provide feedback on CP schedule												0	\$ -	\$ -	\$ 6,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,644	\$ 6,644	
9.2	Review TWDB deliverables for conformance to TWDB requirements	24											24	\$ 6,600	\$ -	\$ 30,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,360	\$ 36,960	
9.3	Perform regular coordination with the TWDB to discuss ongoing actions	12											12	\$ 3,300	\$ -	\$ 12,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,034	\$ 15,334	
9.4	Prepare fund release request letters for submission to TWDB												0	\$ -	\$ -	\$ 9,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,548	\$ 9,548	
9.5	TWDB progress meeting	12											12	\$ 3,300	\$ 200	\$ 11,572	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,572	\$ 15,072	
Task 10 - Design Standards Updates													\$ 49,600	\$ 1,000	\$ -	\$ 13,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,295	\$ 33,803	\$ 84,403	
10.1	Development of Design Standards, Specifications, and Details												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10.1.1	Transmission Pipelines and Delivery Points Design Stds. - Finalize	5				5							20	\$ 3,325	\$ -	\$ 3,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,256	\$ 6,581	
10.1.2	Preparation of Standard Specifications for Const. - Finalize	10	10			10							50	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000	
10.1.3	Preparation of Standard Details - Finalize	10	5			5							40	\$ 7,350	\$ -	\$ 3,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,256	\$ 10,606	
10.1.4	Pipeline Corrosion Protection Standards	5											10	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,295	\$ 20,295	\$ 22,595		
10.1.5	Telemetry, Instrumentation & Controls, SCADA, and Security Standards	5											5	\$ 1,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375	
10.1.5.1	Fiber Optic Standards												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10.1.5.2	SCADA Standards												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10.1.5.3	I&C Standards												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10.1.5.4	Security Standards												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10.1.6	Facility General Electrical Standards	5											5	\$ 1,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375	
10.2	Master Specifications - Finalize	5	5										15	\$ 3,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,025	
10.3	Record Drawings (Plans & GIS)	10	5			20							75	\$ 12,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,425	
10.4	Address comments from Design Consultant Teams and Finalize																								

Alliance Regional Water Authority																			Project Fee Summary						
Owner's Representative / Program Management (Work Order No. 5)																			Total Effort	\$ 2,685,433					
2/6/2021																									
Detailed Overall Kimley-Horn Cost Breakdown																									
Scope of Services																									
Task	Project Role	QA/QC / Senior Mgr / Principal	Senior Tech. Adv. / Deputy Prj Mgr	Senior Engineer	GIS Specialist	Civil Engineer	IT Professional	GIS Developer	CADD Operator / Senior Technician	Engineering-in-Training	GIS Analyst	Administrative Staff / Technician		Total Hours	Total Labor Effort	Total Expense Effort	Foster CM Group	CP&Y	Grubb	Spitzer	RVK	V&A	Total Sub Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$185.00	\$170.00	\$165.00	\$150.00	\$160.00	\$135.00	\$130.00	\$130.00	\$95.00													
Defective Work														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change Orders														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commissioning														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Substantial Completion														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Final Walkthrough														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warranty Walkthrough														0	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 16 - Project Administration															\$ 26,640	\$ -	\$ 6,714	\$ 12,562	\$ 1,672	\$ 1,360	\$ -	\$ 3,922	\$ 26,230	\$ 52,870	
16.1 Invoicing		12				24						60		108	\$ 14,520		\$ 6,714	\$ 7,238	\$ 1,672	\$ 1,360	\$ -	\$ 1,045	\$ 18,029	\$ 32,549	
16.2 Project Management		24				24								60	\$ 12,120		\$ -	\$ 5,324	\$ -	\$ -	\$ -	\$ 2,877	\$ 8,201	\$ 20,321	
Task 17 - Other Services															\$ 25,525	\$ 1,000	\$ -	\$ 52,470	\$ -	\$ -	\$ -	\$ -	\$ 52,470	\$ 78,995	
17.1 Water Quality Testing and Coordination		2												2	\$ 550		\$ -	\$ 18,854	\$ -	\$ -	\$ -	\$ -	\$ 18,854	\$ 19,404	
17.2 TCEQ Exception Request and Interconnect Submittals		5												5	\$ 1,375		\$ -	\$ 26,774	\$ -	\$ -	\$ -	\$ -	\$ 26,774	\$ 28,149	
17.3 Other design tasks as assigned by Alliance Water		40		40										120	\$ 23,600	\$ 1,000	\$ -	\$ 6,842	\$ -	\$ -	\$ -	\$ -	\$ 6,842	\$ 31,442	
Task 18 - Environmental Construction Phase Services															\$ -	\$ -	\$ -	\$ 260,481	\$ -	\$ -	\$ -	\$ -	\$ 260,481	\$ 260,481	
18.1 Pre-Construction Meeting with Contractor														0	\$ -		\$ -	\$ 4,356	\$ -	\$ -	\$ -	\$ -	\$ 4,356	\$ 4,356	
18.2 Migratory Bird Nest Survey														0	\$ -		\$ -	\$ 124,718	\$ -	\$ -	\$ -	\$ -	\$ 124,718	\$ 124,718	
18.3 Cultural Resources														0	\$ -		\$ -	\$ 12,496	\$ -	\$ -	\$ -	\$ -	\$ 12,496	\$ 12,496	
18.4 Encountered Protected Species														0	\$ -		\$ -	\$ 16,572	\$ -	\$ -	\$ -	\$ -	\$ 16,572	\$ 16,572	
18.5 USACE Compliance and Reporting														0	\$ -		\$ -	\$ 18,612	\$ -	\$ -	\$ -	\$ -	\$ 18,612	\$ 18,612	
18.6 Hazardous Materials On-Call														0	\$ -		\$ -	\$ 83,728	\$ -	\$ -	\$ -	\$ -	\$ 83,728	\$ 83,728	
Grand Total															\$ 901,550	\$ 13,400	\$ 187,895	\$ 1,018,832	\$ 48,620	\$ 490,919	\$ -	\$ 24,217	\$ 1,770,483	\$ 2,685,433	
																		\$ 170,814	\$ 926,211	\$ 44,200	\$ 446,290	\$ -	\$ 22,015	SUM	
																		6.4%	34.5%	1.6%	16.6%	0.0%	0.8%	59.9%	
																		10% Markup	\$ 187,895	\$ 1,018,832	\$ 48,620	\$ 490,919	\$ -	\$ 24,217	

Alliance Water						Project Fee Summary		
Owners Representative						Total Effort	\$	170,814
3/4/2021								
Detailed Overall Foster CM Group Cost Breakdown								

Basic Services									
Task	Project Role	Senior Scheduler	Document Control Specialist		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$218.00	\$103.00						
Task 1 - Program Management Plan Updates									
1.1	Communication Protocol				0	\$ -	\$ -	\$ -	
1.2	Document Control / Data Management Protocol				0	\$ -	\$ -	\$ -	
1.3	Quality Assurance Plan				0	\$ -	\$ -	\$ -	
1.4	Milestone Review Process Protocol				0	\$ -	\$ -	\$ -	
1.5	Risk Management Plan				0	\$ -	\$ -	\$ -	
1.6	Land Acquisition Protocol				0	\$ -	\$ -	\$ -	
1.7	Environmental Management Protocol				0	\$ -	\$ -	\$ -	
1.8	Texas Water Development Board (TWDB) Protocol				0	\$ -	\$ -	\$ -	
1.9	Design Management Protocol				0	\$ -	\$ -	\$ -	
1.10	Budget and Funding Protocol	5			5	\$ 1,090	\$ 20	\$ 1,110	Assume one meeting at Kimley-Horn
1.11	Schedule Protocol	5			5	\$ 1,090	\$ 20	\$ 1,110	Assume one meeting at Kimley-Horn
1.12	Reporting Protocol				0	\$ -	\$ -	\$ -	
1.13	Permit Management Protocol				0	\$ -	\$ -	\$ -	
1.14	GBRA & PAC Protocol				0	\$ -	\$ -	\$ -	
1.15	Procurement Protocol				0	\$ -	\$ -	\$ -	
1.16	Construction Protocol				0	\$ -	\$ -	\$ -	
1.17	PMP Appendices				0	\$ -	\$ -	\$ -	
Task 2 - Stakeholder Coordination									
2.1	Stakeholder Identification				0	\$ -	\$ -	\$ -	
2.2	Initial and/or Ongoing Coordination				0	\$ -	\$ -	\$ -	
2.2.1	Executive Director				0	\$ -	\$ -	\$ -	
2.2.2	Technical Committee and Board				0	\$ -	\$ -	\$ -	
2.2.3	PAC				0	\$ -	\$ -	\$ -	
2.2.4	Other Alliance Water Consulting Services				0	\$ -	\$ -	\$ -	
2.2.5	Texas Commission on Environmental Quality				0	\$ -	\$ -	\$ -	
2.2.6	Texas Department of Transportation				0	\$ -	\$ -	\$ -	
2.2.7	Union Pacific Railroad				0	\$ -	\$ -	\$ -	
2.2.8	Counties (Hays, Caldwell, Guadalupe)				0	\$ -	\$ -	\$ -	
2.2.9	Cities (Kyle, San Marcos, Umland, Lockhart, Maxwell, others)				0	\$ -	\$ -	\$ -	
2.2.10	GBRA and/or its Consultants				0	\$ -	\$ -	\$ -	
2.2.11	Other Utilities/Entities				0	\$ -	\$ -	\$ -	
2.3	Alliance Water Executive Director coordination meetings				0	\$ -	\$ -	\$ -	
2.4	Alliance Water Technical Committee and Board Meetings				0	\$ -	\$ -	\$ -	
2.5	PAC Meetings				0	\$ -	\$ -	\$ -	
2.6	Other ARWA Consulting Services - as part of Coord. Mtg. with ED.				0	\$ -	\$ -	\$ -	
2.7	Texas Commission on Environmental Quality - Meetings				0	\$ -	\$ -	\$ -	
2.8	Texas Department of Transportation - Meetings				0	\$ -	\$ -	\$ -	
2.9	Union Pacific Railroad - Meetings				0	\$ -	\$ -	\$ -	
2.10	Counties - Meetings				0	\$ -	\$ -	\$ -	
2.11	Cities - Meetings				0	\$ -	\$ -	\$ -	
2.12	Other Utilities/Entities - Meetings				0	\$ -	\$ -	\$ -	
2.13	Internal Program Monthly Meetings	48			48	\$ 10,464	\$ 100	\$ 10,564	4 hours per month for 12 months; Allowance for mileage

Alliance Water						Project Fee Summary		
Owners Representative						Total Effort	\$	170,814
3/4/2021								
Detailed Overall Foster CM Group Cost Breakdown								

Basic Services									
Task	Project Role	Senior Scheduler	Document Control Specialist		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$218.00	\$103.00						
Task 3 - Budgeting									
3.1	Perform Monthly Budget Updates	306			306	\$ 66,708	\$ 210	\$ 66,708	46 hours per month March through July then reducing as projects
3.1.1	Track costs to the Phase 1B Program vs. the anticipated budget				0	\$ -		\$ -	move to construction, ending at 12 hours per mo. with everything
3.1.2	Coordinate with applicable parties to receive current OPCC data				0	\$ -		\$ -	in construction.
3.1.3	Identify budget deviations and coordinate with applicable parties				0	\$ -		\$ -	
3.2	Prepare Budget Updates				0	\$ -		\$ -	
3.2.1	Executive Director (Monthly)	22			22	\$ 4,796	\$ 210	\$ 5,006	Assume quarterly reports plus two meetings with travel and mileage
3.2.2	Alliance Water Board and Technical Committee (Quarterly)	8			8	\$ 1,744		\$ 1,744	
3.2.3	PAC (Quarterly)	8			8	\$ 1,744		\$ 1,744	
3.2.4	TWDB (Quarterly)	8			8	\$ 1,744		\$ 1,744	
3.2.5	Public (Quarterly)				0	\$ -		\$ -	
3.3	Program Cost Evaluation				0	\$ -		\$ -	
Task 4 - Schedule									
4.1	Perform Monthly Schedule Updates	240			240	\$ 52,320	\$ -	\$ 52,320	28 hours per month March through June, then reducing as projects
4.1.1	Coordinate with applicable parties to obtain current schedules				0	\$ -		\$ -	move to construction, ending at 9 hours per month in February
4.1.2	Identify schedule deviations and coordinate with applicable parties				0	\$ -		\$ -	
4.1.3	Special updates will be performed when critical info becomes known				0	\$ -		\$ -	
4.2	Prepare Schedule Updates				0	\$ -		\$ -	
4.2.1	Executive Director (Monthly)				0	\$ -		\$ -	
4.2.2	Alliance Water Board and Technical Committee (Quarterly)				0	\$ -		\$ -	
4.2.3	PAC (Quarterly)				0	\$ -		\$ -	
4.2.4	TWDB (Quarterly)				0	\$ -		\$ -	
4.2.5	Public (Quarterly)				0	\$ -		\$ -	
4.3	Program Schedule Evaluation				0	\$ -		\$ -	
Task 5 - Reporting									
Task 6 - Data Management									
6.1	Overall Data Management		160		160	\$ 16,480	\$ -	\$ 16,480	28 hours per month March through June, then reducing as projects
6.1.1	Perform admin. Support functions for overall project record keeping				0	\$ -		\$ -	move to construction, ending with 8 hours per month in February
6.1.2	Enter information into applicable data management system				0	\$ -		\$ -	
6.1.3	Distribute updated contract documents				0	\$ -		\$ -	
6.1.4	Prepare, manage, record, distribute and archive documentation				0	\$ -		\$ -	
6.1.5	Log receipt of all documents and inquiries requiring a response				0	\$ -		\$ -	
6.1.6	Review supporting documents for conformance with PMP				0	\$ -		\$ -	
6.1.7	Maintain project records				0	\$ -		\$ -	
6.1.8	Maintain change management logs, RFI logs, RFP logs, Submittal logs				0	\$ -		\$ -	
6.1.9	Perform internal audits for quality assurance of overall documents				0	\$ -		\$ -	
6.2	Microsoft SharePoint		60		60	\$ 6,180		\$ 6,180	
6.2.1	Perform ongoing data management of documents within SharePoint				0	\$ -		\$ -	
6.3	Interactive Web-based GIS				0	\$ -		\$ -	
6.3.1	Perform ongoing incorporation of data within ArcGIS				0	\$ -		\$ -	
6.4	Deliverables				0	\$ -		\$ -	

Alliance Water				Project Fee Summary			
Owners Representative 3/4/2021				Total Effort	\$	170,814	
Detailed Overall Foster CM Group Cost Breakdown							

Basic Services									
Task	Project Role	Senior Scheduler	Document Control Specialist		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$218.00	\$103.00						
6.4.1	Hard copy deliverable to be provided to Alliance Water				0	\$ -	\$ -	\$ -	
6.4.1.1	Meeting Agendas				0	\$ -	\$ -	\$ -	
6.4.1.2	Program status reports				0	\$ -	\$ -	\$ -	
6.4.1.3	Copies of the PMP				0	\$ -	\$ -	\$ -	
6.4.1.4	Exhibits				0	\$ -	\$ -	\$ -	
	Task 7 - Environmental Management					\$ -	\$ -	\$ -	
	Task 8 - Land Acquisition Management					\$ -	\$ -	\$ -	
	Task 9 - Texas Water Development Board Management					\$ -	\$ -	\$ -	
	Task 10 - Design Standards Updates					\$ -	\$ -	\$ -	
	Task 11 - Engineering Design Management					\$ -	\$ -	\$ -	
	Task 12 - Quality Assurance					\$ -	\$ -	\$ -	
	Task 13 - Electrical Power Planning					\$ -	\$ -	\$ -	
	Task 14 - Permit Coordination/Tracking					\$ -	\$ -	\$ -	
	Task 15 - Procurement and Construction Phase Services					\$ -	\$ -	\$ -	
	Task 16 - Project Administration					\$ 6,104	\$ -	\$ 6,104	Three hours per mo. March through June, then reducing to 2 hours per month.
16.1	Invoicing	28			28	\$ 6,104		\$ 6,104	
16.2	Project Management				0	\$ -		\$ -	
	Task 17 - Other Services					\$ -	\$ -	\$ -	
	Task 18 - Environmental Construction Phase Services					\$ -	\$ -	\$ -	
					Grand Total	\$ 170,464	\$ 350	\$ 170,814	

Alliance Water Owners Representative 3/4/2021 Detailed Overall CP&Y Cost Breakdown	Project Fee Summary Total Effort \$ 926,211
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Basic Services																						
Task	Project Role	QA/QC / Senior Mng'r / Principal	Senior Tech. Avis / Deputy Prj Mng'r	Senior Instrumentation / Electrical Engineer	Senior Environmental Manager	Senior Engineer	GIS Specialist	Civil Engineer	Senior Biologist	CADD Operator / Senior Technician	Engineering-in-Training	Biologist	GIS Analyst	Administrative Staff / Technician	Archaeologist	Senior Historian		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$225.00	\$200.00	\$185.00	\$170.00	\$165.00	\$165.00	\$135.00	\$130.00	\$120.00	\$130.00	\$95.00	\$85.00	\$110.00						
Task 1 - Program Management Plan Updates																						
Task 2 - Stakeholder Coordination																						
2.1	Stakeholder Identification																	0	\$ -	\$ -	\$ -	
2.2	Initial and/or Ongoing Coordination																	0	\$ -	\$ -	\$ -	
2.2.1	Executive Director																	0	\$ -	\$ -	\$ -	
2.2.2	Technical Committee and Board		4															4	\$ 940	\$ 940	\$ 940	
2.2.3	PAC		12															12	\$ 2,820	\$ 2,820	\$ 2,820	
2.2.4	Other Alliance Water Consulting Services																	0	\$ -	\$ -	\$ -	
2.2.5	Texas Commission on Environmental Quality																	0	\$ -	\$ -	\$ -	
2.2.6	Texas Department of Transportation																	0	\$ -	\$ -	\$ -	
2.2.7	Union Pacific Railroad																	0	\$ -	\$ -	\$ -	
2.2.8	Counties (Hays, Caldwell, Guadalupe)																	0	\$ -	\$ -	\$ -	
2.2.9	Cities (Kyle, San Marcos, Umland, Lockhart, Maxwell, others)																	0	\$ -	\$ -	\$ -	
2.2.10	GBRA and/or its Consultants																	0	\$ -	\$ -	\$ -	
2.2.11	Other Utilities/Entities																	0	\$ -	\$ -	\$ -	
2.3	Alliance Water Executive Director coordination meetings		24			40		24	40									128	\$ 23,600	\$ 200	\$ 23,800	
2.4	Alliance Water Technical Committee and Board Meetings																	0	\$ -	\$ -	\$ -	
2.5	PAC Meetings		12															12	\$ 2,820	\$ 200	\$ 3,020	
2.6	Other ARWA Consulting Services - as part of Coord. Mtg. with ED.																	0	\$ -	\$ -	\$ -	
2.7	Texas Commission on Environmental Quality - Meetings		8					8										16	\$ 3,200	\$ -	\$ 3,200	
2.8	Texas Department of Transportation - Meetings					12												24	\$ 3,780	\$ -	\$ 3,780	
2.9	Union Pacific Railroad - Meetings																	0	\$ -	\$ -	\$ -	
2.10	Counties - Meetings					16												32	\$ 5,040	\$ 200	\$ 5,240	
2.11	Cities - Meetings																	0	\$ -	\$ -	\$ -	
2.12	Other Utilities/Entities - Meetings																	0	\$ -	\$ 200	\$ 200	
2.13	Internal Program Monthly Meetings		24			40		24	40									128	\$ 23,600	\$ 200	\$ 23,800	
Task 3 - Budgeting																						
Task 4 - Schedule																						
Task 5 - Reporting																						
Task 6 - Data Management																						
Task 7 - Environmental Management																						
7.1	Perform regular coordination with Env. Cons.								32									32	\$ 5,280	\$ -	\$ 5,280	
7.2	Ongoing agency coordination																	0	\$ -	\$ -	\$ -	
7.2.1	United States Army Corps of Engineers (USACE)								12									12	\$ 1,980	\$ -	\$ 1,980	
7.2.2	Texas Parks and Wildlife Department (TPWD)								8									8	\$ 1,320	\$ -	\$ 1,320	
7.2.3	Local floodplain administrators																	0	\$ -	\$ -	\$ -	
7.3	Assist with the review of Env. Cons. monthly invoices								12									12	\$ 1,980	\$ -	\$ 1,980	
7.4	Continuous tracking of Env. Cons. Scope of work & amendments								36									36	\$ 5,940	\$ -	\$ 5,940	
7.5	Perform as-needed site visits with Env. Cons. during Field Study								8									8	\$ 1,320	\$ -	\$ 1,320	
7.6	Coordinated site visits with those identified in Task 8 and 11								4									4	\$ 660	\$ -	\$ 660	
7.7	Review and comment on Environmental Permitting Documents																	0	\$ -	\$ -	\$ -	
7.7.1	USACE								60									60	\$ 9,900	\$ -	\$ 9,900	
7.7.2	TPWD								32									32	\$ 5,280	\$ -	\$ 5,280	
7.7.3	United States Fish and Wildlife Service (USFWS)								32									32	\$ 5,280	\$ -	\$ 5,280	
7.7.4	Texas Historical Commission (THC)								40						12			52	\$ 7,920	\$ -	\$ 7,920	
7.8	Review and comment on TWDB deliverables by Env. Cons.								48									48	\$ 7,920	\$ -	\$ 7,920	
7.9	Other Environmental Services as defined by Alliance Water								32									32	\$ 5,280	\$ -	\$ 5,280	
7.10	Environmental Agency meetings (USACE, USFWS, TPWD, THC)								8									8	\$ 1,320	\$ -	\$ 1,320	
7.11	Environmental Consultant Team progress meetings								8									8	\$ 1,320	\$ -	\$ 1,320	
Task 8 - Land Acquisition Management																						
Task 9 - Texas Water Development Board Management																						
9.1	Identify milestone deliverables and provide feedback on CP schedule							24			16							40	\$ 6,040	\$ -	\$ 6,040	
9.2	Review TWDB deliverables for conformance to TWDB requirements							120			60							180	\$ 27,600	\$ -	\$ 27,600	
9.3	Perform regular coordination with the TWDB to discuss ongoing actions							60			8							68	\$ 10,940	\$ -	\$ 10,940	
9.4	Prepare fund release request letters for submission to TWDB							40			16							56	\$ 8,680	\$ -	\$ 8,680	
9.5	TWDB progress meeting							48			20							68	\$ 10,520	\$ -	\$ 10,520	
Task 10 - Design Standards Updates																						
10.1	Development of Design Standards, Specifications, and Details																	0	\$ -	\$ -	\$ -	
10.1.1	Transmission Pipelines and Delivery Points Design Stds. - Finalize					16												16	\$ 2,960	\$ -	\$ 2,960	
10.1.2	Preparation of Standard Specifications for Const. - Finalize																	0	\$ -	\$ -	\$ -	
10.1.3	Preparation of Standard Details - Finalize					16												16	\$ 2,960	\$ -	\$ 2,960	
10.1.4	Pipeline Corrosion Protection Standards																	0	\$ -	\$ -	\$ -	
10.1.6	Facility General Electrical Standards																	0	\$ -	\$ -	\$ -	
10.1.5	Telemetry, Instrumentation & Controls, SCADA, and Security Standards																	0	\$ -	\$ -	\$ -	
10.1.5.1	Fiber Optic Standards																	0	\$ -	\$ -	\$ -	
10.1.5.2	SCADA Standards																	0	\$ -	\$ -	\$ -	
10.1.5.3	I&C Standards																	0	\$ -	\$ -	\$ -	
10.1.5.4	Security Standards																	0	\$ -	\$ -	\$ -	
10.2	Master Specifications - Finalize																	0	\$ -	\$ -	\$ -	
10.3	Record Drawings (Plans & GIS)																	0	\$ -	\$ -	\$ -	
10.4	Address comments from Design Consultant Teams and Finalize		8	8			8	8										32	\$ 6,360	\$ -	\$ 6,360	
10.5	Standards Review Meeting																	0	\$ -	\$ -	\$ -	

