



**NOTICE OF OPEN MEETING**  
**OCTOBER BOARD OF TRUSTEES**  
NBU Board Room, 263 Main Plaza, New Braunfels, Texas 78130  
October 26, 2023 at 1:00 PM  
[www.nbutexas.com](http://www.nbutexas.com)

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## **AGENDA**

### **CALL MEETING TO ORDER**

### **PLEDGE OF ALLEGIANCE AND INVOCATION**

Board Trustee John Harrell

### **PUBLIC COMMENT**

### **ITEMS FROM THE CHAIR**

1. Election of Officers for the NBU Board of Trustees for the Offices of President, Vice President, and Secretary
2. Report Related to the NBU Board Annual Self-Evaluation
3. Report from the Community Advisory Panel Board Committee

### **ITEMS FROM STAFF**

1. Interim CEO Update
  - a. Interim CEO Roadshow
  - b. Public Power Week
  - c. FY 2025 Strategic Planning Workshop and Timeline
  - d. Food Bank Activation
  - e. Customer Service Week
  - f. 4th Annual Texas Public Power Corridor Event
  - g. National Night Out
  - h. Texas Public Power Corridor Emergency Management Tabletop Exercise
  - i. Volunteering at Habitat for Humanity
  - j. International Lineman's Rodeo
  - k. Imagine a Day Without Water

- l. Spooktacular Community Event
  - m. United Way Employee Giving Campaign Results
  - n. Headwaters at the Comal Pollinator Electric Power Up Award Runner-Up
  - o. NBU Leadership Promotions and New Hires
  - p. Other Items Permitted Under Section 551.0415 of the Texas Government Code
2. Financial Update and Report
  3. Personnel Staffing Level Update

### **CONSENT ITEMS FOR ACTION**

1. Approve Minutes of the NBU Regular Board Meeting of September 28, 2023
2. Approve the Change Order Log from August 15, 2023, through September 15, 2023
3. Approve the Reports for Water and Electric Engineering Contracts from August 15, 2023, through September 15, 2023
4. Approve the Electric Line of Business Alternative Procurements from August 15, 2023, through September 15, 2023
5. Authorize Interim CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Design of the Loop 337 Ground Storage and County Line Road Standpipe Water Tank Rehabilitations, and an Additional Twelve Tank Sites Identified for Facility Improvements – Phase 1 Project
6. Authorize Interim CEO or His Designee to Negotiate and Execute a Construction Contract with Hunter Demolition and Wrecking Corporation for the Construction of the Veramendi Elevated Storage, West Coll Street Standpipe, and Sunset Drive Standpipe Tank Decommission Project
7. Authorize Interim CEO or His Designee to Negotiate and Execute a First Amendment to the Professional Services Agreement with Residuals Transport Corporation to Provide Biosolids and Debris Disposal Services for the Surface Water Treatment Facility, North Kuehler Wastewater Treatment Facility, South Kuehler Wastewater Treatment Facility, Gruene Road Water Reclamation Facility, and McKenzie Water Reclamation Facility
8. Authorize Interim CEO or His Designee to Negotiate and Execute an AIA Amendment to the Professional Services Agreement with R.E. Lamb for Site Selection, Design, Engineering Services, and Construction Administration of the Proposed Backup Operations Center
9. Authorize Interim CEO or His Designee to Negotiate and Execute a Construction Contract with Power Standard, LLC for Construction of the Comal CO14 and Freiheit FR22 Breaker Additions Project

- [10.](#) Approval and Adoption of Resolution #R2023-179 Authorizing the Interim Chief Executive Officer to Execute a Special Warranty Deed Selling a Certain Tract of Real Property Located at 1493 Gruene Road, New Braunfels, Comal County, Texas, 78130 Being Tract 2 of William E. Field Subdivision as Recorded in Volume 5, Page 39 of the Map and Plat Records of Comal County, Texas, and Other Matters in Connection Therewith

## **ACTION ITEMS**

- [1.](#) Discuss and Consider Authorizing the Bylaws for the Community Advisory Panel and Other Matters in Connection Therewith
- [2.](#) Discuss and Consider Appointing Members to the Community Advisory Panel, Including Naming the Chair and Other Matters in Connection Therewith

## **EXECUTIVE SESSION**

The Board of Trustees may recess into Executive Session for any purpose permitted by the Texas Open Meetings Act, including but not limited to:

1. Power Supply Resources – Competitive Matters  
(Section 551.086 – Texas Government Code)
2. Consultation with Attorney Regarding Matters Protected by Attorney Client Privilege  
(Section 551.071 – Texas Government Code)
  - a. Utility Construction Cost Sharing Agreement Among New Braunfels Utilities, Southstar at Mayfair, LLC, MNB Real Estate Investments, LLC, Southstar at Mayfair Developer, LLC, and Beaverhead NB, LLC
  - b. Purchase of the Proposed NBU Headquarters Site on 76.618 Acres Located South of the Intersection of Krueger Canyon Road and FM 482 and Northwest of the Intersection of Engel Road and IH-35 in Comal County, Texas and Related Contracts
  - c. Construction of the Proposed NBU Headquarters Facility on 76.618 Acres Located South of the Intersection of Krueger Canyon Road and FM 482 and Northwest of the Intersection of Engel Road and IH-35 in Comal County, Texas and Related Contracts
3. Consultation with Attorney Regarding Matters Protected by Attorney Client Privilege; Personnel Matters  
(Section 551.071 and Section 551.074 – Texas Government Code)
  - a. Deliberate Plan and Strategy for Implementation of Executive Employment Agreement for Chief Executive Officer
4. Personnel Matters  
(Section 551.074 – Texas Government Code)
  - a. Deliberate the Appointment, Employment, and Duties of the Chief Executive Officer

- b. Deliberate the Appointment, Employment, and Duties of the Interim Chief Executive Officer

The Board of Trustees upon reconvening in Open Session will discuss and consider any action if necessary regarding closed session items.

**RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE**

**ACTION ITEMS**

1. Discuss and Consider Authorizing the Interim CEO or His Designee to Negotiate and Execute a Second Letter Agreement Extending Developer Payment Deadlines for Certain Improvements Outlined in the Utility Construction Cost Sharing Agreement Dated February 8, 2022, and the Related First Amendment all among New Braunfels Utilities, Southstar at Mayfair, LLC, MNB Real Estate Investments, LLC, Southstar at Mayfair Developer, LLC, and Beaverhead NB, LLC

**ADJOURN**

If you require assistance in participating at a public meeting due to a disability as defined under the Americans with Disabilities Act, reasonable assistance, adaptations or accommodations will be provided upon request. Please contact the Board's Executive Assistant at least three (3) days prior to the scheduled meeting date, at (830) 629-8400, or NBU Main Office at 263 Main Plaza, New Braunfels, Texas, for additional information.

**CERTIFICATE OF POSTING**

I, Ryan Kelso, Secretary to the Board of Trustees, do hereby certify that this Notice of Meeting was posted at the City of New Braunfels City Hall, 550 Landa Street, New Braunfels, Texas, and New Braunfels Utilities Main Office, 263 Main Plaza, New Braunfels, Texas, on the **20th day of October, 2023**, and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

  
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Ryan Kelso, Interim Chief Executive Officer  
Secretary to the Board of Trustees

# CEO Update





# Celebrating Public Power Week



# FY 2025 Strategic Planning Workshop and Timeline





# Community Activation





# Texas Public Power Corridor 4th Annual Anniversary Event



# NBU Activates for National Night Out



# Texas Public Power Corridor Emergency Management Tabletop Exercise



# Community Service: Habitat for Humanity



# International Lineman's Rodeo



# Imagine a Day Without Water





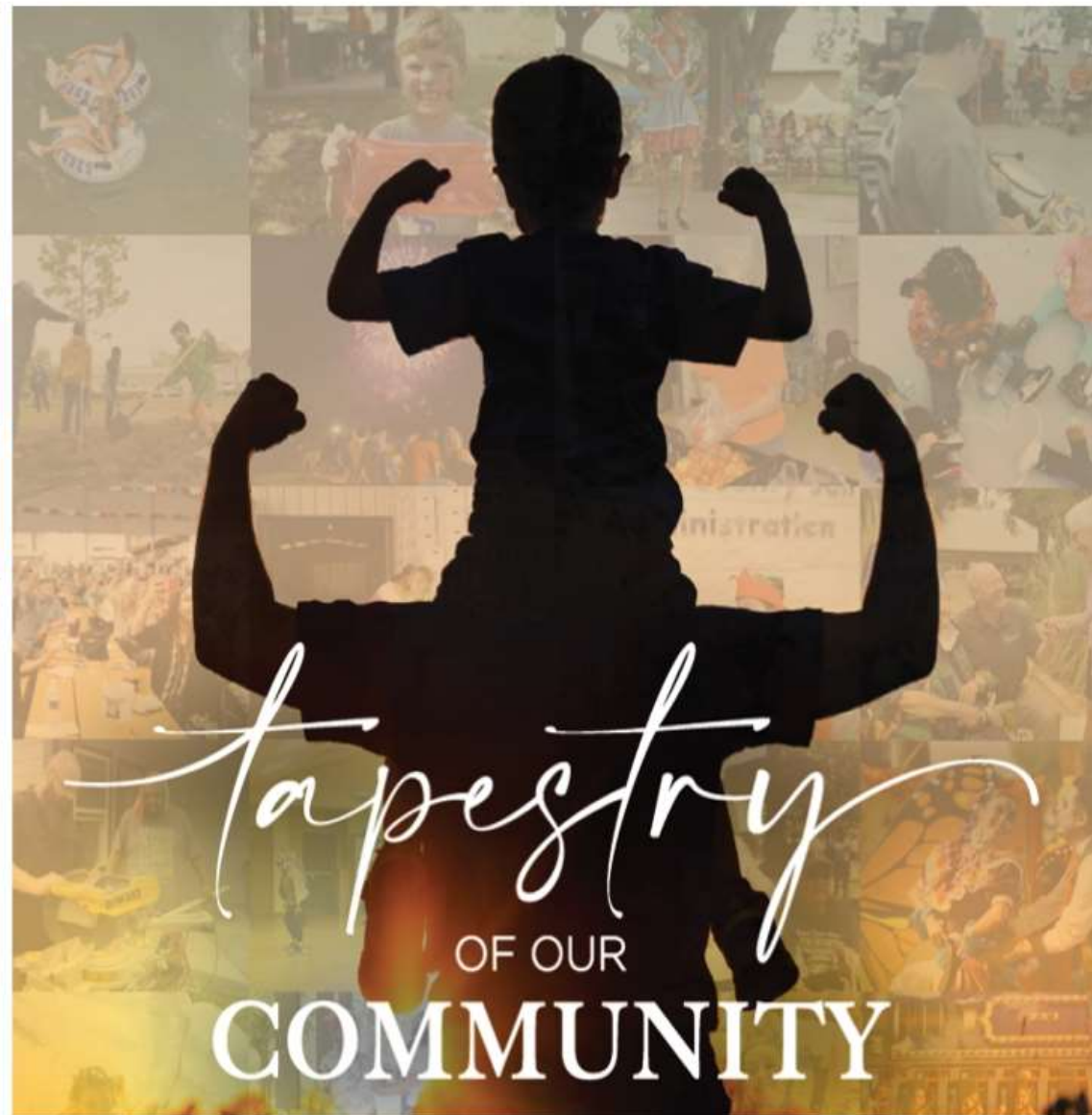
# Downtown Spooktacular Event



# Thank You NBU Employees!

## 73% Participation

## \$57,139.74 Pledged



**NBU** NEW BRAUNFELS  
UTILITIES



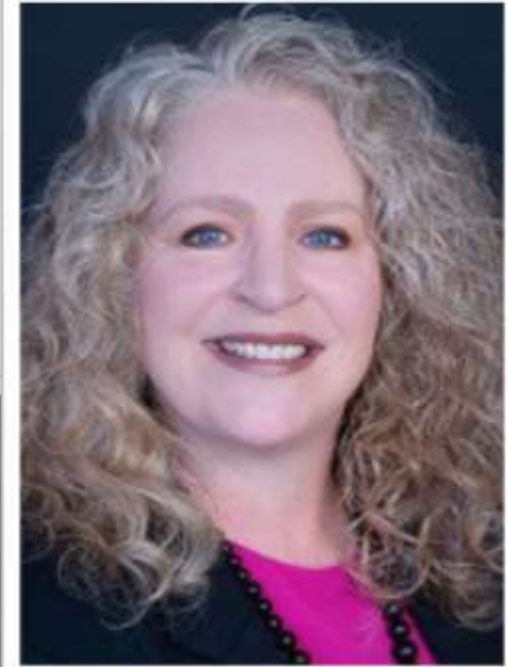
# Leadership Announcements



Adriana Sanchez  
Director of  
People and  
Culture



Beth Perez  
Human Resources  
and  
Learning and  
Development  
Manager



Pamela Tarbox  
Records Manager

Rachel Leir  
Director of  
Legal Services



Jessica Green,  
Reliability and  
Resiliency  
Manager





**Meeting Date:** October 26, 2023      **Agenda Type:** Items from Staff

**From:** Kimberly Huffman      **Reviewed by:** Ashley Van Booven  
Accounting Manager      Director of Finance

**Submitted by:** Dawn Schriever      **Approved by:** Ryan Kelso  
Chief Financial Officer      Interim Chief Executive Officer

**RECOMMENDED ACTION:** Review Financial Update and Report - September 2023

## **BACKGROUND**

NBU's service territory experienced higher temperatures and lower rainfall during the month of September than historically. The average temperature was 87.3 degrees, which was 8.4 degrees higher than the historical average temperature of 78.9 degrees. Rainfall totaled 0.24 inches for the month of September, which was 3.06 inches lower than the historical average rainfall of 3.3 inches.

For the month of September 2023, NBU recorded a change in net position after contributions ("CNPAC") of \$8,102,000 which represents an increase of \$1,952,000 compared to the budgeted monthly CNPAC of \$6,150,000. Operating service revenues of \$26,251,000 were less than budget by \$489,000, or 2%, for the month of September. A \$657,000 decrease in electric revenue, \$422,000 increase in water revenue, and a \$254,000 decrease in wastewater revenue contributed to the overall service revenues. Other operating revenues of \$627,000 were greater than budget by \$206,000 for the month of September. Purchased power costs were \$21,000 less than budget for September 2023 and \$17,215,000 greater for Year-to-Date ("YTD"). A decrease in other operating expenses of \$1,421,000 resulted in total operating expenses to be \$1,442,000, or 7%, less than the budgeted amount of \$20,986,000. The net revenue and operating expense variances contributed to a favorable net operating income variance of \$1,159,000 from budget. Net non-operating items had a \$254,000 favorable variance compared to budget. Impact fees were greater than budget by \$693,000, services income was less than budget by \$88,000, and capital participation fees were less than budget by \$66,000. September 2023 YTD CNPAC was \$12,996,000, which was \$479,000 greater than the budgeted amount of \$12,517,000.

## **FINANCIAL IMPACT**

### **Electric**

The Electric Line of Business reported total operating revenues of \$18,638,000, a \$508,000 decrease, or 3%, from the September budgeted amount of \$19,146,000. The net rate realized per kWh was \$0.0972, which was 4% less than the budgeted rate of \$0.1008. September kWh sales were 186.7 million kWh, a 0.2 million kWh increase, and on target in comparison to the budgeted amount of 186.5 million kWh. Purchased power costs totaled \$11,360,000, which was \$21,000 less than the budgeted amount of \$11,381,000. Electric gross margin, which is total operating revenues minus purchased power, resulted in the amount of \$7,278,000 for the month of September and \$11,750,000 YTD. These amounts were \$487,000 less and \$4,189,000 less than the budgeted amount of \$7,765,000 Month-to-Date ("MTD") and \$15,939,000 YTD. Other operating expenses were less than budget by \$482,000. These items resulted in the Electric Line of Business reporting

net operating income of \$4,760,000, which was \$5,000 less than the budgeted amount of \$4,765,000. Net non-operating items provided a favorable variance from budget of \$146,000. Services income was less than budget by \$194,000. The Electric Line of Business reported September 2023 CNPAC of \$4,156,000 and YTD CNPAC of \$6,562,000. These amounts were \$53,000 less and \$2,274,000 less than their respective September 2023 MTD and September 2023 YTD budget amounts.

### **Water**

The Water Line of Business reported total operating revenues of \$5,167,000, a \$468,000 increase, or 10%, from the September budgeted amount of \$4,699,000. In September, water gallons sold of 535,087,000 was greater than the budgeted amount of 468,347,000 (a 66,740,000-gallon variance from budget, or 14%). NBU's net realized price per 1,000 gallons sold in September was \$9.46, which was less than the budgeted amount of \$9.91. Operating expenses for September were \$3,337,000, which was \$564,000 less than the budgeted amount of \$3,901,000. The net effect of greater revenues and lesser operating expenses than budgeted resulted in the Water's net operating income of \$1,831,000, which was greater than budget. Net non-operating items provided a favorable variance of \$13,000 from budget. Impact fees of \$1,457,000 were greater than budget by \$441,000 and services income was greater than budget by \$105,000. The Water Line of Business reported September 2023 CNPAC of \$2,982,000 and YTD CNPAC of \$4,503,000. These amounts were \$1,592,000 greater than and \$1,841,000 greater than their respective September 2023 MTD and September 2023 YTD budget amounts.

### **Wastewater**

The Wastewater Line of Business reported total operating revenues of \$3,073,000, a \$243,000 decrease, or 7%, from the September budgeted amount of \$3,316,000. Total operating expenses of \$2,330,000 were \$374,000 less than the budgeted amount of \$2,704,000. As a result, the Wastewater Line of Business reported net operating income of \$743,000, which was \$131,000 greater than the budgeted amount of \$612,000. Net non-operating items provided a favorable variance of \$96,000 from budget. Impact fees were greater than budget by \$252,000, and capital participation fees were less than budget by \$66,000. The Wastewater Line of Business reported September 2023 CNPAC of \$964,000 and YTD CNPAC of \$1,931,000. These amounts were \$413,000 greater than and \$912,000 greater than their respective September 2023 MTD and September 2023 YTD budget amounts.

## **LINK TO STRATEGIC PLAN**

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### **Financial Excellence**

## **EXHIBITS**

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1. YTD Overview Comparison to Budget and Prior Fiscal Year
2. Financial Statements
3. Capital Expenditure Summary
4. Statistics - Electric (Provided separately due to competitive matters)
5. Statistics - Water
6. Statistics - Wastewater

**NEW BRAUNFELS UTILITIES**  
**OVERVIEW COMPARISON TO BUDGET & PRIOR FISCAL YEAR**  
 For the Period Ending September 30, 2023

		AMOUNT	VARIANCE*	% CHANGE	FAV/UNFAV	Variance Explanation +/-30%
<b>ELECTRIC</b>						
Sales Volume (MWh)	Actual	378.3				
	Budget	382.2	(3.9)	-1%		
	Prior Year	362.7	15.6	4%		
Revenues (\$M)	Actual	\$ 52.1				
	Budget	\$ 39.0	\$ 13.0	33%		Increase in customer base for all LOB resulting in increased usage.
	Prior Year	\$ 36.7	\$ 15.4	42%		
Gross Margin (\$M) <i>(Total Operating Revenues Minus Purchased Pwr)</i>	Actual	\$ 11.8				
	Budget	\$ 15.9	(4.2)	-26%		
	Prior Year	\$ 5.2	\$ 6.5	*		
Operating Income (\$M)	Actual	\$ 7.3				
	Budget	\$ 10.0	(2.7)	-27%		
	Prior Year	\$ 1.2	\$ 6.1	*		
<b>WATER</b>						
Sales Volume (Million Gallons)	Actual	1.1				
	Budget	1.0	0.1	10%		
	Prior Year	0.9	0.2	19%		
Revenues (\$M)	Actual	\$ 9.1				
	Budget	\$ 9.3	(0.2)	-2%		
	Prior Year	\$ 7.7	\$ 1.4	18%		
Gross Margin (\$M) <i>(Total Operating Revenues Minus Purchased Water)</i>	Actual	\$ 7.2				
	Budget	\$ 7.2	(0.1)	-1%		
	Prior Year	\$ 6.5	\$ 0.6	9%		
Operating Income (\$M)	Actual	\$ 2.9				
	Budget	\$ 1.5	\$ 1.4	95%		Operating expenses are less
	Prior Year	\$ 3.1	(0.2)	-7%		
<b>WASTEWATER</b>						
Revenues (\$M)	Actual	\$ 6.0				
	Budget	\$ 6.6	(0.6)	-9%		
	Prior Year	\$ 5.5	\$ 0.5	9%		
Operating Income (\$M)	Actual	\$ 1.7				
	Budget	\$ 1.1	\$ 0.5	47%		Operating expenses are less
	Prior Year	\$ 1.7	(0.0)	-2%		
<b>COMBINED</b>						
Operating Expenses (\$M)**	Actual	\$ 6.7				
	Budget	\$ 10.0	(3.4)	-33%		Under budget for O&M expenses for all LOB's.
	Prior Year	\$ 5.8	\$ 0.9	16%		
Operating Income (\$M)	Actual	\$ 11.8				
	Budget	\$ 12.6	(0.7)	-6%		Electric net operating revenue was \$8M below budget
	Prior Year	\$ 6.0	\$ 5.8	97%		
Change in Net Position Before Contributions (\$M)	Actual	\$ 9.0				
	Budget	\$ 9.1	(0.1)	-1%		
	Prior Year	\$ 1.2	\$ 7.8	*		
Impact Fees (\$M)	Actual	\$ 3.3				
	Budget	\$ 2.8	\$ 0.5	18%		Impact fees were \$900k under budget
	Prior Year	\$ 2.1	\$ 1.2	54%		
Change in Net Position After Contributions (\$M)	Actual	\$ 13.0				
	Budget	\$ 12.5	\$ 0.5	4%		
	Prior Year	\$ 4.0	\$ 9.0	*		

\*Note: Variances are based on rounding of actual numbers and not summary numbers in previous column.

\*\*Note: Operating expenses less purchased power, purchased water, and depreciation & amortization.