Alliance Water Owners Representative 3/4/2021 Detailed Overall CP&Y Cost Breakdown	Project Fee Summary Total Effort \$ 926,211
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Basic Services																						
Task	Project Role	QA/QC / Senior Mngr / Principal	Senior Tech. Avis / Deputy Prj Mngr	Senior Instrumentation / Electrical Engineer	Senior Environmental Manager	Senior Engineer	GIS Specialist	Civil Engineer	Senior Biologist	CADD Operator / Senior Technician	Engineering-in-Training	Biologist	GIS Analyst	Administrative Staff / Technician	Archaeologist	Senior Historian		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$225.00	\$200.00	\$185.00	\$170.00	\$165.00	\$165.00	\$135.00	\$130.00	\$120.00	\$130.00	\$95.00	\$85.00	\$110.00						
Task 11 - Engineering Design Management																						
11.1	Management and Coordination of Hydrogeology/Well Drilling																	0	\$ -	\$ -	\$ -	
	Identify early actions required																	0	\$ -	\$ -	\$ -	
	Assist with the development and review of project scope for the DC																	0	\$ -	\$ -	\$ -	
	Assist with the review of proposed LOE developed by the DC																	0	\$ -	\$ -	\$ -	
	Assist with the review of Design Consultants monthly invoices		1			6												7	\$ 1,345	\$ -	\$ 1,345	
	Perform regular coordination with the DC to discuss ongoing tasks																	0	\$ -	\$ -	\$ -	
	Perform as-needed site visits with Design Consultants																	0	\$ -	\$ -	\$ -	
	Review/Comment on TWDB EFR deliverables prepared by DC																	0	\$ -	\$ -	\$ -	
	Review/Comment on milestone submittals prepared by DC																	0	\$ -	\$ -	\$ -	
	Review/Comment on OPCC's prepared by DC																	0	\$ -	\$ -	\$ -	
	Other Design-related services as assigned by Alliance Water																	0	\$ -	\$ -	\$ -	
11.2	Management and Coordination of Well Pumps and Raw Water Inf.																	0	\$ -	\$ -	\$ -	
	Identify early actions required																	0	\$ -	\$ -	\$ -	
	Assist with the development and review of project scope for the DC																	4	\$ 740	\$ -	\$ 740	
	Assist with the review of proposed LOE developed by the DC																	2	\$ 370	\$ -	\$ 370	
	Assist with the review of Design Consultants monthly invoices		1			12												13	\$ 2,455	\$ -	\$ 2,455	
	Perform regular coordination with the DC to discuss ongoing tasks																	0	\$ -	\$ -	\$ -	
	Perform as-needed site visits with Design Consultants																	0	\$ -	\$ -	\$ -	
	Review/Comment on TWDB EFR deliverables prepared by DC												4					12	\$ 2,000	\$ -	\$ 2,000	
	Review/Comment on milestone submittals prepared by DC		2			20												22	\$ 4,170	\$ -	\$ 4,170	
	Review/Comment on OPCC's prepared by DC		1			4												7	\$ 1,235	\$ -	\$ 1,235	
	Other Design-related services as assigned by Alliance Water																	0	\$ -	\$ -	\$ -	
11.3	Management and Coordination of WTP and HSPS																	0	\$ -	\$ -	\$ -	
	Identify early actions required																	0	\$ -	\$ -	\$ -	
	Assist with the development and review of project scope for the DC		8															8	\$ 1,880	\$ -	\$ 1,880	
	Assist with the review of proposed LOE developed by the DC		2						4									6	\$ 1,130	\$ -	\$ 1,130	
	Assist with the review of Design Consultants monthly invoices		12															12	\$ 2,820	\$ -	\$ 2,820	
	Perform regular coordination with the DC to discuss ongoing tasks		12						16									28	\$ 5,460	\$ -	\$ 5,460	
	Perform as-needed site visits with Design Consultants																	0	\$ -	\$ -	\$ -	
	Review/Comment on TWDB EFR deliverables prepared by DC																	0	\$ -	\$ -	\$ -	
	Review/Comment on milestone submittals prepared by DC		8						8									16	\$ 3,200	\$ -	\$ 3,200	
	Review/Comment on OPCC's prepared by DC		4						8									12	\$ 2,260	\$ -	\$ 2,260	
	Other Design-related services as assigned by Alliance Water		4	4					8				8					24	\$ 4,200	\$ -	\$ 4,200	
11.4	Management and Coordination of Transmission Pipeline (5 Contracts)																	0	\$ -	\$ -	\$ -	
	Identify early actions required																	0	\$ -	\$ -	\$ -	
	Assist with the development and review of project scope for the DC																	8	\$ 1,480	\$ -	\$ 1,480	
	Assist with the review of proposed LOE developed by the DC																	4	\$ 740	\$ -	\$ 740	
	Assist with the review of Design Consultants monthly invoices		2															26	\$ 4,910	\$ -	\$ 4,910	
	Perform regular coordination with the DC to discuss ongoing tasks		24										120					364	\$ 61,940	\$ -	\$ 61,940	
	Perform as-needed site visits with Design Consultants																	0	\$ -	\$ -	\$ -	
	Review/Comment on TWDB EFR deliverables prepared by DC																	16	\$ 2,960	\$ -	\$ 2,960	
	Review/Comment on milestone submittals prepared by DC		4										20					84	\$ 14,640	\$ -	\$ 14,640	
	Review/Comment on OPCC's prepared by DC		3										12					27	\$ 4,485	\$ -	\$ 4,485	
	Other Design-related services as assigned by Alliance Water		8										40					88	\$ 14,480	\$ -	\$ 14,480	
11.5	Management and Coordination of Admin. Building and Ops. Center																	0	\$ -	\$ -	\$ -	
11.6	Management and Coordination of BPS & Delivery Points																	0	\$ -	\$ -	\$ -	
11.7	Management and Coordination of Elevated Storage Tanks																	0	\$ -	\$ -	\$ -	
11.8	Management and Coordination of Program Survey																	0	\$ -	\$ -	\$ -	
11.9	Commissioning Planning																	0	\$ -	\$ -	\$ -	
11.10	Consultant Design Teams progress meetings																	0	\$ -	\$ -	\$ -	
11.10.1	Hydrogeology / Well Drilling																	0	\$ -	\$ -	\$ -	
11.10.2	Raw Water Facilities																	4	\$ 740	\$ -	\$ 740	
11.10.3	WTP / HSPS																	8	\$ 1,560	\$ -	\$ 1,560	
11.10.4	Pipelines																	16	\$ 2,960	\$ -	\$ 2,960	
11.10.5	Administrative Building and Operations Center																	0	\$ -	\$ -	\$ -	
11.10.6	BPS & Delivery Points																	0	\$ -	\$ -	\$ -	
11.10.7	Elevated Storage Tanks																	0	\$ -	\$ -	\$ -	
11.10.8	Program Survey																	0	\$ -	\$ -	\$ -	
Task 12 - Quality Assurance																						
12.1	Review the QA/QC Plans prepared by the Consultants based on PMP		4															8	\$ 1,600	\$ -	\$ 1,600	
12.2	Perform regular coordination with all Consultants on QA/QC imp.		4															8	\$ 1,680	\$ -	\$ 1,680	
12.3	Review/Receive QA/QC documentation from Consultants		4															8	\$ 1,680	\$ -	\$ 1,680	
Task 13 - Electrical Power Planning																						
Task 14 - Permit Coordination/Tracking																						
14.1	Perform regular coordination with Consultants																	40	\$ 12,600	\$ -	\$ 12,600	
14.2	Incorporate permit updates from Consultants into master tracking list																	4	\$ 2,820	\$ -	\$ 2,820	
14.3	Management of Permit Submittal																	16	\$ 4,520	\$ -	\$ 4,520	
14.3.1	TCEQ																	12	\$ 5,000	\$ -	\$ 5,000	
14.3.2	TxDOT - Design Consultants		8															24	\$ 4,440	\$ -	\$ 4,440	
14.3.3	UPRR																	0	\$ -	\$ -	\$ -	
14.3.4	Counties (Hays, Caldwell, Guadalupe)																	20	\$ 3,700	\$ -	\$ 3,700	

Alliance Water Owners Representative 3/4/2021 Detailed Overall CP&Y Cost Breakdown	Project Fee Summary Total Effort \$ 926,211
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Basic Services																						
Task	Project Role	QA/QC / Senior Mng'r / Principal	Senior Tech. Adv. / Deputy Prj Mng'r	Senior Instrumentation / Electrical Engineer	Senior Environmental Manager	Senior Engineer	GIS Specialist	Civil Engineer	Senior Biologist	CADD Operator / Senior Technician	Engineering-in-Training	Biologist	GIS Analyst	Administrative Staff / Technician	Archeologist	Senior Historian		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$225.00	\$200.00	\$185.00	\$170.00	\$165.00	\$165.00	\$135.00	\$130.00	\$120.00	\$130.00	\$95.00	\$85.00	\$110.00						
14.3.5	Cities (Kyle, San Marcos, Umland, Lockhart, Maxwell, others)					8												8	\$ 1,480		\$ 1,480	
14.3.6	Private utilities					16					4							20	\$ 3,480		\$ 3,480	
																		\$ 235,070	\$ 2,500	\$ 237,570		
15.1	Management and Coordination of Hydrogeology/Well Drilling																	0	\$ -		\$ -	
	Procurement Services																	0	\$ -		\$ -	
	Pre-Proposal Meeting																	0	\$ -		\$ -	
	Addenda Review																	0	\$ -		\$ -	
	Proposal Evaluation and Recommendation																	0	\$ -		\$ -	
	Committee and Board Items																	0	\$ -		\$ -	
	Execution of Contract																	0	\$ -		\$ -	
	Construction Phase Services																	0	\$ -		\$ -	
	Administration					20												20	\$ 3,700		\$ 3,700	
	Preconstruction Meetings																	0	\$ -		\$ -	
	Monthly Construction Meetings																	0	\$ -		\$ -	
	Construction Activities																	0	\$ -		\$ -	
	Submittals																	0	\$ -		\$ -	
	Substitutions																	0	\$ -		\$ -	
	Request for Information																	0	\$ -		\$ -	
	Pay Request					4												4	\$ 740		\$ 740	
	Defective Work																	0	\$ -		\$ -	
	Change Orders					2												2	\$ 370		\$ 370	
	Record Drawings					2												2	\$ 370		\$ 370	
	Commissioning																	0	\$ -		\$ -	
	Substantial Completion																	0	\$ -		\$ -	
	Final Walkthrough					4												4	\$ 740		\$ 740	
	Warranty Walkthrough																	0	\$ -		\$ -	
15.2	Management and Coordination of Well Pumps and Raw Water Inf.																	0	\$ -	\$ 500	\$ 500	
	Procurement Services																	0	\$ -		\$ -	
	Pre-Proposal Meeting					4												4	\$ 740		\$ 740	
	Addenda Review					4												4	\$ 740		\$ 740	
	Proposal Evaluation and Recommendation					2												2	\$ 370		\$ 370	
	Committee and Board Items					2												2	\$ 370		\$ 370	
	Execution of Contract					2												2	\$ 370		\$ 370	
	Construction Phase Services																	0	\$ -		\$ -	
	Administration					12												12	\$ 2,220		\$ 2,220	
	Preconstruction Meetings					4												4	\$ 740		\$ 740	
	Monthly Construction Meetings					24												24	\$ 4,440		\$ 4,440	
	Construction Activities																	0	\$ -		\$ -	
	Submittals		6	8		32	8				8							62	\$ 11,530		\$ 11,530	
	Substitutions																	0	\$ -		\$ -	
	Request for Information			8		20												28	\$ 5,500		\$ 5,500	
	Pay Request					18												18	\$ 3,330		\$ 3,330	
	Defective Work		4	8		8	8				8							36	\$ 6,620		\$ 6,620	
	Change Orders					16												16	\$ 2,960		\$ 2,960	
	Record Drawings																	0	\$ -		\$ -	
	Commissioning																	0	\$ -		\$ -	
	Substantial Completion																	0	\$ -		\$ -	
	Final Walkthrough																	0	\$ -		\$ -	
	Warranty Walkthrough																	0	\$ -		\$ -	
15.3	Management and Coordination of WTP and HSPS																	0	\$ -	\$ 1,000	\$ 1,000	
	Procurement Services																	0	\$ -		\$ -	
	Pre-Proposal Meeting		2	4														6	\$ 1,370		\$ 1,370	
	Addenda Review		8	8			4	16					8					44	\$ 8,040		\$ 8,040	
	Proposal Evaluation and Recommendation		4					4										8	\$ 1,600		\$ 1,600	
	Committee and Board Items		24															24	\$ 5,640		\$ 5,640	
	Execution of Contract		4										8					12	\$ 1,980		\$ 1,980	
	Construction Phase Services																	0	\$ -		\$ -	
	Administration		12	8				16										36	\$ 7,260		\$ 7,260	
	Preconstruction Meetings		2					4										6	\$ 1,130		\$ 1,130	
	Monthly Construction Meetings		24	24				40										88	\$ 17,640		\$ 17,640	
	Construction Activities																	0	\$ -		\$ -	
	Submittals		8	80			80	24										192	\$ 37,440		\$ 37,440	
	Substitutions		8	24				16										48	\$ 9,920		\$ 9,920	
	Request for Information		16	40			40	24										120	\$ 23,520		\$ 23,520	
	Pay Request																	0	\$ -		\$ -	
	Defective Work																	0	\$ -		\$ -	
	Change Orders		4	16			16	8										44	\$ 8,580		\$ 8,580	
	Record Drawings																	0	\$ -		\$ -	
	Commissioning																	0	\$ -		\$ -	
	Substantial Completion																	0	\$ -		\$ -	
	Final Walkthrough																	0	\$ -		\$ -	
	Warranty Walkthrough																	0	\$ -		\$ -	
15.4	Management and Coordination of Transmission Pipeline (5 Contracts)																	0	\$ -	\$ 1,000	\$ 1,000	

Alliance Water Owners Representative 3/4/2021 Detailed Overall CP&Y Cost Breakdown	Project Fee Summary Total Effort \$ 926,211
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Basic Services																							
Task	Project Role	QA/QC / Senior Mng'r / Principal	Senior Tech. Avis / Deputy Prj Mng'r	Senior Instrumentation / Electrical Engineer	Senior Environmental Manager	Senior Engineer	GIS Specialist	Civil Engineer	Senior Biologist	CADD Operator / Senior Technician	Engineering-in-Training	Biologist	GIS Analyst	Administrative Staff / Technician	Archeologist	Senior Historian		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions	
	Hourly Bill Rate	\$275.00	\$235.00	\$225.00	\$200.00	\$185.00	\$170.00	\$165.00	\$165.00	\$135.00	\$130.00	\$120.00	\$130.00	\$95.00	\$85.00	\$110.00							
Procurement Services																		0	\$ -	\$ -	\$ -		
Pre-Proposal Meeting						8												8	\$ 1,480	\$ -	\$ 1,480		
Addenda Review				4		8												12	\$ 2,380	\$ -	\$ 2,380		
Proposal Evaluation and Recommendation Committee and Board Items				2		4	4											10	\$ 1,870	\$ -	\$ 1,870		
Execution of Contract						4												4	\$ 740	\$ -	\$ 740		
Construction Phase Services						40												40	\$ 7,400	\$ -	\$ 7,400		
Administration																		0	\$ -	\$ -	\$ -		
Preconstruction Meetings						24												24	\$ 4,440	\$ -	\$ 4,440		
Monthly Construction Meetings						8												8	\$ 1,480	\$ -	\$ 1,480		
Construction Activities						40												40	\$ 7,400	\$ -	\$ 7,400		
Submittals																		0	\$ -	\$ -	\$ -		
Substitutions			2	40		24	20				8							94	\$ 18,350	\$ -	\$ 18,350		
Request for Information				20		8	20											20	\$ 4,500	\$ -	\$ 4,500		
Pay Request						8												48	\$ 9,380	\$ -	\$ 9,380		
Defective Work			4			4												4	\$ 740	\$ -	\$ 740		
Change Orders						8					8							20	\$ 3,460	\$ -	\$ 3,460		
Record Drawings						8												8	\$ 1,480	\$ -	\$ 1,480		
Commissioning																		0	\$ -	\$ -	\$ -		
Substantial Completion																		0	\$ -	\$ -	\$ -		
Final Walkthrough																		0	\$ -	\$ -	\$ -		
Warranty Walkthrough																		0	\$ -	\$ -	\$ -		
15.5 Management and Coordination of Admin. Building and Ops. Center																		0	\$ -	\$ -	\$ -		
15.6 Management and Coordination of BPS & Delivery Points																		0	\$ -	\$ -	\$ -		
15.7 Management and Coordination of Elevated Storage Tanks																		0	\$ -	\$ -	\$ -		
15.8 Management and Coordination of Program Survey																		0	\$ -	\$ -	\$ -		
Task 16 - Project Administration																				\$ 11,420	\$ -	\$ 11,420	
16.1 Invoicing			12			8								24				44	\$ 6,580	\$ -	\$ 6,580		
16.2 Project Management			8			16												24	\$ 4,840	\$ -	\$ 4,840		
Task 17 - Other Services																				\$ 46,200	\$ 1,500	\$ 47,700	
17.1 Water Quality Testing and Coordination			8			16		40			40							104	\$ 16,640	\$ 500	\$ 17,140		
17.2 TCEQ Exception Request and Interconnect Submittals			24			40		40			60			40				164	\$ 23,840	\$ 500	\$ 24,340		
17.3 Other design tasks as assigned by Alliance Water			8			8		8			8							32	\$ 5,720	\$ 500	\$ 6,220		
Task 18 - Environmental Construction Phase Services																				\$ 138,400	\$ 98,401	\$ 236,801	
18.1 Pre-Construction Meeting with Contractor									24									24	\$ 3,960	\$ -	\$ 3,960	CP&Y effort	
18.2 Migratory Bird Nest Survey									340			360	16					716	\$ 101,380	\$ 12,000	\$ 113,380	CP&Y effort	
18.3 Cultural Resources									16					8				24	\$ 3,400	\$ 7,960	\$ 11,360	Hicks is shown in Expense. CPY hours for Agency Coord/Sub Mgmt.	
18.4 Encountered Protected Species									20					8				28	\$ 4,060	\$ 11,005	\$ 15,065	Hicks is shown in Expense. CPY hours for Agency Coord/Sub Mgmt.	
18.5 USACE Compliance and Reporting									40			60	24					124	\$ 16,920	\$ -	\$ 16,920	CP&Y effort	
18.6 Hazardous Materials On-Call									48					8				56	\$ 8,680	\$ 67,436	\$ 76,116	Braun shown in Expense. CPY hours for sub management.	
Grand Total																				\$ 822,810	\$ 103,401	\$ 926,211	

Alliance Water Owners Representative 3/4/2021 Detailed Overall Grubb Cost Breakdown	Project Fee Summary	
	Total Effort	\$ 44,200

Basic Services										
Task	Project Role	QA/QC / Senior Mngr / Principal	Senior Engineer	Administrative Staff / Technician		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$185.00	\$95.00						
	Task 1 - Program Management Plan Updates						\$ -	\$ -	\$ -	
	Task 2 - Stakeholder Coordination						\$ -	\$ -	\$ -	
	Task 3 - Budgeting						\$ -	\$ -	\$ -	
	Task 4 - Schedule						\$ -	\$ -	\$ -	
	Task 5 - Reporting						\$ -	\$ -	\$ -	
	Task 6 - Data Management						\$ -	\$ -	\$ -	
	Task 7 - Environmental Management						\$ -	\$ -	\$ -	
	Task 8 - Land Acquisition Management						\$ -	\$ -	\$ -	
	Task 9 - Texas Water Development Board Management						\$ -	\$ -	\$ -	
	Task 10 - Design Standards Updates						\$ -	\$ -	\$ -	
	Task 11 - Engineering Design Management						\$ -	\$ -	\$ -	
	Task 12 - Quality Assurance						\$ -	\$ -	\$ -	
	Task 13 - Electrical Power Planning						\$ 42,680	\$ -	\$ 42,680	
13.1	Perform Prelim. Analyses to determine approx. demand and energy	18	12	4		34	\$ 7,550		\$ 7,550	
13.2	Develop a strategy for cont., gathering system quality, and reliability data	8	4	1		13	\$ 3,035		\$ 3,035	
13.3	Coordination with Electrical Service Providers to evaluate costs	20	12	2		34	\$ 7,910		\$ 7,910	
13.4	Assist Alliance Water with negotiations on the electrical supply agr.	36	20	3		59	\$ 13,885		\$ 13,885	
13.5	Assist Alliance Water by defining special equipment needs	8	2			10	\$ 2,570		\$ 2,570	
13.6	Alliance Water and Electrical Service Providers Coord. Meetings	20	10	4		34	\$ 7,730		\$ 7,730	
	Task 14 - Permit Coordination/Tracking						\$ -	\$ -	\$ -	
	Task 15 - Procurement and Construction Phase Services						\$ -	\$ -	\$ -	
	Task 16 - Project Administration						\$ 1,520	\$ -	\$ 1,520	
16.1	Invoicing			16		16	\$ 1,520		\$ 1,520	
16.2	Project Management					0	\$ -		\$ -	
	Task 17 - Other Services						\$ -	\$ -	\$ -	
	Task 18 - Environmental Construction Phase Services						\$ -	\$ -	\$ -	
Grand Total							\$ 44,200	\$ -	\$ 44,200	

Alliance Water Owners Representative 3/4/2021 Detailed Overall Spitzer Cost Breakdown	Project Fee Summary	
	Total Effort	\$ 446,290

Basic Services										
Task	Project Role	Property Acquisition Manager	Acquisition Specialist	Document Control Specialist		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$221.00	\$116.00	\$103.00						
Task 1 - Program Management Plan Updates							\$ 4,345	\$ -	\$ 4,345	
1.1	Communication Protocol					0	\$ -		\$ -	
1.2	Document Control / Data Management Protocol					0	\$ -		\$ -	
1.3	Quality Assurance Plan					0	\$ -		\$ -	
1.4	Milestone Review Process Protocol					0	\$ -		\$ -	
1.5	Risk Management Plan					0	\$ -		\$ -	
1.6	Land Acquisition Protocol	15		10		25	\$ 4,345		\$ 4,345	
1.7	Environmental Management Protocol					0	\$ -		\$ -	
1.8	Texas Water Development Board (TWDB) Protocol					0	\$ -		\$ -	
1.9	Design Management Protocol					0	\$ -		\$ -	
1.10	Budget and Funding Protocol					0	\$ -		\$ -	
1.11	Schedule Protocol					0	\$ -		\$ -	
1.12	Reporting Protocol					0	\$ -		\$ -	
1.13	Permit Management Protocol					0	\$ -		\$ -	
1.14	GBRA & PAC Protocol					0	\$ -		\$ -	
1.15	Procurement Protocol					0	\$ -		\$ -	
1.16	Construction Protocol					0	\$ -		\$ -	
1.17	PMP Appendices					0	\$ -		\$ -	
Task 2 - Stakeholder Coordination							\$ 19,448	\$ -	\$ 19,448	
2.1	Stakeholder Identification					0	\$ -		\$ -	
2.2	Initial and/or Ongoing Coordination					0	\$ -		\$ -	
2.2.1	Executive Director					0	\$ -		\$ -	
2.2.2	Technical Committee and Board					0	\$ -		\$ -	
2.2.3	PAC					0	\$ -		\$ -	
2.2.4	Other Alliance Water Consulting Services					0	\$ -		\$ -	
2.2.5	Texas Commission on Environmental Quality					0	\$ -		\$ -	
2.2.6	Texas Department of Transportation					0	\$ -		\$ -	
2.2.7	Union Pacific Railroad					0	\$ -		\$ -	
2.2.8	Counties (Hays, Caldwell, Guadalupe)					0	\$ -		\$ -	
2.2.9	Cities (Kyle, San Marcos, Umland, Lockhart, Maxwell, others)					0	\$ -		\$ -	
2.2.10	GBRA and/or its Consultants					0	\$ -		\$ -	
2.2.11	Other Utilities/Entities					0	\$ -		\$ -	
2.3	Alliance Water Executive Director coordination meetings	48				48	\$ 10,608		\$ 10,608	
2.4	Alliance Water Technical Committee and Board Meetings					0	\$ -		\$ -	
2.5	PAC Meetings					0	\$ -		\$ -	
2.6	Other ARWA Consulting Services - as part of Coord. Mtg. with ED.					0	\$ -		\$ -	
2.7	Texas Commission on Environmental Quality - Meetings					0	\$ -		\$ -	
2.8	Texas Department of Transportation - Meetings					0	\$ -		\$ -	
2.9	Union Pacific Railroad - Meetings					0	\$ -		\$ -	
2.10	Counties - Meetings					0	\$ -		\$ -	
2.11	Cities - Meetings					0	\$ -		\$ -	
2.12	Other Utilities/Entities - Meetings					0	\$ -		\$ -	

Alliance Water Owners Representative 3/4/2021 Detailed Overall Spitzer Cost Breakdown	Project Fee Summary	
	Total Effort	\$ 446,290

Basic Services										
Task	Project Role	Property Acquisition Manager	Acquisition Specialist	Document Control Specialist		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$221.00	\$116.00	\$103.00						
2.13	Internal Program Monthly Meetings	40				40	\$ 8,840		\$ 8,840	
	Task 3 - Budgeting						\$ -	\$ -	\$ -	
	Task 4 - Schedule						\$ -	\$ -	\$ -	
	Task 5 - Reporting						\$ -	\$ -	\$ -	
	Task 6 - Data Management						\$ -	\$ -	\$ -	
	Task 7 - Environmental Management						\$ -	\$ -	\$ -	
	Task 8 - Land Acquisition Management						\$ 421,261	\$ -	\$ 421,261	
8.1	Perform regular coordination with Ld. Acq. Cons.	600		900		1,500	\$ 225,300		\$ 225,300	
8.2	Assist with the review of Ld. Acq. Cons. monthly invoices	24		48		72	\$ 10,248		\$ 10,248	
8.3	Continuous tracking of Land Acq. Scope of work & amendments	20				20	\$ 4,420		\$ 4,420	
8.4	Review land acquisition data for conformance to the PMP/RAMP	24		320		344	\$ 38,264		\$ 38,264	
8.5	Perform as-needed site visits with Ld. Acq. Cons.	5				5	\$ 1,105		\$ 1,105	
8.6	Coordinated site visits with those identified in Task 7 and 11	5				5	\$ 1,105		\$ 1,105	
8.7	Review and comment on TWDB land acquisition deliverables	15		6		21	\$ 3,933		\$ 3,933	
8.8	Coord. with landowners to facilitate access for Consultants for field work	12	120			132	\$ 16,572		\$ 16,572	
8.9	Assist in resolution of title issues	100	500	72		672	\$ 87,516		\$ 87,516	
8.10	Weekly Mtg with Alliance Water and Special Counsel	78				78	\$ 17,238		\$ 17,238	
8.11	Other Ld. Acq. services as identified and assigned by Alliance Water					0	\$ -		\$ -	
8.12	Land Acq. Team progress meetings	38	28	38		104	\$ 15,560		\$ 15,560	
	Task 9 - Texas Water Development Board Management						\$ -	\$ -	\$ -	
	Task 10 - Design Standards Updates						\$ -	\$ -	\$ -	
	Task 11 - Engineering Design Management						\$ -	\$ -	\$ -	
	Task 12 - Quality Assurance						\$ -	\$ -	\$ -	
	Task 13 - Electrical Power Planning						\$ -	\$ -	\$ -	
	Task 14 - Permit Coordination/Tracking						\$ -	\$ -	\$ -	
	Task 15 - Procurement and Construction Phase Services						\$ -	\$ -	\$ -	
	Task 16 - Project Administration						\$ 1,236	\$ -	\$ 1,236	
16.1	Invoicing			12		12	\$ 1,236		\$ 1,236	
16.2	Project Management					0	\$ -		\$ -	
	Task 17 - Other Services						\$ -	\$ -	\$ -	
17.1	Water Quality Testing and Coordination					0	\$ -		\$ -	
17.2	TCEQ Exception Request and Interconnect Submittals					0	\$ -		\$ -	
17.3	Other design tasks as assigned by Alliance Water					0	\$ -		\$ -	
	Task 18 - Environmental Construction Phase Services						\$ -	\$ -	\$ -	
18.1	Pre-Construction Meeting with Contractor					0	\$ -		\$ -	
18.2	Migratory Bird Nest Survey					0	\$ -		\$ -	
18.3	Cultural Resources					0	\$ -		\$ -	
18.4	Encountered Protected Species					0	\$ -		\$ -	
18.5	USACE Compliance and Reporting					0	\$ -		\$ -	
Grand Total							\$ 446,290	\$ -	\$ 446,290	

Alliance Water										Project Fee Summary		
Owners Representative										Total Effort	\$ 22,015	
3/4/2021												
Detailed Overall V&A Cost Breakdown												

Basic Services														
Task	Project Role	QA/QC / Senior Mngnr / Principal	Senior Tech. Avis / Deputy Prj Mngnr	Senior Engineer	Civil Engineer	CADD Operator / Senior Technician	Engineering-in-Training	Administrative Staff / Technician		Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$275.00	\$235.00	\$185.00	\$165.00	\$135.00	\$130.00	\$95.00						
Task 1 - Program Management Plan Updates														
Task 2 - Stakeholder Coordination														
Task 3 - Budgeting														
Task 4 - Schedule														
Task 5 - Reporting														
Task 6 - Data Management														
Task 7 - Environmental Management														
Task 8 - Land Acquisition Management														
Task 9 - Texas Water Development Board Management														
Task 10 - Design Standards Updates														
10.1	Development of Design Standards, Specifications, and Details									0	\$ -	\$ -	\$ -	
10.1.1	Transmission Pipelines and Delivery Points Design Stds. - Finalize									0	\$ -	\$ -	\$ -	
10.1.2	Preparation of Standard Specifications for Const. - Finalize									0	\$ -	\$ -	\$ -	
10.1.3	Preparation of Standard Details - Finalize									0	\$ -	\$ -	\$ -	
10.1.4	Pipeline Corrosion Protection Standards	2	22	26	16	4	32	4		106	\$ 18,250	\$ 200	\$ 18,450	
10.1.6	Facility General Electrical Standards									0	\$ -	\$ -	\$ -	
10.1.5	Telemetry, Instrumentation & Controls, SCADA, and Security Standards									0	\$ -	\$ -	\$ -	
10.1.5.1	Fiber Optic Standards									0	\$ -	\$ -	\$ -	
10.1.5.2	SCADA Standards									0	\$ -	\$ -	\$ -	
10.1.5.3	I&C Standards									0	\$ -	\$ -	\$ -	
10.1.5.4	Security Standards									0	\$ -	\$ -	\$ -	
10.2	Master Specifications - Finalize									0	\$ -	\$ -	\$ -	
10.3	Record Drawings (Plans & GIS)									0	\$ -	\$ -	\$ -	
10.4	Address comments from Design Consultant Teams and Finalize									0	\$ -	\$ -	\$ -	
10.5	Standards Review Meeting									0	\$ -	\$ -	\$ -	
Task 11 - Engineering Design Management														
Task 12 - Quality Assurance														
Task 13 - Electrical Power Planning														
Task 14 - Permit Coordination/Tracking														
Task 15 - Procurement and Construction Phase Services														
Task 16 - Project Administration														
16.1	Invoicing							10		10	\$ 950	\$ -	\$ 950	
16.2	Project Management	2	8	1						11	\$ 2,615	\$ -	\$ 2,615	
Task 17 - Other Services														
Task 18 - Environmental Construction Phase Services														
Grand Total											\$ 21,815	\$ 200	\$ 22,015	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

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

Background/Information

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

Attachment(s)

- Phase 1B Program Update – March 10, 2021
- Kimley-Horn Monthly Summary of Activities for January 2021

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
March 10, 2021

Kimley»Horn

Agenda

Ongoing Progress

Budget Update

Water Treatment Plant – Supplemental Services Request

Inline Elevated Storage Tanks – Final Design / Procurement Services

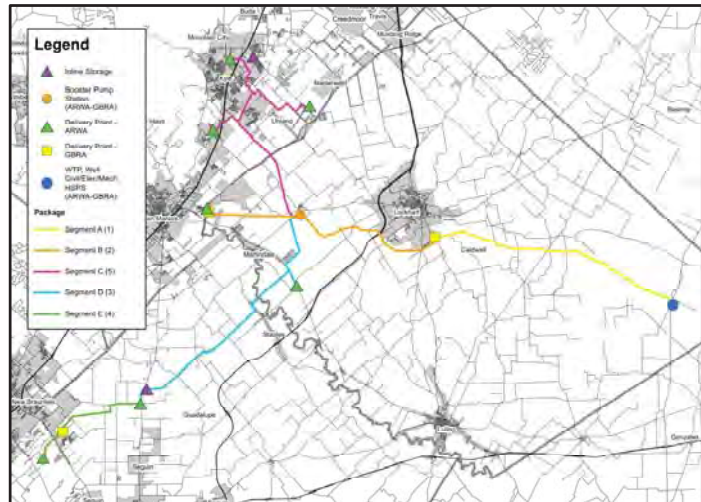


Kimley»Horn

Ongoing Progress

Design Milestone Review

- February
 - Pipeline Segment B (100%)
 - Pipeline Segment D (100%)
- April
 - Pipeline Segment C (90%)
 - Pipeline Segment E (90%)



Kimley»Horn

Ongoing Progress

Texas Water Development Board Update

- Submittals Under Review
 - Segment A
 - Engineering Feasibility Report
 - Environmental Data Report – Anticipate comments 3rd week of March
 - Water Treatment Plant
 - Final Design Submittal – Draft comments received
- Release of Funds
 - None Submitted Currently
 - Upcoming ROF Request in next 1-2 Months for Procurement, Land Acquisition, and Others



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Pipeline Easement Acquisition Status

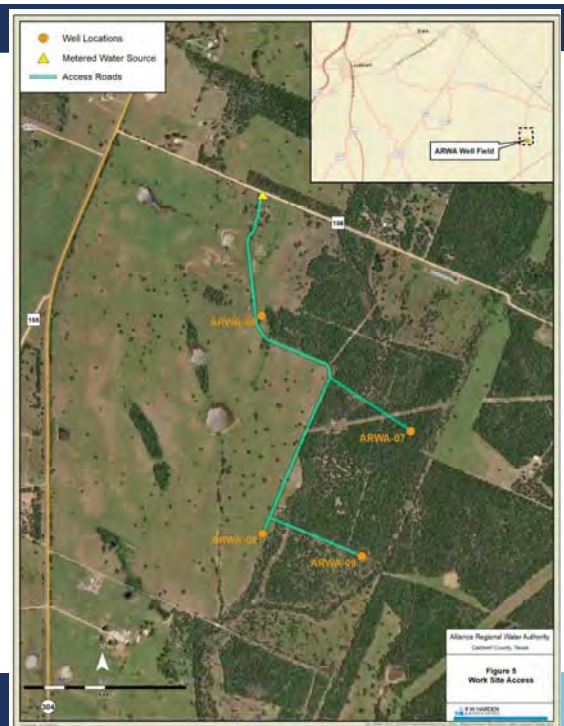
Pipeline Segment	Number of Parcels	Appraisals Prepared	Initial Offer Letter Delivered	Final Offer Letter Delivered	Final Offers Outstanding	Purchase Agreement Signed / Possession Obtained	Approved for Condemnation
A	39	39	39	25	0	24	17
B	53	53	53	37	6	6	34
D	58	58	57	36	10	14	17
C	79	16	15	10	62	5	10
E	38	29	25	13	20	3	0
Wellfield	20	3	3	0	—	0	0
Total	287	198	192	121	98	52	78



Kimley»Horn

Well Drilling Construction Progress

- Actual Progress (last 30 days)
 - Sites No. 8 and 9
 - Complete and pending preliminary lab results
 - Site No. 7
 - Pump efficiency is at 64%, still below the minimum 70%. Continued bailing to increase efficiency
 - Site No. 6
 - Test pump is set up and performing preliminary tests
- Anticipated Progress (next 30 days)
 - Site No. 6 and 7
 - Perform pumping tests
 - Water sampling



Well Field Construction Update

Photo Credit:
Jim Tolles



Well No. 6
Pumping for
Development



Well No. 7
Bailing Discharge



Kimley»Horn

Well Field Construction Update

Photo Credit:
Jim Tolles



Well No. 7
Bailing for Development



Well No. 7
Bailing for Development



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Budget Update



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COST UPDATES BASED ON JANUARY MILESTONE SUBMITTALS

	Construction Package	ORIGINAL (FEB. 2019) ARWA Total Projected Cost	REVISED ARWA Total Projected Cost	DIFFERENCE
Submittal (%)	Combined Program Infrastructure			
100	Water Treatment Plant	\$ 24,500,000	\$ 26,300,000	\$ 1,800,000
90	SCADA Fiber Backbone	\$ 900,000	\$ 400,000	(\$ 500,000)
100	Booster Pump Station & GBRA Meter Stations	\$ 15,300,000	\$ 12,600,000	(\$ 2,700,000)
30	Inline EST (South)	\$ 3,600,000	\$ 3,600,000	\$ 0
100	Pipeline Segment A	\$ 28,600,000	\$ 25,600,000	(\$ 3,000,000)
100	Pipeline Segment B	\$ 29,400,000	\$ 32,500,000	\$ 3,100,000
90	Pipeline Segment D	\$ 36,300,000	\$ 36,700,000	\$ 400,000
60	Pipeline Segment E	\$ 9,500,000	\$ 9,200,000	(\$ 300,000)
	Subtotal	\$148,100,000	\$146,900,000	(\$ 1,200,000)
	ARWA-Only Infrastructure			
Const.	Wellfield	\$ 3,800,000	\$ 3,100,000	(\$ 700,000)
90	Water Treatment Plant	\$ 2,600,000	\$ 2,600,000	\$ 0
90	ARWA Delivery Points	\$ 6,100,000	\$ 5,500,000	(\$ 600,000)
30	Inline EST (North)	\$ 5,400,000	\$ 6,600,000	\$ 1,200,000
90	Raw Water Infrastructure	\$ 7,400,000	\$ 10,200,000	\$ 2,800,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000	(\$ 100,000)
60	Pipeline Segment C	\$ 64,500,000	\$ 62,600,000	(\$ 1,900,000)
60	Pipeline Segment E	\$ 6,700,000	\$ 10,100,000	\$ 3,400,000
	Subtotal	\$100,800,000	\$104,900,000	\$ 4,100,000
	Total	\$248,900,000	\$251,800,000	\$2,900,000
	Contingencies	\$65,900,000	\$42,500,000	(\$23,400,000)
	Total with Contingencies	\$314,800,000	\$294,300,000	(\$20,500,000)

FEBRUARY 2021 UPDATE

CHANGE FROM
JANUARY UPDATE =

\$3,100,000 TOTAL

Consulting Services



Kimley»Horn

Water Treatment Plant

Supplemental Services Request:

- General Engineering Design
 - High Service Pump Station
 - Value Engineering
 - Significant Adjustments in Final Design
- SCADA, Fiber & Security Design
- Procurement Phase Services

Engineering Design / SCADA Lump Sum Fee = \$192,459.00

Procurement Phase Services (Time & Materials) = \$156,471.00



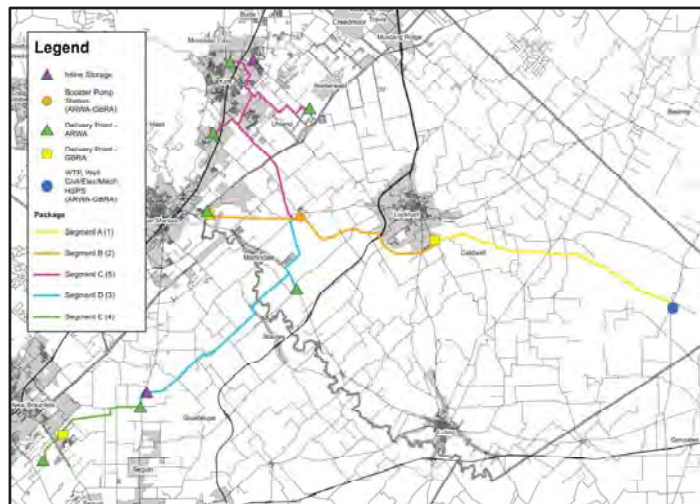
Kimley»Horn

Inline Elevated Storage Tanks

Design Consultant – Plummer

Infrastructure Summary

- Two Elevated Storage Tanks
- Tank Mixing Systems
- Electrical, Instrumentation, & SCADA
- Site Improvements (grading, drainage, access/parking, yard piping)
- Opinion of Probable Construction Cost = \$11.2 million



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Inline Elevated Storage Tanks

Basic Services Scope to include (Lump Sum):

- 60%, 90%, and 100% Design
- Site Civil, Mechanical, Electrical, Instrumentation
- Design Survey, Geotechnical, and Subsurface Utility Exploration
- Agency Coordination / Permitting – City of Kyle, Guadalupe County, TxDOT, GVEC, PEC, TCEQ
- Procurement Phase Services
- Does not include Construction Phase Services



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Inline Elevated Storage Tanks

Supplemental Services:

- Additional Survey, SUE, & Geotechnical Services
- Eminent Domain Support
- General Engineering Design

Total Basic Services Lump Sum Fee = \$433,744.00

Total Supplemental Services Budget = \$65,887.00



Kimley»Horn

Questions?



Kimley»Horn

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: 068706603-0121
 Invoice Date: Jan 31, 2021
 Invoice Amount: \$ 234,764.09
 Project No: 068706603
 Project Name: ARWA PROGRAM YEAR 3
 Project Manager: SOWA, RYAN

Work Order No. 4
 Duration: March 2020 - Feb. 2021

Invoice Duration: Jan. 1, 2021 to Jan. 31, 2021

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706602.3-18174890

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	49,374.00	3,547.80	3,502.80	45.00
STAKEHOLDER COORDINATION	312,436.00	244,542.22	226,812.22	17,730.00
BUDGETTING	119,180.00	112,508.20	108,236.00	4,272.20
SCHEDULE	98,555.00	86,252.60	78,553.60	7,699.00
REPORTING	48,920.00	37,827.50	34,647.50	3,180.00
DATA MANAGEMENT	119,291.00	66,301.67	63,361.87	2,939.80
ENVIRONMENTAL MANAGEMENT	162,199.00	130,916.00	119,659.38	11,256.63
LAND ACQUISITION MANAGEMENT	510,978.00	532,720.62	488,252.10	44,468.51
TEXAS WATER DEVELOPMENT BOARD MANAGEMENT	66,260.00	58,012.22	53,289.22	4,723.00
DESIGN STANDARDS	339,134.00	380,148.60	335,047.10	45,101.50
ENGINEERING DESIGN MANAGEMENT	774,030.00	769,652.24	715,624.49	54,027.75
QUALITY ASSURANCE	48,021.00	30,401.00	26,851.00	3,550.00
ELECTRICAL POWER PLANNING	72,514.00	54,446.78	51,772.23	2,674.55
PERMIT COORDINATION/TRACKING	46,899.00	31,011.75	25,004.75	6,007.00
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	29,213.00	15,902.18	15,209.18	693.00
PROJECT ADMINISTRATION	57,076.00	37,027.70	32,595.80	4,431.90
OTHER SERVICES	256,342.00	174,493.32	152,529.07	21,964.25
Subtotal	3,110,422.00	2,765,712.39	2,530,948.30	234,764.09
Total COST PLUS MAX				234,764.09

Total Invoice: \$ 234,764.09

If you have questions regarding this invoice, please call Jessica Olivarez at (972) 770-1352.

March 05, 2021

Project Monthly Summary

February 2021 Tasks Performed:

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

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

- Task 4 – Schedule
 - Prepared and presented the quarterly Schedule Update for the Technical Committee and Project Advisory Committee.
 - Revised Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinated with Program team to integrate each project schedule into overall Program schedule. Developed the monthly Program schedule summary.

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

- Task 7 – Environmental Management
 - Coordinated the Segment B Hazmat Phase II report prepared by the Environmental Consultant submission to the agencies for review.
 - Reviewed of the Segment D Hazmat Phase II report prepared by the Environmental Consultant.
 - Continued coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Coordinated with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.