LEGEND			
<b>Favorable</b>		<b>Unfavorable</b>	
Within +10%		Within -10%	
Exceeds +10%		Exceeds -10%	

NEW BRAUNFELS UTILITIES  
Balance Sheet  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	September 30 2023	August 31 2023	Variance	% Change
<b>ASSETS</b>				
<b>UTILITY PLANT</b>				
Utility Plant in Service	\$ 1,174,867	\$ 1,174,867	\$ -	0%
Less: Accumulated Depreciation	(347,965)	(344,791)	(3,174)	1%
Construction in Progress	85,910	79,585	6,326	8%
<b>TOTAL UTILITY PLANT</b>	<b>\$ 912,812</b>	<b>\$ 909,661</b>	<b>\$ 3,151</b>	<b>0%</b>
<b>CURRENT &amp; ACCRUED ASSETS</b>				
Cash & Temporary Investments	\$ 25,023	\$ 41,496	\$ (16,473)	-40%
Accounts Receivable - Customers (Net of Allowance for Bad Debt)	23,551	21,761	1,790	8%
Accounts Receivable - Other	6,355	6,788	(433)	-6%
Accrued Unbilled Revenue	14,370	14,262	107	1%
Inventory	8,420	7,456	964	13%
Prepaid Expenses	21,242	21,495	(253)	-1%
Accrued Interest Receivable	51	46	4	9%
Rents Receivable	216	427	(211)	-49%
<b>TOTAL CURRENT &amp; ACCRUED ASSETS</b>	<b>\$ 99,227</b>	<b>\$ 113,732</b>	<b>\$ (14,505)</b>	<b>-13%</b>
<b>RESTRICTED ASSETS &amp; DEFERRED DEBITS</b>				
Restricted Funds	\$ 103,947	\$ 83,184	\$ 20,763	25%
Designated Funds	62,088	60,485	1,603	3%
Pension Deferred Outflows	16,755	16,755	-	0%
Power Cost Adjustments - Under-Recovered	6,030	7,933	(1,903)	-24%
Mid-Basin Regulatory Asset	2,915	2,845	70	2%
Other Deferred Debits	4,026	3,620	406	11%
<b>TOTAL RESTRICTED ASSETS &amp; DEFERRED DEBITS</b>	<b>\$ 195,761</b>	<b>\$ 174,823</b>	<b>\$ 20,938</b>	<b>12%</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,207,801</b>	<b>\$ 1,198,217</b>	<b>\$ 9,584</b>	<b>1%</b>
<b>LIABILITIES &amp; NET POSITION</b>				
<b>BONDS PAYABLE</b>				
Long-Term Debt	\$ 372,196	\$ 372,187	\$ 8	0%
Unamortized Bond Discount/Premium	24,880	25,088	(208)	-1%
<b>TOTAL BONDS PAYABLE</b>	<b>\$ 397,076</b>	<b>\$ 397,276</b>	<b>\$ (200)</b>	<b>0%</b>
<b>CURRENT &amp; ACCRUED LIABILITIES</b>				
Accounts Payable	\$ 6,636	\$ 9,292	\$ (2,656)	-29%
Accrued Purchased Power	10,239	18,109	(7,870)	-43%
Commercial Paper Payable	65,000	50,000	15,000	30%
Customer Deposits	12,366	12,331	35	0%
Accrued Payroll & Benefits (Including Compensated Absences)	4,073	4,858	(785)	-16%
Accrued Interest Expense	4,101	2,847	1,254	44%
Current Portion of Long Term Debt	8,045	8,045	-	0%
Other Payables	2,129	3,875	(1,746)	-45%
<b>TOTAL CURRENT &amp; ACCRUED LIABILITIES</b>	<b>\$ 112,589</b>	<b>\$ 109,357</b>	<b>\$ 3,232</b>	<b>3%</b>
<b>NONCURRENT LIABILITIES &amp; DEFERRED CREDITS</b>				
Accumulated Provision for Pension	\$ 29,068	\$ 29,068	\$ -	0%
Power Cost Adjustments - Over-Recovered	5,453	4,632	821	18%
Other Deferred Credits	18,688	20,768	(2,080)	-10%
<b>TOTAL NONCURRENT LIABILITIES &amp; DEFERRED CREDITS</b>	<b>\$ 53,208</b>	<b>\$ 54,467</b>	<b>\$ (1,259)</b>	<b>-2%</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 562,873</b>	<b>\$ 561,100</b>	<b>\$ 1,774</b>	<b>0%</b>
<b>NET POSITION</b>				
Reserve for Restricted Assets	\$ 80,523	\$ 59,347	\$ 21,176	36%
Reserve for Intergovernmental	10,962	11,935	(973)	-8%
Unrestricted Assets	300,189	312,581	(12,392)	-4%
Contributed Capital	253,254	253,254	-	0%
<b>TOTAL NET POSITION</b>	<b>\$ 644,928</b>	<b>\$ 637,117</b>	<b>\$ 7,811</b>	<b>1%</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>\$ 1,207,801</b>	<b>\$ 1,198,217</b>	<b>\$ 9,584</b>	<b>1%</b>



NEW BRAUNFELS UTILITIES  
Statement of Revenues & Expenses  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>VOLUME/RATES</b>								
Electric Sales kWh	186,741	186,518	223	0%	378,299	382,181	(3,882)	-1%
Electric Sales Rate Per kWh	\$ 0.0972	\$ 0.1008	\$ (0.0036)	-4%	\$ 0.1352	\$ 0.1003	\$ 0.0349	35%
Purchased kWh	180,033	177,390	2,642	1%	383,077	380,372	2,705	1%
Purchased Rate per kWh	\$ 0.0631	\$ 0.0642	\$ (0.0011)	-2%	\$ 0.1052	\$ 0.0607	\$ 0.0445	73%
Gallons Sold	535,087	468,347	66,740	14%	1,096,336	999,680	96,656	10%
Rate per 1,000 Gallons Sold	\$ 9.46	\$ 9.91	\$ (0.45)	-5%	\$ 8.10	\$ 9.18	\$ (1.08)	-12%
<b>OPERATING REVENUES</b>								
<b>SERVICE REVENUE</b>								
Electric Service	\$ 18,143	\$ 18,800	\$ (657)	-3%	\$ 51,145	\$ 38,350	\$ 12,795	33%
Water Service	5,064	4,642	422	9%	8,883	9,182	(299)	-3%
Wastewater Service	3,044	3,298	(254)	-8%	5,909	6,516	(607)	-9%
<b>TOTAL SERVICE REVENUE</b>	<b>\$ 26,251</b>	<b>\$ 26,740</b>	<b>\$ (489)</b>	<b>-2%</b>	<b>\$ 65,937</b>	<b>\$ 54,048</b>	<b>\$ 11,889</b>	<b>22%</b>
<b>OTHER OPERATING REVENUE</b>								
Electric Other	\$ 155	\$ 100	\$ 55	55%	\$ 304	\$ 200	\$ 104	52%
Water Other	82	42	40	95%	157	83	74	89%
Wastewater Other	29	18	11	61%	58	35	23	66%
Transmission System Revenue	301	217	84	39%	530	434	96	22%
Electric Pole Attachments	39	29	10	34%	89	58	31	53%
Water Tower Antenna Lease	21	15	6	40%	42	29	13	45%
<b>TOTAL OTHER OPERATING REVENUE</b>	<b>\$ 627</b>	<b>\$ 421</b>	<b>\$ 206</b>	<b>49%</b>	<b>\$ 1,180</b>	<b>\$ 839</b>	<b>\$ 341</b>	<b>41%</b>
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 26,878</b>	<b>\$ 27,161</b>	<b>\$ (283)</b>	<b>-1%</b>	<b>\$ 67,117</b>	<b>\$ 54,887</b>	<b>\$ 12,230</b>	<b>22%</b>
<b>OPERATING EXPENSES</b>								
<b>ELECTRIC</b>								
Purchased Power	\$ 11,360	\$ 11,381	\$ (21)	0%	\$ 40,318	\$ 23,103	\$ 17,215	75%
Electric O&M Expenses	657	854	(197)	-23%	922	1,653	(731)	-44%
Electric Depreciation & Amortization	1,129	1,215	(86)	-7%	2,258	2,430	(172)	-7%
Electric Support Services Allocated Operating Expenses	732	931	(199)	-21%	1,283	1,906	(623)	-33%
<b>TOTAL ELECTRIC OPERATING EXPENSE</b>	<b>\$ 13,878</b>	<b>\$ 14,381</b>	<b>\$ (503)</b>	<b>-3%</b>	<b>\$ 44,781</b>	<b>\$ 29,092</b>	<b>\$ 15,689</b>	<b>54%</b>
<b>WATER</b>								
Purchased Water	\$ 988	\$ 1,032	\$ (44)	-4%	\$ 1,921	\$ 2,064	\$ (143)	-7%
Water O&M Expenses	641	843	(202)	-24%	1,060	1,673	(613)	-37%
Water Depreciation & Amortization	913	1,032	(119)	-12%	1,826	2,064	(238)	-12%
Water Support Services Allocated Operating Expenses	794	994	(200)	-20%	1,392	2,017	(625)	-31%
<b>TOTAL WATER OPERATING EXPENSE</b>	<b>\$ 3,336</b>	<b>\$ 3,901</b>	<b>\$ (565)</b>	<b>-14%</b>	<b>\$ 6,199</b>	<b>\$ 7,818</b>	<b>\$ (1,619)</b>	<b>-21%</b>
<b>WASTEWATER</b>								
Wastewater O&M Expenses	\$ 646	\$ 728	\$ (82)	-11%	\$ 1,039	\$ 1,427	\$ (388)	-27%
Wastewater Depreciation & Amortization	1,132	1,306	(174)	-13%	2,264	2,613	(349)	-13%
Wastewater Support Services Allocated Operating Expenses	552	670	(118)	-18%	992	1,371	(379)	-28%
<b>TOTAL WASTEWATER OPERATING EXPENSE</b>	<b>\$ 2,330</b>	<b>\$ 2,704</b>	<b>\$ (374)</b>	<b>-14%</b>	<b>\$ 4,295</b>	<b>\$ 5,411</b>	<b>\$ (1,116)</b>	<b>-21%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 19,544</b>	<b>\$ 20,986</b>	<b>\$ (1,442)</b>	<b>-7%</b>	<b>\$ 55,275</b>	<b>\$ 42,321</b>	<b>\$ 12,954</b>	<b>31%</b>
<b>NET OPERATING INCOME</b>								
ELECTRIC	\$ 4,760	\$ 4,765	\$ (5)	0%	\$ 7,287	\$ 9,950	\$ (2,663)	-27%
WATER	1,831	798	1,033	*	2,883	1,476	1,407	95%
WASTEWATER	743	612	131	21%	1,672	1,140	532	47%
<b>TOTAL NET OPERATING INCOME</b>	<b>\$ 7,334</b>	<b>\$ 6,175</b>	<b>\$ 1,159</b>	<b>19%</b>	<b>\$ 11,842</b>	<b>\$ 12,566</b>	<b>\$ (724)</b>	<b>-6%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 529	\$ 431	\$ 98	23%	\$ 1,181	\$ 862	\$ 319	37%
Intergovernmental Expense	(942)	(989)	47	-5%	(1,883)	(1,978)	95	-5%
Interest and Amortization Expense	(1,253)	(1,376)	123	-9%	(2,477)	(2,752)	275	-10%
Other	164	178	(14)	-8%	300	355	(55)	-15%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (1,502)</b>	<b>\$ (1,756)</b>	<b>\$ 254</b>	<b>-14%</b>	<b>\$ (2,879)</b>	<b>\$ (3,513)</b>	<b>\$ 634</b>	<b>18%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 5,832</b>	<b>\$ 4,419</b>	<b>\$ 1,413</b>	<b>32%</b>	<b>\$ 8,963</b>	<b>\$ 9,053</b>	<b>\$ (90)</b>	<b>-1%</b>
<b>CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 2,092	\$ 1,399	\$ 693	50%	\$ 3,305	\$ 2,798	\$ 507	18%
Services	178	266	(88)	-33%	728	533	195	37%
GBRA Capital Participation Fee	-	66	(66)	-100%	-	133	(133)	-100%
<b>TOTAL CAPITAL CONTRIBUTIONS</b>	<b>\$ 2,270</b>	<b>\$ 1,731</b>	<b>\$ 539</b>	<b>31%</b>	<b>\$ 4,033</b>	<b>\$ 3,464</b>	<b>\$ 569</b>	<b>16%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 8,102</b>	<b>\$ 6,150</b>	<b>\$ 1,952</b>	<b>32%</b>	<b>\$ 12,996</b>	<b>\$ 12,517</b>	<b>\$ 479</b>	<b>4%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
ELECTRIC LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>ELECTRIC OPERATING REVENUES</b>								
<b>ELECTRIC SERVICE REVENUE</b>								
Electric Service	\$ 18,143	\$ 18,800	\$ (657)	-3%	\$ 51,145	\$ 38,350	\$ 12,795	33%
<b>TOTAL ELECTRIC SERVICE REVENUE</b>	<b>\$ 18,143</b>	<b>\$ 18,800</b>	<b>\$ (657)</b>	<b>-3%</b>	<b>\$ 51,145</b>	<b>\$ 38,350</b>	<b>\$ 12,795</b>	<b>33%</b>
<b>OTHER ELECTRIC OPERATING REVENUE</b>								
Electric Other	\$ 155	\$ 100	\$ 55	55%	\$ 304	\$ 200	\$ 104	52%
Transmission System Revenue	301	217	84	39%	530	434	96	22%
Electric Pole Attachments	39	29	10	34%	89	58	31	53%
<b>TOTAL OTHER ELECTRIC OPERATING REVENUE</b>	<b>\$ 495</b>	<b>\$ 346</b>	<b>\$ 149</b>	<b>43%</b>	<b>\$ 923</b>	<b>\$ 692</b>	<b>\$ 231</b>	<b>33%</b>
<b>TOTAL ELECTRIC OPERATING REVENUE</b>	<b>\$ 18,638</b>	<b>\$ 19,146</b>	<b>\$ (508)</b>	<b>-3%</b>	<b>\$ 52,068</b>	<b>\$ 39,042</b>	<b>\$ 13,026</b>	<b>33%</b>
<b>ELECTRIC OPERATING EXPENSES</b>								
Purchased Power & Other Power Supply	\$ 11,360	\$ 11,381	\$ (21)	0%	\$ 40,318	\$ 23,103	\$ 17,215	75%
Transmission & Distribution	542	801	(259)	-32%	800	1,541	(741)	-48%
Customer Service	90	35	55	*	87	70	17	24%
Administrative & General	25	18	7	39%	35	41	(6)	-15%
Depreciation & Amortization	1,129	1,215	(86)	-7%	2,258	2,430	(172)	-7%
Support Services Allocated Operating Expenses	732	931	(199)	-21%	1,283	1,906	(623)	-33%
<b>TOTAL ELECTRIC OPERATING EXPENSE</b>	<b>\$ 13,878</b>	<b>\$ 14,381</b>	<b>\$ (503)</b>	<b>-3%</b>	<b>\$ 44,781</b>	<b>\$ 29,091</b>	<b>\$ 15,690</b>	<b>54%</b>
<b>ELECTRIC NET OPERATING INCOME</b>	<b>\$ 4,760</b>	<b>\$ 4,765</b>	<b>\$ (5)</b>	<b>0%</b>	<b>\$ 7,287</b>	<b>\$ 9,951</b>	<b>\$ (2,664)</b>	<b>-27%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 225	\$ 183	\$ 42	23%	\$ 502	\$ 366	\$ 136	37%
Intergovernmental Expense	(749)	(799)	50	-6%	(1,498)	(1,599)	101	-6%
Interest and Amortization Expense	(208)	(246)	38	-15%	(410)	(493)	83	-17%
Other	106	90	16	18%	204	180	24	13%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (626)</b>	<b>\$ (772)</b>	<b>\$ 146</b>	<b>19%</b>	<b>\$ (1,202)</b>	<b>\$ (1,546)</b>	<b>\$ 344</b>	<b>22%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 4,134</b>	<b>\$ 3,993</b>	<b>\$ 141</b>	<b>4%</b>	<b>\$ 6,085</b>	<b>\$ 8,405</b>	<b>\$ (2,320)</b>	<b>-28%</b>
<b>ELECTRIC CAPITAL CONTRIBUTIONS</b>								
Services	\$ 22	\$ 216	\$ (194)	-90%	\$ 477	\$ 432	\$ 45	10%
<b>TOTAL ELECTRIC CAPITAL CONTRIBUTIONS</b>	<b>\$ 22</b>	<b>\$ 216</b>	<b>\$ (194)</b>	<b>-90%</b>	<b>\$ 477</b>	<b>\$ 432</b>	<b>\$ 45</b>	<b>10%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 4,156</b>	<b>\$ 4,209</b>	<b>\$ (53)</b>	<b>-1%</b>	<b>\$ 6,562</b>	<b>\$ 8,836</b>	<b>\$ (2,274)</b>	<b>-26%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
WATER LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>WATER OPERATING REVENUES</b>								
<b>WATER SERVICE REVENUE</b>								
Water Service	\$ 5,064	\$ 4,642	\$ 422	9%	\$ 8,883	\$ 9,182	\$ (299)	-3%
<b>TOTAL WATER SERVICE REVENUE</b>	<b>\$ 5,064</b>	<b>\$ 4,642</b>	<b>\$ 422</b>	<b>9%</b>	<b>\$ 8,883</b>	<b>\$ 9,182</b>	<b>\$ (299)</b>	<b>-3%</b>
<b>OTHER WATER OPERATING REVENUE</b>								
Water Other	\$ 82	\$ 42	\$ 40	95%	\$ 157	\$ 83	\$ 74	89%
Water Tower Antenna Lease	21	15	6	40%	42	29	13	45%
<b>TOTAL OTHER WATER OPERATING REVENUE</b>	<b>\$ 103</b>	<b>\$ 57</b>	<b>\$ 46</b>	<b>81%</b>	<b>\$ 199</b>	<b>\$ 112</b>	<b>\$ 87</b>	<b>78%</b>
<b>TOTAL WATER OPERATING REVENUE</b>	<b>\$ 5,167</b>	<b>\$ 4,699</b>	<b>\$ 468</b>	<b>10%</b>	<b>\$ 9,082</b>	<b>\$ 9,294</b>	<b>\$ (212)</b>	<b>-2%</b>
<b>WATER OPERATING EXPENSES</b>								
Purchased Water	\$ 988	\$ 1,032	\$ (44)	-4%	\$ 1,921	\$ 2,064	\$ (143)	-7%
Supply Source	19	9	10	*	29	19	10	53%
Transmission & Distribution	172	294	(122)	-41%	291	582	(291)	-50%
Pumping	231	235	(4)	-2%	417	470	(53)	-11%
Water Treatment	171	227	(56)	-25%	259	472	(213)	-45%
Customer Service	19	9	10	*	18	17	1	6%
Administrative & General	30	69	(39)	-57%	46	113	(67)	-59%
Depreciation & Amortization	913	1,032	(119)	-12%	1,826	2,064	(238)	-12%
Support Services Allocated Operating Expenses	794	994	(200)	-20%	1,392	2,017	(625)	-31%
<b>TOTAL WATER OPERATING EXPENSE</b>	<b>\$ 3,337</b>	<b>\$ 3,901</b>	<b>\$ (564)</b>	<b>-14%</b>	<b>\$ 6,199</b>	<b>\$ 7,818</b>	<b>\$ (1,619)</b>	<b>-21%</b>
<b>WATER NET OPERATING INCOME</b>	<b>\$ 1,831</b>	<b>\$ 798</b>	<b>\$ 1,033</b>	<b>*</b>	<b>\$ 2,883</b>	<b>\$ 1,476</b>	<b>\$ 1,407</b>	<b>95%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 147	\$ 120	\$ 27	23%	\$ 329	\$ 240	\$ 89	37%
Intergovernmental Expense	(94)	(90)	(4)	4%	(187)	(180)	(7)	4%
Interest and Amortization Expense	(556)	(578)	22	-4%	(1,112)	(1,155)	43	-4%
Other	41	73	(32)	-44%	74	147	(73)	-50%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (462)</b>	<b>\$ (475)</b>	<b>\$ 13</b>	<b>-3%</b>	<b>\$ (896)</b>	<b>\$ (948)</b>	<b>\$ 52</b>	<b>-5%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 1,369</b>	<b>\$ 323</b>	<b>\$ 1,046</b>	<b>*</b>	<b>\$ 1,987</b>	<b>\$ 528</b>	<b>\$ 1,459</b>	<b>*</b>
<b>WATER CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 1,457	\$ 1,016	\$ 441	43%	\$ 2,265	\$ 2,032	\$ 233	11%
Services	156	51	105	*	251	101	150	*
<b>TOTAL WATER CAPITAL CONTRIBUTIONS</b>	<b>\$ 1,613</b>	<b>\$ 1,067</b>	<b>\$ 546</b>	<b>51%</b>	<b>\$ 2,516</b>	<b>\$ 2,133</b>	<b>\$ 383</b>	<b>18%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 2,982</b>	<b>\$ 1,390</b>	<b>\$ 1,592</b>	<b>*</b>	<b>\$ 4,503</b>	<b>\$ 2,662</b>	<b>\$ 1,841</b>	<b>69%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
WASTEWATER LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>WASTEWATER OPERATING REVENUES</b>								
<b>WASTEWATER SERVICE REVENUE</b>								
Wastewater Service	\$ 3,044	\$ 3,298	\$ (254)	-8%	\$ 5,909	\$ 6,516	\$ (607)	-9%
<b>TOTAL WASTEWATER SERVICE REVENUE</b>	<b>\$ 3,044</b>	<b>\$ 3,298</b>	<b>\$ (254)</b>	<b>-8%</b>	<b>\$ 5,909</b>	<b>\$ 6,516</b>	<b>\$ (607)</b>	<b>-9%</b>
<b>OTHER WASTEWATER OPERATING REVENUE</b>								
Wastewater Other	\$ 29	\$ 18	\$ 11	61%	\$ 58	\$ 35	\$ 23	66%
<b>TOTAL OTHER WASTEWATER OPERATING REVENUE</b>	<b>\$ 29</b>	<b>\$ 18</b>	<b>\$ 11</b>	<b>61%</b>	<b>\$ 58</b>	<b>\$ 35</b>	<b>\$ 23</b>	<b>66%</b>
<b>TOTAL WASTEWATER OPERATING REVENUE</b>	<b>\$ 3,073</b>	<b>\$ 3,316</b>	<b>\$ (243)</b>	<b>-7%</b>	<b>\$ 5,967</b>	<b>\$ 6,551</b>	<b>\$ (584)</b>	<b>-9%</b>
<b>WASTEWATER OPERATING EXPENSES</b>								
Wastewater Operations & Maintenance	609	680	(71)	-10%	995	1,354	(359)	-27%
Customer Service	22	9	13	*	21	18	3	17%
Administrative & General	15	39	(24)	-62%	23	55	(32)	-58%
Depreciation & Amortization	1,132	1,306	(174)	-13%	2,264	2,613	(349)	-13%
Support Services Allocated Operating Expenses	552	670	(118)	-18%	992	1,371	(379)	-28%
<b>TOTAL WASTEWATER OPERATING EXPENSE</b>	<b>\$ 2,330</b>	<b>\$ 2,704</b>	<b>\$ (374)</b>	<b>-14%</b>	<b>\$ 4,295</b>	<b>\$ 5,411</b>	<b>\$ (1,116)</b>	<b>-21%</b>
<b>WASTEWATER NET OPERATING INCOME</b>	<b>\$ 743</b>	<b>\$ 612</b>	<b>\$ 131</b>	<b>21%</b>	<b>\$ 1,672</b>	<b>\$ 1,140</b>	<b>\$ 532</b>	<b>47%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 157	\$ 128	\$ 29	23%	\$ 350	\$ 255	\$ 95	37%
Intergovernmental Expense	(99)	(100)	1	-1%	(198)	(199)	1	-1%
Interest and Amortization Expense	(489)	(552)	63	-11%	(955)	(1,104)	149	-13%
Other	17	14	3	21%	22	28	(6)	-21%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (414)</b>	<b>\$ (510)</b>	<b>\$ 96</b>	<b>-19%</b>	<b>\$ (781)</b>	<b>\$ (1,020)</b>	<b>\$ 239</b>	<b>-23%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 329</b>	<b>\$ 102</b>	<b>\$ 227</b>	<b>*</b>	<b>\$ 891</b>	<b>\$ 120</b>	<b>\$ 771</b>	<b>*</b>
<b>WASTEWATER CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 635	\$ 383	\$ 252	66%	\$ 1,040	\$ 766	\$ 274	36%
GBRA Capital Participation Fee	-	66	(66)	-100%	-	133	(133)	-100%
<b>TOTAL WASTEWATER CAPITAL CONTRIBUTIONS</b>	<b>\$ 635</b>	<b>\$ 449</b>	<b>\$ 186</b>	<b>41%</b>	<b>\$ 1,040</b>	<b>\$ 899</b>	<b>\$ 141</b>	<b>16%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 964</b>	<b>\$ 551</b>	<b>\$ 413</b>	<b>75%</b>	<b>\$ 1,931</b>	<b>\$ 1,019</b>	<b>\$ 912</b>	<b>89%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
Statement of Cash Flows  
For the Period Ending September 30, 2023  
Amounts Shown in Thousands