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

- Coordinated with the Program Environmental Consultant to prepare a proposal for additional field work needs given the United States Army Corps of Engineers comments.
- Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments C and E.
- Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.

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

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

- Task 10 – Design Standards
 - Review and address comments received from the Design Consultants and CMI team concerning the Front End Documents.
 - Review and address comments received from the Design Consultants and CMI team concerning the Pipeline Construction Standards.
 - Finalized the Cathodic Protection Program Standards given feedback from the Design Consultants.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A

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

- Continued coordination with Design Consultant for final design.
 - Segment B
 - Finalized review the Segment B 100% design submittal prepared by the Design Consultant.
 - Attended the Segment B 100% Design Workshop.
 - Continued coordination with Design Consultant for final design.
 - Segment C
 - Continued coordination with Design Consultant for final design.
 - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment D
 - Reviewed the Segment D 100% design submittal prepared by the Design Consultant.
 - Attended the Segment D 100% Design Workshop.
 - Continued coordination with Design Consultant for final design.
 - Segment E
 - Continued coordination with Design Consultant for final design.
- Wellfield:
 - Continued coordination regarding the construction for Wells 6-9.
- Raw Water Infrastructure:
 - Continued coordination with Design Consultant for final design development.
- Water Treatment Plant:
 - Reviewed the additional 100% design submittal prepared by the Design Consultant.
 - Continued coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for final design.
 - Finalized and submitted the Final 100% Engineering Documents for advertisement approval to the TWDB.
- Booster Pump Station:
 - Coordinated with Design Consultant for final design.
- Inline Elevated Storage Tanks:
 - Finalized review of the 30% EFR prepared by the design consultant.
 - Began coordination with Design Consultant for scoping of final design phase services.
 - Continued coordination with Design Consultant for 30% design development.
- Other:

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

- 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
 - Coordinated with GVEC regarding power correction factor requirements for the WTP and wellfield.
 - Continued coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continued Permit coordination with Pipeline Consultants.
 - Continued coordination with Caldwell County concerning variance request for the Site Development Permit.
 - Continued coordination with Caldwell and Guadalupe County TxDOT offices concerning roadway crossings.
 - Continued General Coordination with TxDOT.
 - Continued General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 16 – Other Services
 - Continued evaluation of the Procurement Process.
 - Continued addressing ARWA’s comments to finalize the additional solar analysis and memo.
 - Commissioning Planning
 - Continued evaluating the commissioning of the Phase 1B infrastructure.

March 2021 Projection:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continue weekly task coordination with Alliance Water.
 - Prepare and present Project Advisory Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Provide a monthly budget update for the Board meeting.

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

- Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Continue development of projected Operation and Maintenance costs and address feedback received from ARWA.
- Task 4 – Schedule
 - Provide a schedule quarterly update presentation to the Board.
 - Revise the Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinate with Program team to integrate each project schedule into overall Program schedule.
- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for right-of-entry process and alignment changes.
- Task 7 – Environmental Management
 - Finalize review of the Segment B Hazmat Phase II report prepared by the Environmental Consultant.
 - Continue coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Coordinate with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment C and E.
 - Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
 - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
 - Continue coordination between Program Environmental Consultant and Design Engineers.
 - Review Program Environmental invoices, schedule, and risk log.
- Task 8 – Land Acquisition Management
 - Coordinate the appraisal process for Segment C, D, E, and W parcels.
 - Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.

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

- Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
- Continue field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
 - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
- Task 10 – Design Standards
 - Finalize and distribute the Front End Documents.
 - Finalize and distribute the Pipeline Construction Standards.
 - Finalize the Cathodic Protection Program Standards.
- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Finalize and submit the Final 100% Engineering Documents for advertisement approval to the TWDB.
 - Continue coordination with Design Consultant for final design.
 - Segment B
 - Continue coordination with Design Consultant regarding for final design.
 - Segment C
 - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Continue coordination with Design Consultant for final design.
 - Segment D
 - Continue coordination with Design Consultant for final design.
 - Segment E
 - Continue coordination with Design Consultant for final design.
 - Wellfield:
 - Continue coordination regarding the construction of Wells 6-9.
 - Raw Water Infrastructure:
 - Continue coordination with Design Consultant regarding for final design.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continue coordination with Design Consultant for final design.

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

- Booster Pump Station:
 - Coordination with Design Consultant for final design.
- Inline Elevated Storage Tanks:
 - Coordination with Design Consultant for 60% design development.
- Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
 - Review invoices, schedules, and risk logs for consultants
- Task 13 – Electrical Power Planning
 - Continue coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continue coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continue Permit coordination with Pipeline consultants
 - Coordinate with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.
 - Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - General Coordination with GVEC and BBEC.
 - Permit Tracking Log Updates.
- Task 16 – Other Services
 - Finalize the Procurement Process, including a comparison of the Competitive Sealed Proposal and Pre-Qualified processes for ARWA’s review and feedback.
 - Finalize additional solar analysis and memo to address ARWA’s comments.
 - Commissioning Planning
 - Finalize the evaluation of the Phase 1B infrastructure commissioning for ARWA’s review.
 - Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

Scope Elements Added/Removed:

None at this time.

Outstanding Issues/Concerns:

None at this time.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

H.5 Update, discussion and possible direction to Staff regarding the Authority's Phase 1B Program Schedule. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

Background/Information

Attached is a presentation update on the schedule for the Phase 1B Program.

Next Step(s)

- Phase 1B Program Schedule Update March 10, 2021

Board Decision(s) Needed:

- Possible direction to Staff.



Phase 1B Program
Schedule Update
Board of Directors Meeting
March 10, 2021

Kimley»Horn

Schedule Update

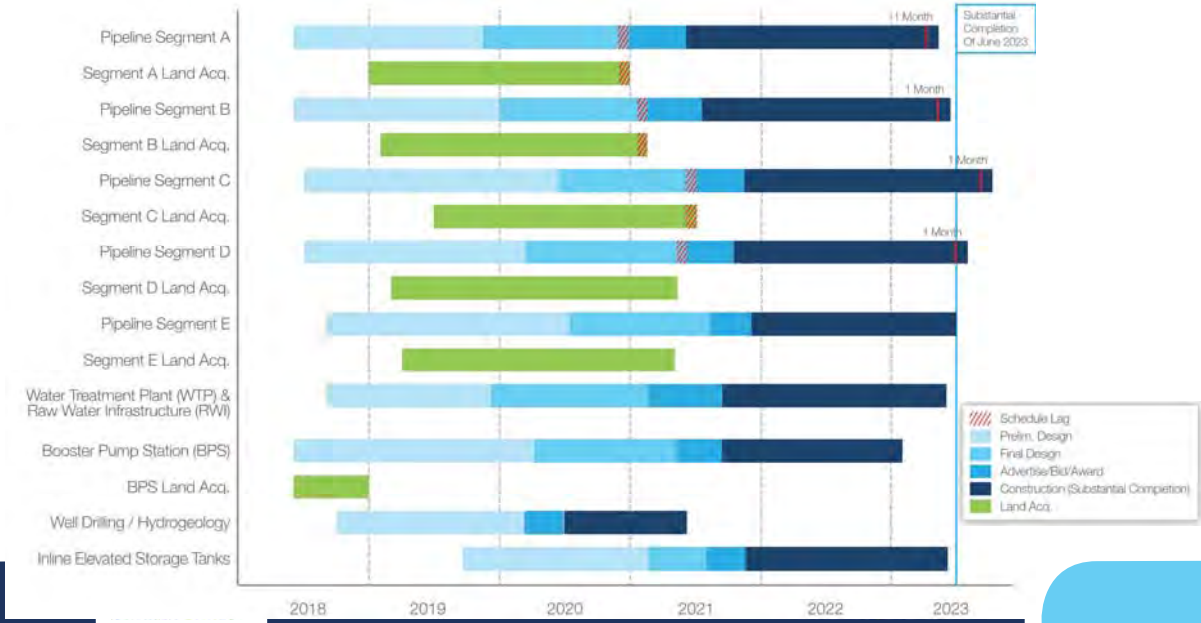
Developments Since Last Update

- TCEQ Exception Requests
 - Water Treatment Plant – extended review process
 - Booster Pump Station & Delivery Points – continued coordination
- Easement Acquisition
 - TWDB – clarification on easement acquisition and project procurement
 - Commissioners Hearings
- US Army Corps of Engineers Permit Delays
 - Segment A approval
- Construction Contract Duration Assessments
 - Segments A, B, and D – reduced from 24 months to 21 months
 - Segments C and E – under evaluation

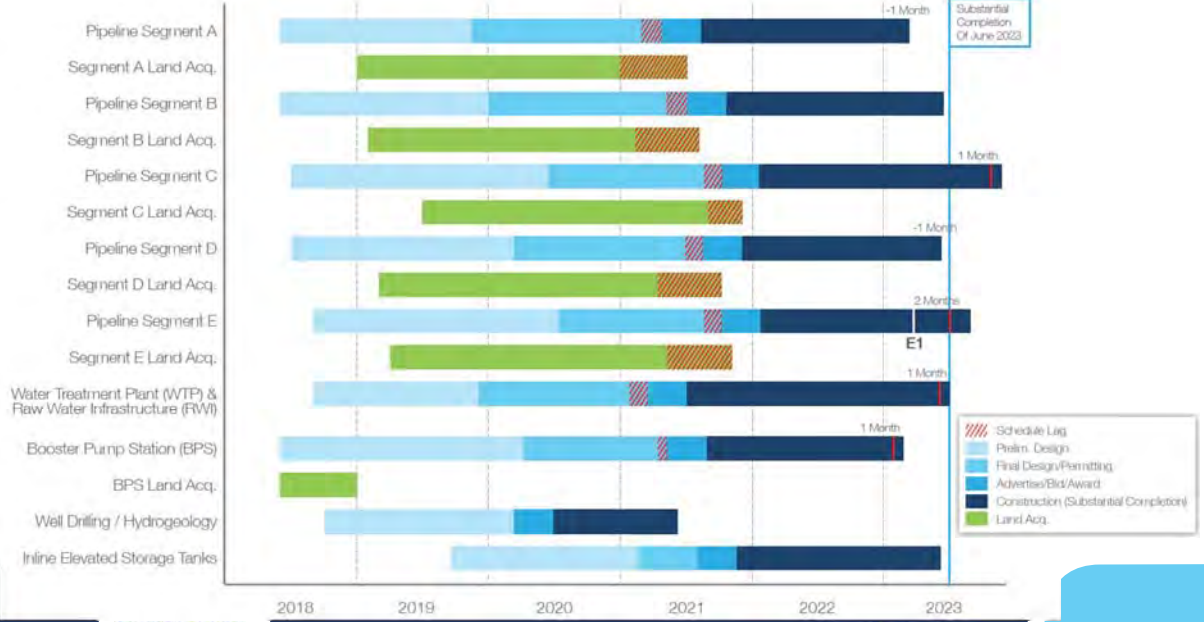


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Schedule Update – October 2020



Schedule Update – February 2020



Schedule Update

Transmission Pipelines – Segment A

- Net Gain of 1 Month
- Current Key Risks:
 - TWDB review durations
 - Land acquisition – land sales/subdividing, scheduling of hearings
- Mitigation
 - Continual check-ins with TWDB
 - Expedited decisions/input on land acquisition

Transmission Pipelines – Segment B

- No Change Overall
- Current Key Risks:
 - TWDB review durations
 - Land acquisition – land sales/subdividing, scheduling of hearings
- Mitigation
 - Continual check-ins with TWDB
 - Expedited decisions/input on land acquisition

Transmission Pipelines – Segment C

- Net Delay of 1 Month
- Current Key Risks:
 - Alignment Confirmation – landowner realignment requests
 - Land acquisition – land sales/subdividing, scheduling of hearings
- Mitigation
 - Continual landowner coordination
 - Expedited decisions/input on land acquisition
 - “Opinion of Value” to expedite strategic initial offer letters

Transmission Pipelines – Segment D

- Net Gain of 1 Month
- Key Risks:
 - TWDB review durations
 - Land acquisition – land sales/subdividing, scheduling of hearings
- Mitigation
 - Continual check-ins with TWDB
 - Expedited decisions/input on land acquisition



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Schedule Update

Transmission Pipelines – Segment E

- Net Delay of 2 Months
- Current Key Risks:
 - Alignment Confirmation – landowner realignment requests
 - Land acquisition – land sales/subdividing, scheduling of hearings
- Mitigation
 - Continual landowner coordination
 - Expedited decisions/input on land acquisition
 - “Opinion of Value” to expedite strategic initial offer letters

Water Treatment Plant & Raw Water Infrastructure

- Delay of 1 Month
- Current Key Risks:
 - TCEQ/TWDB review durations
- Mitigation
 - Continual check-ins with TCEQ/TWDB
 - Expedited responses to comments

Booster Pump Station & Delivery Points

- Delay of 1 Month
- Current Key Risks:
 - TCEQ/TWDB review durations
- Mitigation
 - Continual check-ins with TCEQ/TWDB
 - Expedited responses to comments

Well Drilling Construction

- Contractor on Schedule

Inline Elevated Storage Tanks

- No Change Overall



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Schedule Update

Pipeline Easement Acquisition

- Issues to Date:
 - Alignment Confirmation Process
 - Right-of-entry process
 - Design concerns
 - Land Sales
 - Development Coordination



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Schedule Update

Pipeline Easement Acquisition – Initial Offer Status

Pipeline Segment	Initial Offers Remaining (Overall)	Initial Offers Remaining (Combined Program)	Projected Delivery of Last Initial Offer Letter
A	0	0	January 2021 (complete)
B	0	0	February 2021
C	64	0	June 2021
D	1	1	March 2021
E	15	2	April 2021
W	20	0	August 2021
TOTAL	100	6	



Kimley»Horn

Schedule Update

Pipeline Easement Acquisition – Path Forward

- TWDB Approval to Extend into Procurement Phase

Process Step	Duration	Notes
Prepare & Deliver Initial Offer Letter	7 days	Last initial offer letter date as indicated on prior slide. "Opinion of Value" to expedite strategic initial offer letters.
Negotiate & Communicate with Owner	30 days	
Prepare Final Offer Letter / Negotiate & Communicate with Owner	15 days	
Board Approval of Condemnation	--	Typically occurs after final offer letter negotiations, but for last remaining parcels will occur prior/concurrently
Submit Hearing Request	15 days	
Special Commissioners Hearing	60 days	
Deposit for Possession	30 days	



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Schedule Update

Pipeline Easement Acquisition – Path Forward

- Key Risks
 - Land Sales
 - Scheduling of Commissioners Hearings



Kimley»Horn



Questions?



Kimley»Horn

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.6** Consider adoption of Resolution 2021-03-10-004 approving Supplemental Amendment #4 to Work Order #3 with Walker Partners, LLC for additional Design Phase and Bid Phase Services for the Phase 1B Water Treatment Plant Project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

Background/Information

Alliance Water entered into Work Order #3 with Walker Partners in January 2020 for the Final Design of the Phase 1B Water Treatment Plant project. The Work Order included \$633,388 in Supplemental Services that were anticipated to be necessary as the design and bidding phase progressed. \$193,971 of the supplemental services have previously been authorized for use by Walker Partners, leaving \$439,417 remaining.

The attached resolution would authorize an additional \$348,930 split between design phase and procurement phase services. The design phase services would be on a lump sum basis and the procurement phase services would be on a time and material basis. Below are more details:

Task	Description	Fee
12.3.1	Div 0 & 1 Specification Coordination	\$20,110.00
12.3.2	High Service Pump Station & Generator Design Iterations	\$19,195.00
12.3.3	Value engineering of Flow Equalization Basin, plant drives, piping, etc.	\$41,262.00
12.3.4	Additional drawings for final design	\$51,745.00
12.5	SCADA, Fiber & Security Design Coordination	\$60,147.00
	Total Lump Sum	\$192,419
12.13	Procurement	\$156,471
	Total T&M	\$156,471
	TOTAL	\$348,930

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

As part of the approval of Work Order #3, the Board required that any supplemental amendment that exceeds \$50,000 would require Board approval.

The scope and fee were not ready in time to discuss with the Technical Committee, so there is no recommendation from the committee. Staff is requesting approval of this supplemental amendment now so that schedules are not delayed.

Attachment(s)

- Resolution 2021-03-10-004
- Proposal for Additional Design Efforts and Procurement for the Phase 1B Water Treatment Plant Project dated March 5, 2021.

Board Decision(s) Needed:

- Adoption of Resolution 2021-03-10-004 approving Supplemental Amendment #4 to Work Order #3 with Walker Partners, LLC for Additional Design and Bid Phase Services for the Phase 1B Water Treatment Plant Project.



ALLIANCE WATER

RESOLUTION NO. 20210310-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING SUPPLEMENTAL AMENDMENT #4 TO WORK ORDER #3 BETWEEN THE AUTHORITY AND WALKER PARTNERS, LLC FOR ADDITIONAL DESIGN PHASE AND BID PHASE SERVICES FOR THE AUTHORITY’S PHASE 1B WATER TREATMENT PLANT PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the “Authority”) entered into Work Order #3 with Walker Partners, LLC (“Walker Partners”) for final design services of the Phase 1B Water Treatment Plant project in January 2020.
2. It was noted in Work Order #3 that a supplemental amendment would be required in order to complete the Bid Phase Services and any Supplemental Design Phase Services for the Phase 1B Water Treatment Plant project.
3. The Authority Board of Directors required that any supplemental amendment that exceeds \$50,000 would require Board approval.
4. The scope of services and fee for the supplemental amendment was negotiated by the Executive Director and the Owner’s Representative on behalf of the Authority.

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

SECTION 1. The attached supplemental amendment for additional design phase and bid phase services for the Phase 1B Water Treatment Plant between the Authority and Walker Partners is approved. The additional design fee shall be payable on a lump sum basis of \$192,419 and the bid phase services shall be payable on time and material basis not-to-exceed \$156,471.

SECTION 2. The Authority’s Executive Director, Graham Moore, is authorized to execute the supplemental amendment on behalf of the Authority.

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

ADOPTED: March 10, 2021.

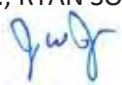
ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



PROPOSAL FOR SUPPLEMENTAL WORK

TO: GRAHAM MOORE, P.E.; RYAN SOWA, P.E.
FROM: JOSEPH JENKINS, P.E. 
SUBJECT: WORK ORDER No. 3 – ADDITIONAL DESIGN EFFORTS AND PROCUREMENT
SUPPLEMENTAL SERVICES REQUEST No. 4_Rev 4
DATE: 03/05/2021
CC: MARISA VERGARA, P.E.

Work Order No. 3 includes the following supplemental tasks for which additional scope and fee are being requested. The following describes new scope items not included in Walker Partners current approved tasks or scope items that are in addition to and build on existing scope items:

12.3 General Engineering:

1. Division 0 and Division 1 ARWA Program specification development. Agreement assumes Owner’s representative responsible for project manual front end documents. This task accounts for additional coordination meetings and revisions to specs as changes are being provided by Program.
2. HSPS & generator design iterations (revisions from 4 to 3 high service pumps and adjustments to generator sizing – based on Program direction for current system curve)
3. Value engineering re-design and coordination
 - a. Addition of flow equalization basin and corresponding submersible pumps
 - b. Plant access drive revisions resulted in revised site grading & drainage and corresponding cost estimate updates
 - c. Yard piping and yard valve route changes, removal of bypass lines, revised valves from gate to butterfly valves per Program direction
 - d. Design adjustment to account for surge recommendations. Surge report was delayed due to waiting on waterline and booster pump station plan delivery. WTP design was required to move ahead with assumptions in order to maintain project schedule.

4. Drawings: Additional sheets required for final design requirements. Initial sheet count was 382. Plans consist of 457 sheets. Several of the additional sheets were due to the addition of cross-discipline coordination items. Civil additions due to merging water treatment plan and raw water infrastructure projects. Mechanical additions due to value engineering of solids handling to add the flow equalization basin, additional filter sheets to provide high and lower elevation details to accommodate filter piping revisions, generating blower room sheets for moving blowers into room at the filter complex, generation of corresponding mechanical details and detail sheets.
 - a. Civil has 71 additional sheets
 - b. Process Mechanical has 18 additional sheets

12.5 SCADA, Fiber, and Security Design & Coordination:

1. Design and coordination for equipment control - PLCs, RTUs, and pump controllers
2. Design drawing and specification coordination for 100% and advertisement documents
3. SCADA coordination meetings (2 additional meetings)
4. Booster Pump Station SCADA & Security Coordination and Meetings
5. GBRA SCADA integration & coordination on canopy location, plan review, and instrumentation
6. Security meetings (3 meetings)
7. Security design integration – review and comments on Program guidelines, added design coordination to accommodate Program revisions to specs.
8. Fiber coordination and meetings (Program plan sheet assembly and 4 additional meetings)
9. Seg A fiber coordination (routing revisions) with LNV and SKE
10. Generation of process control loop descriptions (technical specification section 40 61 96) with design set points. This information is required prior to advertising the project. p

12.13 Procurement:

Procurement (Request for Competitive Sealed Proposal (RFCSP)). This task is will be authorized on a time and materials basis and includes:

- 12.13.1 Prepare addenda and Clarifications
- 12.13.2. Participate in and document Pre-Proposal Conference
- 12.13.3. Attend Proposal Opening
- 12.13.4. Review Contractors' Proposals
- 12.13.5. Perform Contractor References Check
- 12.13.6. Confirm Contractor Experience
- 12.13.7. Prepare Recommendation for Award
- 12.13.8. Prepare Conformed Contract Documents

Level of effort for Procurement phase assumes that the competitive sealed proposal scoring workflow and panel have already been established and will be coordinated by the Owner/Owners Representative.

Upon review of the additional scope provided above and in comparing with the basic and supplemental service scope and fee provided in the agreement, we are requesting the following:

12.3	General Engineering Design (Lump Sum)	Requested Amount
12.3.1	DIV 0 and DIV 1 ARWA Program specification development	\$20,110.00
12.3.2	HSPS & generator design iterations (revision from 4 to 3 HSPs and adjustments to generator sizing – based on Program direction on latest system curve)	\$19,195.00
12.3.3	Value engineering re-design and coordination (addition of FEB Basin & FEB pumps, plant access drive, piping). Design adjustment to facilitate surge analysis outcome.	\$41,262.00
12.3.4	Drawings: Additional sheets required for final design requirements.	\$51,745.00

General Engineering Subtotal: \$132,312.00

12.5	SCADA, Fiber, and Security Design & Coordination Subtotal (Lump Sum)	Requested Amount
	SCADA, Fiber, and Security Design & Coordination	\$60,147.00

SCADA, Fiber, and Security Design & Coordination Subtotal: \$60,147.00

12.13	Procurement (Time and Materials) ¹	Requested Amount
	Walker Partners	\$107,752.00
	LNV	\$28,130.00
	Kanetzky	\$16,160.00
	10% Subconsultant Markup	\$4,429.00

Supplemental Subtotal: \$156,471.00

Total: \$348,930.00

Notes:

1. Assumptions:

- All meetings to be held in the immediate vicinity of Project (Travis, Hays, or Caldwell Co.)
- Permitting, review and advertisement fees are not included
- General Engineering and Alternative Bidding of Combined Packages scope and fee determined through supplemental agreement process and listed fee is budgetary only
- Owner’s representative will post or otherwise distribute RFCSP addenda and clarifications and conduct pre-bid meeting, including developing agenda, and WP will participate in the meeting as requested
- Owner’s representative will receive and distribute all Contractor questions during procurement process and will coordinate TWDB procurement approvals and construction contract execution
- Additive or deductive bid alternates are not included

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.7** Consider adoption of Resolution 2021-03-10-005 approving Work Order #2 with Alan Plummer & Associates, Inc. for Final Design of the Phase 1B Inline Elevated Storage Tanks. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

Alliance Water entered into a Work Order in June 2019 with Alan Plummer & Associates, Inc. (Plummer) to provide preliminary engineering services for the Phase 1B Inline Elevated Storage Tank project. The preliminary design is almost complete and in order to maintain progress, Staff has negotiated a scope and fee with Plummer to provide final design and procurement services for the Inline Elevated Storage Tank project. Construction phase services will be negotiated at a later date and will be authorized via a separate work order.

Below are some of the key facts regarding the Inline Elevated Storage Tank proposal:

Firm: Alan Plummer & Associates, Inc.

Fee: \$499,631

Work Order Type: Lump Sum

Anticipated Duration: 12 months

Project Manager: Hannah Frels, P.E.

Key Subconsultants: K Friese & Associates (Permitting) & Arias (Geotechnical)

Staff is requesting that the Committee recommend Board approval of a Work Order with a fee for the basic services of \$433,744 and a fee for supplemental effort in an amount not-to-exceed \$65,877 for a total fee of \$499,631. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2021-03-10-005
- Proposal for Design and Procurement for Phase 1B Inline Elevated Storage Tanks Project dated March 4, 2021.

Board Decision(s) Needed:

- Adoption of Resolution 2021-03-10-005 approving Work Order #2 with Alan Plummer & Associates, Inc., Inc. for Final Design Services for the Authority's Phase 1B Inline Elevated Storage Tank Project.



ALLIANCE WATER

RESOLUTION NO. 20210310-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #2 BETWEEN THE AUTHORITY AND ALAN PLUMMER & ASSOCIATES, INC. FOR FINAL DESIGN SERVICES RELATED TO THE AUTHORITY'S PHASE 1B INLINE ELEVATED STORAGE TANK PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Alan Plummer & Associates, Inc. ("Plummer") for professional engineering services and related matters in June 2019.

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 Plummer for preliminary design services for the Authority's Phase 1B Inline Elevated Storage Tank Project (the "Project") in June 2019.

4. The preliminary design for the Project is almost complete and the Authority needs to progress the effort through final design and procurement.

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 Plummer.

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

SECTION 1. The attached work order for Final Engineering Design Services for the Project between the Authority and Plummer is approved with a total fee of \$433,744.

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 amendments to the work order not to exceed \$65,877.

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

Resolution 20210310-005
Phase 1B BPS Final Design & Procurement

ADOPTED: March 10, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Alliance Regional Water Authority – Phase 1B Inline Elevated Storage Tanks

SCOPE OF SERVICES

BASIC SERVICES

BASIC SERVICES for the Alliance Regional Water Authority (Program) Elevated Storage Tanks project shall include the following tasks, to be completed by Plummer Associates, Inc. (ENGINEER). The proposed elevated storage tanks (EST) shall be located on Pipeline Segment C and Pipeline Segment D of the Program’s transmission system. There shall be one EST per segment (2 tanks total). Both ESTs construction projects shall bid on as a single project. The ESTs will be built by a single contractor with one construction project resulting in two finished tanks. The ESTs will provide pressure maintenance for the two separate pipeline segments of the Program’s system.

Any tasks not specifically identified under BASIC SERVICES shall be considered SPECIAL SERVICES and must be separately authorized by the Program (CLIENT).

SCOPE	FEE
Basic Services Total	
Basic Engineering Services	\$287,625
Survey and Geotechnical	\$135,901
Supplemental Services Total	\$65,887
Reimbursable Expenses	\$10,218
Project Total	\$499,631

** Alliance Water will directly pay all fees required for Zoning, Subdivision Applications, Construction Plans, Platting, and other Permitting. These fees are not included the costs presented above.*

1. Project Management

- 1.1. Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan
- 1.2. Schedule Development and monthly updates (detailed design phase through construction)
 - 1.2.1. Schedule shall be in Microsoft Project format
- 1.3. Risk Register development and monthly updates
 - 1.3.1. Risk Register shall be in Microsoft Excel format
- 1.4. Meetings
 - 1.4.1. Conduct Progress Meetings with Owner’s Representative (18 meetings)
 - 1.4.2. Prepare and distribute meeting notes
 - 1.4.3. Quality Control Audit (1 workshop)

2. Environmental Coordination

- 2.1. Review Final Environmental Document for applicable project and develop Construction Documents based on findings.
- 2.2. Incorporate recommendations from Environmental into Contract Documents
- 2.3. Meetings
 - 2.3.1. Conduct coordination meeting with Environmental Consultant to discuss the Final Environmental Report and incorporation of recommended items into contract documents for applicable project
 - 2.3.2. Prepare and distribute meeting notes

3. Land Acquisition Coordination

- 3.1. Provide Program with right-of-entry needs for final design phase
- 3.2. Easement Development
 - 3.2.1. Review and comment on draft and final easement exhibits to verify that the exhibit reflects the intent of the Design.
 - 3.2.2. Update Parcel Data Forms and easement exhibits, including environmental findings
 - 3.2.2.1. Include deed sketch exhibit for each parcel.
- 3.3. Meetings
 - 3.3.1. Coordination with Land Acquisition team to address easement items

4. Design Consultant Coordination

- 4.1. Elevated Storage Tank – Point Design Consultant
 - 4.1.1. Coordinate to confirm tie-in locations to elevated storage tanks
 - 4.1.2. Coordinate to confirm hydraulics, surge, pipe diameter, and pressure class
 - 4.1.3. Coordinate with the Segment C consultant for the location of the access road and construction sequencing for the North Tank.

5. Entity/Agency Coordination

- 5.1. Develop and submit applicable permits
 - 5.1.1. North Tank Permitting
 - 5.1.1.1. City of Kyle Planning and Zoning - Preliminary and Final Platting
 - 5.1.1.2. Pedernales Electrical Cooperative
 - 5.1.2. South Tank Permitting
 - 5.1.2.1. City of Seguin Planning and Zoning - Preliminary and Final Platting
 - 5.1.2.2. Guadalupe County
 - 5.1.2.3. Guadalupe Valley Electrical Cooperative
 - 5.1.2.4. Texas Department of Transportation
 - 5.1.2.4.1. Driveway Permit
 - 5.1.2.5. Federal Aviation Administration
- 5.2. Texas Commission on Environmental Quality (TCEQ) Chapter 290.43 Rules and Regulations for Water Storage

6. Design Survey

- 6.1. (a) Topographic – North Tank Site Only; (b) Boundary Survey for Platting Purposes – North Tank Site Only (City of Kyle).
- 6.1.1. Topographical Survey. Perform topographical survey for the North Tank Site assuming that the tank site will be approximately 2.5 acres. Survey will horizontally and vertically locate all visible surface features on each tract such as existing structures, trees, edge of roadways, power poles/towers, fences, visible or marked utilities, drainage features, etc. Surveyor shall contact DigTess, OneCall, or other statewide utility locate company to mark existing utilities and incorporate all marked utilities into the design survey. Survey will identify existing trees on the site by marking location, measuring of size/diameter, species, and canopy extents in accordance with applicable local tree ordinances.
- 6.1.2. Boundary Survey. Research of existing recorded maps, surveys, land records, and other pertinent records shall be performed for the North Site in Hays County. Field work to collect property lines and easement lines necessary as well as two permanent benchmarks. Develop the final metes and bounds description based on the research and field work. Review and finalize the prepared plat for the North Site in the City of Kyle.
- 6.2. Topographic and Boundary surveys for the South Tank Site shall be provided by the Program. **The South Tank Site Boundary Surveyor Provider shall sign and seal the City of Seguin platting documents prepared under Task 5.1.2.**

7. Subsurface Investigations

- 7.1. Geotechnical Investigation
- 7.1.1. Provide geotechnical investigation services to the extent necessary to characterize the subsurface soils for the areas affected by this project. Scope to include the number of bores by depth, testing (varies), reporting, etc. We would expect the number of bores to be based on the following:
- North Tank Site: Four (x4) 60-FT deep equally spaced borings on anticipated support wall diameter plus one (x1) 85-FT deep boring at the tank center. Five (5) bores total.
 - South Tank Site: Four (x4) 80-FT deep equally spaced borings on anticipated support wall diameter plus one (x1) 100-FT deep boring at the tank center. Five (5) bores total.
- 7.1.2. The geotechnical report shall provide recommendations for each of the tank foundations as well as recommendations for the subsurface preparation for the facility roadways inside the fence line and pipe installation (trench backfill).

8. 60% Design Phase

- 8.1. Perform site visits as needed for 60% design
- 8.2. Design Tasks
- 8.2.1. Composite elevated storage tank with deep pile foundation
- 8.2.2. Mechanical mixing system for water quality
- 8.2.3. 24-inch diameter inlet/outlet line
- 8.2.3.1. North Tank: Approximately 50 LF
- 8.2.3.2. South Tank: Approximately 125 LF
- 8.2.4. Gate valves and control valve schematic

- 8.2.5. Rip-rap pad for drain pipe (tank overflow)
- 8.2.6. Intruder resistant fencing (6-ft fence with 3 strands of barb wire at the top) with sliding, electrically operated vehicle gate.
- 8.2.7. Permanent access driveway – Plan view (16-ft wide).
- 8.2.8. Temporary access driveway – North Tank only, Plan view: Approximately 2,000 LF
- 8.3. Construction Drawings
 - 8.3.1. Develop 60% Plan Set (in accordance with the ARWA Phase 1B Program Design Standards)
 - 8.3.1.1. General Sheets (Cover, Project Layout, General Notes, Quantities, etc.)
 - 8.3.1.2. Overall Dimensional Control Plan
 - 8.3.1.3. Develop 60% Drainage Plans for the North Tank per the City of Kyle Development requirements
 - 8.3.1.3.1. Determine the peak runoff rate from the 2-, 10-, 25-, and 100-year storms.
 - 8.3.1.3.2. Evaluate the water quality and detention requirements for the site.
 - 8.3.1.4. Survey Control sheets
 - 8.3.1.5. Contractor access sheets (including permanent access driveways, low water crossings, etc.)
 - 8.3.1.6. Plan and Profile sheets Identify scale of P&P sheets: 1"=50' H, 1"=5' V (22"x34" sheet); 1"=100' H, 1"=10'V (11"x17" sheet)
 - 8.3.1.7. Mechanical Plans and Sections
 - 8.3.1.8. Electrical and Instrumentation Sheets
 - 8.3.1.9. Erosion Control Sheets
 - 8.3.1.10. Standard Details (Provided by the Owner's Representative)
 - 8.3.1.11. Project Specific Details (as developed by the Design Consultant)
- 8.4. Preparation of Project Manual
 - 8.4.1. Development Table of Contents
 - 8.4.1.1. To include all ARWA Phase 1B Program standard specifications (Provided by the Owner's Representative), project specific specifications (Provided by the Design Consultant), and fiber specifications (Provided by the Owner's Representative)
- 8.5. 60% Opinions of Probable Construction Cost
- 8.6. Perform internal QC and address QC comments.
- 8.7. 60% Design Workshop
 - 8.7.1. Conduct 60% Design workshop to review the 60% Design Submittal
 - 8.7.2. Prepare and distribute meeting notes
- 8.8. Address comments provided by the Owner and Owner's Representative
- 8.9. 60% Design Phase Deliverables
 - 8.9.1. 60% Design Deliverables (plans and specifications)
 - 8.9.2. Draft Geotechnical Report
 - 8.9.3. Updated list of permits required for the project
 - 8.9.4. Updated Risk Register
 - 8.9.5. SUE Deliverables
 - 8.9.6. Updated Project Schedule
 - 8.9.7. Cathodic Protection Report
 - 8.9.8. 60% Design Letter

- 8.9.8.1. Documenting conformance to applicable AWWA and TCEQ standards conformance to ARWA standards, and documentation of any exceptions to these standards.
 - 8.9.9. 60% Design Review Workshop and meeting notes
 - 8.9.10. 60% Opinion of Probable Construction Cost (OPCC)
- 9. 90% Design Phase**
- 9.1. Perform site visits as needed for 90% design
 - 9.2. 90% Draft letter
 - 9.2.1. Documenting conformance to applicable AWWA and TCEQ standards, conformance to ARWA standards, and documentation of any exceptions to these standards.
 - 9.3. Construction Drawings
 - 9.3.1. Develop 90% Plan Set (in accordance with the ARWA Phase 1B Program Design Standards)
 - 9.3.1.1. Further Development of 60% Plan Set sheets
 - 9.3.1.1.1. General Sheets (Cover, Project Layout, General Notes, Quantities, etc.)
 - 9.3.1.1.2. Overall Dimensional Control Plan
 - 9.3.1.1.3. Survey Control Sheets
 - 9.3.1.1.4. Contractor Access Sheets (including permanent access driveways, low water crossings, etc)
 - 9.3.1.1.5. Plan and Profile Sheets
 - 9.3.1.1.6. Mechanical Plans and Sections
 - 9.3.1.1.7. Electrical and Instrumentation Sheets
 - 9.3.1.1.8. Erosion Control Sheets
 - 9.3.1.1.9. Standard Details (Provided by the Owner's Representative_
 - 9.3.1.1.10. Project Specific Details (as developed by the Design Consultant)
 - 9.3.1.2. Tree Preservation Plan
 - 9.4. Draft Project Manual
 - 9.4.1. To include all front-end documents, applicable specifications both provided by the Owner's Representative and specific to the project
 - 9.5. 90% Opinions of Probable Construction Cost
 - 9.6. Perform internal QC and address QC comments
 - 9.7. 90% Design Workshop
 - 9.7.1. Conduct 90% Design workshop to review the 90% Design Submittal
 - 9.7.2. Prepare and distribute meeting minutes
 - 9.8. Address comments provided by Owner and Owner's Representative
 - 9.9. 90% Design Phase Deliverables
 - 9.9.1. 90% Design Deliverables (plans and specifications)
 - 9.9.2. Final Geotechnical Report
 - 9.9.3. Updated Risk Register
 - 9.9.4. Updated Project Schedule
 - 9.9.5. 90% Design Letter
 - 9.9.6. 90% Design Review Workshop and meeting notes
 - 9.9.7. 90% Opinion of Probable Construction Cost (OPCC)
 - 9.9.8. QA/QC Documentation

10. 100% Design Phase

- 10.1. Perform site visits as needed for 100% design
- 10.2. 100% Design letter
 - 10.2.1. Documenting conformance to applicable AWWA and TCEQ standards, conformance to ARWA standards, and documentation of any exceptions to these standards.
- 10.3. Construction Drawings
 - 10.3.1. Develop 100% Plan Set (in accordance with the ARWA Phase 1B Program Design Standards)
 - 10.3.1.1. Further Development of 90% Plan Set sheets
- 10.4. Final Project Manual
 - 10.4.1. Contract Documents to include language for Request for Competitive Sealed Proposals (RFCSP)
 - 10.4.2. To include all applicable specifications provided by the Program and specific to the project
- 10.5. 100% Opinions of Probable Construction Cost
- 10.6. Perform internal QC and address QC comments
- 10.7. 100% Design Workshop
 - 10.7.1. Conduct 100% Design workshop to review the 100% Design Submittal
 - 10.7.2. Prepare and distribute meeting notes
- 10.8. Address comments provided by the Owner and Owner's Representative
- 10.9. Agency Review of 100% Plan Set
 - 10.9.1. Prepare packet for submission of 100% construction documents (plans and specifications) to the following agencies
 - 10.9.1.1. TWDB
 - 10.9.1.2. TCEQ
 - 10.9.2. Address comments provided by TWDB and TCEQ
- 10.10. 100% Design Phase Deliverables
 - 10.10.1. 100% Design Deliverables (plans and specifications)
 - 10.10.2. Updated Risk Register
 - 10.10.3. Updated Project Schedule
 - 10.10.4. 100% Design Letter
 - 10.10.5. 100% Design Review Workshop and meeting notes
 - 10.10.6. 100% Opinion of Probable Construction Cost (OPCC)
 - 10.10.7. QA/QC Documentation

11. Procurement (Request for Competitive Sealed Proposal (RFCSP)) (Bidding Assistance)

- 11.1. Submit Final Documents for Advertisement
- 11.2. Pre-Proposal Conference
- 11.3. Prepare Addendum and Clarifications
- 11.4. Attend Proposal Opening
- 11.5. Review Contractors Proposals
 - 11.5.1. Perform Contractor References Check
 - 11.5.2. Confirm Contractor Experience
 - 11.5.3. Prepare Recommendation for Award

11.6. Prepare Conformed Contract Documents

12. Supplemental (Special Services)

- 12.1. Verify/Reset horizontal and vertical controls points for construction purposes
- 12.2. General Engineering Design
- 12.3. Land Acquisition
 - 12.3.1. Eminent domain hearings
 - 12.3.2. Provide support documents and exhibits for Eminent domain hearings
- 12.4. Environmental Coordination on based on necessary additional environmental investigations
- 12.5. Attend Public Meetings (2 meetings)
- 12.6. Attend additional meetings in the vicinity of the project (5 meetings)
- 12.7. Additional SUE Potholes
 - 12.7.1. At the direction of ARWA, the Consultant may be required to perform additional SUE potholes beyond those scoped for the project.
- 12.8. Additional Geotechnical Borings & Piezometers
 - 12.8.1. At the direction of ARWA the Consultant may be required to perform additional geotechnical borings beyond those scoped for the project, and conduct surveying as required to tie-in borings into the design documents.
- 12.9. TDLR Permitting – ADA Accessibility Verification
- 12.10. FAA Permitting – North Tank
- 12.11. TCEQ Exceptions and Variance Development and Coordination
- 12.12. Geotechnical additional bore depth at the North Tank Site.

ASSUMPTIONS

1. Program’s Representative will provide CAD standards for drafting.
2. Program’s Representative will lead the coordination of instrumentation and controls, communications, and SCADA and provide guidelines for standardization across the system.
3. Consultant will conduct power supply coordination with assistance from Owner’s Representative.
4. Environmental and cultural resource requirements will be developed the Program Environmental Consultant for incorporation into the contract documents.
5. Pipeline segment (by others) will end at the upstream flange of the gate valve isolating each tank’s inlet/outlet line from the transmission main for the North Tank. For the South Tank, the pipelines segment (by others) will end at the outer edge of the existing ROW boundary for FM 1339 (north side of roadway).
6. All meetings will be held in the immediate vicinity of the project (Hays, Caldwell, Guadalupe Counties).
7. All Program designated appurtenances will be incorporated into the schematic (designed by others). Engineer will coordinate with Program consultants to obtain the information required for the detailed design of each the North Tank and South Tank facilities.
 - i) Surge analysis and protection
 - ii) Rechlorination requirements
 - iii) Mixing for water quality
 - iv) SCADA design and integration

**Alliance Regional Water Authority
In-Line Elevated Storage Tanks - Design and Bidding**

Level 2 (Phase) No. and Description Labor Rates per Hour Level 3 (Task) No. and Description	Principal	Sr. Proj Mgr	Proj Mgr	Proj Engr	EIT	Technician	Clerical	QC	Total Labor		Percent of
	\$290 (hrs)	\$240 (hrs)	\$195 (hrs)	\$140 (hrs)	\$125 (hrs)	\$115 (hrs)	\$90 (hrs)	\$240 (hrs)	Hours	Fee (\$\$\$)	
In-Line Elevated Storage Tanks - Design and Bidding	40	104	207	369	391	268	0	138	1,512	\$ 377,301	100.0%
1 Project Management	23	0	157	57	37	0	0	82	356	\$ 69,570	18.4%
1 Quality Control			8	8	8			80	104	\$ 22,880	6.1%
2 Project Management			100						100	\$ 19,500	5.2%
3 Invoices, Schedule, and Risk Register	3		49	18					70	\$ 12,945	3.4%
4 Attend 18 Progress Meetings	18			27	27				72	\$ 12,375	3.3%
5 Quality Control Audit Workshop	2			4	2			2	10	\$ 1,870	0.5%
2-4 Miscellaneous Coordination	0	0	16	20	12	0	0	0	48	\$ 7,420	2.0%
1 Environmental Coordination			2	4	2				8	\$ 1,200	0.3%
2 Land Acquisition Coordination			2	4	2				8	\$ 1,200	0.3%
3 Design Consultant Coordination			12	12	8				32	\$ 5,020	1.3%
5 Permit Applications and Coordination - Plummer	0	0	16	24	18	0	0	0	58	\$ 8,730	2.3%
1 North Tank Site Permitting			4	8	8				20	\$ 2,900	0.8%
2 South Tank Site Permitting			4	8	8				20	\$ 2,900	0.8%
3 Meetings with Permitting Entities			8	8	2				18	\$ 2,930	0.8%
8 60% Design Phase	2	80	8	116	140	120	0	24	490	\$ 74,640	19.8%
1 Develop 60% Plans and Details		40	4	48	80	120		24	316	\$ 46,660	12.4%
2 Develop 60% Specifications		40	4	48	40				132	\$ 22,100	5.9%
3 Update Preliminary OPCC				16	16				32	\$ 4,240	1.1%
4 60% Design Workshop	2			4	4				10	\$ 1,640	0.4%
9 90% Design Phase	2	16	4	60	76	80	0	16	254	\$ 36,140	9.6%
1 Develop 90% Plans and Details		8	2	24	40	80		16	170	\$ 23,710	6.3%
2 Develop 90% Specifications		8	2	24	24				58	\$ 8,670	2.3%
3 Update 60% OPCC				8	8				16	\$ 2,120	0.6%
4 90% Design Workshop	2			4	4						
10 100% Design Phase	6	8	6	60	76	48	0	8	212	\$ 30,170	8.0%
1 Develop 100% Plans and Details		4	2	24	40	40		8	118	\$ 16,230	4.3%
2 Develop 100% Specifications		4	2	12	12				30	\$ 4,530	1.2%
3 Update 90% OPCC				8	8				16	\$ 2,120	0.6%
4 100% Design Workshop	2			4	4				10	\$ 1,640	0.4%
5 Agency Review of 100% Set - TCEQ and TWDB	4		2	12	12	8			38	\$ 5,650	1.5%
11 Bidding Assistance	7	0	0	32	32	20	0	8	99	\$ 14,730	3.9%
1 Prepare Bidding Documents				8	8			4	20	\$ 3,080	0.8%
2 Attend Pre-Bid Conference	4			4	4				12	\$ 2,220	0.6%
3 Address Contractor Clarifications and Issue Addenda	2			8	8				18	\$ 2,700	0.7%
4 Review Bids and Make Recommendation	1			8	8			4	21	\$ 3,370	0.9%
5 Prepare Conformed Contract Documents				4	4	20			28	\$ 3,360	0.9%
SP1 Special Engineering Services	0	0	0	0	0	0	0	0	0	\$ 135,901	36.0%
1 Topographic Survey - North Site Only									0	\$ 8,800	2.3%
2 Boundary Survey - North Site Only									0	\$ 10,000	2.7%
3 Geotechnical Investigation - Subconsultant									0	\$ 117,101	31.0%
TOTAL LABOR	40	104	207	369	391	268	0	138	1,517	\$ 377,301	100.0%
12 Supplemental Services	0	0	0	0	0	0	0	0	0	\$ 60,796	16.1%
12.1 Verify/Reset Horizontal and Vertical Control Points									0	\$ 4,000	1.1%
12.2 General Engineering Design									0	\$ 15,000	4.0%
12.3 Land Acquisition Additional Services									0	\$ 2,500	0.7%
12.4 Additional Environmental Coordination									0	\$ 2,500	0.7%
12.5 Attend Public Meetings - 2 each									0	\$ 2,500	0.7%
12.6 Attend Additional Meetings - General - 5 each									0	\$ 5,000	1.3%
12.7 Additional SUE Potholes									0	\$ 5,000	1.3%
12.8 Additional Geotechnical Boring									0	\$ 10,000	2.7%
12.9 TLDR Permitting - ADA Accessibility Verification									0	\$ 5,000	1.3%
12.10 Additional FAA Permitting - North Tank Site									0	\$ 1,000	0.3%
12.11 TCEQ Exceptions and Variances									0	\$ 1,000	0.3%
12.12 Geotechnical Consultant (ADDL)									0	\$ 7,296	1.9%
TOTAL EXPENSES										\$ 61,534	
ADDITIONAL SERVICES TOTAL - In-Line Elevated Storage Tanks - Design and Bidding										\$ 60,796	
GRAND TOTAL - In-Line Elevated Storage Tanks - Design and Bidding										\$ 499,631	