	<u>MTD</u>	<u>YTD</u>
<b>NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 5,832</b>	<b>\$ 8,963</b>
<i>Operating activities, cash flows provided by or used in:</i>		
Depreciation	\$ 3,174	\$ 6,348
Decrease (increase) in accounts receivable	(1,464)	4,467
Decrease (increase) in inventories	(964)	(1,883)
Decrease (increase) in other assets	3,660	(13,299)
Increase (decrease) in current liabilities	4,734	6,239
Increase (decrease) in other liabilities	(1,259)	(9,093)
<b>Net Cash Flow from Operating Activities</b>	<b><u>\$ 13,713</u></b>	<b><u>\$ 1,741</u></b>
<i>Investing activities, cash flows provided by or used in:</i>		
Capital Expenditures	\$ (6,325)	\$ (8,291)
Investments	(22,366)	(25,949)
Rents/Interest Receivable	206	310
<b>Net Cash Flow from Investing Activities</b>	<b><u>\$ (28,484)</u></b>	<b><u>\$ (33,930)</u></b>
<i>Financing activities, cash flows provided by or used in:</i>		
Transfers to City of New Braunfels	\$ (1,502)	\$ (2,879)
Increase (decrease) in long-term debt	(200)	(400)
<b>Net Cash Flow from Financing Activities</b>	<b><u>\$ (1,702)</u></b>	<b><u>\$ (3,279)</u></b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b><u>\$ (16,473)</u></b>	<b><u>\$ (35,467)</u></b>

**CAPITAL EQUIPMENT SUMMARY - FY 2024**  
**YTD for the Period Ending September 30, 2023**

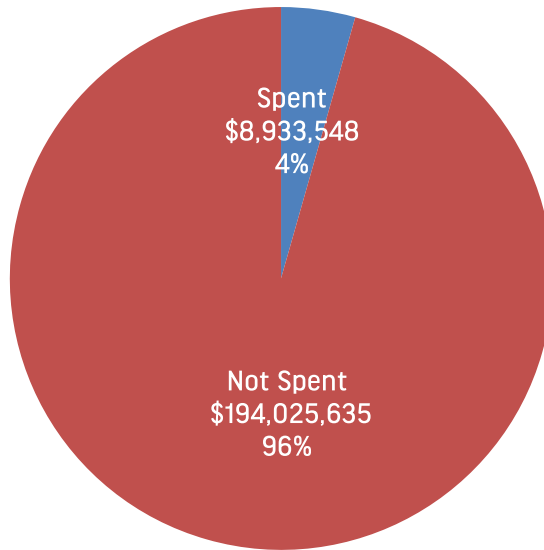


Department	Capital Equipment Description	YTD Actual	FY 2024 Budget	Budget Remaining
<b>ELECTRIC</b>				
117	SEA Air Excavation Unit	-	650,000	650,000
117	Altec Pressure Digger	-	400,000	400,000
117	Altec AM 60E	-	300,000	300,000
117	Altec 55' Articulating Boom	-	300,000	300,000
117	Altec AM 60E	-	185,000	185,000
117	Arc Demo Trailer	-	120,000	120,000
117	Ford F-550 Electric	-	111,982	111,982
117	Ford F-550 Electric	-	111,982	111,982
117	Ford F-550 Electric	-	111,982	111,982
117	Ford F-550 Electric	-	111,982	111,982
117	Ford F-150	-	55,000	55,000
117	Ford F-150	-	55,000	55,000
117	Ford F-150	-	55,000	55,000
117	Ford F-150	-	55,000	55,000
117	Locator Unit	-	45,000	45,000
117	Dump Trailer	-	15,000	15,000
119	Ford F-550 w/Crane	-	150,437	150,437
119	Ford F-550 Electric	-	61,393	61,393
	<b>TOTAL ELECTRIC</b>	<b>\$ -</b>	<b>\$ 2,894,758</b>	<b>\$ 2,894,758</b>
<b>WATER</b>				
216	Ford F-150	-	55,000	55,000
220	Ford F-550 w/Crane	-	150,437	150,437
220	Ford F-150	-	55,000	55,000
	<b>TOTAL WATER</b>	<b>\$ -</b>	<b>\$ 260,437</b>	<b>\$ 260,437</b>
<b>WASTEWATER</b>				
320	Ford F-550 w/Crane	-	150,437	150,437
320	Ford F-150	-	55,000	55,000
320	Small Utility Unit	-	15,000	15,000
	<b>TOTAL WASTEWATER</b>	<b>\$ -</b>	<b>\$ 220,437</b>	<b>\$ 220,437</b>
<b>SHARED WATER/WASTEWATER</b>				
217/317	CAT 313 Excavator	-	250,000	250,000
217/317	Ford F-550	-	244,534	244,534
217/317	International Dump Truck	-	230,000	230,000
217/317	International M37	-	175,000	175,000
217/317	SEA Truck Mounted Jetter	-	150,000	150,000
217/317	CAT Backhoe w/Ext	-	125,000	125,000
217/317	Ford F-550	-	122,267	122,267
217/317	Ford F-550	-	122,267	122,267
217/317	Ford F-550	-	122,267	122,267
217/317	International Dump Truck	-	115,000	115,000
217/317	CAT Backhoe	-	115,000	115,000
217/317	CAT Backhoe	-	115,000	115,000
217/317	CAT Backhoe	-	115,000	115,000
217/317	E.H. Wachs Large VE	-	86,000	86,000
217/317	E.H. Wachs Large VE	-	86,000	86,000
217/317	1500' of Bypass Hose	-	85,000	85,000
217/317	CAT Skid Steer	-	65,000	65,000
217/317	Ford F-150	-	55,000	55,000
217/317	Scorpion Towable Attenuator	-	35,000	35,000
217/317	Towable Air Compressor	-	25,000	25,000
217/317	Tools for F-550	-	15,000	15,000
217/317	DTS Trailer	-	10,000	10,000
	<b>TOTAL SHARED WATER/WASTEWATER</b>	<b>\$ -</b>	<b>\$ 2,463,335</b>	<b>\$ 2,463,335</b>
<b>Business Planning</b>				
425	Ford Escape	-	30,000	30,000
425	GPS Unit	-	30,000	30,000
	<b>TOTAL BUSINESS PLANNING</b>	<b>\$ -</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>
<b>SAFETY</b>				
524	Ford Explorer	-	38,000	38,000
	<b>TOTAL SAFETY</b>	<b>\$ -</b>	<b>\$ 38,000</b>	<b>\$ 38,000</b>
<b>PURCHASING</b>				
527	Ford F-350	-	75,500	75,500
	<b>TOTAL PURCHASING</b>	<b>\$ -</b>	<b>\$ 75,500</b>	<b>\$ 75,500</b>
<b>FLEET/FACILITIES</b>				
528	Ford F-550 Fleet Service	-	185,000	185,000
528	Ford F-350	-	85,576	85,576
528	Ford F-150	-	55,000	55,000
528	Ford F-150	-	55,000	55,000
528	Ford F-150	-	55,000	55,000
528	Ford F-150	-	55,000	55,000
528	Ford F-150	-	55,000	55,000
528	Ford Escape	-	30,000	30,000
528	Lawn Mowing Equipment	-	25,000	25,000
528	Other	-	25,000	25,000
528	Pressure washing trailer	-	16,000	16,000
528	Janitorial Equipment	-	15,000	15,000
	<b>TOTAL FLEET/FACILITIES</b>	<b>\$ -</b>	<b>\$ 656,576</b>	<b>\$ 656,576</b>
<b>CONSERVATION AND CUSTOMER SOLUTIONS</b>				
529	Ford Escape Plus-in Hybrid	-	40,000	40,000
529	Ford Escape Plus-in Hybrid	-	40,000	40,000
	<b>TOTAL CONSERVATION AND CUSTOMER SOLUTIONS</b>	<b>\$ -</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>
<b>TECHNOLOGY</b>				
531	Server Replacements	-	600,000	600,000
531	PC Replacements	-	400,000	400,000
531	Dell Nodes	-	400,000	400,000
531	Network Equipment Replacements	-	200,000	200,000
531	IT to Purchase Unit	-	50,000	50,000
531	Copier and High-end Printer & Plotter Replacements	-	37,500	37,500
531	UPS Replacements	-	10,000	10,000
	<b>TOTAL TECHNOLOGY</b>	<b>\$ -</b>	<b>\$ 1,697,500</b>	<b>\$ 1,697,500</b>
<b>SYSTEM CONTROL</b>				
532	Ford Escape	-	30,000	30,000
532	Ford Escape	-	30,000	30,000
532	Ford Escape	-	30,000	30,000
532	Ford Escape	-	30,000	30,000
532	Ford Escape	-	30,000	30,000
532	Ford Escape	-	30,000	30,000
	<b>TOTAL SYSTEM CONTROL</b>	<b>\$ -</b>	<b>\$ 180,000</b>	<b>\$ 180,000</b>
	<b>TOTAL CAPITAL EQUIPMENT</b>	<b>\$ -</b>	<b>\$ 8,626,543</b>	<b>\$ 8,626,543</b>

## FY 2024 Capital Expenditure Summary As of September 30, 2023

17% of Year Completed

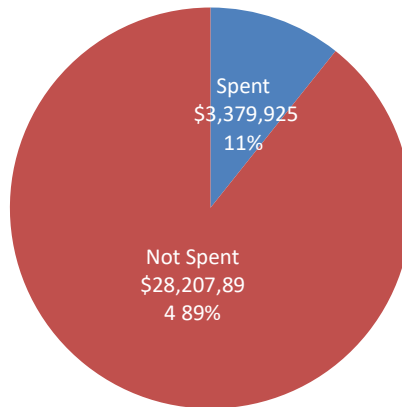
	<u>Spent</u>	<u>Not Spent</u>	<u>Total Budget</u>	<u>% of Total Budget Spent</u>
Electric	\$ 3,379,925	\$ 28,207,894	\$ 31,587,819	11%
Water	4,515,467	67,469,689	71,985,156	6%
Wastewater	870,778	51,459,777	52,330,555	2%
Support Services	167,378	46,888,275	47,055,653	0%
<b>TOTAL</b>	<b>\$ 8,933,548</b>	<b>\$ 194,025,635</b>	<b>\$ 202,959,183</b>	
	<i>4%</i>	<i>96%</i>	<i>100%</i>	



**Electric Line of Business  
FY 2024 Capital Expenditure Summary  
As of September 30, 2023**

17% of Year Completed

Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY23 Project Budget	FY23 Budget Remaining	Project Life Total Budget	<sup>(1)/(2)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
System Extensions	\$ 1,185,589	\$ 5,582,835	\$ 4,397,246	\$ 5,582,835	21%	17%
Distribution Transformers	1,324,755	5,642,698	4,317,943	5,642,698	23%	17%
Electric Meters	449,601	3,514,000	3,064,399	3,514,000	13%	17%
Electric Aging Infrastructure	152,654	2,967,536	2,814,882	2,967,536	5%	17%
Electric Technology Upgrades	-	149,106	149,106	149,106	0%	10%
Three-Phase Extensions	-	1,806,177	1,806,177	9,313,421	0%	0%
Fiber Optic Extensions	279	102,624	102,345	1,086,371	0%	0%
Hueco Springs Substation	107,865	7,301,106	7,193,241	9,939,535	1%	0%
Electric Aging Infrastructure, Substation	1,981	115,672	113,691	4,666,606	2%	10%
Freiheit Breaker Additions & Control House	53,741	2,371,748	2,318,007	2,445,650	2%	20%
EC23 FM 482 Feeder	-	712,665	712,665	812,622	0%	50%
HE11 Conrads Rd Feeder	55	114,026	113,971	1,966,183	0%	5%
Transmission Access & Wildlife Protection	-	175,117	175,117	953,166	0%	10%
Comal T3 Replacement & Feeder C033	-	377,427	377,427	3,644,220	0%	10%
Distribution Feeder Breaker Addition & Replacements	-	159,067	159,067	3,113,453	0%	10%
FR24 Kowald Ln. Feeder	-	91,221	91,221	880,778	0%	10%
Henne Substation Breaker & Half	-	171,040	171,040	2,419,085	0%	10%
CONB Road Widening Adjustments	-	233,754	233,754	2,256,995	0%	10%
<b>Total Budgeted Projects</b>	<b>\$ 3,276,520</b>	<b>\$ 31,587,819</b>	<b>\$ 28,311,299</b>	<b>\$ 61,354,259</b>	<b>10%</b>	
<b>Unbudgeted Projects:</b>						
Sheriff's Posse T3 Addition	\$ -	\$ -	\$ -	\$ 7,622,556	0%	0%
E.C. Mornhinweg T2 & Feeders	303	-	(303)	4,093,931	0%	85%
Residential OH to UG Conversion	92,335	-	(92,335)	3,776,463	0%	90%
Weltner Rd Feeder 13, Clear Springs	5,543	-	(5,543)	965,027	0%	100%
L023 Loop 337 FM 1863 Extension Phase 2	-	-	-	1,224,681	0%	100%
C014 Kentucky Rd Feeder	1,300	-	(1,300)	601,370	0%	40%
HE23 IH-35 Stolte Feeder	3,924	-	(3,924)	1,564,074	0%	10%
<b>Total Unbudgeted Projects</b>	<b>\$ 103,405</b>	<b>\$ -</b>	<b>\$ (103,405)</b>	<b>\$ 19,848,102</b>		
<b>TOTAL</b>	<b>\$ 3,379,925</b>	<b>\$ 31,587,819</b>	<b>\$ 28,207,894</b>	<b>\$ 81,202,361</b>	<b>11%</b>	

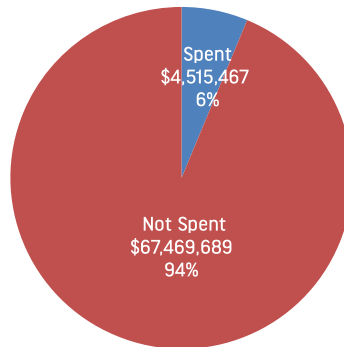




**Water Line of Business**  
**FY 2024 Capital Expenditure Summary**  
**As of September 30, 2023**

17% of Year Completed

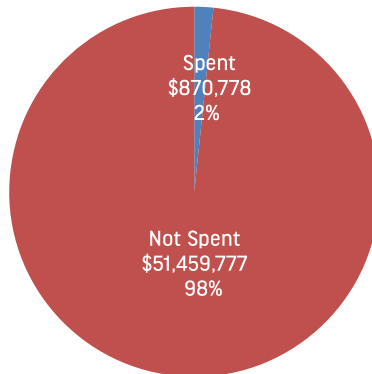
Project	1		2		Project Life Total Budget	(1)+(2)	
	Total Spent YTD	FY23 Project Budget	FY23 Budget Remaining	% Spent YTD		% Physical Completion	
<b>Budgeted Projects:</b>							
System Extensions	\$ 178,263	\$ 375,703	\$ 197,440	\$ 375,703	47%	17%	
Water Meters	903,620	1,844,670	941,050	1,844,670	49%	17%	
Water Technology Upgrades	-	140,116	140,116	140,116	0%	2%	
Aging System Replacements	136,323	2,092,123	1,955,800	2,092,123	7%	100%	
ASR Feasibility Dev (IF)	541	2,069,462	2,068,921	38,120,155	0%	40%	
Wood Meadows Water Line River Crossing	1,743	216,373	214,630	3,052,319	1%	10%	
I-35 Water Line (Downtown)	1,651,980	7,963,912	6,311,932	11,468,136	21%	10%	
1.00MG Solms Ground Storage Tank and Flow Control Valve	-	235,473	235,473	4,337,137	0%	6%	
Western Downtown to Morningside PZ Conversion	-	308,393	308,393	8,525,525	0%	20%	
FM 306 Pump Station & Discharge Pipeline	106	1,885,704	1,885,598	10,821,940	0%	66%	
Conrads EST	-	5,488,218	5,488,218	6,852,776	0%	10%	
Goodwin Lane Water Main	(6,364)	6,884,157	6,890,521	12,624,155	0%	43%	
Klein Rd Reconstruction Phase 2	314,128	1,126,496	812,368	1,404,382	28%	13%	
Landa Pump Station Phase 2/Well 5	1,664	6,242,981	6,241,317	15,931,146	0%	61%	
Trinity Expansion- Treatment Plant	1,072,889	17,173,917	16,101,028	27,357,602	6%	33%	
Trinity Expansion- Well Field	201,527	7,057,207	6,855,680	10,222,796	3%	20%	
FM 1044 EST	-	1,373,451	1,373,451	13,187,743	0%	2%	
GBRA Interconnect Metering Station	-	701,780	701,780	996,909	0%	16%	
Garden Street Bridge Water Line	-	390,851	390,851	587,926	0%	26%	
Goodwin/Conrads Water Adjustments	-	403,683	403,683	434,276	0%	3%	
Mision/Westpointe Connection Waterlines	5,062	5,539,877	5,534,815	6,495,952	0%	8%	
Senate Bill 3 EPP Generators	-	1,301,224	1,301,224	1,328,362	0%	0%	
Tank Decommission	-	865,803	865,803	954,937	0%	10%	
Water Tank Rehabilitations	-	303,582	303,582	303,582	0%	10%	
<b>Total Budgeted Projects</b>	<b>\$ 4,461,481</b>	<b>\$ 71,985,156</b>	<b>\$ 67,523,675</b>	<b>\$ 179,460,368</b>	<b>6%</b>		
<b>Unbudgeted Projects:</b>							
Castell Ave Rehabilitation (CNB)	\$ -	\$ -	\$ -	\$ 26,681,290		98%	
Infrastructure Replacement Package 1-W	231	-	(231)	2,762		10%	
30/24-inch SWTP Discharge Line (Downtown)	1,274	-	(1,274)	21,587,112		93%	
Well 4 to Grandview Pump Station & Discharge Line Upgrades	52,481	-	(52,481)	9,460,061		100%	
<b>Total Unbudgeted Projects</b>	<b>\$ 53,986</b>	<b>\$ -</b>	<b>\$ (53,986)</b>	<b>\$ 57,731,224</b>			
<b>TOTAL</b>	<b>\$ 4,515,467</b>	<b>\$ 71,985,156</b>	<b>\$ 67,469,689</b>	<b>\$ 237,191,592</b>	<b>6%</b>		