SUBCONSULTANT EXPENSES				
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ -	-	\$ -
CC	Civil Engr Consultant (BASIC)	\$ 42,023	1.10	\$ 46,225
CE	Electrical Consultant	\$ -	-	\$ -
CG	Geotechnical Consultant (BASIC)	\$ 106,455	1.10	\$ 117,101
CG.1	Geotechnical Consultant (ADD'L)	\$ 6,633	1.10	\$ 7,296
CO	Other Consultant	\$ -	-	\$ -
CS	Structural Consultant	\$ -	-	\$ -
CE.1	Civil Engr Consultant (ADD'L)	\$ 4,628	1.10	\$ 5,091

REIMBURSABLE EXPENSES				
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
RA	Laboratory Analysis	\$ -	1.15	\$ -
RC	Technology	\$ 7,585	1.15	\$ 8,723
RH	Historical	\$ -	1.15	\$ -
RI	In-House Reproduction	\$ 500	1.15	\$ 575
RL	Long Distance Telephone	\$ -	1.15	\$ -
RM	Employee Mileage	\$ 600	1.15	\$ 690
RO	Other Expenses	\$ -	1.15	\$ -
RP	Purchased Services	\$ -	1.15	\$ -

**Alliance Regional Water Authority
In-Line Elevated Storage Tanks - Design and Bidding**

Level 2 (Phase) No. and Description Labor Rates per Hour <i>Level 3 (Task) No. and Description</i>	Principal	Sr. Proj Mgr	Proj Mgr	Proj Engr	EIT	Technician	Clerical	QC	Total Labor		Percent of
	\$290 (hrs)	\$240 (hrs)	\$195 (hrs)	\$140 (hrs)	\$125 (hrs)	\$115 (hrs)	\$90 (hrs)	\$240 (hrs)	Hours	Fee (\$\$\$)	Total Fee
In-Line Elevated Storage Tanks - Design and Bidding	40	104	207	369	391	268	0	138	1,512	\$ 377,301	100.0%
CY Surveying Consultant (ADD'L)	\$ -	\$ -							\$ -	1.15	\$ -
C2	\$ -	\$ -							\$ 200	1.15	\$ 230
C3	\$ -	\$ -							\$ -	1.15	\$ -
C4	\$ -	\$ -							\$ -	1.00	\$ -
C5	\$ -	\$ -							\$ -	1.15	\$ -
C6	\$ -	\$ -							\$ -	1.15	\$ -
TOTAL SUBCONSULTANT EXPENSES	\$ 159,739	\$ 175,713							\$ 8,885		\$ 10,218

**K. FRIESE ASSOCIATES
SUBCONSULTANT PROPOSAL AND LOE**



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

February 18, 2021

Ms. Hannah Frels, P.E.
Alan Plummer Associates, Inc.
6300 La Calma Drive, Suite 400
Austin, Texas 78752

Sent Via: EMAIL

Re: Alliance Regional Water Authority
Elevated Storage Tank Project
Permitting Support

Dear Ms. Frels:

Attached is our Scope of Services and Manpower/Budget Estimate to provide permitting support for the Alliance Regional Water Authority Elevated Storage Tank Project. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Thomas M. Owens, P.E.
Project Manager

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

PROJECT UNDERSTANDING

The Alliance Regional Water Authority (Program) Elevated Storage Tanks project includes elevated storage tanks (EST) to be located on Pipeline Segment C and Pipeline Segment D of the Program’s water supply system. Plummer is providing Engineering Services for the design of the ESTs. K Friese + Associates (KFA) is supporting Plummer on this project by providing permitting assistance. The ESTs will provide pressure maintenance to the pipeline segments. The North Site is along the ARWA Pipeline Segment C and is within the extraterritorial jurisdiction (ETJ) of the City of Kyle. The South Site is within Seguin’s ETJ on the northeast corner of the intersection of Highway 123 and FM 1339 near ARWA Pipeline Segment D. There will be one EST per segment (2 tanks total).

KFA previously provided a Technical Memorandum summarizing the permitting requirements for development of the EST sites and the following scope of services is based on the information developed for that Technical Memorandum.

BASIC SCOPE OF SERVICES

1. **Project Management** - This task includes routine communication with Plummer; managing manpower, budgets, and schedules; monthly invoicing and status reports; and other activities associated with managing the project.
2. **Entity/Agency Coordination**
 - a. North Tank Permitting
 - i. City of Kyle Planning and Zoning – The north tank site is within the City of Kyle’s ETJ and subject to a Development Agreement executed in 2009. Per the agreement, the land must be annexed by the City prior to a subdivision plat being filed.
 1. Preliminary meeting with the City of Kyle – this meeting is a requirement prior to submitting applications to the City. KFA will coordinate the meeting, assemble available exhibits and maps, and document the meeting.
Deliverable: Agenda and notes
 2. Platting
 - a. Concept Plan – KFA will work with Plummer to assemble the narrative and maps that will explain the development in accordance with Section 41-108 of the City of Kyle Code. It is assumed that Plummer will develop all needed exhibits. KFA tasks under this item include:
 - i. Assemble and submit the Concept Plan Package
 - ii. Work with Plummer and the City to resolve Staff comments on the Package
 - iii. Resubmit Package
 - iv. Attend Planning and Zoning Commission Meeting
 - v. Attend City Council Meeting
Deliverables: Initial Concept Plan Package, Resubmitted Concept Plan Package addressing comments

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

- b. Preliminary Plan – KFA will assemble the Preliminary Plan Package in accordance with Section 41-109 of the City of Kyle Code. Plummer will provide the base map and survey for the Plan to KFA in AutoCAD format. KFA tasks under this item include:
 - i. Assemble and submit the Preliminary Plan Package
 - 1. This task includes KFA creating the Preliminary Plat Map using the base map and survey provided by Plummer
 - 2. Providing proposed Preliminary Plan to appropriate utility providers for their review
 - ii. Work with Plummer and the City to resolve Staff comments on the Package
 - iii. Resubmit Package
 - iv. Attend Planning and Zoning Commission Meeting
 - v. Attend City Council Meeting

Deliverables: Initial Preliminary Plan Package, Resubmitted Preliminary Plan Package addressing comments

- c. Final Plat - KFA will assemble the Final Plat Package in accordance with Section 41-110 of the City of Kyle Code. Plummer will provide the base map and survey for the Plat to KFA in AutoCAD format and the required Construction Plans under that section in pdf format. Plummer will also provide the Drainage and other reports if applicable. KFA tasks under this item include:
 - i. Assemble and submit the Final Plat Package
 - 1. This task includes KFA creating the Plat Map using the base map and survey provided by Plummer
 - ii. Work with Plummer and the City to resolve Staff comments on the Package
 - iii. Resubmit Package
 - iv. Attend Planning and Zoning Commission Meeting
 - v. Attend City Council Meeting

Deliverables: Initial Final Plat Package, Resubmitted Final Plat Package addressing comments

- ii. Pedernales Electrical Cooperative – the North Site will receive electrical service from Pedernales Electrical Cooperative (PEC). KFA tasks associated with electrical service for the North Site include:
 - 1. Complete and submit the PEC new service application.
 - 2. Attend meeting with PEC to discuss new line extension route, easements required, and type of service.
 - 3. Coordinate exchange of PEC line extension easement documents, service fees, and PEC charges for design and construction between PEC and Plummer.

Deliverables: PEC Application, PEC Meeting Notes

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

b. South Tank Permitting

i. City of Seguin Platting

1. Preliminary meeting with the City of Seguin – KFA will coordinate the meeting, assemble available exhibits and maps, and document the meeting.

Deliverable: Agenda and notes

2. Platting

- a. Concept Plan – KFA will work with Plummer to assemble the narrative and maps that will explain the development in accordance with Section 2.9 and Chapter 4 of the City of Seguin Unified Development Code. It is assumed that Plummer will develop all needed exhibits. KFA tasks under this item include:

- i. Submit the Concept Plan Package
- ii. Work with Plummer and the City to resolve Staff comments on the Package
- iii. Resubmit Package

Deliverables: Initial Concept Plan Package, Resubmitted Concept Plan Package addressing comments

- b. Construction Plans - KFA will work with Plummer to submit Construction Plans in accordance with the City of Seguin Unified Development Code. It is assumed that Plummer will develop all required documents and studies. KFA tasks under this item include:

- i. Review the Construction Plans for completeness
- ii. Submit the Construction Plan Package
- iii. Work with Plummer and the City to resolve Staff comments on the Package
- iv. Resubmit Package

Deliverables: Initial Construction Plan Package Submittal, Resubmitted Construction Plan Package Submittal addressing comments

- c. Final Plat - KFA will assemble the Final Plat Package in accordance with Section 2.9 of the City of Seguin Unified Development Code. Plummer will provide the base map and survey for the Plat to KFA in AutoCAD format. KFA tasks under this item include:

- i. Assemble and submit the Final Plat Package
 1. This task includes KFA creating the Plat Map using the base map and survey provided by Plummer
- ii. Work with Plummer and the City to resolve Staff comments on the Package
- iii. Resubmit Package
- iv. Attend Planning and Zoning Commission Meeting

Deliverables: Initial Final Plat Package, Resubmitted Final Plat Package addressing comments

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

- ii. Guadalupe County – Permitting in Guadalupe County will consist of an application through the County’s website for Fire Marshall approval. Only minor coordination with the Fire Marshall is anticipated.
Deliverables: Electronic submission of the Fire Marshall application.
- iii. Guadalupe Valley Electrical Cooperative – KFA will work with Plummer to assemble the necessary documents to secure electrical service from Guadalupe Valley Electrical Cooperative (GVEC).
 1. Attend meeting with GVEC to discuss new line extension route, easements required, and type of service.
 2. Coordinate exchange of GVEC line extension easement documents (if required), service fees, and GVEC charges for design and construction between GVEC and Plummer.**Deliverables: GVEC Meeting Notes**
- iv. Texas Department of Transportation
 1. Driveway Permit – KFA will prepare TxDOT Form 1058, Permit to Construct Access Driveway Facilities on Highway Right of Way, and work with Plummer to assemble the associated plan sheets. It is assumed the Program will electronically submit the Driveway Package electronically to TxDOT. KFA will transmit the package to the Program and coordinate with the Program and Plummer to address any comments or questions.
Deliverables: Form 1058 Package
- v. Federal Aviation Administration – KFA will prepare and submit FAA Form 7460-1, Notice of Proposed Construction.
Deliverables: Form 7460-1

SUPPLEMENTAL SCOPE OF SERVICES

The following items will be separately authorized as determined to be needed:

1. Texas Commission on Environmental Quality (TCEQ) Exceptions and Variance Development and Coordination – KFA will work with Plummer and the Program to develop the necessary data and documentation to request variances as listed in the following items. It is assumed that all applicable variances will be submitted under the same cover. KFA will work with Plummer and the Program to address one set of questions and comments from TCEQ.
 - a. Minimum Pressure Variance - TCEQ 290.44 (d)
 - b. Stream Crossing Exception – TCEQ 290.44 (f) (2)
 - c. Sampling Frequency Variance - TCEQ 290.44 (f) (3)**Deliverables: Initial Variance Request Package, resubmitted Variance Request Package addressing TCEQ questions and comments**
2. TLDR Permitting – ADA Accessibility Verification – For the North and South ESTs it is assumed that a specialty subconsultant will be retained to register the sites, conduct one review of the plan set to provide comments, and make a final inspection following construction. The specialty consultant will be contracted directly to Plummer and will not be through KFA. KFA will coordinate plan review and transmission of comments from the specialty consultant to Plummer once for each site.
Deliverables: Coordination of plan sets and comments

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

3. FAA Permitting – North Tank - KFA will prepare and submit FAA Form 7460-1, Notice of Proposed Construction.

Deliverables: Form 7460-1

PERIODS OF SERVICE

It is anticipated that Permitting will occur during a continuous period commencing in 2021.

COMPENSATION

Compensation shall be Lump Sum. Invoices will reflect percent complete on the various tasks as identified below:

Project Management	\$ 6,320
Agency/Entity Coordination	\$ 35,703
Basic Services	\$ 42,023
Supplemental Services	\$ 4,628
Total Effort	\$ 46,651

ASSUMPTIONS

1. Plummer will provide available exhibits and maps for the preliminary meetings with the City of Kyle and City of Seguin to KFA in digital format. KFA will print maps as appropriate for the meetings.
2. No action will be required for City of Kyle annexation and zoning.
3. Plummer will provide exhibits and maps needed for the City of Kyle and City of Seguin Concept Plan Packages to KFA in digital format. KFA will assemble the package for submittal to each City.
4. Plummer will provide all survey necessary for platting in AutoCAD format and will also provide a base map.
5. Plummer will provide the Drainage Report and any other reports needed for construction plan approvals and platting.
6. Plummer or Alliance Water will directly pay all fees required for Zoning, Subdivision Applications, Construction Plan, Platting, and other Permitting and KFA is not including these fees as reimbursable expenses in this proposal.
7. All platting and permitting with the City of Kyle will be through the on-line CSS system and no reproduction will be required.
8. All platting and permitting with the City of Seguin will be through an electronic submittal and no reproduction will be required.
9. Plummer will provide all construction plan sets needed for permitting in pdf format. Plummer will develop the plan sets with covers, titles and sheet numbering appropriate for each separate submittal and KFA will not be required to make any additions, modifications, or changes to construction plans.
10. Program will electronically submit TxDOT permit applications. KFA will electronically transmit permit packages to the Program.
11. TxDOT Utility Installation Request (UIR) permitting will be performed by others.

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

12. TDLR ADA Verification Subconsultant will be contracted directly through Plummer and not through KFA.
13. Permitting work will be conducted continuously with no significant delays or suspensions.
14. Scope of work does not include attendance at regularly scheduled Team coordination meetings.

ANTICIPATED DELIVERABLES

BASIC SERVICES			
Task No.	Project Task	Deliverable(s)	
2.a.i.1	Preliminary Meeting	1	Meeting Agenda and Notes
2.a.i.2.a	Concept Plan	2	Initial Concept Plan Package
		3	Resubmitted Concept Plan Package
2.a.i.2.b	Preliminary Plan	4	Initial Preliminary Plan Package
		5	Resubmitted Preliminary Plan Package
2.a.i.2.c	Final Plat	6	Initial Final Plat Package
		7	Resubmitted Final Plat Package
2.a.ii.1	PEC Electric Service	8	Application
		9	Meeting Notes
2.b.i.1	Preliminary Meeting	10	Meeting Agenda and Notes
2.b.i.2.a	Concept Plan	11	Initial Concept Plan Package
		12	Resubmitted Concept Plan Package
2.b.i.2.b	Construction Plans	13	Initial Construction Plan Submittal
		14	Resubmitted Construction Plan Submittal
2.b.i.2.c	Final Plat	15	Initial Final Plat Package
		16	Resubmitted Final Plat Package
2.b.ii	Fire Marshall Application	17	Fire Marshall Application
2.b.iii	GVEC Electric Service	18	Meeting Notes
2.b.iv.1	Driveway Permit	19	Form 1058 and Associated Plans
2.b.v	FAA	20	FAA Form 7460-1
SUPPLEMENTAL SERVICES			
1	TCEQ Variances	21	Variance Request Package
		22	Comments Response w/Revised Package
2	TDLR Permitting	23	Coordination of Plans and Comments
3	FAA	24	FAA Form 7460-1

ANTICIPATED MEETINGS

Task No.	Project Task	Meeting	
2.a.i.1	Preliminary Meeting	Preliminary Meeting w/Kyle	1
2.a.i.2.a	Concept Plan	P&Z Meeting	1
		City Council Meeting	1
2.a.i.2.b	Preliminary Plan	P&Z Meeting	1
		City Council Meeting	1

ALLIANCE REGIONAL WATER AUTHORITY
ELEVATED STORAGE TANK PROJECT

2.a.i.2.c	Final Plat	P&Z Meeting	1
		City Council Meeting	1
2.a.ii.1	PEC Electric Service	PEC Application Meeting	1
2.b.i.1	Preliminary Meeting	Preliminary Meeting w/Seguin	1
2.b.i.2.c	Final Plat	P&Z Meeting	1
2.b.iii	GVEC Electric Service	GVEC Service Meeting	1

Alliance Water Phase 1B Program							Project Fee Summary		
Permitting Consultant							Basic Effort	\$	42,023
2/18/2021							Supplemental	\$	4,628
Detailed Overall K Friese + Associates Cost Breakdown							Total Effort	\$	46,651

Task	Employee	Project Role					Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	Assumptions
		Project Manager	Project Engineer	EIT	CADD Operator	Admin					
		Hourly Bill Rate	\$235.00	\$140.00	\$110.00	\$110.00					
Basic Services											
Task 1 - Project Management											
1	Project Management	8.0	24.0			12.0	44.0	\$ 6,320	\$ -	\$ 6,320	
Task 2 - Entity/Agency Coordination											
2.a	North Tank Permitting						0.0	\$ -	\$ -	\$ -	
2.a.i	City of Kyle Planning and Zoning						0.0	\$ -	\$ -	\$ -	
2.a.i.1	Preliminary Meeting with City of Kyle	2.0	2.0	4.0			8.0	\$ 1,190	\$ 50	\$ 1,240	
2.a.i.2	Platting						0.0	\$ -	\$ -	\$ -	
2.a.i.2.a	Concept Plan	1.0	12.0	8.0			21.0	\$ 2,795	\$ 100	\$ 2,895	
2.a.i.2.b	Preliminary Plan	1.0	16.0	12.0	16.0		45.0	\$ 5,555	\$ 100	\$ 5,655	
2.a.i.2.c	Final Plat	1.0	16.0	8.0	12.0		37.0	\$ 4,675	\$ 100	\$ 4,775	
2.a.ii	Pedernales Electrical Cooperative	1.0	12.0	16.0			29.0	\$ 3,675	\$ 50	\$ 3,725	
2.b	South Tank Permitting						0.0	\$ -	\$ -	\$ -	
2.b.i	City of Seguin Platting						0.0	\$ -	\$ -	\$ -	
2.b.i.1	Preliminary Meeting with City of Seguin	1.0	4.0	4.0			9.0	\$ 1,235	\$ 75	\$ 1,310	
2.b.i.2	Platting						0.0	\$ -	\$ -	\$ -	
2.b.i.2.a	Concept Plan	1.0	8.0	8.0			17.0	\$ 2,235	\$ -	\$ 2,235	
2.b.i.2.b	Construction Plans	1.0	12.0	8.0			21.0	\$ 2,795	\$ -	\$ 2,795	
2.b.i.2.c	Final Plat	1.0	16.0	12.0	24.0		53.0	\$ 6,435	\$ 75	\$ 6,510	
2.b.ii	Guadalupe County	0.5	1.0	8.0			9.5	\$ 1,138	\$ -	\$ 1,138	
2.b.iii	Guadalupe Valley Electrical Cooperative	1.0	4.0	8.0			13.0	\$ 1,675	\$ 75	\$ 1,750	
2.b.iv	TxDOT						0.0	\$ -	\$ -	\$ -	
2.b.iv.1	Driveway Permit	0.5	2.0	4.0			6.5	\$ 838	\$ -	\$ 838	
2.b.v	FAA	0.5	2.0	4.0			6.5	\$ 838	\$ -	\$ 838	
Supplemental Services											
Supplemental Services											
1	TCEQ Exceptions and Variance Request	8.0		8.0			16.0	\$ 2,760	\$ -	\$ 2,760	
2	TDLR Permitting	2.0	4.0				6.0	\$ 1,030	\$ -	\$ 1,030	
3	FAA Permitting	0.5	2.0	4.0			6.5	\$ 838	\$ -	\$ 838	
							0.0	\$ -	\$ -	\$ -	
							0.0	\$ -	\$ -	\$ -	
Grand Total								\$ 46,026	\$ 625	\$ 46,651	

**ARIAS GEOTECHNICAL PROFESSIONALS
SUBCONSULTANT PROPOSAL AND LOE**



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

March 4, 2021
Arias Job No. 2021-175

VIA Email: hfrels@plummer.com

Ms. Hannah E. Frels, P.E.
Plummer Associates, Inc.
6300 La Calma, Suite 400
Austin, Texas 78752

RE: Proposal for Geotechnical Engineering Services
ARWA Elevated Storage Tanks Project
Alliance Regional Water Authority (ARWA)
Hays and Guadalupe County, Texas

Dear Ms. Frels:

Thank you for the opportunity to submit this proposal for geotechnical engineering services for the proposed project. ***Arias understands that we have been pre-selected for this project based upon our qualifications.*** We provide our clients with innovative and cost-effective solutions to the geotechnical challenges present in the South Texas area.

Project Information

We understand that the project will consist of the design and construction of two (2) Elevated Storage Tanks (EST) in Guadalupe and Hays Counties, respectively. Design information obtained from Plummer for each EST is presented below:

South EST:

- Location: Northeast corner of the intersection of SH 123 and FM 1339, Guadalupe County, Texas.
- Tank Design Information:
 - Tank Capacity: 1 million gallons
 - Tank Height: 141 feet
 - Tank Diameter: 68 feet
 - Tank Pedestal Diameter: 38 feet
 - Permanent Loads: 11,000 kips
 - Transient Loads: Moment 11,000 k-ft (from wind) and Shear 150 kips.

North EST:

- Location: East of the intersection of FM 205 and Goforth Road, Hays County, Texas.
- Tank Design Information:
 - Tank Capacity: 1.5 million gallons
 - Tank Height: 208 feet
 - Tank Diameter: 81 feet
 - Tank Pedestal Diameter: 42 feet
 - Permanent Loads: 16,763 kips
 - Transient Loads: Moment 12,000 k-ft (from wind) and Shear 150 kips.

The tanks are anticipated to be supported on an annular ring footing foundation system, mat foundation, or a drilled shaft foundation system.

Proposal Assumptions

The scope of services for the proposed project was developed based on the following assumptions:

- Arias will be provided with Rights-of-Entry (ROEs) for free access to the site.
- Site clearing is anticipated at the North EST site to access the boring locations. Tree survey information should be provided to us prior to site clearing.
- Based on our Google Earth imagery and site details provided to us, we understand that the South EST will be located within an existing pond. Accordingly, we recommend drilling five (5) borings at this site.
- Arias performed a site visit to observe the access at the South EST location. Based on our site visit, we understand that there is standing water (with muck) at the pond. An All-Terrain Vehicle (ATV) will be required to drill borings at this site. Furthermore, water may have to be pumped out and mats/plywood may have to be used in order to provide a platform for drilling.
- Arias will be responsible for the coordination of public utility clearances using the Texas 811 One Call service. We have assumed that the Project Owner and Plummer will assist with the coordination and planning to avoid potential private utilities that may be located in the area of proposed exploration. Accordingly, locations of any underground utilities or buried structures should be provided to Arias prior to field exploration. We have not included the cost of locating private utilities and/or buried structures in our scope of services.
- Surveying to determine the ground surface elevations at the boring locations is not included in our scope of services. We have assumed that Plummer will retain a Registered Professional Land Surveyor to survey the as-drilled locations and provide ground surface elevations to include in our report.
- Based upon our discussion with Plummer, we understand that there is a potential for the pond and/or groundwater to be impacted from an identified adjacent 18-wheeler automotive repair services and trailer storage at the South EST site. An environmental Study is currently in-progress at this location. We were requested by Plummer to perform borings using conventional geotechnical drilling protocols. Accordingly, environmental studies, explorations and assessments are beyond the scope of services outlined in this proposal. If environmental contamination is evident during our field exploration, we will terminate our borings, backfill and contact Plummer for further directions.

Proposed Borings

As requested, the number of soil borings and depths for the proposed elevated storage tank is summarized in the following table:

Item	No. of Borings	Boring Depth, (ft.)	Drilling Footage (ft.)
South EST	4	80	320
	1	100	100
North EST	4	60	240
	1	85	85
Total Boring Footage, (ft.)			745

Proposed Basic Scope of Services

Arias Geoprofessionals, Inc. (Arias) proposes the following geotechnical services for the project:

1. Arias personnel will locate/mark the test locations using a hand-held GPS unit and will contact Texas 811 One Call service in order to mark public utilities in the immediate vicinity of the proposed borings. We have assumed that the client will assist with the coordination and planning to avoid potential private utilities and/or buried structures that may be located in the project area.

2. Arias will retain a subcontract driller to perform drilling; however, Arias personnel will locate the borings, will direct the sampling efforts, and will visually classify recovered samples. Soil interpreted to be clay in the field will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Rock coring will be performed at the borings. To obtain undisturbed samples for strength testing; competent rock will be continuously cored using an NX-core barrel.
3. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with cuttings generated by drilling operations after completion of drilling and bentonite pellets.
4. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, consolidation, swell, and unconfined compression strength of soil and rock. The actual laboratory program will depend upon the type of materials encountered.
5. Geotechnical engineering analyses will be performed to evaluate the feasibility of supporting the elevated tank on a shallow ring footing, a mat foundation, or on a deep foundation system, considering bearing capacity and settlement.
6. We will issue an electronic copy of our formal engineering report prepared by a licensed professional engineer in Texas that will include:
 - *Description of the field exploration program;*
 - *Description of the laboratory testing program;*
 - *Soil boring plans that depict borehole locations on a base map provided by Client;*
 - *Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);*
 - *Description of sites geology based on locations of the sites on the Geologic Atlas of Texas;*
 - *Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;*
 - *Depth where groundwater was encountered during drilling and its potential impact on construction;*
 - *Site Class Determination based on the 2018 Code IBC;*
 - *Recommended foundation type(s) to support the elevated storage tanks;*
 - *Recommended net allowable bearing pressure, resistance to lateral load by friction, minimum foundation bearing depth, and estimated settlement magnitude for an annular ring footing and/or mat foundation system, if applicable;*
 - *Estimated potential vertical rise for expansive soils (if encountered), and recommendations for ground improvement to result in a PVR of about 1-inch or less for shallow foundation systems;*
 - *Allowable side friction and end bearing values for a deep drilled pier and pile cap foundation system, if applicable. Laterally loaded drilled pier input parameters to be used with LPILE software and estimated uplift (tension) loading from expansive soil heave will be provided;*
 - *Bedding and backfill recommendations for the yard piping using the drilled borings and laboratory testing (additional borings will not be drilled for providing these recommendations); and*
 - *Pavement recommendations for the access driveway using the drilled borings and laboratory testing (additional borings will not be drilled for providing these recommendations).*

Our report will **not** provide global stability evaluations for site slopes or retaining walls of any kind. In addition, our proposed scope and fee does not include environmental sampling, testing, analysis or consulting of any kind.

Supplemental Services

As directed by the Client, Arias will evaluate subsurface conditions during field exploration at the North EST site and contact Plummer in order to discuss the need for deepening the borings at the North EST for the drilled shaft recommendations. The perimeter borings at the North EST may need to be deepened to a depth of 80 feet each and the center boring may need to be deepened to a depth of 100 feet below the existing grades. As requested by Plummer, the additional footage and subsequent drilled shaft analyses will be performed under a supplemental scope of work. Please note that additional drilling (if required) will be performed under the initial same drill rig mobilization as the Basic Services. Drilled shaft recommendations will be included in the Geotechnical Report.

CoMET Services

Please be advised that Arias can perform Construction Materials Engineering and Testing (CoMET) services for this project. If requested, we would be pleased to provide a scope of work and fee for these services.

Proposed Fee

Our estimated fees to perform the Geotechnical Study (Basic Services) for the proposed North and South ESTs is **\$106,455.00**. Fees for the Supplemental Services at North EST is **\$6,633.00**. The fee breakdown for each site are presented below:

Site	Fees
South EST	\$59,210.00
North EST	\$47,245.00
TOTAL for Basic Services	\$106,455.00
Additional Fees for Supplemental Services for North EST (if required)	\$6,633.00

We have provided a fee breakdown for your review, and to establish unit rates in case additional work is requested that is beyond the scope outlined herein.

We will submit monthly progress billing during the course of our study; invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e., site mobilization of geotechnical field-testing equipment and personnel, completion of field work and laboratory testing, engineering analysis, report preparation, etc.).

We have prepared our scope and fee with the understanding that site clearing will be required for North EST site, no concrete coring will be required, and that no special permission except ROEs will be needed for access. We have assumed that you will provide free access to the site and that the boring locations are accessible for a conventional truck-mounted drill rig at the North EST site, and an ATV rig will be required for the South EST site. Meetings and supplemental letters are not included in our proposed project fees. If required, these items will be billed according to the current Arias & Associates Unit Rate Schedule for Geotechnical Services.

Schedule

In general, the field exploration can typically begin about one (1) week after receiving written authorization (signed proposal) pending ARWA approval/clearances, utility clearances and receiving ROE. Field drilling and sampling is expected to take approximately three (3) weeks. Laboratory testing is expected to be completed within approximately two (2) to three (3) weeks after completion of the borings. During this time,

preliminary recommendations could be provided to assist the design team in moving forward. We anticipate that our Geotechnical Report can be delivered within about six (6) to seven (7) weeks after completing the borings.

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

Proposal Acceptance

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

Should you have any questions, please do not hesitate to contact me by email or cell phone 817-821-0801. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



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



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

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

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

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

Observations and standardized sampling, inspection and testing procedures employed by ARIAS will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed and that conditions at one location and

time do not necessarily indicate the conditions of apparently identical materials(s) at other locations and times. Services of ARIAS, even if performed on a continuous basis, should not be interpreted to mean that ARIAS is observing, verifying, testing or inspecting all materials on the Project. ARIAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested and is not responsible for other parties' interpretations or use of the information developed. ARIAS may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

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

claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining the Instruments of Professional Service through CLIENT.

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

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

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

By:  Date: March 4, 2021

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

Address: 142 Chula Vista
San Antonio, Texas 78232

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

CLIENT: _____

By: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

ARWA Elevated Storage Tank - South EST

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Field Exploration				
Site Clearing	0	ea	\$ 1,200.00	\$ -
ATV/Track Rig Surcharge	1	ea	\$ 2,500.00	\$ 2,500.00
Drill Rig Mobilization - Rock Coring and Drilling (Personnel & Equipment)	1000	mile	\$ 6.00	\$ 6,000.00
Drilling & Sampling	200	ft	\$ 21.00	\$ 4,200.00
Rock Coring	220	ft	\$ 35.00	\$ 7,700.00
Water Supply Truck	5	holes	\$ 600.00	\$ 3,000.00
Backfill	420	ft	\$ 8.00	\$ 3,360.00
Per diem for 3-man Crew (State Rate)	6	day	\$ 555.00	\$ 3,330.00
Standby Time for Drill Rig	8	hr	\$ 250.00	\$ 2,000.00
SUBTOTAL FIELD:				\$ 32,090.00
Laboratory Tests				
Moisture Content	60	ea	\$ 18.00	\$ 1,080.00
Atterberg limits test	30	ea	\$ 75.00	\$ 2,250.00
Minus #200 sieve test	30	ea	\$ 55.00	\$ 1,650.00
UC Soil	20	ea	\$ 65.00	\$ 1,300.00
UC Rock	20	ea	\$ 100.00	\$ 2,000.00
Consolidation	2	ea	\$ 300.00	\$ 600.00
Swell	4	ea	\$ 150.00	\$ 600.00
Sulfate	0	ea	\$ 35.00	\$ -
SUBTOTAL LAB:				\$ 9,480.00
Engineering Report				
Copies (max. 3 copies of report)	0	ls	500.00	\$ -
SUBTOTAL REPORT:				\$ -
TOTAL DIRECT COSTS				\$ 41,570.00

LABOR COSTS								
Description	Project Manager	Sr. Project Engineer	Project Engineer	Professional Geologist	Sr. Eng. Technician	EIT (I)	Admin. Specialist	Total by Task
	\$ 175.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 75.00	\$85.00	\$55.00	
Description								
Field Coordination		2.0				4.0	4.0	\$ 840.00
Field Reconnaissance - Locate Borings & Utility Clearance							6.0	\$ 330.00
Soil Sampling and Logging					60.0			\$ 4,500.00
Delayed Groundwater Readings					4.0			\$ 300.00
Review Field/Lab Data	2.0	8.0				8.0		\$ 2,150.00
Engineering Analysis	6.0	12.0				16.0		\$ 4,090.00
Draft Report Preparation	2.0	12.0				16.0		\$ 3,390.00
Final Report Production	2.0	4.0				12.0	2.0	\$ 2,040.00
Subtotal Hours	12.0	38.0	0.0	0.0	64.0	56.0	12.0	
Subtotal	\$ 2,100.00	\$ 5,320.00	\$ -	\$ -	\$ 4,800.00	\$ 4,760.00	\$ 660.00	\$ 17,640.00
TOTAL LABOR COSTS								\$ 17,640.00

PROJECT TOTAL \$ 59,210.00

Summary of Fees	
Direct Costs	\$ 41,570.00
Labor Costs	\$ 17,640.00
Total Fee	\$ 59,210.00

ARWA Elevated Storage Tank - North EST

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Field Exploration				
Site Clearing	2	ea	\$ 1,500.00	\$ 3,000.00
ATV Rig Surcharge	0	ea	\$ 2,500.00	\$ -
Drill Rig Mobilization	6	ea	\$ 350.00	\$ 2,100.00
Rock Coring and Drilling (Personnel & Equipment)	1	ea	\$ 1,000.00	\$ 1,000.00
Drilling & Sampling	150	ft	\$ 18.00	\$ 2,700.00
Rock Coring	175	ft	\$ 35.00	\$ 6,125.00
Water Supply Truck	5	holes	\$ 600.00	\$ 3,000.00
Backfill	420	ft	\$ 8.00	\$ 3,360.00
Standby Time for Drill Rig	4	hr	\$ 250.00	\$ 1,000.00
SUBTOTAL FIELD:				\$ 22,285.00
Laboratory Tests				
Moisture Content	50	ea	\$ 18.00	\$ 900.00
Atterberg limits test	30	ea	\$ 75.00	\$ 2,250.00
Minus #200 sieve test	30	ea	\$ 55.00	\$ 1,650.00
UC Soil	20	ea	\$ 65.00	\$ 1,300.00
UC Rock	16	ea	\$ 100.00	\$ 1,600.00
Consolidation	1	ea	\$ 300.00	\$ 300.00
Swell	4	ea	\$ 150.00	\$ 600.00
Sulfate	0	ea	\$ 35.00	\$ -
SUBTOTAL LAB:				\$ 8,600.00
Engineering Report				
Copies (max. 3 copies of report)	0	ls	500.00	\$ -
SUBTOTAL REPORT:				\$ -
TOTAL DIRECT COSTS				\$ 30,885.00

LABOR COSTS								
Description	Project Manager	Sr. Project Engineer	Project Engineer	Professional Geologist	Sr. Eng. Technician	EIT (I)	Admin. Specialist	Total by Task
	\$ 175.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 75.00	\$85.00	\$55.00	
Description								
Field Coordination		2.0				4.0	4.0	\$ 840.00
Field Reconnaissance - Locate Borings & Utility Clearance							6.0	\$ 330.00
Soil Sampling and Logging					52.0			\$ 3,900.00
Delayed Groundwater Readings					4.0			\$ 300.00
Review Field/Lab Data	2.0	8.0				6.0		\$ 1,980.00
Engineering Analysis	6.0	12.0				12.0		\$ 3,750.00
Draft Report Preparation	2.0	12.0				14.0		\$ 3,220.00
Final Report Production	2.0	4.0				12.0	2.0	\$ 2,040.00
Subtotal Hours	12.0	38.0	0.0	0.0	56.0	48.0	12.0	
Subtotal	\$ 2,100.00	\$ 5,320.00	\$ -	\$ -	\$ 4,200.00	\$ 4,080.00	\$ 660.00	\$ 16,360.00
TOTAL LABOR COSTS								\$ 16,360.00

PROJECT TOTAL \$ 47,245.00

Summary of Fees	
Direct Costs	\$ 30,885.00
Labor Costs	\$ 16,360.00
Total Fee	\$ 47,245.00

ARWA Elevated Storage Tank - North EST - Supplemental

DIRECT COSTS				
Description	Qty.	Unit	Unit Cost	Total
Field Exploration				
Rock Coring	95	ft	\$ 35.00	\$ 3,325.00
Backfill	95	ft	\$ 8.00	\$ 760.00
SUBTOTAL FIELD:				\$ 4,085.00
Laboratory Tests				
Moisture Content	6	ea	\$ 18.00	\$ 108.00
UC Rock	6	ea	\$ 100.00	\$ 600.00
SUBTOTAL LAB:				\$ 708.00
Engineering Report				
Copies (max. 3 copies of report)	0	ls	500.00	\$ -
SUBTOTAL REPORT:				\$ -
TOTAL DIRECT COSTS				\$ 4,793.00

LABOR COSTS								
Description	Project Manager	Sr. Project Engineer	Project Engineer	Professional Geologist	Sr. Eng. Technician	EIT (I)	Admin. Specialist	Total by Task
	\$ 175.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 75.00	\$85.00	\$55.00	
Soil Sampling and Logging					8.0			\$ 600.00
Review Field/Lab Data						2.0		\$ 170.00
Engineering Analysis		4.0				6.0		\$ 1,070.00
Subtotal Hours	0.0	4.0	0.0	0.0	8.0	8.0	0.0	
Subtotal	\$ -	\$ 560.00	\$ -	\$ -	\$ 600.00	\$ 680.00	\$ -	\$ 1,840.00
TOTAL LABOR COSTS								\$ 1,840.00

PROJECT TOTAL **\$ 6,633.00**

Summary of Fees	
Direct Costs	\$ 4,793.00
Labor Costs	\$ 1,840.00
Total Fee	\$ 6,633.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- H.8** Consider adoption of Resolution 2021-03-10-006 approving the Memorandum of Understanding between the Authority and the City of San Marcos and County Line Special Utility District for Water Supply Sharing. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The predecessor to the Authority, the Hays Caldwell Public Utility Agency approved the Water Sharing Rules and Procedures in April 2014. In Spring of 2020, the Authority polled the Sponsors and it was determined that County Line Special Utility District needed interim water prior to the completion of the Authority's Carrizo project in 2023. As a result of subsequent discussions, San Marcos was identified as the only Sponsor that had surplus supply that could provide interim water to County Line SUD.

The Authority's Water Sharing Rules and Procedures notes that transfers of permitted water rights is the preferred method for shared water – since both San Marcos and County Line SUD have permits within the Edwards Aquifer Authority, it was determined that a transfer of rights would be the most efficient way to share water.

In December 2020, the Authority hired HDR, Inc. to prepare a rate study for water shared by San Marcos to County Line SUD. The study concluded in February and indicated an annual take-or-pay amount of \$165,228 per 1,000,000 gallons of water reserved. The study also determined a volumetric rate for actual water pumped of \$3.21 per 1,000 gallons.

In March 2021 County Line SUD updated their request to include only 630 acre-feet per year of water – this results in an annual take-or-pay amount of \$92,491 and the volumetric rate is unchanged.

The attached memorandum of understanding was developed to document the water commitments and procedures for shared water. Below are the highlights of the agreement:

- Starting in April 2021 the Authority will bill County Line SUD monthly for fixed expenses (take-or-pay reservation fees), whether or not County Line SUD takes any water under the MOU.
- Additionally, the Authority will bill County Line SUD monthly based on the volume of water pumped by County Line SUD that is above their current permitted amount. The maximum amount of water that County Line may pump in one year under this agreement is 630 acre-feet.
- Title to the water will transfer at the well once the water is pumped.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 335 859 050#

- The understanding is an enforceable agreement to satisfy the requirements of a firm water supply for County Line SUD's water system during the Interim Period.

Attachment(s)

- Resolution 2021-03-10-006
- Memorandum of Understanding for Water Sharing
- HDR Rate Study

Board Decision(s) Needed:

- Adoption of Resolution 20210310-006 approving the Memorandum of Understanding between the Authority, the City of San Marcos and County Line Special Utility District for Water Supply Sharing.



ALLIANCE WATER

RESOLUTION NO. 20210310-006

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AUTHORITY, THE CITY OF SAN MARCOS AND COUNTY LINE SPECIAL UTILITY DISTRICT FOR WATER SUPPLY SHARING, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), approved the Water Sharing Rules and Procedures in April 2014 through the approval of Resolution 20140423-003.

2. In Spring 2020 the Authority requested updated water supply and water needs information from its Sponsors. As part of the process, County Line Special Utility District requested 630 acre-feet per year of water to be shared prior to the onset of the Carrizo supply from the Authority.

3. The Authority petitioned its Sponsors to determine those who had excess water supplies that could meet the 630 acre-feet per year need of County Line Special Utility District. San Marcos was the only Sponsor identified to have the excess supply during the period prior to the onset of the Carrizo supply.

4. In December 2020 the Authority hired HDR, Inc. to prepare a rate study for the cost of the water to be shared by San Marcos with County Line Special Utility District. The rates developed in the study are included within the attached Memorandum of Understanding.

5. The Authority developed the attached Memorandum of Understanding between the Authority, San Marcos and County Line Special Utility District to document the water commitments and procedures for shared water.

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

SECTION 1. The Authority Board of Directors approves the Memorandum of Understanding between the Authority, the City of San Marcos and County Line Special Utility District.

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

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

Resolution 20210310-006
Water Sharing MOU

ADOPTED: March 10, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Memorandum of Understanding between Alliance Regional Water Authority and the City of San Marcos and County Line Special Utility District for Water Supply Sharing

This Memorandum of Understanding (MOU) documents the mutual understanding between and among the Alliance Regional Water Authority (ARWA), the City of San Marcos (San Marcos) and County Line Special Utility District (CLSUD) under which San Marcos commits and makes available its Edwards Aquifer water permitted by the Edwards Aquifer Authority (EAA) to CLSUD on a temporary basis via CLSUD's existing facilities and two wells associated with CLSUD's three EAA permits.

Background

San Marcos and CLSUD, through its membership in Canyon Regional Water Authority, are members of ARWA, which is developing a Carrizo aquifer groundwater project to supply water to its members. Phase 1B of this project is planned to be completed and operational by December 31, 2023. CLSUD anticipates the need for additional water supply during the period from March 1, 2021 until the ARWA Phase 1B project is completed (the Interim Period). San Marcos has supplies above and beyond their previous commitment to Buda that exceed their projected needs during the Interim Period, and San Marcos is willing to commit and make available water to CLSUD from their existing water portfolio of EAA-permitted water supply during the Interim Period as described in this MOU.

Agreements

In consideration of the mutual covenants contained in this MOU, the parties agree as follows:

- A. Starting in April 2021, ARWA will bill CLSUD monthly for fixed expenses owed to San Marcos for the water supply committed to CLSUD, whether or not CLSUD takes any water under this MOU. Paragraph D.1 describes the rates for the fixed expenses.
- B. In addition to the amounts described in paragraph A above, ARWA will bill CLSUD monthly based on the volume of water withdrawn from CLSUD's EAA wells that is attributable to San Marcos's EAA permits under this MOU.
- C. Water shared under this MOU will be withdrawn solely at CLSUD's existing EAA Well Nos W100-860 and/or W100-861. The maximum total annual amount that may be pumped then under this MOU is 630 acre-feet. CLSUD will operate and meter its groundwater withdrawals daily to ensure that the limit on the total daily water amount pumped then utilized is not exceeded.
- D. The ARWA Board of Directors sets the rates below for water purchased from San Marcos and sold to CLSUD in a manner consistent with ARWA's prior Water Sharing Program. The rates and corresponding annual adjustments are described below:
 1. For 2021 the monthly rates for fixed expenses will be \$92,941 for San Marcos's water. ARWA will notify CLSUD each year of any changes in these rates for the subsequent

year. The changes will be based on the then-current GBRA raw water rate and EAA Management Fees.