**Wastewater Line of Business  
FY 2024 Capital Expenditure Summary  
As of September 30, 2023**

17% of Year Completed

Project	<sup>1</sup>	<sup>2</sup>			<sup>(1)/(2)</sup>	
	Total Spent YTD	FY23 Project Budget	FY23 Budget Remaining	Project Life Total Budget	% Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
System Extensions	\$ 189,057	\$ 249,038	\$ 59,981	\$ 249,038	76%	17%
Aging System Replacements	120,215	2,046,224	1,926,009	2,046,224	6%	17%
Wastewater Technology Upgrades	-	145,563	145,563	145,563	0%	1%
Manhole Rehabilitation	-	789,673	789,673	789,673	0%	40%
South Kuehler Interceptor Phase 1	-	480,284	480,284	5,426,066	0%	15%
Gruene Rd Sewer Main Rehabilitation/Relocation	-	107,441	107,441	2,896,802	0%	6%
McKenzie WRF Expansion	450,937	20,026,694	19,575,757	72,312,120	2%	7%
Solms Lift Station Expansion	12,555	1,076,397	1,063,842	1,705,332	1%	18%
I-35 Interceptor Upgrade	361	4,090,487	4,090,126	14,155,678	0%	9%
Kuehler WRF Access Road-Courtyard Dr	-	3,265,043	3,265,043	3,739,824	0%	14%
McKenzie Interceptor Upgrade	8,946	2,291,295	2,282,349	50,706,156	0%	10%
Kuehler WRF Rehabilitation	-	12,890,556	12,890,556	44,788,333	0%	10%
Sewer Infrastructure Replacement Package 2	-	739,180	739,180	4,957,511	0%	6%
Saengerhalle North Interceptor	8,419	215,817	207,398	5,888,532	4%	15%
Goodwin/Conrads Adjustments (CNB)-WW	-	406,908	406,908	1,114,676	0%	4%
Gruene WRF Spoils & Materials Yard	28,065	447,632	419,567	1,061,999	6%	91%
North Kuehler Manhole Rehabilitation-Segment 3	-	494,109	494,109	1,016,271	0%	18%
Kuehler WRF Rehabilitation-Clarifier Replacement	-	2,568,214	2,568,214	2,758,806	0%	34%
<b>Total Budgeted Projects</b>	<b>\$ 818,555</b>	<b>\$ 52,330,555</b>	<b>\$ 51,512,000</b>	<b>\$ 215,758,603</b>	<b>2%</b>	
<b>Unbudgeted Projects:</b>						
Castell Ave Rehabilitation (CNB)	\$ -	\$ -	\$ -	\$ 5,585,413		100%
North Kuehler 42" Interceptor Upgrade	723	-	(723)	15,524,017		100%
North Kuehler 30 and 33-inch Interceptor Upgrade	36	-	(36)	26,748,112		100%
Gruene Rd Sewer Main Odor Control	-	-	-	239,659		44%
Infrastructure Replacement Package 1-WW	8,275	-	(8,275)	123,819		10%
Rio Lift Station Expansion	43,189	-	(43,189)	3,576,417		100%
Schmidt I-35 N Sewer Main Replacement	-	-	-	376,069		97%
<b>Total Unbudgeted Projects</b>	<b>\$ 52,223</b>	<b>\$ -</b>	<b>\$ (52,223)</b>	<b>\$ 52,173,506</b>		
<b>TOTAL</b>	<b>\$ 870,778</b>	<b>\$ 52,330,555</b>	<b>\$ 51,459,777</b>	<b>\$ 267,932,109</b>	<b>2%</b>	

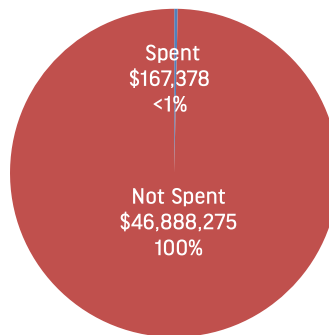


Support Services Line of Business  
 FY 2024 Capital Expenditure Summary  
 As of September 30, 2023

17% of Year Completed

Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY23 Project Budget	FY23 Budget Remaining	Project Life Total Budget	<sup>(01/23)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
Headwaters at the Comal	\$ -	\$ 4,500,000	\$ 4,500,000	\$ 25,670,681	0%	60%
Cyber Security System	41,700	325,000	283,300	325,000	13%	15%
Software Replacement and Enhancements	-	130,000	130,000	130,000	0%	10%
NBU Headquarters, Maint & Support Facility	1,688	25,000,000	24,998,312	134,505,960	0%	10%
Laserfiche Development	-	300,000	300,000	570,867	0%	20%
Backup Operations Center	1,248	1,280,000	1,278,753	8,452,700	0%	20%
Upgrade or Replace all NBU Radios	-	200,000	200,000	200,000	0%	10%
Kerlick Tower Modifications	-	450,000	450,000	457,597	0%	20%
Data Strategy Upgrades - BDAP	24,898	1,185,653	1,160,755	1,185,653	2%	33%
System Technology Upgrades - Monitoring	30,000	400,000	370,000	400,000	8%	0%
Fiber Network Distribution Expansion	-	650,000	650,000	1,428,700	0%	0%
Fleet AVL	-	75,000	75,000	75,000	0%	0%
Data Strategy Upgrades - GIS Upgrades	-	200,000	200,000	1,900,000	0%	15%
Pioneer Upgrade	-	171,000	171,000	171,000	0%	5%
Smartsheet Control Center	-	73,000	73,000	73,000	0%	0%
Tele-Communications Enhancements	-	102,000	102,000	181,754	0%	10%
Water/Wastewater SCADA Aging Infrastructure	-	1,000,000	1,000,000	1,000,000	0%	0%
Water SCADA Replacement & Integration	67,844	2,000,000	1,932,156	3,413,098	3%	49%
OT Security	-	50,000	50,000	50,000	0%	0%
Customer Bill Pay Portal	-	160,000	160,000	230,044	0%	0%
ARCGIS Indoors	-	50,000	50,000	50,000	0%	0%
Loop 337 Substation Control House	-	42,000	42,000	42,000	0%	0%
Replace Control Center Console	-	100,000	100,000	100,000	0%	0%
Future Facilities Rehab Projects	-	150,000	150,000	1,229,990	0%	0%
Firewall and VPN Replacement	-	120,000	120,000	120,000	0%	0%
Gruene Rd Fence	-	32,000	32,000	32,000	0%	0%
CIS Functionality Upgrade	-	1,500,000	1,500,000	1,500,000	0%	0%
Ipads for Cityworks Mobile & mcare	-	125,000	125,000	125,000	0%	0%
Customer Service Kiosk	-	78,000	78,000	78,000	0%	0%
Level 2 EV Chargers	-	72,000	72,000	72,000	0%	0%
Meraki Wifi Replacement	-	125,000	125,000	125,000	0%	0%
RTU replacement 4,6,7 Main office	-	40,000	40,000	40,000	0%	0%
New Braunfels Police Department	-	3,585,000	3,585,000	3,645,000	0%	0%
RuggedCom Switch Replacement	-	200,000	200,000	600,000	0%	0%
Sheriff's Posse Control House Recondition	-	35,000	35,000	35,000	0%	0%
Solar Array and Battery Storage	-	50,000	50,000	50,000	0%	0%
Mass Meter Change Out	-	2,000,000	2,000,000	2,000,000	0%	0%
Water Meter Study	-	500,000	500,000	500,000	0%	0%
<b>Total Budgeted Projects</b>	<b>\$ 167,378</b>	<b>\$ 47,055,653</b>	<b>\$ 46,888,275</b>	<b>\$ 190,765,042</b>	<b>0%</b>	

<b>Total</b>	<b>\$ 167,378</b>	<b>\$ 47,055,653</b>	<b>\$ 46,888,275</b>	<b>\$ 190,765,042</b>	<b>0%</b>
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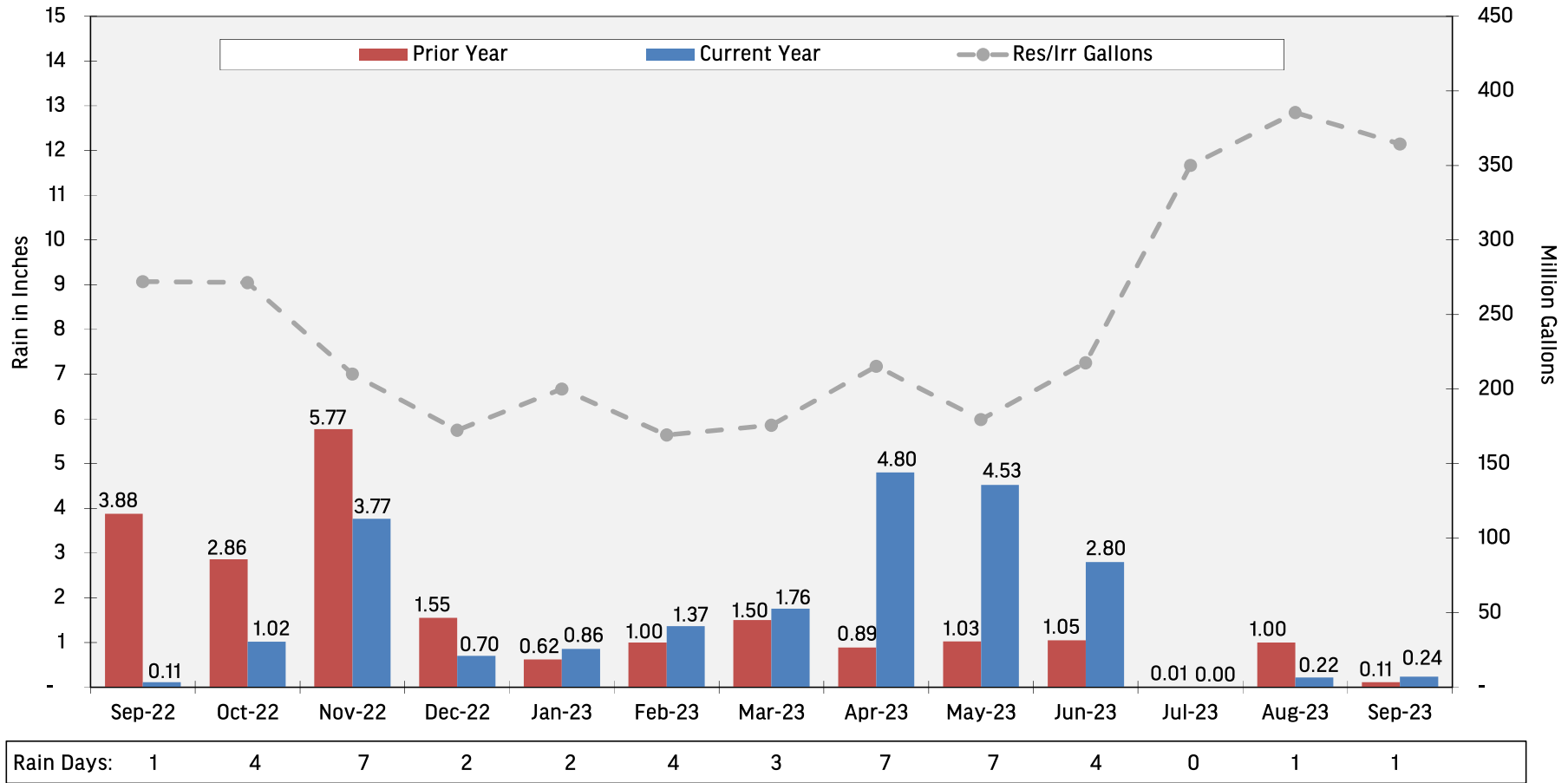
Electric Statistics are provided separately due to competitive matters.

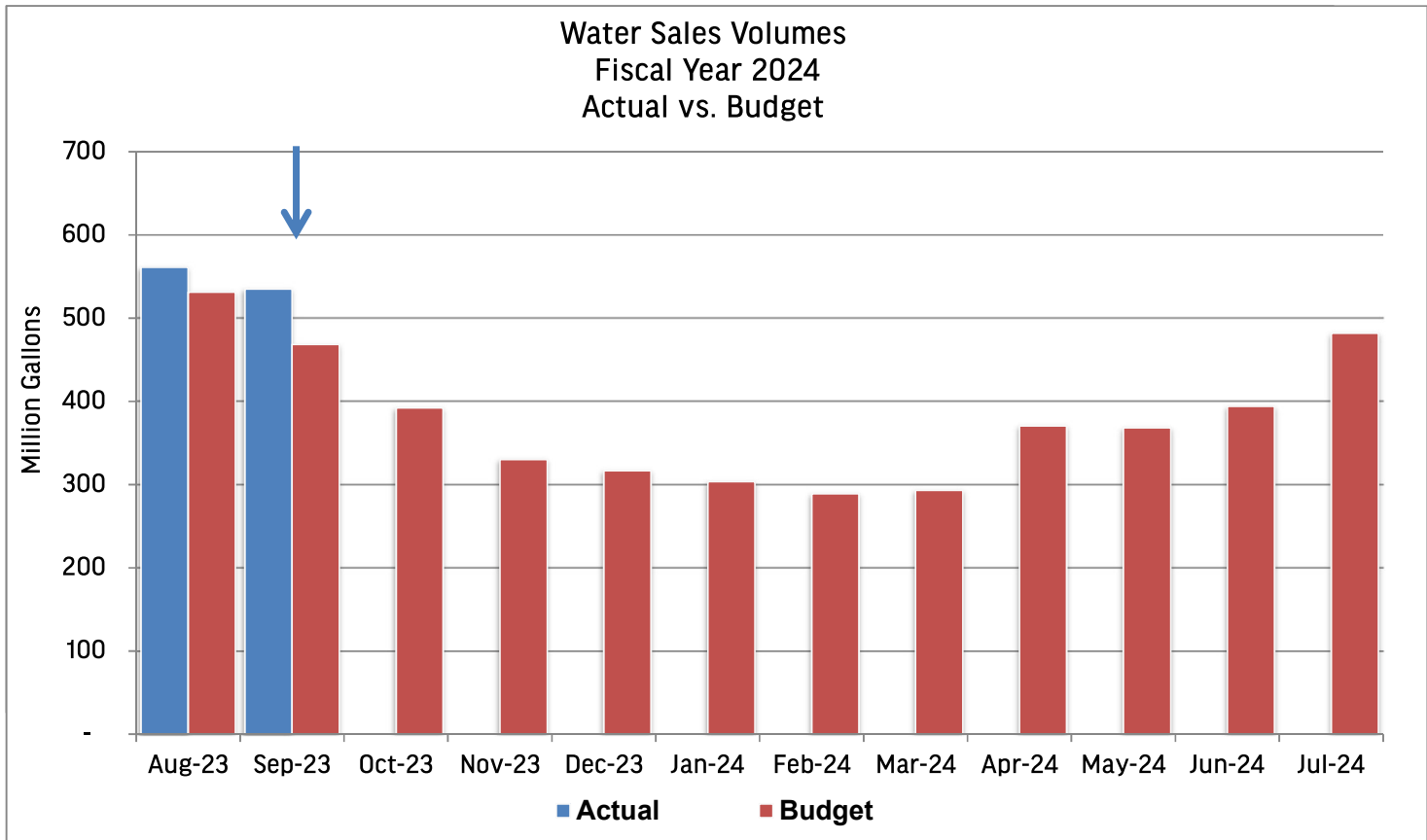
# WATER STATISTICS

**NEW BRAUNFELS UTILITIES  
WATER STATISTICS  
HIGHLIGHTS OVERVIEW**

- September MTD rainfall was higher than the prior year rainfall, totaling 0.24 inches for the month. The September rainfall total of 0.24 inches was 3.06 inches lower than the historical average rainfall of 3.3 inches. For September 2023, there was one rain day during the month compared to one rain day in September 2022.
- September YTD rainfall totaled 0.46 inches compared to the prior year total of 1.11 inches, which is a decrease of 0.65 inches compared to prior year YTD. For YTD, there have been two rain days compared to four rain days for prior year YTD.
- Average MTD consumption by residential water customer in September 2023 was 7,511 gallons compared to 6,115 gallons in September 2022, reflecting a 22.8% increase.
- Actual YTD consumption by residential water customer through September 2023 was 15,544 gallons compared to 13,715 for YTD through September 2022, reflecting an increase of 13.3%.
- Overall trend for fiscal year-to-date in total water sales volume is more than the sales volume over the same period for the previous year with the change being 171.7 million gallons, or 18.6% (1,096.3 million gallons for FY 2024 YTD vs. 924.6 million gallons for FY 2023 YTD).
- Actual total water sales volume for year-to-date FY 2024 is 1,096.3 million gallons, which is 96.7 million more than the budgeted amount of 999.7 million gallons for the same time period.
  - The following are major contributors, by rate classification, towards the 96.7 million gallons change from budget:
    - Residential Domestic – increase of 40.4 million gallons (up 7.8% from budget)
    - Multi-Unit 2-4 - increase of 0.4 million gallons (up 9.7% from budget)
    - Multi-Unit 5+ - increase of 3.6 million gallons (up 7.1% from budget)
    - Residential Irrigation – increase of 1.7 million gallons (up 0.9% from budget)
    - Commercial Irrigation – increase of 17.2 million gallons (up 26.8% from budget)
    - SGS – increase of 62.7 million gallons (up 101.9% from budget)
    - LGS – decrease of 47.5 million gallons (down 49.5% from budget)
    - Other Sales – increase of 12.2 million gallons (up 80.2% from budget)
    - ReUse Water – increase of 5.9 million gallons (up 1855% from budget)

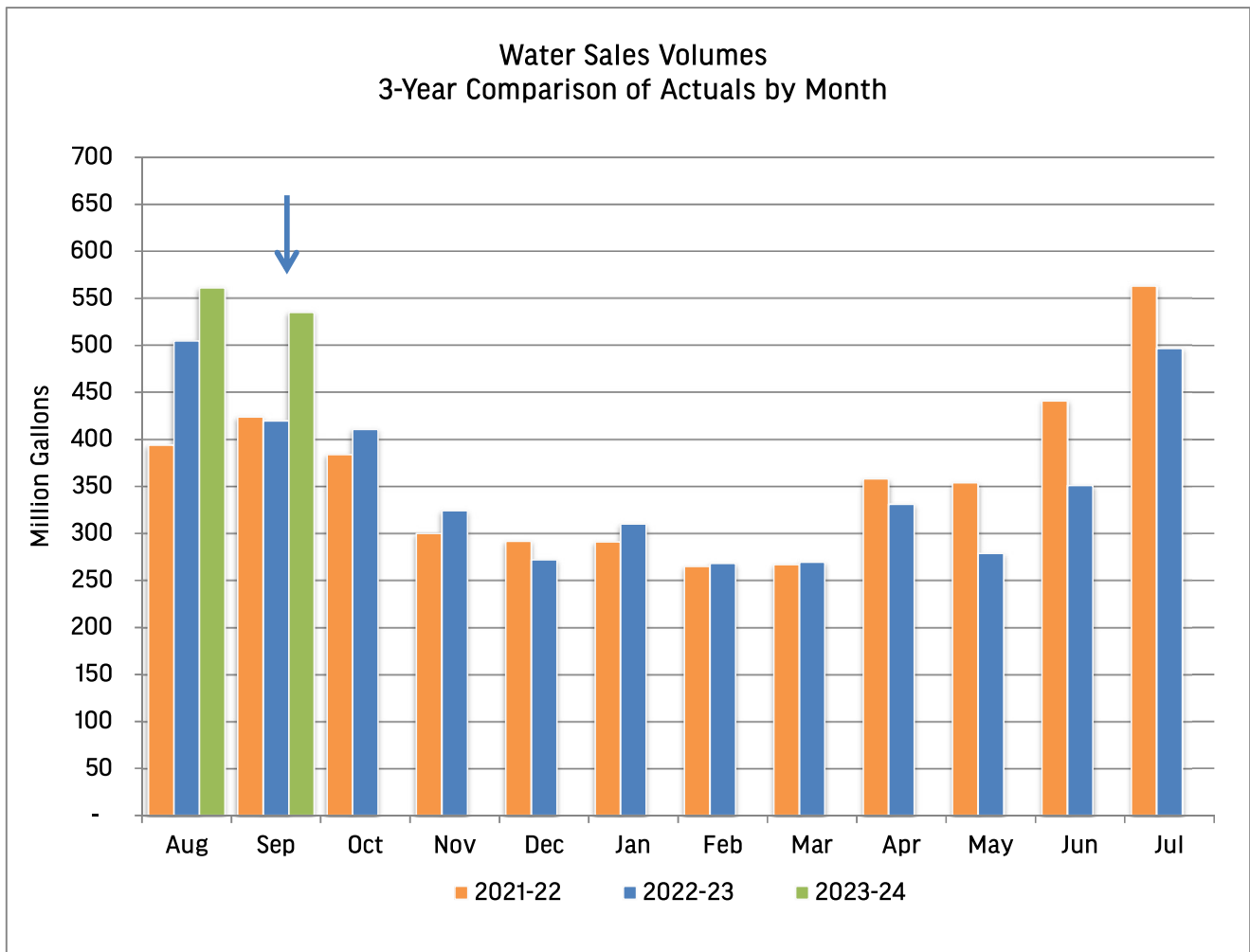
Monthly Rain Data  
 Prior Year vs. Current Year  
 Rolling 13 Months





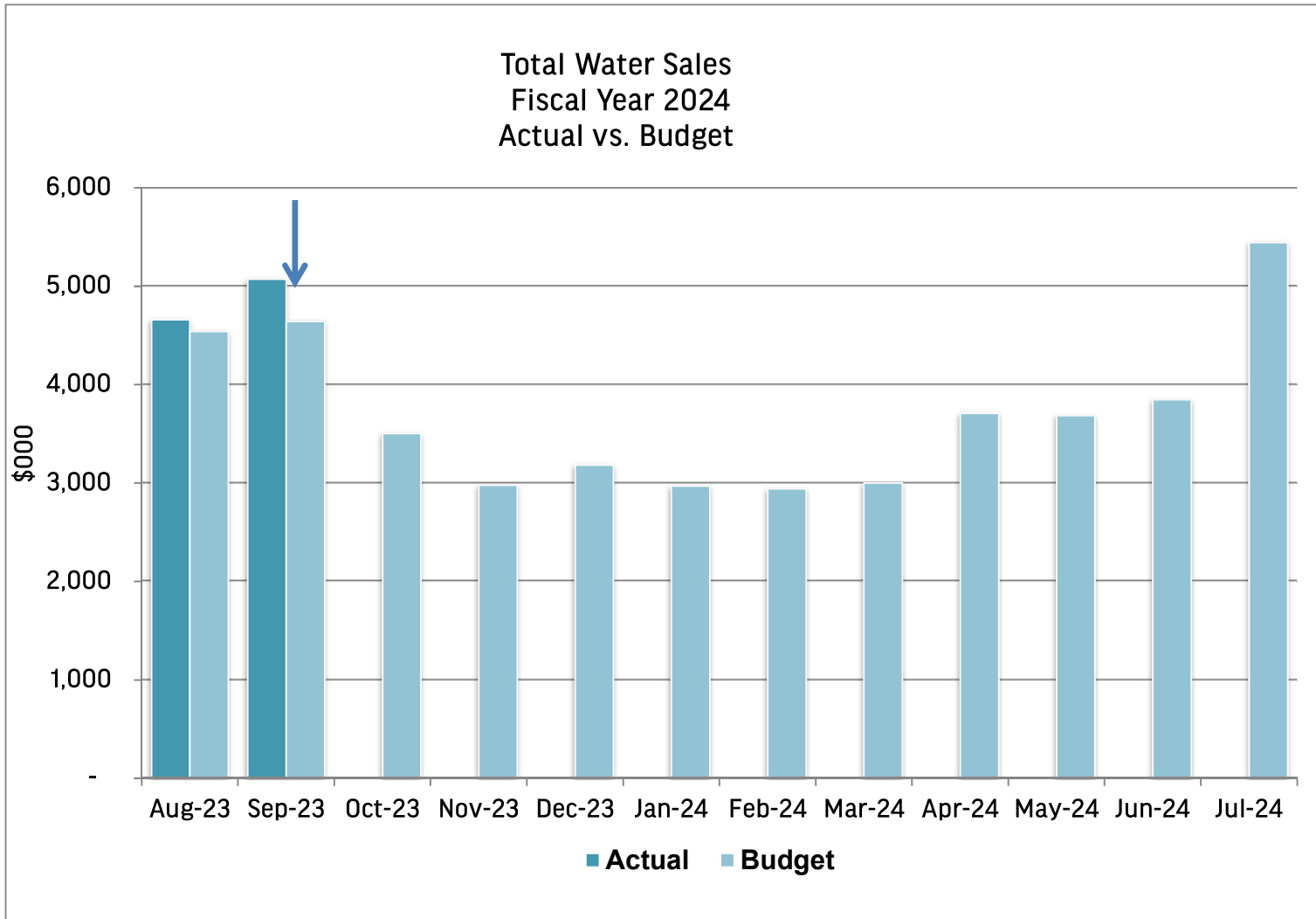
Month	Actual	Budget
Aug-23	561	531
Sep-23	535	468
Oct-23	-	392
Nov-23	-	330
Dec-23	-	317
Jan-24	-	304
Feb-24	-	289
Mar-24	-	293
Apr-24	-	371
May-24	-	368
Jun-24	-	394
Jul-24	-	482
<b>TOTAL</b>	<b>1,096</b>	<b>4,539</b>





Month	Water Sales Volumes (Million Gallons)		
	2021-22	2022-23	2023-24
Aug	394	505	561
Sep	424	420	535
Oct	384	411	-
Nov	300	324	-
Dec	292	272	-
Jan	291	310	-
Feb	265	268	-
Mar	267	269	-
Apr	358	331	-
May	354	279	-
Jun	441	351	-
Jul	563	497	-
<b>TOTAL</b>	<b>4,333</b>	<b>4,237</b>	<b>1,096</b>

Meter Count	FY 2022	% Change 2022-2023	FY 2023	% Change 2023-2024	FY 2024
Residential	31,248	12.06%	35,017	2.64%	35,942
Irrigation	10,274	30.96%	13,455	6.75%	14,363
Other	2,888	2.98%	2,974	3.63%	3,082
<b>TOTAL</b>	<b>44,410</b>	<b>15.84%</b>	<b>51,446</b>	<b>3.77%</b>	<b>53,387</b>



Month	Total Water Sales (\$000)	
	Actual	Budget
Aug-23	\$ 4,660	\$ 4,539
Sep-23	\$ 5,070	\$ 4,642
Oct-23	\$ -	\$ 3,503
Nov-23	\$ -	\$ 2,978
Dec-23	\$ -	\$ 3,184
Jan-24	\$ -	\$ 2,971
Feb-24	\$ -	\$ 2,943
Mar-24	\$ -	\$ 2,999
Apr-24	\$ -	\$ 3,708
May-24	\$ -	\$ 3,685
Jun-24	\$ -	\$ 3,847
Jul-24	\$ -	\$ 5,445
<b>TOTAL</b>	<b>\$ 9,730</b>	<b>\$ 44,444</b>

# WATER SUPPLEMENTAL INFORMATION

**NEW BRAUNFELS UTILITIES**  
**Water Volume (Gallons)**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	286,378,437	269,971,015	556,349,452	278,174,726
Budget	278,669,478	237,292,325	515,961,803	257,980,902
Prior Year	264,945,370	214,133,721	479,079,091	239,539,545
<b>Multi-Unit 2-4</b>				
Actuals	2,241,863	2,314,345	4,556,208	2,278,104
Budget	2,133,762	2,020,591	4,154,353	2,077,176
Prior Year	2,255,895	1,811,283	4,067,178	2,033,589
<b>Multi-Unit 5+</b>				
Actuals	27,135,318	27,407,982	54,543,300	27,271,650
Budget	25,326,666	25,620,852	50,947,518	25,473,759
Prior Year	25,435,941	26,247,479	51,683,420	25,841,710
<b>Residential Irrigation</b>				
Actuals	99,066,089	94,465,846	193,531,935	96,765,968
Budget	101,916,516	89,848,970	191,765,486	95,882,743
Prior Year	75,502,265	57,908,800	133,411,065	66,705,533
<b>Commercial Irrigation</b>				
Actuals	39,196,600	41,949,117	81,145,717	40,572,859
Budget	31,806,969	32,170,482	63,977,451	31,988,725
Prior Year	33,744,774	30,535,334	64,280,108	32,140,054
<b>SGS</b>				
Actuals	88,144,880	36,085,131	124,230,011	62,115,006
Budget	31,764,131	29,773,888	61,538,019	30,769,009
Prior Year	78,178,199	78,468,416	156,646,615	78,323,307
<b>LGS</b>				
Actuals	-	48,367,404	48,367,404	24,183,702
Budget	51,137,660	44,700,916	95,838,576	47,919,288
Prior Year	-	-	-	-
<b>Other Sales</b>				
Actuals	14,773,264	12,569,962	27,343,226	13,671,613
Budget	7,964,649	7,211,502	15,176,151	7,588,076
Prior Year	19,291,639	10,429,974	29,721,613	14,860,807
<b>ReUse Water</b>				
Actuals	4,312,900	1,955,900	6,268,800	3,134,400
Budget	613,050	(292,400)	320,650	160,325
Prior Year	5,486,000	267,200	5,753,200	2,876,600
<b>Total Sales</b>				
Actuals	561,249,351	535,086,702	1,096,336,053	548,168,027
Budget	531,332,881	468,347,126	999,680,007	499,840,004
Prior Year	504,840,083	419,802,207	924,642,290	462,321,145

**NEW BRAUNFELS UTILITIES**  
**Water Volume (Gallons) Variance**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	286,378,437	269,971,015	556,349,452	278,174,726
Actual vs Budget	7,708,959	32,678,690	40,387,649	20,193,824
Actual vs Prior Year	21,433,067	55,837,294	77,270,361	38,635,181
<b>Multi-Unit 2-4</b>				
Actuals	2,241,863	2,314,345	4,556,208	2,278,104
Actual vs Budget	108,101	293,754	401,855	200,928
Actual vs Prior Year	(14,032)	503,062	489,030	244,515
<b>Multi-Unit 5+</b>				
Actuals	27,135,318	27,407,982	54,543,300	27,271,650
Actual vs Budget	1,808,652	1,787,130	3,595,782	1,797,891
Actual vs Prior Year	1,699,377	1,160,503	2,859,880	1,429,940
<b>Residential Irrigation</b>				
Actuals	99,066,089	94,465,846	193,531,935	96,765,968
Actual vs Budget	(2,850,427)	4,616,876	1,766,449	883,225
Actual vs Prior Year	23,563,824	36,557,046	60,120,870	30,060,435
<b>Commercial Irrigation</b>				
Actuals	39,196,600	41,949,117	81,145,717	40,572,859
Actual vs Budget	7,389,631	9,778,635	17,168,266	8,584,133
Actual vs Prior Year	5,451,826	11,413,783	16,865,609	8,432,804
<b>SGS</b>				
Actuals	88,144,880	36,085,131	124,230,011	62,115,006
Actual vs Budget	56,380,749	6,311,243	62,691,992	31,345,996
Actual vs Prior Year	9,966,681	(42,383,285)	(32,416,604)	(16,208,302)
<b>LGS</b>				
Actuals	-	48,367,404	48,367,404	24,183,702
Actual vs Budget	(51,137,660)	3,666,488	(47,471,172)	(23,735,586)
Actual vs Prior Year	-	48,367,404	48,367,404	24,183,702
<b>Other Sales</b>				
Actuals	14,773,264	12,569,962	27,343,226	13,671,613
Actual vs Budget	6,808,615	5,358,460	12,167,075	6,083,537
Actual vs Prior Year	(4,518,375)	2,139,988	(2,378,387)	(1,189,194)
<b>ReUse Water</b>				
Actuals	4,312,900	1,955,900	6,268,800	3,134,400
Actual vs Budget	3,699,850	2,248,300	5,948,150	2,974,075
Actual vs Prior Year	(1,173,100)	1,688,700	515,600	257,800
<b>Total Sales</b>				
Actuals	561,249,351	535,086,702	1,096,336,053	548,168,027
Actual vs Budget	29,916,470	66,739,576	96,656,046	48,328,023
Actual vs Prior Year	56,409,268	115,284,495	171,693,763	85,846,881

**NEW BRAUNFELS UTILITIES**  
**Water Revenue**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	\$ 1,827,272	\$ 2,392,640	\$ 4,219,912	\$ 2,109,956
Budget	\$ 1,675,906	\$ 1,751,798	\$ 3,427,704	\$ 1,713,852
Prior Year	\$ 1,435,468	\$ 1,424,172	\$ 2,859,640	\$ 1,429,820
<b>Multi-Unit 2-4</b>				
Actuals	\$ 19,957	\$ 20,786	\$ 40,743	\$ 20,372
Budget	\$ 20,133	\$ 22,197	\$ 42,330	\$ 21,165
Prior Year	\$ 19,176	\$ 17,926	\$ 37,101	\$ 18,551
<b>Multi-Unit 5+</b>				
Actuals	\$ 260,228	\$ 257,270	\$ 517,498	\$ 258,749
Budget	\$ 266,804	\$ 279,964	\$ 546,768	\$ 273,384
Prior Year	\$ 241,401	\$ 258,388	\$ 499,789	\$ 249,895
<b>Residential Irrigation</b>				
Actuals	\$ 1,117,789	\$ 1,105,950	\$ 2,223,739	\$ 1,111,869
Budget	\$ 1,313,660	\$ 1,294,138	\$ 2,607,798	\$ 1,303,899
Prior Year	\$ 876,750	\$ 751,431	\$ 1,628,181	\$ 814,090
<b>Commercial Irrigation</b>				
Actuals	\$ 477,522	\$ 504,909	\$ 982,431	\$ 491,215
Budget	\$ 424,000	\$ 469,064	\$ 893,063	\$ 446,532
Prior Year	\$ 405,253	\$ 401,101	\$ 806,355	\$ 403,177
<b>SGS</b>				
Actuals	\$ 765,231	\$ 343,842	\$ 1,109,073	\$ 554,537
Budget	\$ 434,693	\$ 388,629	\$ 823,322	\$ 411,661
Prior Year	\$ 616,047	\$ 678,287	\$ 1,294,334	\$ 647,167
<b>LGS</b>				
Actuals	\$ -	\$ 288,946	\$ 288,946	\$ 144,473
Budget	\$ 290,436	\$ 325,951	\$ 616,387	\$ 308,193
Prior Year	\$ -	\$ -	\$ -	\$ -
<b>Other Sales</b>				
Actuals	\$ 179,419	\$ 155,792	\$ 335,211	\$ 167,606
Budget	\$ 110,730	\$ 111,853	\$ 222,584	\$ 111,292
Prior Year	\$ 241,628	\$ 145,742	\$ 387,369	\$ 193,685
<b>ReUse Water</b>				
Actuals	\$ 12,545	\$ 173	\$ 12,717	\$ 6,359
Budget	\$ 3,125	\$ (1,309)	\$ 1,816	\$ 908
Prior Year	\$ 25,191	\$ 1,078	\$ 26,268	\$ 13,134
<b>Total Sales</b>				
Actuals	\$ 4,659,963	\$ 5,070,307	\$ 9,730,270	\$ 4,865,135
Budget	\$ 4,539,486	\$ 4,642,285	\$ 9,181,771	\$ 4,590,886
Prior Year	\$ 3,860,913	\$ 3,678,125	\$ 7,539,037	\$ 3,769,519

**NEW BRAUNFELS UTILITIES**  
**Water Revenue Variance**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	\$ 1,827,272	\$ 2,392,640	\$ 4,219,912	\$ 2,109,956
Actual vs Budget	\$ 151,366	\$ 640,842	\$ 792,208	\$ 396,104
Actual vs Prior Year	\$ 391,804	\$ 968,468	\$ 1,360,272	\$ 680,136
<b>Multi-Unit 2-4</b>				
Actuals	\$ 19,957	\$ 20,786	\$ 40,743	\$ 20,372
Actual vs Budget	\$ (176)	\$ (1,410)	\$ (1,586)	\$ (793)
Actual vs Prior Year	\$ 781	\$ 2,861	\$ 3,642	\$ 1,821
<b>Multi-Unit 5+</b>				
Actuals	\$ 260,228	\$ 257,270	\$ 517,498	\$ 258,749
Actual vs Budget	\$ (6,575)	\$ (22,694)	\$ (29,270)	\$ (14,635)
Actual vs Prior Year	\$ 18,828	\$ (1,119)	\$ 17,709	\$ 8,854
<b>Residential Irrigation</b>				
Actuals	\$ 1,117,789	\$ 1,105,950	\$ 2,223,739	\$ 1,111,869
Actual vs Budget	\$ (195,872)	\$ (188,188)	\$ (384,060)	\$ (192,030)
Actual vs Prior Year	\$ 241,039	\$ 354,519	\$ 595,558	\$ 297,779
<b>Commercial Irrigation</b>				
Actuals	\$ 477,522	\$ 504,909	\$ 982,431	\$ 491,215
Actual vs Budget	\$ 53,522	\$ 35,845	\$ 89,368	\$ 44,684
Actual vs Prior Year	\$ 72,269	\$ 103,808	\$ 176,076	\$ 88,038
<b>SGS</b>				
Actuals	\$ 765,231	\$ 343,842	\$ 1,109,073	\$ 554,537
Actual vs Budget	\$ 330,538	\$ (44,787)	\$ 285,751	\$ 142,875
Actual vs Prior Year	\$ 149,184	\$ (334,445)	\$ (185,261)	\$ (92,631)
<b>LGS</b>				
Actuals	\$ -	\$ 288,946	\$ 288,946	\$ 144,473
Actual vs Budget	\$ (290,436)	\$ (37,006)	\$ (327,441)	\$ (163,721)
Actual vs Prior Year	\$ -	\$ 288,946	\$ 288,946	\$ 144,473
<b>Other Sales</b>				
Actuals	\$ 179,419	\$ 155,792	\$ 335,211	\$ 167,606
Actual vs Budget	\$ 68,689	\$ 43,939	\$ 112,627	\$ 56,314
Actual vs Prior Year	\$ (62,209)	\$ 10,051	\$ (52,158)	\$ (26,079)
<b>ReUse Water</b>				
Actuals	\$ 12,545	\$ 173	\$ 12,717	\$ 6,359
Actual vs Budget	\$ 9,420	\$ 1,482	\$ 10,902	\$ 5,451
Actual vs Prior Year	\$ (12,646)	\$ (905)	\$ (13,551)	\$ (6,775)
<b>Total Sales</b>				
Actuals	\$ 4,659,963	\$ 5,070,307	\$ 9,730,270	\$ 4,865,135
Actual vs Budget	\$ 120,477	\$ 428,022	\$ 548,499	\$ 274,250
Actual vs Prior Year	\$ 799,050	\$ 1,392,183	\$ 2,191,233	\$ 1,095,616

**NEW BRAUNFELS UTILITIES**  
**Water Meters**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD
	AUG	SEP	AVG
<b>Residential</b>			
Actuals	35,651	35,942	35,797
Budget	35,570	35,716	35,643
Prior Year	34,863	35,017	34,940
<b>Multi-Unit 2-4</b>			
Actuals	208	221	215
Budget	208	208	208
Prior Year	208	209	209
<b>Multi-Unit 5+</b>			
Actuals	262	269	266
Budget	260	262	261
Prior Year	257	257	257
<b>Residential Irrigation</b>			
Actuals	13,351	13,533	13,442
Budget	13,187	13,347	13,267
Prior Year	12,525	12,620	12,573
<b>Commercial Irrigation</b>			
Actuals	884	830	857
Budget	860	862	861
Prior Year	845	835	840
<b>SGS</b>			
Actuals	2,412	2,282	2,347
Budget	2,268	2,271	2,270
Prior Year	2,380	2,383	2,382
<b>LGS</b>			
Actuals	-	198	99
Budget	133	134	134
Prior Year	-	-	-
<b>Other Sales</b>			
Actuals	109	111	110
Budget	151	153	152
Prior Year	124	124	124
<b>ReUse Water</b>			
Actuals	1	1	1
Budget	1	1	1
Prior Year	1	1	1
<b>Total Meters</b>			
Actuals	52,878	53,387	53,133
Budget	52,638	52,954	52,796
Prior Year	51,203	51,446	51,325

New Meters	241	509	375
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New Meter Growth	0.5%	1.0%	0.7%
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**NEW BRAUNFELS UTILITIES**  
**Water Volume per Meter (Gallons)**  
**For Month Ending September 30, 2023**

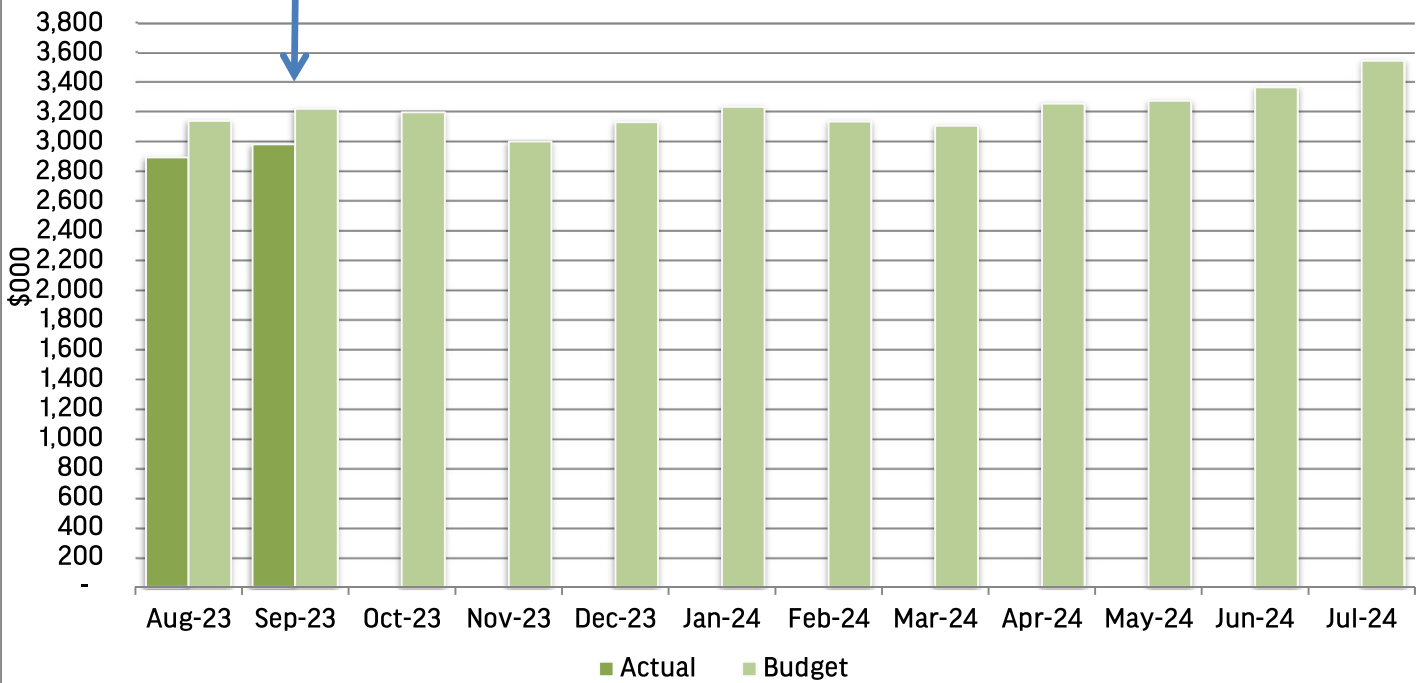
DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	8,033	7,511	15,544	7,772
Budget	7,834	6,644	14,478	7,239
Prior Year	7,600	6,115	13,715	6,857
<b>Multi-Unit 2-4</b>				
Actuals	10,778	10,472	21,250	10,625
Budget	10,258	9,714	19,973	9,986
Prior Year	10,846	8,666	19,512	9,756
<b>Multi-Unit 5+</b>				
Actuals	103,570	101,888	205,458	102,729
Budget	97,504	97,976	195,480	97,740
Prior Year	98,973	102,130	201,103	100,551
<b>Residential Irrigation</b>				
Actuals	7,420	6,980	14,401	7,200
Budget	7,729	6,732	14,461	7,230
Prior Year	6,028	4,589	10,617	5,308
<b>Commercial Irrigation</b>				
Actuals	44,340	50,541	94,881	47,441
Budget	36,995	37,302	74,297	37,149
Prior Year	39,935	36,569	76,504	38,252
<b>SGS</b>				
Actuals	36,544	15,813	52,357	26,179
Budget	14,002	13,108	27,110	13,555
Prior Year	32,848	32,928	65,776	32,888
<b>LGS</b>				
Actuals	-	244,280	244,280	122,140
Budget	384,494	333,589	718,083	359,041
Prior Year	-	-	-	-
<b>Other Sales</b>				
Actuals	135,535	113,243	248,777	124,389
Budget	52,714	47,203	99,917	49,958
Prior Year	155,578	84,113	239,690	119,845
<b>ReUse Water</b>				
Actuals	4,312,900	1,955,900	6,268,800	3,134,400
Budget	613,050	(292,400)	320,650	160,325
Prior Year	5,486,000	267,200	5,753,200	2,876,600