2. For water pumped by CLSUD in 2021, the volume rates will be \$3.21/1,000 gallons for water shared by San Marcos. For 2021 and succeeding years, the volume rates will be adjusted up or down based on annual changes in the Consumer Price Index – All Urban Consumers Index, subject to a maximum annual increase of 2.0%.
- E. Within five calendar (5) days of the end of each calendar month, CLSUD shall provide to ARWA daily meter readings for their EAA well usage for ARWA’s use to determine monthly invoice amounts. These meter readings shall clearly report (1) the volume of Edwards water pumped under the authorization in CLSUD’s EAA permits and (2) the volume pumped under the authorization of San Marcos’s permit and covered in this MOU.
 - F. CLSUD agrees to pay the monthly amounts billed under this MOU to ARWA within 20 calendar days of receipt. ARWA agrees in turn to pay these amounts to San Marcos within 20 calendar days of receipt of payments from CLSUD.
 - G. ARWA and San Marcos will work with CLSUD to request and secure all necessary authorizations from EAA to allow the transfer contemplated in this MOU. All application fees for transfers will be paid by CLSUD.
 - H. Title to all water pumped by CLSUD at their EAA wells will be in CLSUD’s name.
 - I. A maximum of 630 acre-feet per year is available for pumping and use by CLSUD, regardless as to whether CLSUD’s wells and infrastructure can produce and transmit this additional quantity of water.
 - J. This MOU is intended be an enforceable agreement to satisfy the requirements of 30 TAC §290.45(f) for CLSUD’s water system during the Interim Period.
 - K. This MOU will take effect on the date it is signed by ARWA, San Marcos, and CLSUD and it will continue in effect until the date of completion of the ARWA Phase 1B project.

[Signatures on next page]

Agreed to and accepted:
Alliance Regional Water Authority

By: Graham M. Moore, Executive Director Date

City of San Marcos

By: Bert Lumbreras, City Manager Date

County Line Special Utility District

By: Daniel Heideman, General Manager Date

Memo

Date: January 27, 2021

Project: Alliance Water Interim Rate Study – County Line SUD

To: Graham Moore, PE

From: Grady Reed

Subject: **Alliance Water Interim Rate Study – County Line SUD**

Introduction

County Line SUD (CLSUD) currently obtains water through a contract with the Canyon Regional Water Authority (CRWA) and through District-owned wells drilled into the Edwards Aquifer. It is anticipated that CLSUD may need an additional source of water before full implementation of the Alliance Water supply project. Under an agreement between Alliance Water Regional Water Authority (Alliance Water), the City of San Marcos (San Marcos), and CLSUD, additional water supply will be made available to CLSUD on a temporary basis. The temporary supply will come through commitments from San Marcos. This commitment will be for up to 1,100 af/yr of additional supply and this contract will be in effect until the implementation of Alliance Water’s Carrizo project, which is expected to occur in 2023. It is anticipated that this water will be transferred through Edwards Aquifer Authority (EAA) Permits with San Marcos assigning a portion of their permit to CLSUD. CLSUD can then take delivery of this water through their existing Edwards Aquifer wells. The purpose of this technical memorandum is to outline the process for determining the rates charged by San Marcos to CLSUD for use of this interim water supply.

Summary of the Water Sharing Agreement

The following are key points of the interim water sharing agreement pertinent to determine interim water rates:

- San Marcos agrees to commit 1,100 af/yr (1.0 MGD) of their Edwards Aquifer supply to CLSUD.
- This water would be pumped from CLSUD’s existing wells with no additional infrastructure needed to deliver the water.
- The EAA will continue to invoice San Marcos for the full value of the City’s Edwards Aquifer permit (5,433.4 acre-feet).

- Alliance Water will invoice CLSUD based upon the agreed upon contractual terms. Alliance Water will make payments to San Marcos based on the amounts invoiced to CLSUD.
- CLSUD will be responsible for any additional costs imposed by the EAA or other parties in order to reassign a portion of San Marcos' water right to CLSUD on an interim basis.
- By assigning a portion of the groundwater right to CLSUD, San Marcos may have to rely on more expensive surface water to meet's in projected water demands through 2023. This study determined a cost for the interim supply by examining San Marcos' water supply cost in total (both ground and surface water sources).

Development of Interim Water Rates

The prospective interim water rates were established using the approved FY21 utility budget from San Marcos. The San Marcos utility budget includes some “common” expenses – or expenses that are common to both the water and wastewater utility (i.e. utility administration). In those cases, HDR worked with the City staff to allocate those cost attributable to the wastewater utility to the “Other” category of cost (see Determining the Volume Rate below for a full explanation of each category). This process allows for only costs attributable to the water utility to be included in this rate analysis. The FY21 total utility budget used in this study is \$50,920,847.

Determining the Fixed Monthly Payment

During the course of this study, two different rates structures were examined – a volume only rate and a rate structure that would include a fixed monthly payment as well as a volume rate. The latter rate structure was determined to be the most fair rate structure for all parties involved.

San Marcos has committed capacity within their system by assigning a portion of their EAA permit to CLSUD. However, San Marcos will still be paying the full invoice amount to EAA associated with the City's permit. In addition to the EAA permit volumes assigned to CLSUD a portion of the water supply from Texas State University and GBRA are assigned to the fixed monthly payment. While it is anticipated that the majority of the water delivered to CLSUD will be Edwards Aquifer Supply, it is possible that in the future San Marcos could provide supply associated with this water sharing agreement through the Texas State University supply. In addition, San Marcos will face higher water costs on a per unit basis as more of their supply shifts to surface supply as opposed to cheaper groundwater; therefore, it is appropriate to include a portion of the City's surface water cost in the fixed charge as well. As shown in Table 1, a portion of these costs will be

passed on to CLSUD as a “Take or Pay” charge. CLSUD will pay this charge regardless of how much water they take from San Marcos.

**Table 1
Annual Take or Pay Charge**

System Component	Annual Cost	San Marcos Supply Amount (MGD)	\$/MGD
EAA Management Fees	\$478,104	4.851	
TX State Water Credit	\$410,000	1.0	
Surface Water Costs	\$1,562,667	9.0	
Total	\$2,450,771	14.833	\$165,228
Total Fixed Payment (Demand Charge) for 1.0 MGD			\$165,228

As can be seen in Table 1, the total anticipated costs to be paid by the City in 2021 related to securing water supply sources is \$2,450,771. The total supply available to the City of San Marcos from these sources is 14.833 MGD for a cost of \$165,228/MGD of supply. Since CLSUD has reserved 1.0 MGD of this capacity for their interim supply, the cost associated with 1.0 MGD has also been assigned to CLSUD. Using these components to determine the take or pay charge results in a total demand charge of \$165,228 that will be due to San Marcos.

Determining the Volume Rate

In addition to the annual take or pay charge detailed above, CLSUD will also be charged a volume rate when CLSUD takes delivery of water. This is a per 1,000 gallon rate and is only charged when CLSUD takes water from San Marcos.

To determine the volume rate, a multi-step process was used. Starting with the total water utility budget determined, those costs were allocated to various functional categories within their water systems. The functional cost categories used in this study were as follows:

- Groundwater supply – this is the cost associated with maintaining groundwater sources, pumping and treating water produced from wells.
- Surface water supply – this is the cost associated with procuring and producing surface water.
- Water treatment – this is the cost associated with treating surface water.
- Transmission – this is the cost associated with moving water produced through the city’s transmission system and for storing that water. There is no hard

definition of a transmission system; however, it is normally associated with the large diameter water lines within a city’s distribution system.

- Distribution – this is the cost associated with supplying water through the city’s smaller diameter distribution lines.
- Administration – this is the cost associated with providing administrative oversight of the utility and producing and collecting water bills.
- Other – this category was used for costs that needed to be excluded from the volume rate. This is discussed in more detail below.

Only those costs associated with groundwater supply, surface water supply and water treatment were included in the volume rate. These columns are highlighted yellow in Table 3. Even though CLSUD is expected to purchase groundwater from San Marcos, it is appropriate to include the cost of surface water in the volume rate. San Marcos has “excess” water to sell due in part to the surface water supplies maintained by the City.

Many costs were allocated to the “Other” category. These costs included those costs used to calculate the take or pay amount (that assures that these costs are not double counted in both the take or pay rate and the volume rate). Finally, the costs associated with the Alliance Water system (including debt) were excluded from the volume rate. San Marcos would be developing this additional water supply whether or not they were selling water to CLSUD, and so those cost should not be passed on to CLSUD.

The remaining costs were allocated into the functional cost categories with input from city staff. The allocations used are shown in Table 2.

**Table 2
Functional Cost Allocations**

Item	GW	SW	Trmt.	Trans.	Dist.	Admi.	Other	Total
OPERATIONS & MAINTENANCE EXPENDITURES								
Total Personnel Services	1%	2%	1%	24%	39%	5%	29%	100%
Total Contracted Services	3%	13%	14%	4%	4%	2%	59%	100%
Total Materials and Supplies	0%	1%	0%	26%	39%	1%	33%	100%
Total Other Charges	1%	13%	4%	26%	28%	10%	19%	100%
Total Indirect Costs	5%	5%	5%	27%	28%	5%	25%	100%
CAPITAL-RELATED EXPENDITURES								
Total Operating / Admin Transfers	4%	46%	7%	5%	28%	5%	5%	100%
Total Debt Service Payments	1%	3%	21%	14%	14%	0%	47%	100%
Total Minor Capital Outlay	3%	10%	4%	13%	20%	25%	25%	100%

After these costs were assigned to each functional cost category, the total cost associated with the category was determined. For example, Table 3 shows that the total projected groundwater supply cost for San Marcos is \$915,743 for FY21. The total cost associated with each category is then credited for non-rate revenue. This could be from fees or other

sources of revenue generated by the utility that is not directly associated with the water rates. Once this amount has been subtracted from the total, the dollar amount remaining is the rate supported cost of service for each functional category. For example, the total rate supported cost of service for groundwater supply for San Marcos is \$876,025. This value is then divided by the total projected groundwater pumpage to determine an average unit cost per service unit for each type of service. In this case, the average unit cost for groundwater is \$1.47/1,000 gallons. An average unit cost is also calculated for surface water and treatment.

**Table 3
Water Unit Costs by Functional Area**

Item	Test Year	Groundwater Supply	Surface Supply	Water Treatment	Transmission	Distribution	Administration	Other Cost Centers
	2021 Total							
TOTAL COST OF SERVICE								
O&M Expenses (less capital & transfers)	\$36,691,961	\$ 762,074	\$ 3,616,614	\$ 2,533,317	\$ 6,663,304	\$ 8,045,704	\$ 1,972,650	\$ 13,098,298
Operating Capital	\$ 457,667	\$ 15,207	\$ 43,627	\$ 17,237	\$ 60,383	\$ 91,947	\$ 115,883	\$ 113,383
Debt Service Requirements	\$13,746,219	\$ 137,462	\$ 412,387	\$ 2,886,706	\$ 1,924,471	\$ 1,924,471	\$ -	\$ 6,460,723
Transfers Out								
Operating Transfers	\$ 25,000	\$ 1,000	\$ 11,500	\$ 1,750	\$ 1,250	\$ 7,000	\$ 1,250	\$ 1,250
Other Non-P&I Capital Transfers								
Total Transfers Out	\$ 25,000	\$ 1,000	\$ 11,500	\$ 1,750	\$ 1,250	\$ 7,000	\$ 1,250	\$ 1,250
TOTAL COST OF SERVICE	\$50,920,847	\$ 915,743	\$ 4,084,127	\$ 5,439,010	\$ 8,649,408	\$ 10,069,122	\$ 2,089,784	\$ 19,673,655
LESS NON-RATE REVENUE ADJUSTMENTS								
Other Revenue	\$ 2,208,561	\$ 39,718	\$ 177,139	\$ 235,903	\$ 375,146	\$ 436,722	\$ 90,639	\$ 853,294
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADJUSTMENTS	\$ 2,208,561	\$ 39,718	\$ 177,139	\$ 235,903	\$ 375,146	\$ 436,722	\$ 90,639	\$ 853,294
TOTAL RATE-SUPPORTED COST OF SERVICE	\$48,712,286	\$ 876,025	\$ 3,906,989	\$ 5,203,107	\$ 8,274,262	\$ 9,632,399	\$ 1,999,145	\$ 18,820,360
		(000 gals)	(000 gals)	(000 gals)				
Service Units (includes unbilled water)		596,371	2,518,551	3,114,922				
Avg. Unit Costs per Service Unit		\$ 1.47	\$ 1.55	\$ 1.67				
Avg. Unit Costs for Functional Areas of the System								
Treated Water	\$ 3.21	per 1,000 gals						

The final step in the process is to use the average unit cost per service unit to determine a volume rate. In order to do this, the unit cost for groundwater and surface water are weighted according to the projected use of each, and then the treatment cost are added to that value.

Using this method, the volume rate calculated for water sold to CLSUD is \$3.21/1,000 gallons.

Updating the Rates

The take or pay charge will vary from year to year based upon the EAA Management Fees for that year. The process outlined in this memo will be used to update that rate.

The volume rate will be updated based upon the Consumer Price Index (CPI) every year.

Summary

The total annual take or pay charge for CLSUD will be \$165,228. This amount will be updated every year based upon EAA Management Fees, TX State Water Credit expenses, and GBRA Surface water costs paid by San Marcos for that year.

The volume rate will be \$3.21/1,000 gallons. These rates will be updated each year based upon the CPI.

If CLSUD were to take the full 1.0 MGD, the total estimated annual cost would be \$1,335,381 (including the take or pay charge and the volume charges). This equates to a rate of \$3.66/1,000 gallons.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 10, 2021 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 335 859 050#

H.9 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*

Background/Information

On the following pages is a list of bills that have been filed that may be of interest to the Authority as of March 5, 2021. The Authority's initial position on the bill has been provided in the table based on the legislative priorities approved by the Board in December 2020.

The Authority's Aquifer Storage and Recovery Bill (HB 2863) was filed by Representative Kuempel on March 4, 2021. Legislative Council is working on a substitute to be introduced when it is in committee that will clarify that any water withdrawn from the ASR project can be utilized outside the boundaries of the Edwards Aquifer Authority.

The deadline for filing non-local bills is March 12, 2021. The attached list will continue to be updated and/or revised as new bills are filed and when they are assigned to committees.

Attachment(s)

- ARWA Bill Tracking as of 3/05/2021

Technical Committee Decision(s) Needed:

- Possible direction to Staff.

ARWA Bill Tracking – 2021 / 87th Texas Legislature

ARWA – Bills to Support/Oppose (as of 03/04/2021)				
<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>
HB 666 HB 668 SB 152	Harris Harris Perry	<ul style="list-style-type: none"> Relating to regulation of groundwater conservation districts Award of attorney fees is optional Groundwater rights owner can petition for rule-making Notice of permit to adjacent landowners 	Natural Resource Natural Resources Ag, Water & Rural Affairs	Support
HB 837 SB 830	Lucio III Zaffirini	<ul style="list-style-type: none"> Requires the PUC to verify the compensation awarded to a utility by the petitioner 		Support
HB 966	Burns	<ul style="list-style-type: none"> Ch. 36 Water Code amended to change award of attorney’s fees from “shall” to “may”. 	Natural Resources	Support
HB 1030	Shaheen	<ul style="list-style-type: none"> Allow publication on entity’s website to satisfy any other legal requirement to publish notice in a newspaper 	County Affairs	Support
HB 1089	Reynolds	<ul style="list-style-type: none"> Increases the tort liability limit for a governmental unit for wrongful acts committed by their employees 	Judiciary & Civil Jurisprudence	Oppose
HB 1473 SB 526	Gates Kolkhorst	<ul style="list-style-type: none"> Require special purpose districts to include a live video stream of each board meeting on the district’s website. 		Oppose
HB 1888	Fierro	<ul style="list-style-type: none"> Allows governmental entities to conduct open or closed mtgs via conference call 		Support
HB 2275	Zwiener	<ul style="list-style-type: none"> Create a water resiliency fund for entity’s to weatherize water and wastewater facilities. Requires some financial contribution from entities. 		Support
SB 307	Eckhardt	<ul style="list-style-type: none"> Prohibits entities other than Local Government Corporation from provide wholesale water across 		Oppose

ARWA Bill Tracking – 2021 / 87th Texas Legislature

		two county lines if they commence operations after September 2021.		
SB 724	Schwertner	<ul style="list-style-type: none"> Condemnor is required to pay attorney's fees and other professional fees if special commissioner's award is greater than 20% of condemnor's final offer 		Oppose

ARWA – Bills Related to Open Meetings / Government (as of 03/04/2021)

<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>	<u>Bill Number</u>
HB 2560	Martinez	<ul style="list-style-type: none"> Allows for open meetings to occur via conference call. Has some provisions requiring presiding officer to be at a location open to the public. 		Monitor
SB 639	Menendez			
HB 2683	Canales	<ul style="list-style-type: none"> Allow for open meetings via conference call or virtual meeting. Requires notice of public locations where any Board members are attending. 		Monitor
SB 924	Zaffirini			
SB 526	Kolkhorst	<ul style="list-style-type: none"> Require live video stream of meetings on website. 		Monitor
SB 861	Paxton	<ul style="list-style-type: none"> Expand opportunities for governmental bodies to hold remote meetings and prescribes procedures 		Monitor
SB 923	Zaffirini	<ul style="list-style-type: none"> Omnibus open meetings & open government bill. Individual sections are divided into separate bills (SB 925 through SB 929) 		Monitor

ARWA – Bills to Monitor (as of 3/4/2021)

<u>Bill Number</u>	<u>Sponsor</u>	<u>General Information</u>	<u>Committee</u>	<u>ARWA Position</u>
HB 263	Meza	<ul style="list-style-type: none"> Relating to rest breaks for employees of certain contractors with a governmental entity 	State Affairs	Monitor

ARWA Bill Tracking – 2021 / 87th Texas Legislature

HB 348	Zwiener	<ul style="list-style-type: none"> Relating to a requirement to make certain environmental and water use permit applications available online 	Natural Resources	Monitor
HB 692	Shine	<ul style="list-style-type: none"> Relates to retainage requirements for certain public works construction projects 	State Affairs	Monitor
HB 749 SB 234	Middleton Hall	<ul style="list-style-type: none"> Prohibits political subdivision from spending public funds on lobbyists 	State Affairs State Affairs	Monitor
HB 768	Patterson	<ul style="list-style-type: none"> Extends a requirement to make video and audio of a regular public meeting available on the internet. Requirements match those of school board meetings. 	County Affairs	Monitor
HB 776	Walle	<ul style="list-style-type: none"> Clarifies contract requirements for workers' compensation on construction projects 	Business & Industry	Monitor
HB 863	Romero	<ul style="list-style-type: none"> Requires an audit of public work contract to verify compliance with prevailing wage rate requirements 	State Affairs	Monitor
HB 901	Burns	<ul style="list-style-type: none"> Applies to private entities only: Establishes criteria that company must meet to make a bona fide offer and includes some requirements for the conveyance documents 	Land & Resource Mgmt	Monitor
HB 902	Burns	<ul style="list-style-type: none"> Require the AG to establish an ombudsman office to provide info to landowners whose property is being taken by eminent domain. Includes continuing education for ROW agents. Comprehensive changes to the Property Code. 	Land & Resource Mgmt	Monitor
HB 1130	White	<ul style="list-style-type: none"> Ch. 251 of Utilities Code is amended to include civil remedies for failure of underground utilities to comply with the Chapter. 	Judiciary & Civil Jurisprudence	Monitor
HB 1336	Pacheco	<ul style="list-style-type: none"> Requires contractors to comply with E-verify program in order to be eligible for a contract for goods and services. 		Monitor

ARWA Bill Tracking – 2021 / 87th Texas Legislature

HB 1435	Lucio III	<ul style="list-style-type: none"> Changes CCN certification by PUC to authorize a municipal single certification only if the PUC finds the retail public utility is incapable of providing service and to establish compensation. 		Monitor
HB 1506	Zwiener	<ul style="list-style-type: none"> Condemnor would gain possession of condemned land if award is deposited within 7 days, otherwise possession would not be gained until 180 days. 		Monitor
HB 1801	Larson	<ul style="list-style-type: none"> Allows SAWS to provide Edwards water to military installations without a permit, provided installation reduces their withdrawals by equal amount 		Monitor
HB 1879	Schofield	<ul style="list-style-type: none"> Establish actual progress for the purpose of right to repurchase real property from a condemning entity Increase req't from 2 to 3 of a list of 5 items (previously 7) 		Monitor
HB 2041 SB 721	Leman Schwertner	<ul style="list-style-type: none"> Requires condemnor to provide updated appraisal prior to special commissioner's hearing 		Monitor
HB 2042 SB 723	Leman Schwertner	<ul style="list-style-type: none"> Would specially allow landowners to refuse to grant condemnor access to property. Recourse would be through a lawsuit. 		Monitor
HB 2044 SB 726	Leman Schwertner	<ul style="list-style-type: none"> Similar to HB 1879 Keeps the list at 7 items, but does increase number required from 2 to 3 		Monitor
HB 2581	Kacal	<ul style="list-style-type: none"> Establishes a process for a governmental entity to prequalify potential offerors on civil works projects. 		Monitor
HB 2730	Deshotel	<ul style="list-style-type: none"> Significant changes to eminent domain, including prescribing language to be included in some easements 		Monitor

ARWA Bill Tracking – 2021 / 87th Texas Legislature

SB 423	Hinojosa	<ul style="list-style-type: none"> Amends Ch 21 of Property Code to allow special commissioners' hearing notices in an eminent domain proceeding in manners as allowed by Texas Rules of Civil Procedure for citation. 		Monitor
SB 722	Schwertner	<ul style="list-style-type: none"> Condemnor must pay reasonable attorney fees for failing to disclose appraisal reports 		Monitor
SB 724	Schwertner	<ul style="list-style-type: none"> Condemnor is required to pay attorney's fees and other professional fees if special commissioner's award is greater than 20% of condemnor's final offer 		Oppose
SB 946	Eckhardt	<ul style="list-style-type: none"> Adds exempt wells to the list of items a GCD must consider when issuing or denying a new permit 		Monitor
SB 986	Kolkhorst	<ul style="list-style-type: none"> Significant eminent domain bill – primarily affects private entities. Similar to legislation filed in 86th session. 		Monitor
SB 997	Nichols	<ul style="list-style-type: none"> Relates to procedural requirements for the review of a contractual rate charged for the furnishing of raw or treated water or water or sewer service. 		Monitor

END