**NEW BRAUNFELS UTILITIES**  
**Water Rates (per Gallon)**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD
	AUG	SEP	AVG
<b>Residential</b>			
Actuals	\$ 0.0064	\$ 0.0089	\$ 0.0076
Budget	\$ 0.0060	\$ 0.0074	\$ 0.0067
Prior Year	\$ 0.0054	\$ 0.0067	\$ 0.0060
<b>Multi-Unit 2-4</b>			
Actuals	\$ 0.0089	\$ 0.0090	\$ 0.0089
Budget	\$ 0.0094	\$ 0.0110	\$ 0.0102
Prior Year	\$ 0.0085	\$ 0.0099	\$ 0.0092
<b>Multi-Unit 5+</b>			
Actuals	\$ 0.0096	\$ 0.0094	\$ 0.0095
Budget	\$ 0.0105	\$ 0.0109	\$ 0.0107
Prior Year	\$ 0.0095	\$ 0.0098	\$ 0.0097
<b>Residential Irrigation</b>			
Actuals	\$ 0.0113	\$ 0.0117	\$ 0.0115
Budget	\$ 0.0129	\$ 0.0144	\$ 0.0136
Prior Year	\$ 0.0116	\$ 0.0130	\$ 0.0123
<b>Commercial Irrigation</b>			
Actuals	\$ 0.0122	\$ 0.0120	\$ 0.0121
Budget	\$ 0.0133	\$ 0.0146	\$ 0.0140
Prior Year	\$ 0.0120	\$ 0.0131	\$ 0.0126
<b>SGS</b>			
Actuals	\$ 0.0087	\$ 0.0095	\$ 0.0091
Budget	\$ 0.0137	\$ 0.0131	\$ 0.0134
Prior Year	\$ 0.0079	\$ 0.0086	\$ 0.0083
<b>LGS</b>			
Actuals	\$ -	\$ 0.0060	\$ 0.0030
Budget	\$ 0.0057	\$ 0.0073	\$ 0.0065
Prior Year	\$ -	\$ -	\$ -
<b>Other Sales</b>			
Actuals	\$ 0.0121	\$ 0.0124	\$ 0.0123
Budget	\$ 0.0139	\$ 0.0155	\$ 0.0147
Prior Year	\$ 0.0125	\$ 0.0140	\$ 0.0132
<b>ReUse Water</b>			
Actuals	\$ 0.0029	\$ 0.0001	\$ 0.0015
Budget	\$ 0.0051	\$ 0.0045	\$ 0.0048
Prior Year	\$ 0.0046	\$ 0.0040	\$ 0.0043

# SEWER STATISTICS

### Total Sewer Sales Fiscal Year 2024 Actual vs. Budget



Month	Total Sewer Sales (\$000)	
	Actual	Budget
Aug-23	\$ 2,896	\$ 3,143
Sep-23	\$ 2,985	\$ 3,224
Oct-23	\$ -	\$ 3,201
Nov-23	\$ -	\$ 3,005
Dec-23	\$ -	\$ 3,134
Jan-24	\$ -	\$ 3,238
Feb-24	\$ -	\$ 3,140
Mar-24	\$ -	\$ 3,111
Apr-24	\$ -	\$ 3,260
May-24	\$ -	\$ 3,279
Jun-24	\$ -	\$ 3,370
Jul-24	\$ -	\$ 3,549
TOTAL	\$ 5,881	\$ 38,653

Customer Count	FY 2022	% Change 2022-2023	FY 2023	% Change 2023-2024	FY 2024
Residential	27,963	12.90%	31,569	2.86%	32,472
Other	2,511	1.91%	2,559	2.46%	2,622
<b>TOTAL</b>	<b>30,474</b>	<b>11.99%</b>	<b>34,128</b>	<b>2.83%</b>	<b>35,094</b>

# SEWER SUPPLEMENTAL INFORMATION

**NEW BRAUNFELS UTILITIES**  
**Sewer Revenue**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	\$ 1,620,385	\$ 1,780,256	\$ 3,400,641	\$ 1,700,320
Budget	\$ 1,877,005	\$ 1,952,128	\$ 3,829,133	\$ 1,914,566
Prior Year	\$ 1,431,988	\$ 1,602,167	\$ 3,034,154	\$ 1,517,077
<b>Multi-Unit 2-4</b>				
Actuals	\$ 14,354	\$ 16,278	\$ 30,631	\$ 15,316
Budget	\$ 15,982	\$ 16,707	\$ 32,689	\$ 16,344
Prior Year	\$ 12,873	\$ 14,215	\$ 27,087	\$ 13,544
<b>Multi-Unit 5+</b>				
Actuals	\$ 362,783	\$ 369,364	\$ 732,147	\$ 366,074
Budget	\$ 387,068	\$ 401,507	\$ 788,575	\$ 394,287
Prior Year	\$ 324,197	\$ 352,643	\$ 676,840	\$ 338,420
<b>SGS</b>				
Actuals	\$ 897,364	\$ 818,036	\$ 1,715,400	\$ 857,700
Budget	\$ 861,177	\$ 851,972	\$ 1,713,148	\$ 856,574
Prior Year	\$ 720,511	\$ 787,794	\$ 1,508,305	\$ 754,152
<b>Schertz Sewer</b>				
Actuals	\$ 1,307	\$ 1,320	\$ 2,627	\$ 1,314
Budget	\$ 1,902	\$ 1,867	\$ 3,769	\$ 1,885
Prior Year	\$ 1,476	\$ 1,282	\$ 2,758	\$ 1,379
<b>Total Sales</b>				
Actuals	\$ 2,896,192	\$ 2,985,254	\$ 5,881,447	\$ 2,940,723
Budget	\$ 3,143,133	\$ 3,224,180	\$ 6,367,314	\$ 3,183,657
Prior Year	\$ 2,491,044	\$ 2,758,100	\$ 5,249,145	\$ 2,624,572

**NEW BRAUNFELS UTILITIES**  
**Sewer Revenue Variance**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD	
	AUG	SEP	ACT	AVG
<b>Residential</b>				
Actuals	\$ 1,620,385	\$ 1,780,256	\$ 3,400,641	\$ 1,700,320
Actual vs Budget	\$ (256,620)	\$ (171,872)	\$ (428,492)	\$ (214,246)
Actual vs Prior Year	\$ 188,397	\$ 178,089	\$ 366,486	\$ 183,243
<b>Multi-Unit 2-4</b>				
Actuals	\$ 14,354	\$ 16,278	\$ 30,631	\$ 15,316
Actual vs Budget	\$ (1,628)	\$ (430)	\$ (2,058)	\$ (1,029)
Actual vs Prior Year	\$ 1,481	\$ 2,063	\$ 3,544	\$ 1,772
<b>Multi-Unit 5+</b>				
Actuals	\$ 362,783	\$ 369,364	\$ 732,147	\$ 366,074
Actual vs Budget	\$ (24,285)	\$ (32,143)	\$ (56,427)	\$ (28,214)
Actual vs Prior Year	\$ 38,586	\$ 16,721	\$ 55,308	\$ 27,654
<b>SGS</b>				
Actuals	\$ 897,364	\$ 818,036	\$ 1,715,400	\$ 857,700
Actual vs Budget	\$ 36,188	\$ (33,935)	\$ 2,252	\$ 1,126
Actual vs Prior Year	\$ 176,854	\$ 30,242	\$ 207,096	\$ 103,548
<b>Schertz Sewer</b>				
Actuals	\$ 1,307	\$ 1,320	\$ 2,627	\$ 1,314
Actual vs Budget	\$ (595)	\$ (547)	\$ (1,142)	\$ (571)
Actual vs Prior Year	\$ (169)	\$ 38	\$ (131)	\$ (65)
<b>Total Sales</b>				
Actuals	\$ 2,896,192	\$ 2,985,254	\$ 5,881,447	\$ 2,940,723
Actual vs Budget	\$ (246,941)	\$ (238,926)	\$ (485,867)	\$ (242,934)
Actual vs Prior Year	\$ 405,148	\$ 227,154	\$ 632,302	\$ 316,151

**NEW BRAUNFELS UTILITIES**  
**Sewer Usage (Gallons)**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023 AUG	2023 SEP	FY 2024 YTD	
			ACT	AVG
<b>Residential</b>				
Actuals	104,591,818	110,400,361	214,992,179	107,496,089
Prior Year	105,945,683	113,046,276	218,991,959	109,495,980
<b>Multi-Unit 2-4</b>				
Actuals	835,859	859,259	1,695,118	847,559
Prior Year	834,405	876,991	1,711,396	855,698
<b>Multi-Unit 5+</b>				
Actuals	26,464,494	26,498,569	52,963,063	26,481,532
Prior Year	25,753,140	28,032,246	53,785,386	26,892,693
<b>SGS</b>				
Actuals	147,287,980	131,416,134	278,704,115	139,352,057
Prior Year	130,005,417	129,722,018	259,727,436	129,863,718
<b>Schertz Sewer</b>				
Actuals	433,200	437,700	870,900	435,450
Prior Year	145,500	141,667	287,167	143,583
<b>Total Sales</b>				
Actuals	279,613,351	269,612,023	549,225,375	274,612,687
Prior Year	262,684,145	271,819,198	534,503,343	267,251,672



**NEW BRAUNFELS UTILITIES**  
**Sewer Customers**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD
	AUG	SEP	AVG
<b>Residential</b>			
Actuals	32,187	32,472	32,330
Budget	34,071	34,211	34,141
Prior Year	31,424	31,569	31,497
<b>Multi-Unit 2-4</b>			
Actuals	173	186	180
Budget	182	182	182
Prior Year	174	174	174
<b>Multi-Unit 5+</b>			
Actuals	261	268	265
Budget	260	261	261
Prior Year	256	257	257
<b>SGS</b>			
Actuals	2,158	2,167	2,163
Budget	2,135	2,139	2,137
Prior Year	2,125	2,127	2,126
<b>Schertz Sewer</b>			
Actuals	1	1	1
Budget	1	1	1
Prior Year	1	1	1
<b>Total Accounts</b>			
Actuals	34,780	35,094	34,937
Budget	36,648	36,794	36,721
Prior Year	33,980	34,128	34,054

New Customers	85	314	200
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New Customer Growth %	0.2%	0.9%	0.6%
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**NEW BRAUNFELS UTILITIES**  
**Sewer Rates (per Customer)**  
**For Month Ending September 30, 2023**

DESCRIPTION	2023	2023	FY 2024 YTD
	AUG	SEP	AVG
<b>Residential</b>			
Actuals	\$ 50.34	\$ 54.82	\$ 52.58
Budget	\$ 55.09	\$ 57.06	\$ 56.08
Prior Year	\$ 45.57	\$ 50.75	\$ 48.16
<b>Multi-Unit 2-4</b>			
Actuals	\$ 82.97	\$ 87.52	\$ 85.24
Budget	\$ 87.80	\$ 91.78	\$ 89.79
Prior Year	\$ 73.98	\$ 81.69	\$ 77.84
<b>Multi-Unit 5+</b>			
Actuals	\$ 1,389.97	\$ 1,378.22	\$ 1,384.10
Budget	\$ 1,490.48	\$ 1,535.99	\$ 1,513.23
Prior Year	\$ 1,266.40	\$ 1,372.15	\$ 1,319.27
<b>SGS</b>			
Actuals	\$ 415.83	\$ 377.50	\$ 396.66
Budget	\$ 403.40	\$ 398.37	\$ 400.88
Prior Year	\$ 339.06	\$ 370.38	\$ 354.72
<b>Schertz Sewer</b>			
Actuals	\$ 1,306.75	\$ 1,320.32	\$ 1,313.54
Budget	\$ 1,902.07	\$ 1,866.97	\$ 1,884.52
Prior Year	\$ 1,476.00	\$ 1,282.01	\$ 1,379.01



# Financial Update

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September 2023 Financials

Kimberly Huffman

Accounting Manager

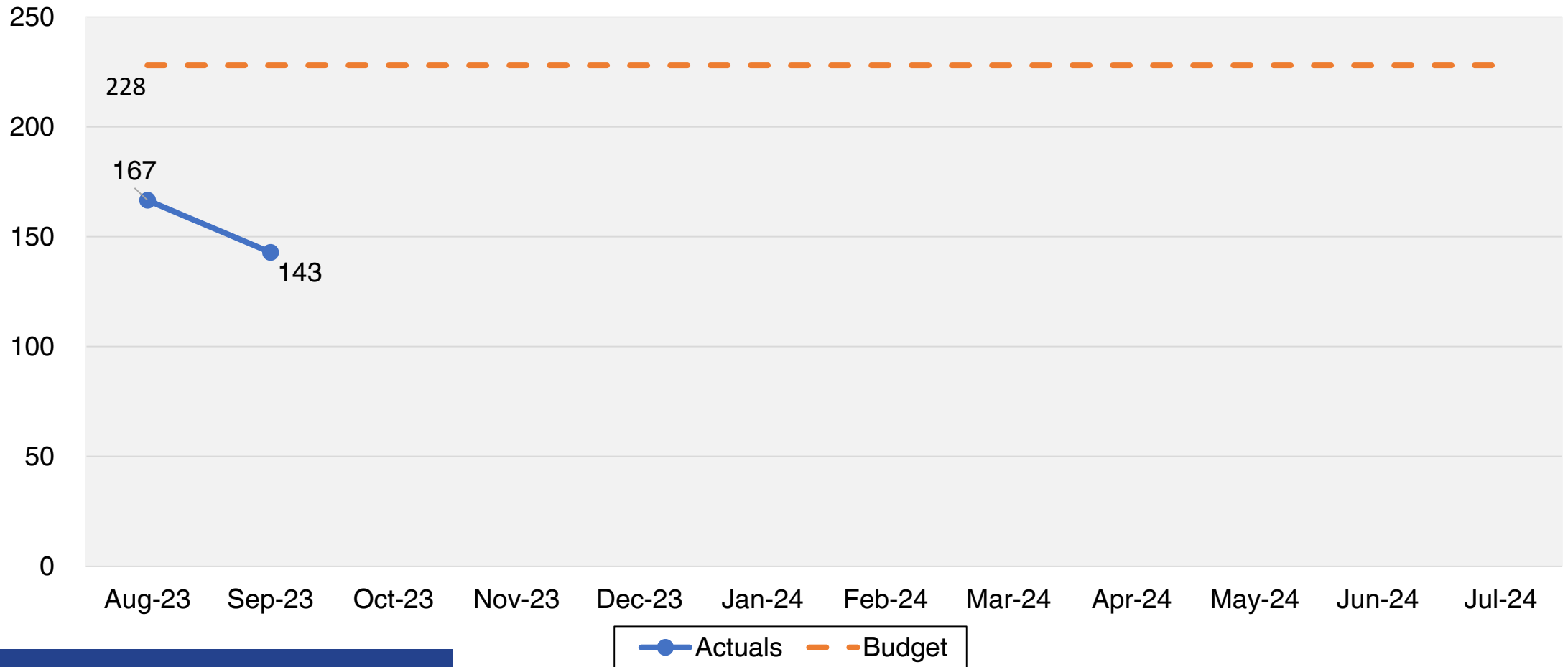


# Board Financial Policy Compliance September 2023 YTD

	FY 2023 Actual**	FY 2024 Budget	Financial Policy	FY 2024 Actual*
Debt to Capitalization (lower is better)	44.5%	47.4%	≤55.0%	<b>38.6%</b>
Debt Service Coverage (higher is better)	5.44	4.28	≥2.40	<b>6.12</b>
Days Cash on Hand (higher is better)	162	228	≥140	<b>143</b>
Days Liquidity on Hand (higher is better)	352	N/A	N/A	<b>323</b>

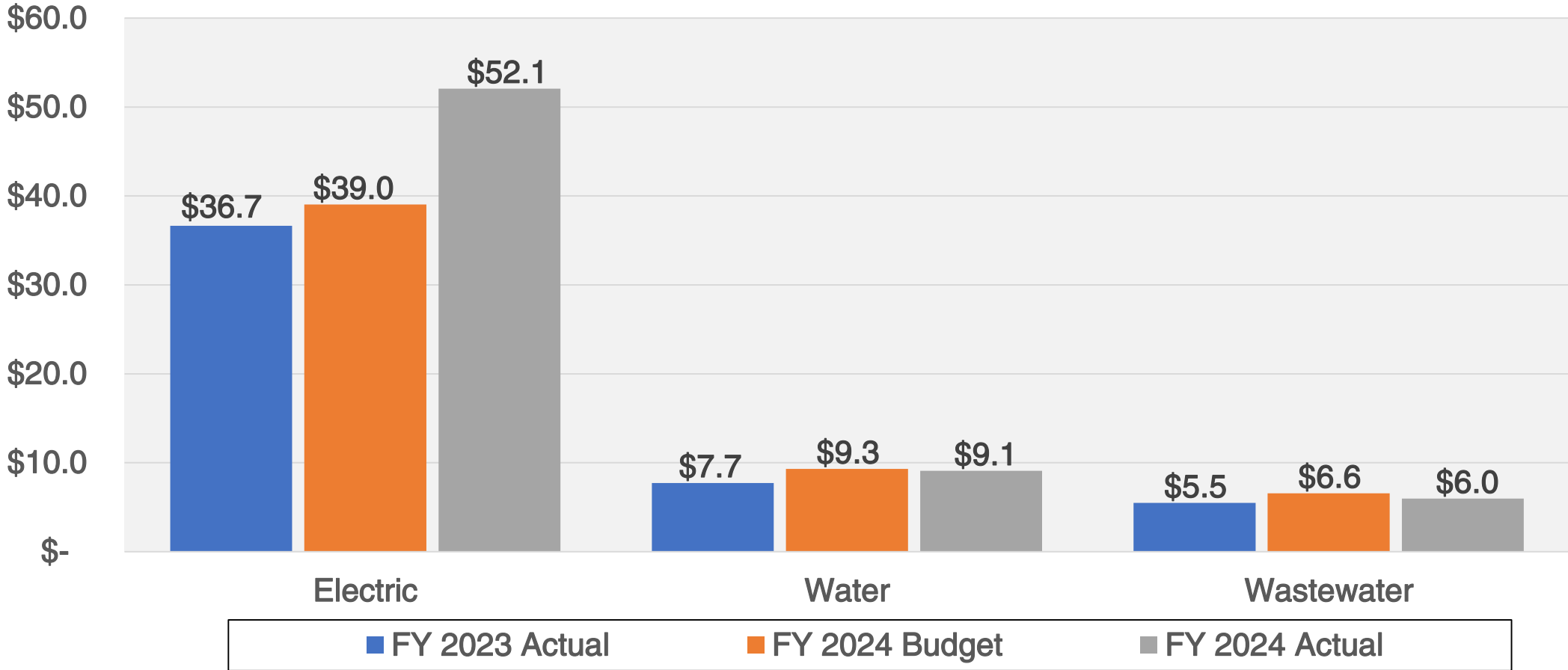
\* Amounts are calculated by annualizing the YTD results  
 \*\* Unaudited amounts

# Days Cash on Hand September 2023 YTD



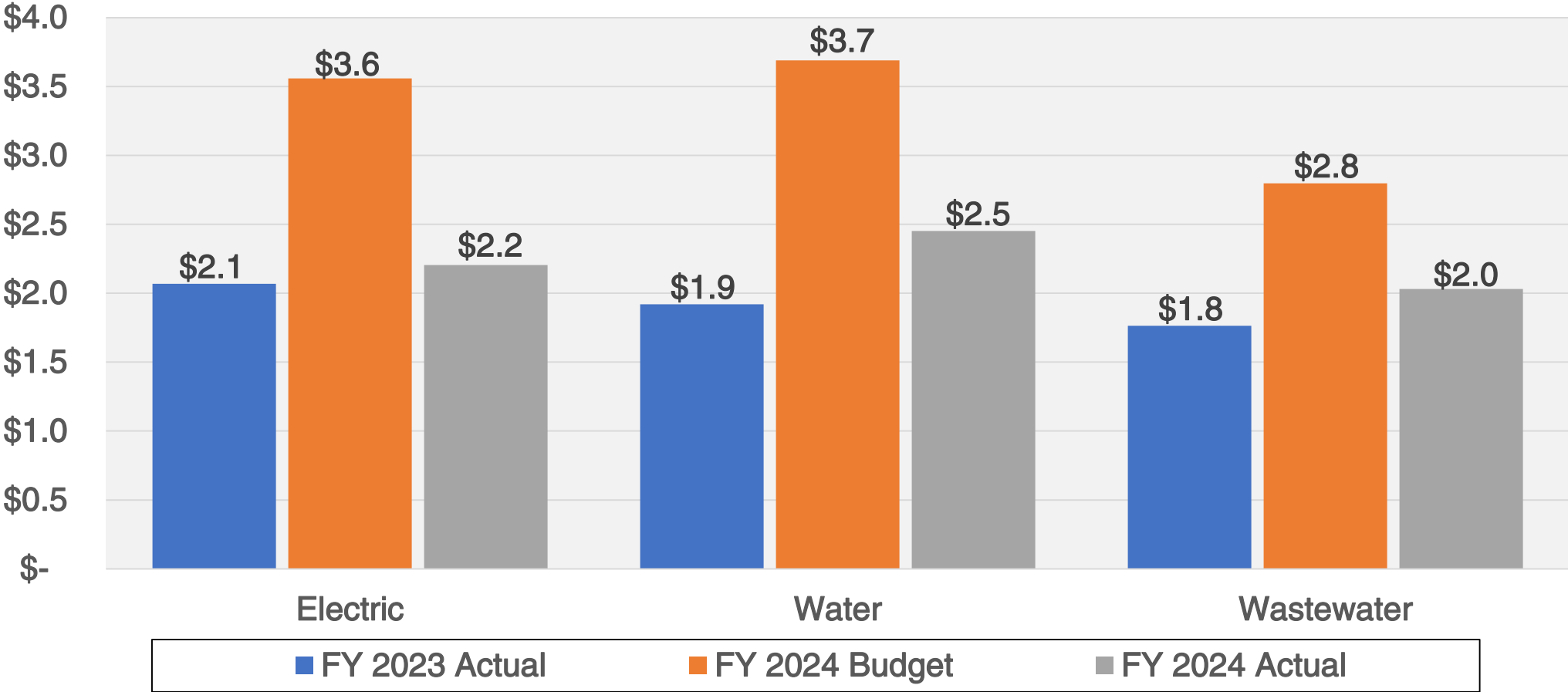
# Operating Revenue by LOB

## September 2023 YTD – Amounts in Millions



# Operating Expenses\* by LOB

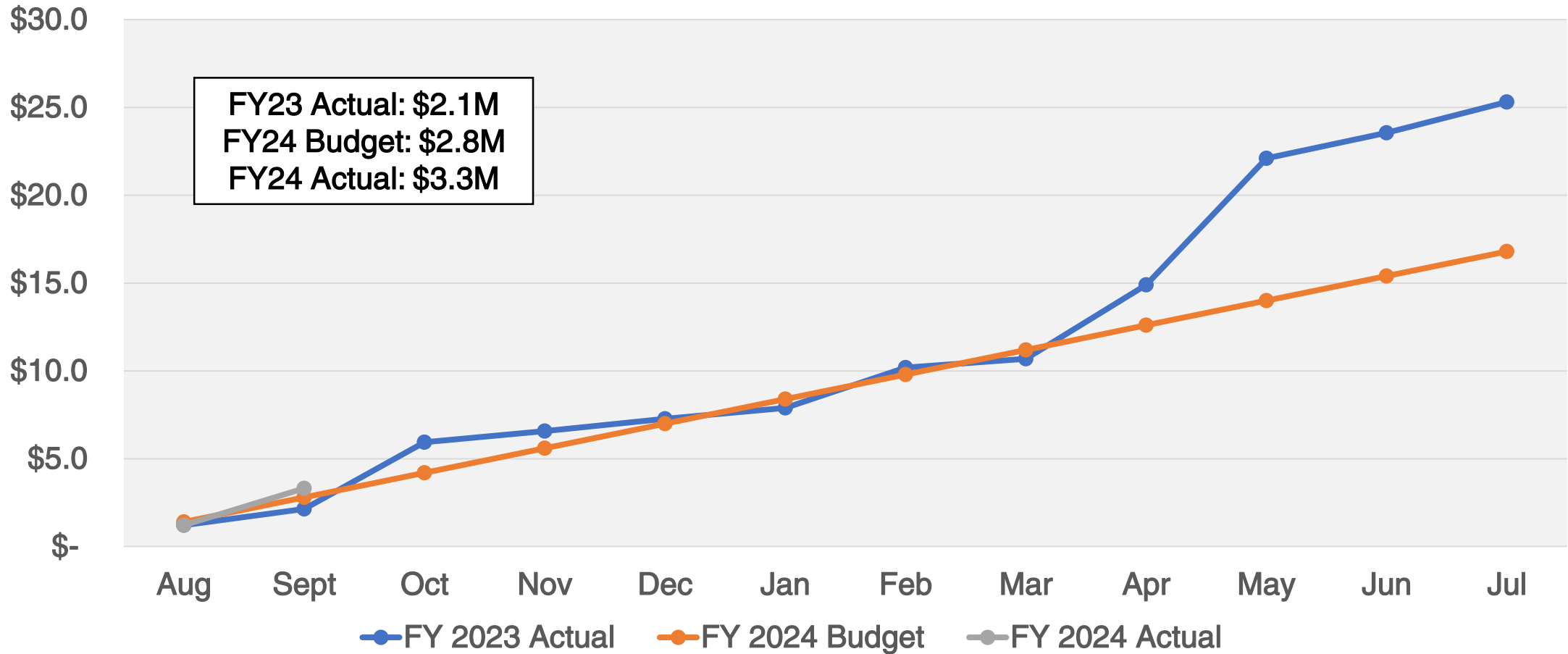
## September 2023 YTD – Amounts in Millions



\*Excludes purchased power, purchased water, and depreciation expense

# Impact Fees

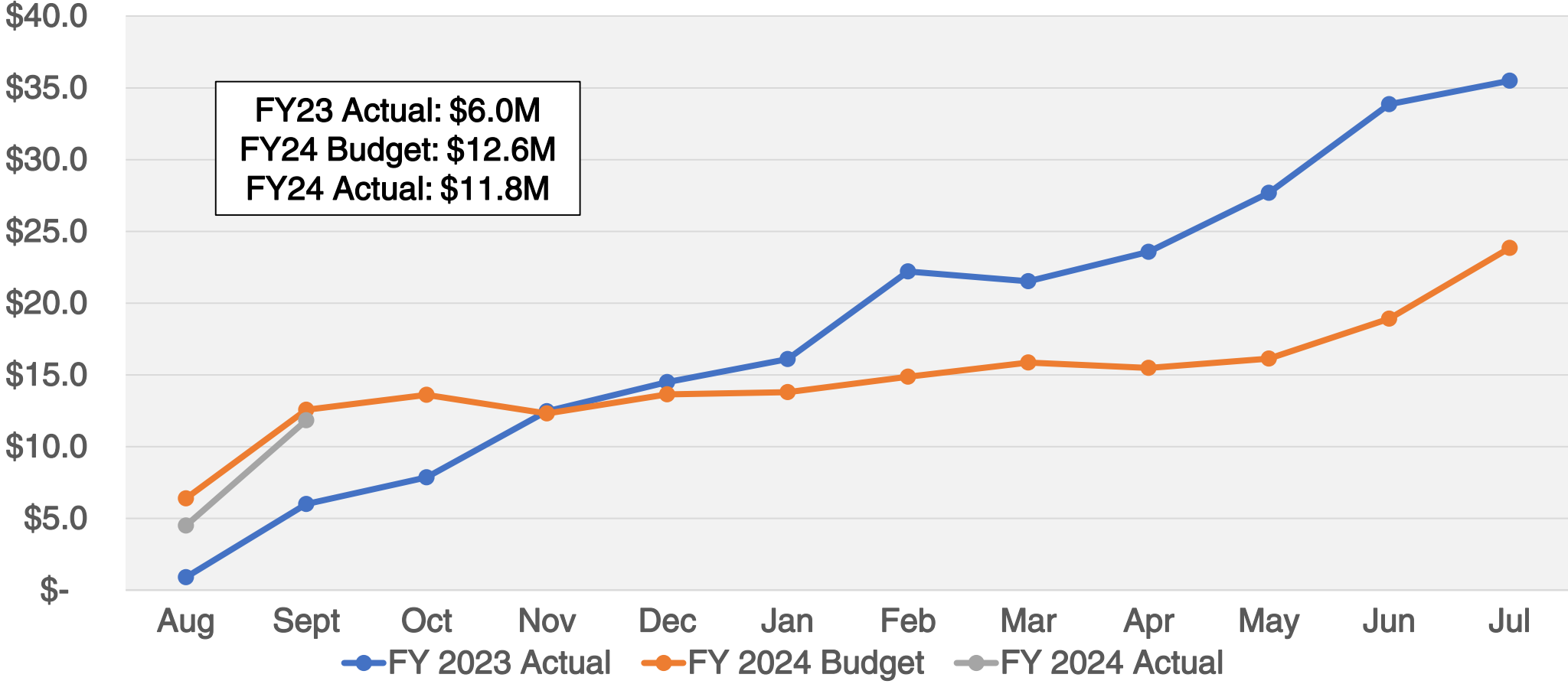
## September 2023 YTD – Amounts in Millions\*



\* Amounts shown are YTD for each month



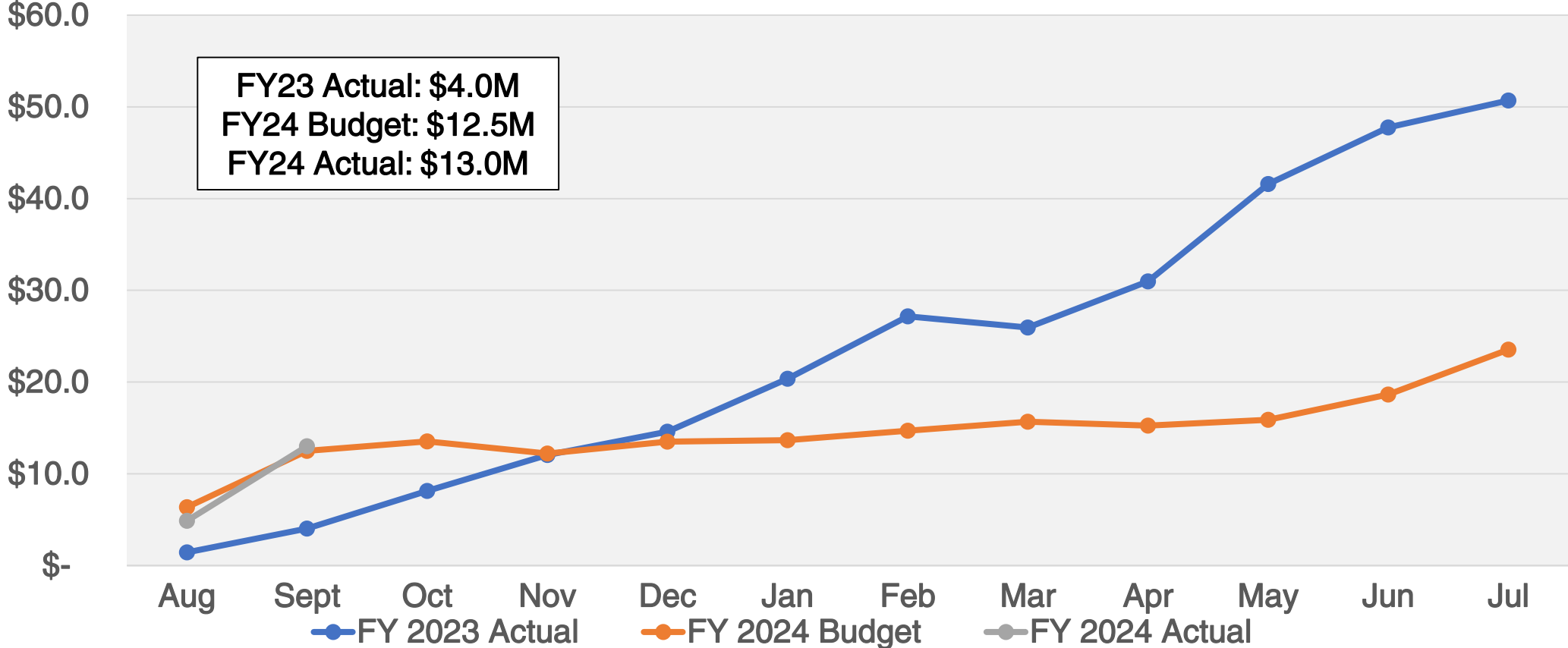
# Net Operating Income September 2023– Amounts in Millions\*



FY23 Actual: \$6.0M  
FY24 Budget: \$12.6M  
FY24 Actual: \$11.8M

\* Amounts shown are YTD for each month

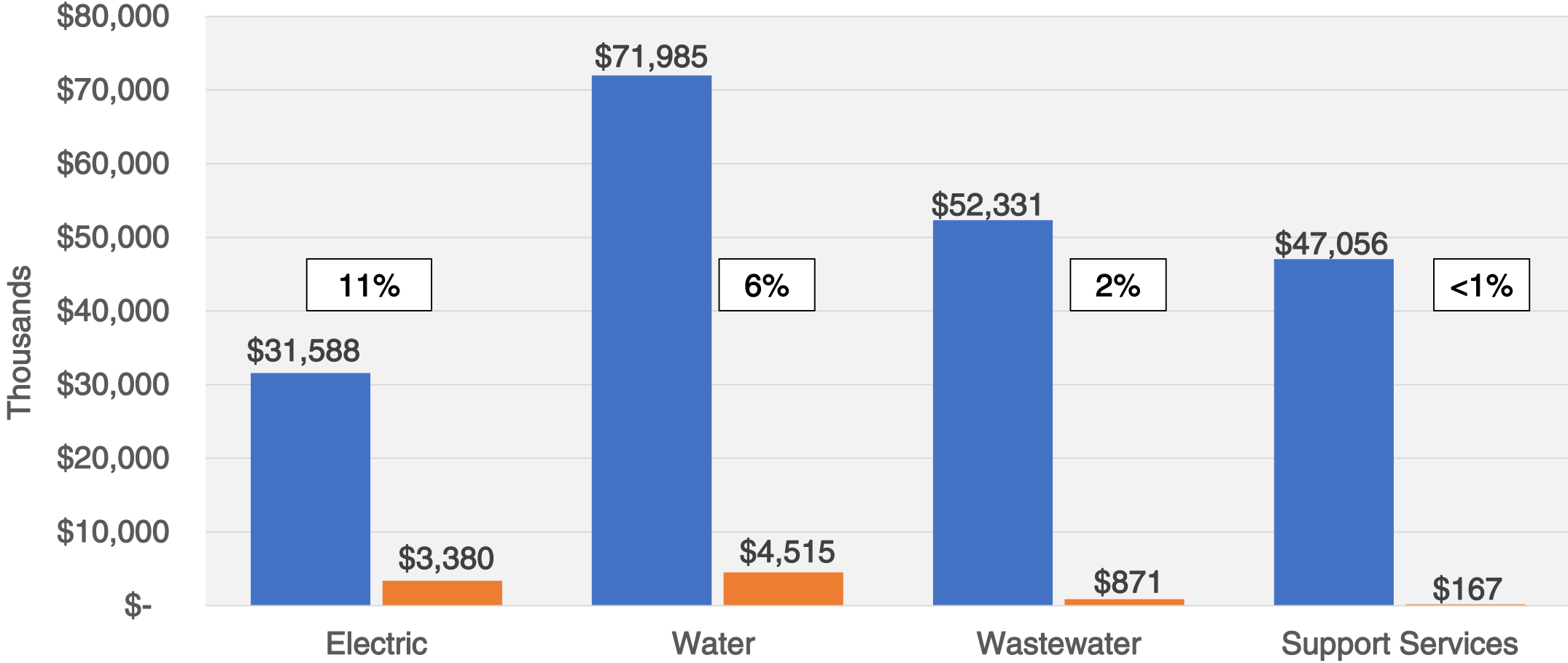
# Change in Net Position After Contributions September 2023– Amounts in Millions\*



\* Amounts shown are YTD for each month

# Capital Project Expenditures

## September 2023 YTD – Amounts in Thousands



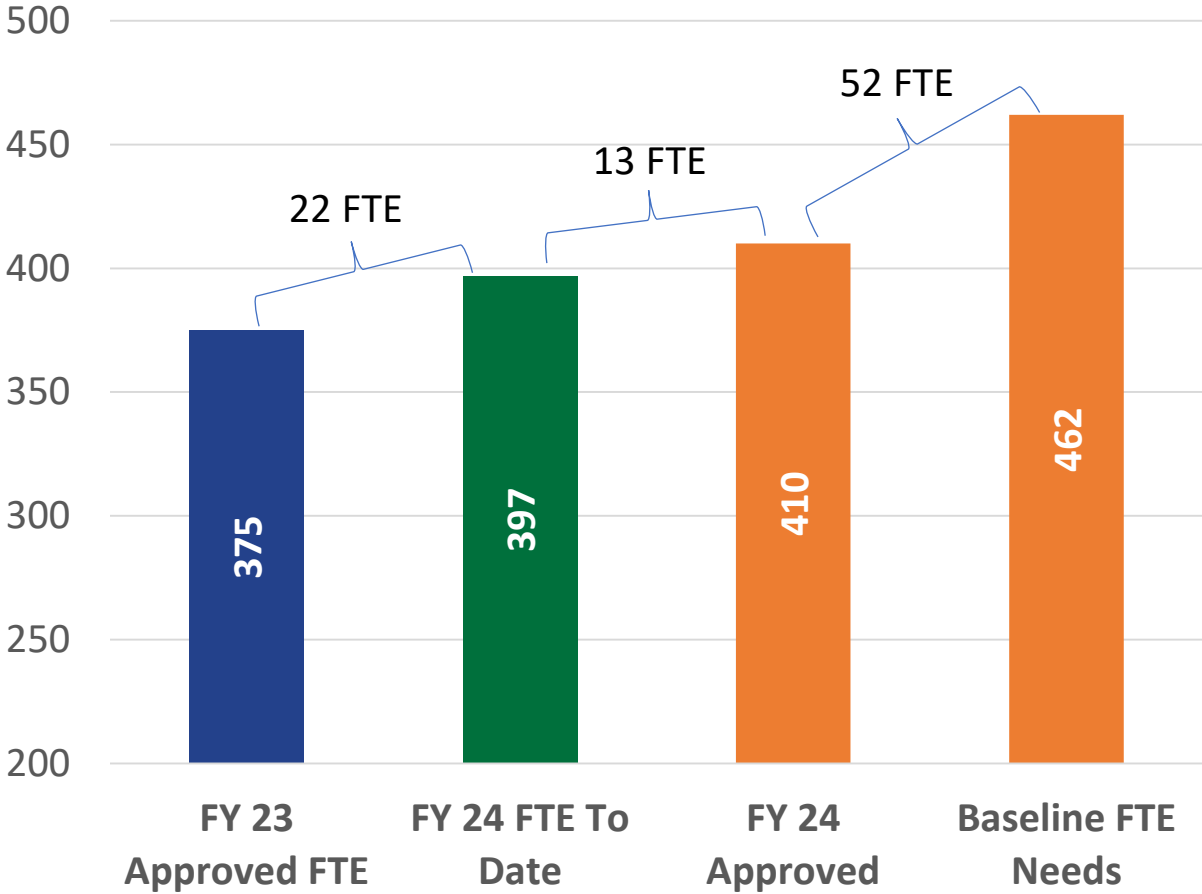


**Questions?**

# Personnel Staffing Level Update

# Workforce Update

- 35 new positions were approved for FY 24, of these 22 have been filled and 13 are waiting to be posted.
- Avg time to fill positions is 48 days.
- Engineer and IT roles have been the hardest roles to fill
- Space for staff is also a major issue.





**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Laura Ayala  
Board Relations Coordinator      **Reviewed by:** Laura Rivers  
Chief of Staff

**Submitted by:** Laura Rivers  
Chief of Staff      **Approved by:** Ryan Kelso  
Interim Chief Executive Officer

**RECOMMENDED ACTION:** Approve Minutes of the NBU Regular Board Meeting of September 28, 2023

## **BACKGROUND**

None

## **FINANCIAL IMPACT**

None

## **LINK TO STRATEGIC PLAN**

**Customers and Community**

## **EXHIBITS**

1. September 28, 2023 Regular Board Meeting Minutes

**MINUTES  
NEW BRAUNFELS UTILITIES BOARD OF DIRECTORS  
REGULAR BOARD MEETING**

**1:00 P.M.  
Thursday, September 28, 2023  
NBU Board Room  
263 MAIN PLAZA, NEW BRAUNFELS, TEXAS 78130**

Board President Judith Dykes-Hoffmann opened the meeting at 1:01 p.m. A quorum of the NBU Board was present.

**PRESENT**

Board President Judith Dykes-Hoffmann, Board Vice President Wayne Peters, Board Trustee John Harrell, Board Trustee Yvette Villanueva Barrera, and Mayor Neal Linnartz

**ABSENT**

None

**NBU PERSONNEL**

Ryan Kelso, Dawn Schriewer, Connie Lock, Melissa Krause, Greg Brown, and Laura Rivers

**NBU CONSULTANTS**

None

**PLEDGE AND INVOCATION**

Board Vice President Wayne Peters led the pledge of allegiance and offered the invocation.

**PUBLIC COMMENT**

None

**AWARDS AND RECOGNITION**

**1. Texas Water Utility Association Annual Awards for Exemplary Service Leadership, Outstanding New Professional, Doc Mallard Meritorious Service, and Best Tasting Surface Water**

Interim Several team members from our Water Treatment and Compliance department were recognized by the Texas Water Utilities Association (TWUA) on September 18<sup>th</sup>. Included were Jason Rosales (TWIA Exemplary Service Leadership Award), Rudy Silva (Outstanding New Professional Award), John Krause (Doc Mallard Meritorious Service Award), and New Braunfels Utilities was awarded the Best Tasting Surface Water.

**2. Recognition of the Substation Team Maintenance Testing Program**

Interim CEO Ryan Kelso recognized the Substation team who successfully implemented an in-house maintenance testing program, creating a more proactive process.



## **NBU EMPLOYEE RECOGNITIONS**

### **1. Presentation of Service Pins**

Interim CEO Ryan Kelso recognized Juan “Johnny” Hernandez with 20 years of dedicated service to NBU.

## **ITEMS FROM THE CHAIR**

### **1. NBU Board Meeting Calendar**

The NBU Board of Trustees reviewed and approved the calendar of board meetings for 2024.

### **2. Report from the Governance Committee**

Board Vice President Wayne Peters reported that the Governance Committee met on September 18, 2023 regarding Board self-evaluations and the form of the CEO executive agreement. The committee has evaluated different formats for a Board self-evaluation. At the September 19 committee meeting, the committee discussed and agreed on the content of a proposed self-evaluation from to present to the Board for discussion and a related schedule to complete the self-evaluation form. The committee proposed a schedule for the Board to review the proposed self-evaluation form and provide input, approve, distribute, complete, review the results and determine a plan of action based on the summarized results.

### **3. Report from the Records and Information Management (RIM) Committee**

Board Trustee Yvette Villanueva Barrera reported that the Records & Information Management Committee met on September 19, 2023. Pamela Tarbox introduced the current RIM team and provided an overview of the transition of the responsibilities of RIM from the Finance Department to the Legal Department. Due to the transition, proposed minor changes to the RIM policy will be presented at the October Board Meeting. The Committee received an overview of the Texas State Library and Archives Commission Record Retention schedules that NBU adheres to. The Committee received an explanation on the physical records destruction process, and the RIM Committee approved the FY 2023 records destruction list.

## **ITEMS FROM THE STAFF**

### **1. Interim CEO’S Update**

Ryan Kelso shared information on the following programs and events. NBU has implemented a new communication initiative for employees call Friday Flash. This email platform shares concise updates to all employees. Additionally, Koffee with Kelso employee engagement meetings have begun. Small group meetings with staff allow for employee dialogue. The NBU Health Fair was held on September 14<sup>th</sup>, with almost 75% employee participation. On September 19<sup>th</sup>, ERCOT did weatherization inspections at NBU facilities and found all was in good order with the exception of on transformer temperature gauge that needs repair. The United Way giving campaign kicked off in August and will continue through September 30<sup>th</sup>. On September 14<sup>th</sup>, NBU held an Employee Picnic featuring activities for employees and their families. Lastly, Interim CEO Road Show presentations were held for the following

organizations: Downtown Rotary Club of New Braunfels, Greater New Braunfels Chamber of Commerce Board of Directors, Council Connect with Councilman Willis, City of New Braunfels, City Council, Greater New Braunfels Homebuilders Association with more meetings to be held with the New Braunfels Downtown Association and various radio programs.

**2. Financial Update and Report**

Accounting Manager Kimberly Huffman provided an update on the financial status of NBU.

**3. Quarterly Investment Report**

Finance Manager John Warren updated the board on the quarterly Investment Report.

**4. Quarterly Capital Update**

Program Portfolio Manager Jacob Tschoepe updated the board on the Quarterly Capital Update.

**5. Quarterly Power Supply Update**

Power Supply Manager Bob Figuly provided an update on NBU's power supply program.

**6. Quarterly Update on the Headwaters at the Comal**

Headwaters at the Comal Managing Director Nancy Pappas provided an update on the Headwaters at the Comal.

**CONSENT ITEMS FOR ACTION**

**Board Trustee John Harrell made a motion and Mayor Neal Linnartz seconded the motion to approve the Consent Items for Action as follows: #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, and #14.**

1. Approve Minutes of the NBU Special Board Meeting of August 29, 2023
2. Approve Minutes of the NBU Regular Board Meeting of August 31, 2023
3. Approve Minutes of the NBU Special Board Meeting of September 12, 2023
4. Approve the Change Order Log from July 15, 2023, through August 15, 2023
5. Approve the Reports for Water and Electric Engineering Contracts from July 15, 2023, through August 15, 2023
6. Approve the Electric Line of Business Alternative Procurements from July 15, 2023, through August 15, 2023
7. Approve 2023 First Quarter Charge-Off Accounts
8. Approve the Proposed Changes to the New Braunfels Utilities Service Conditions Policy
9. Authorize Interim CEO or His Designee to Negotiate and Execute a Construction Contract with MGC Contractors, Inc. for the Construction of the Sam C. McKenzie Water Reclamation Facility Expansion – Package 2 Project
10. Authorize Interim CEO or His Designee to Negotiate and Execute a Third Amendment to the Professional Services Agreement with Quiddity Engineering, LLC for the Design of the South Kuehler Interceptor Phase 1 Project

11. Authorize Interim CEO or His Designee to Negotiate and Execute a First Amendment to the Professional Services Agreement with Freese and Nichols, Inc. for the Design of the FM 306 Pump Station and Discharge Line Project
12. Authorize Interim CEO or His Designee to Negotiate and Execute a Second Amendment to the Professional Services Agreement with Alan Plummer and Associates, Inc. for the Design of the McQueeney Road Water Main Project
13. Authorize Interim CEO of His Designee to Negotiate and Execute an Interlocal Purchasing Agreement with the City of San Marcos to Contract Directly with OPIN, LLC dba American FR and Safety for Use of Web-Based Uniform Purchase Program
14. Authorize Interim CEO or His Designee to Approve Resolution #2023-177 Granting an Easement to the Guadalupe Blanco River Authority for a Portion of the Property Located at 1670 Weltner Road (Lot 1, Block 1, Nolte Subdivision), New Braunfels, Texas 78130 and Other Matters in Connection Therewith

### **ACTION ITEMS**

1. **Discuss and Consider Adoption of Resolution #2023-178 (I) Accepting the Assignment of Earnest Money Contract to Acquire Approximately 76.618 Acres of Real Property (the “Property”) Located South of the Intersection of Krueger Canyon Road and FM 482 and Northwest of the Intersection of Engel Road and IH-35 in Comal County, Texas; (II) Authorizing the Expenditure of Not to Exceed \$12,006,000 Plus Closing Costs for the Property; (III) Approving Execution of Any and All Documents Necessary to Purchase the Property; and (IV) Approving Other Matters in Connection Therewith**

Board Trustee John Harrell made a motion and Mayor Neal Linnartz seconded the motion to approve Resolution #2023-178 accepting the assignment of earnest money contract to acquire approximately 76.618 acres of real property located south of the intersection of Krueger Canyon Road and FM 482 and northwest of the intersection of Engel Road and IH-35 in Comal County, Texas and authorized the expenditure of not to exceed \$12,006,000 plus closing costs for the property and approving execution of any and all documents necessary to purchase the property and approving other matters in connection therewith

### **EXECUTIVE SESSION**

Board President Judith Dykes-Hoffmann recessed the Open Session at 2:40 pm and announced that the Board would go into an Executive Session meeting. The Executive Session included Power Supply Resources – Competitive Matters; Consultation with Attorney Regarding Matters Protected by Attorney Client Privilege; and Personnel Matters. The Executive Session was opened at 2:45 pm and closed at 4:31 pm.

**RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE**

## ACTION ITEMS

1. **Discuss and Consider Authorizing the Interim CEO or His Designee to Negotiate and Execute a Letter Agreement Extending Developer Payment Deadlines for Certain Improvements Outlined in the Utility Construction Cost Sharing Agreement Dated February 8, 2022, and the related First Amendment all among New Braunfels Utilities, Southstar at Mayfair, LLC, MNB Real Estate Investments, LLC, Southstar at Mayfair Developer, LLC, and Beaverhead NB, LLC**

Board Trustee John Harrell made a motion and Mayor Neal Linnartz seconded the motion to approve authorization to negotiate and execute a letter of agreement extending developer payment deadlines for certain improvement outlined in the Utility Construction Cost Sharing Agreement dated February 8, 2022, and the related First Amendment all among New Braunfels Utilities, Southstar and Mayfair, LLC, MNB Real Estate Investments, LLC, Southstar at Mayfair Developer, LLC, and Beaverhead NB, LLC

## ADJOURN

There was no further business and Board President Judith Dykes-Hoffmann adjourned the meeting at 4:33 pm.

**Attest:**

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*Judith Dykes-Hoffmann, President*  
*Approved*

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*Ryan Kelso, Secretary of the Board*  
*Interim Chief Executive Officer*

*Date Approved:*



**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
 Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
 Chief Administrative Officer      Interim Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Change Order Log from August 15, 2023, through September 15, 2023

## **BACKGROUND**

The Board of Trustees approved the NBU Purchasing Policy on October 31, 2019. The Purchasing Policy defines the process for obtaining approval of change orders. In addition to the individual approval by the Board of Trustees for change orders greater than \$50,000, the policy further states, “Each department manager will keep a log of all change orders and forward that log on a monthly basis to the Purchasing Manager before each Board of Trustees’ meeting. The Purchasing Manager will prepare a consent agenda item to request approval of those change orders at the next Board of Trustees’ meeting.”

Listed below are the change orders submitted to the Purchasing Manager for the period of August 15, 2023, through September 15, 2023.

## **FINANCIAL IMPACT**

Change orders less than \$50,000:

- Castell Ave Rehabilitation (CNB), Error on change order #11, credit unused bid item CSS Backfill 14" 80LF., D. Guerra Construction LLC, Change order No. 12, Cost increase of \$2,128.15.
- Well 4 to Grandview Pump Station and Discharge Line Upgrades, Well 4 hoist mods, additional clearing for gate, fence, raise manhole at Well 4, chem equipment wiring additions, Pesado Construction Company, Change order No. 7, Cost increase of \$17,397.62.

Change orders more than \$50,000:

- None reported during this period.

**LINK TO STRATEGIC PLAN**

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**Customers and Community**

**People and Culture**

**Stewardship**

**EXHIBITS**

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None



**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
Chief Administrative Officer      Interim Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Reports for Water and Electric Engineering Contracts from August 15, 2023, through September 15, 2023

**BACKGROUND**

The Board of Trustees approved the NBU Purchasing Policy on October 31, 2019. The Purchasing Policy defines the process for obtaining approval of Professional Engineering Contracts. In addition to the individual approval by the Board of Trustees for Professional Engineering Contracts greater than \$500,000, the policy further states, “The limit for expenditures to be paid to a licensed professional engineer or a firm of licensed professional engineers as defined in Chapter 2254 of the Texas Government Code, as amended, performing engineering services without the prior approval of the Board of Trustees shall be \$500,000 per vendor per contract. Each department manager, who hires a licensed professional engineer or firm of licensed professional engineers, shall prepare a report specifying the following:

1. name of licensed professional engineer or firm of licensed professional engineers engaged to complete a project;
2. project name;
3. contract amount and amendments to original contract amount;
4. total cumulative number of contracts and contract amounts approved in a fiscal year to that licensed professional engineer/firm of licensed engineers; and
5. date presented to the Board of Trustees.

This report shall be prepared on a monthly basis and be delivered to the Purchasing Manager before each Board of Trustees’ meeting. The Purchasing Manager will prepare a consent agenda item to request approval of the report at the next Board of Trustees’ meeting.”

Exhibits attached to this agenda item are the Professional Engineering report(s) submitted to the Purchasing Manager for the period of August 15, 2023, through September 15, 2023.

## **FINANCIAL IMPACT**

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The financial impact for Professional Engineering Water and Electric Contracts for the period of August 15<sup>th</sup> through September 15<sup>th</sup> is \$2,710,320.00.

## **LINK TO STRATEGIC PLAN**

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**Customers and Community**

**People and Culture**

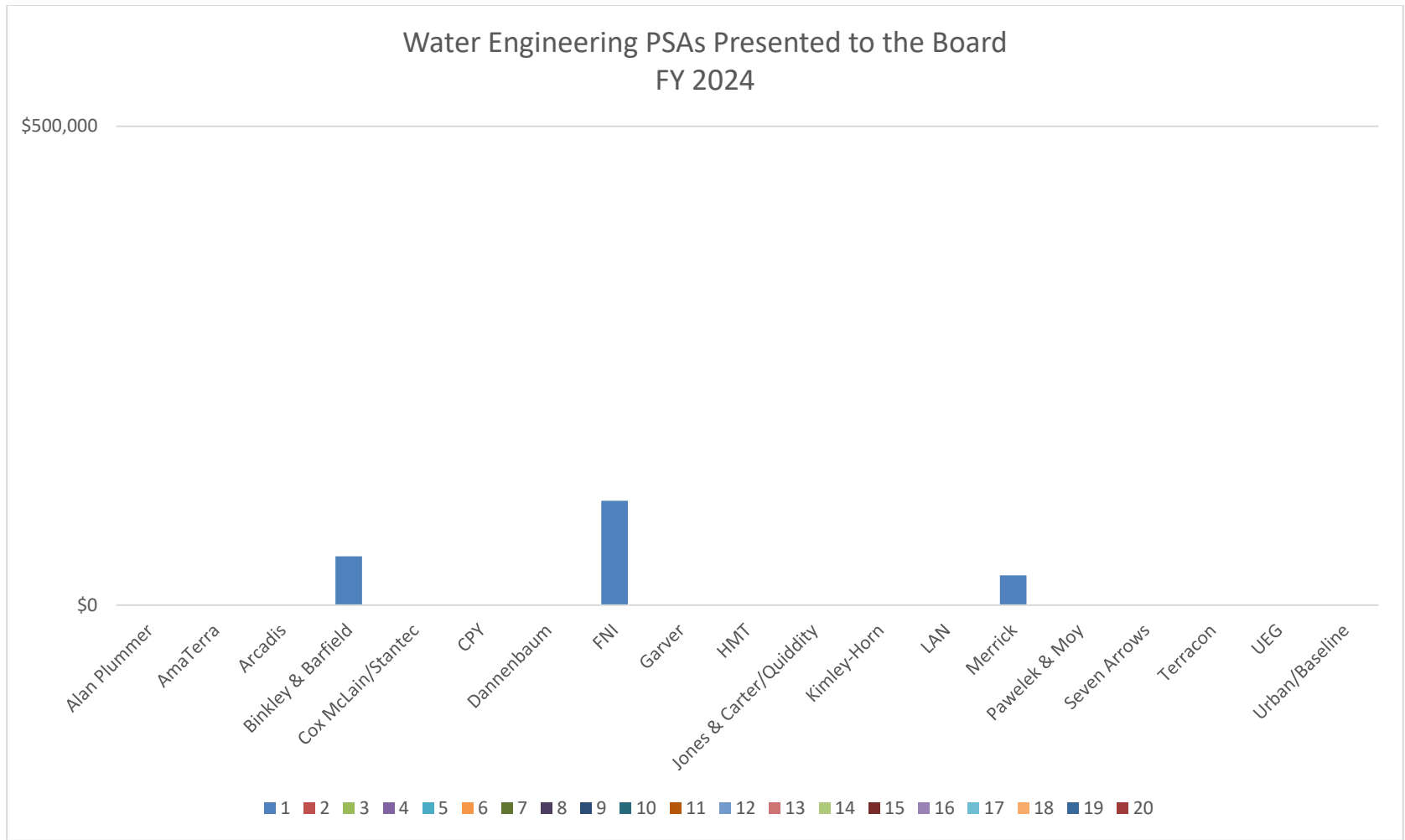
**Stewardship**

## **EXHIBITS**

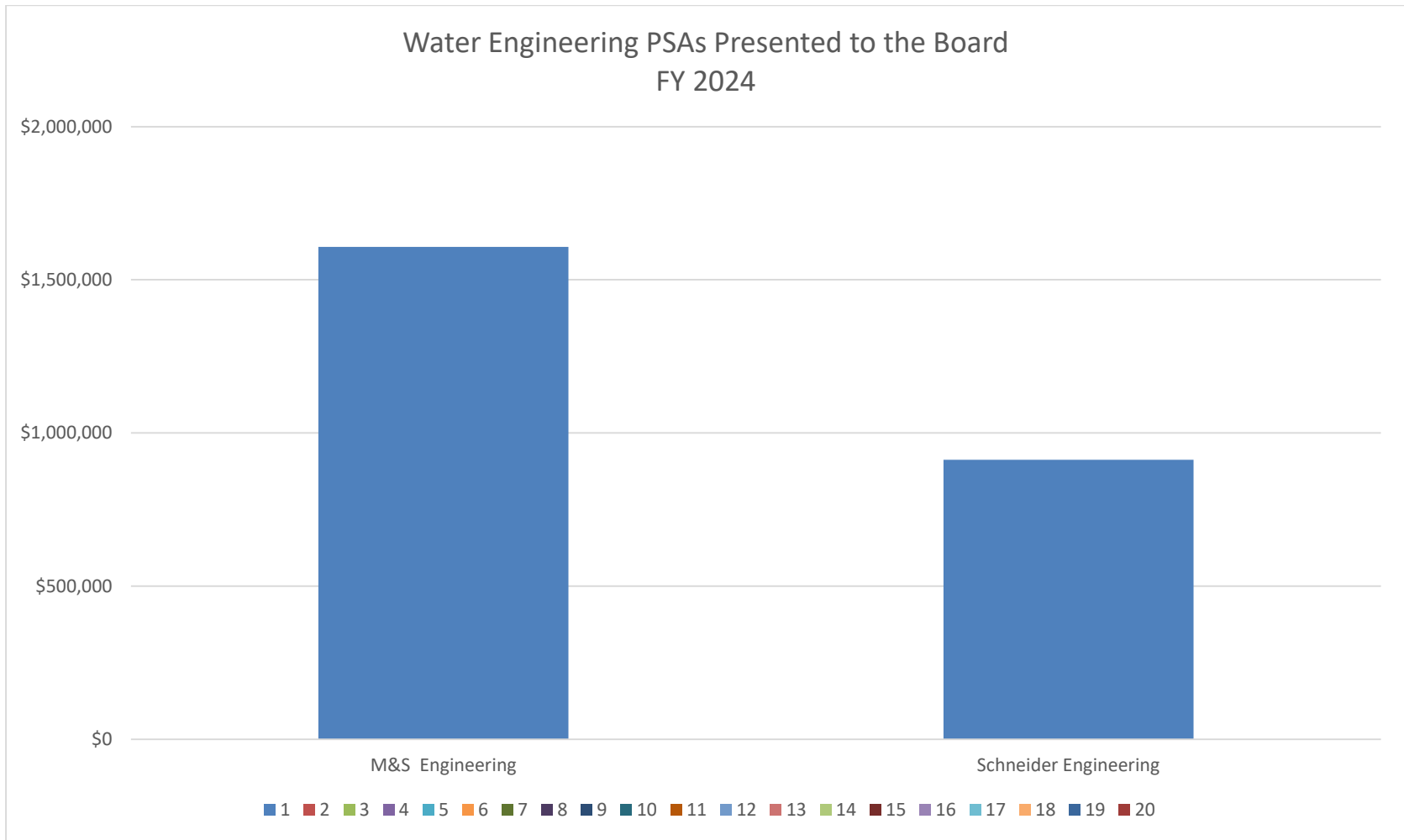
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1. Exhibit A – Report for Water Engineering Contracts
2. Exhibit B – Report for Electric Engineering Contracts





Project	Vendor	Contract Amount	Board Date	Type of contract	Comment	Executed Date
Castell Ave Rehabilitation (CNB)	Binkley and Barfield Inc.	\$ 50,892.00	8/31/2023	Engineering	Amendment	9/1/2023
Solms Lift Station Expansion	Merrick & Company	\$ 30,988.00	8/31/2023	Engineering	Amendment	9/1/2023
Well 4 to Grandview Pump Station and Discharge Line Upgrades	Freese and Nichols, Inc.	\$ 108,850.00	8/31/2023	Engineering	Amendment	9/7/2023



Project	Vendor	Contract Amount	Board Date	Type of contract	Comment	Executed Date
Substation and transmission Design FY 2024	Schneider Engineering	\$ 912,000.00	8/31/2023	Engineering		9/1/2023
Electric Distribution Projects	M&S Engineering	\$ 1,607,590.00	8/31/2023	Engineering		9/1/2023



**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action  
**From:** Jesse Luna      **Reviewed by:** David Hubbard  
    Purchasing Manager      Chief Administrative Officer  
**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
    Chief Administrative Officer      Interim Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Electric Line of Business Alternative Procurements from August 15, 2023, through September 15, 2023

## BACKGROUND

Section 252.022(c) of the Texas Local Government Code provides that a municipally owned electric utility may define, by resolution, an alternative procurement procedure for the purchase of goods and services related to the electric utility. On June 28, 2018, the Board of Trustees approved the NBU Purchasing Policy, by resolution, which defined a procedure for procurement of goods and services for NBU's electric line of business. The Purchasing Policy was later revised and approved on October 31, 2019. Among other conditions, the Purchasing Policy requires NBU staff to notify the Board of Trustees of any procurement over \$250,000 that uses the electric line of business procurement procedure.

Listed below are the procurements, in excess of \$250,000, submitted to the Purchasing Manager for the period of August 15, 2023, through September 15, 2023, using the electric line of business alternative procurement process.

## FINANCIAL IMPACT

Electric Line of Business purchases more than \$250,000:

- Inventory Materials, KBS, Anixter, Cost of \$259,753.00, see Exhibit A, Quote E1723XLS, for reference.
- Inventory Materials, Anixter, Priester Mell, Solomon-Sunbelt, Cost of \$548,826.00, see Exhibit B, Quote E1722XLS, for reference.

## LINK TO STRATEGIC PLAN

Customers and Community

People and Culture

Stewardship

**EXHIBITS**

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1. Exhibit A - Electric Inventory Quote E1723XLS
2. Exhibit B - Electric Inventory Quote E1722XLS

Item 4.

Item	class no.	Description	Qty	UOM	ANIXTER	KBS
					099398	036825
1	280-058-00002	WIRE 336.4 ACSR, LINNET <b>(3800 LBS PER WOOD REEL)</b>	19000	LBS		\$2.53
			TOTAL			\$48,070.00
			DELIVERY			STOCK
2	285-084-00028	TRANSFORMER CONV. 25KVA 1PH NO TAPS 120/240	40	EA	\$2,346.00	
		<b>(PER NBU SPECS)</b>	TOTAL		\$93,840.00	
			DELIVERY		12-20 WKS	
3	285-084-00030	TRANSFORMER CONV. 37.5 KVA 1PH NO TAPS 120/240	15	EA	\$3,030.00	
		<b>(PER NBU SPECS)</b>	TOTAL		\$45,450.00	
			DELIVERY		12-20 WKS	
4	285-084-00032	TRANSFORMER CONV. 50 KVA 1PH NO TAPS 120/240	15	EA	\$3,604.00	
		<b>(PER NBU SPECS)</b>	TOTAL		\$54,060.00	
			DELIVERY		12-20 WKS	
5	285-084-00055	TRANSFORMER CONV. 15KVA 1PH NO TAPS 240/480	7	EA	\$2,619.00	
		<b>(PER NBU SPECS)</b>	TOTAL		\$18,333.00	
			DELIVERY		12-20 WKS	

Item 4.

Item	class no.	Description	Qty	UOM	PRIESTER	ANIXTER	SOLOMON
					MELL		
					066000	099398	098766
1	285-084-00008	TRANSFORMER PD MT 300KVA, 3 PH W/TAPS 120/208	4	EA	\$31,749.00		
		<b>(PER NBU SPECS)</b>	TOTAL		\$126,996.00		
			DELIVERY		16-18 WKS		
2	285-084-00009	TRANSFORMER PD MT 300KVA, 3PH W/TAPS 277/480	2	EA			\$19,550.00
		<b>(PER NBU SPECS)</b>	TOTAL				\$39,100.00
			DELIVERY				8-10 WKS
3	285-084-00011	TRANSFORMER PD MT 500KVA, 3PH W/TAPS 120/208	2	EA	\$42,710.00		
		<b>(PER NBU SPECS)</b>	TOTAL		\$85,420.00		
			DELIVERY		16-18 WKS		
4	285-084-00018	TRANSFORMER PD MT 50KVA, 1PH NO TAPS 120/240	5	EA		\$5,130.00	
		<b>(PER NBU SPECS)</b>	TOTAL			\$25,650.00	
			DELIVERY			22-26 WKS	
5	285-084-00019	TRANSFORMER PD MT 75KVA, 1PH NO TAPS 120/240	27	EA		\$6,090.00	
		<b>(PER NBU SPECS)</b>	TOTAL			\$164,430.00	
			DELIVERY			22-26 WKS	
6	285-084-00021	TRANSFORMER PD MT 100KVA, 1PH NO TAPS 120/240	10	EA	\$10,723.00		
		<b>(PER NBU SPECS)</b>	TOTAL		\$107,230.00		
			DELIVERY		18-20 WKS		





## **FINANCIAL IMPACT**

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The total financial impact for the Agreement with FNI for the Project is \$1,380,592 including supplemental services. The Project is budgeted within the fiscal year 2024 through fiscal year 2028 NBU Board approved Capital Improvements Projects Budget.

## **LINK TO STRATEGIC PLAN**

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### **Infrastructure and Technology**

## **EXHIBITS**

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1. Professional Services Agreement with FNI

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **FREESE AND NICHOLS, INC.**, a Texas corporation (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term of Agreement. This Agreement shall become effective the date on which the last party to this Agreement executes this Agreement and this Agreement shall not be binding until executed by all parties (the “Effective Date”). Once this Agreement is executed by both parties, this Agreement shall remain in effect until the completion date specified in Exhibit A, unless terminated as provided for in this Agreement. Subject to Section 271.904 of the Texas Local Government Code, as amended, Exhibit A shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks related to the Services (hereinafter defined).

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The time limits for the Services stated in Exhibit A are of the essence of the Agreement. By executing this Agreement, the Professional confirms that the timeframe in Exhibit A is a reasonable period for performing the Services. The scope of work described in the Services constitutes the “Project.”

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In

the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional's invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Project shall be described in the Services defined in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

#### Section 4. Changes to the Project Work; Additional Work.

(A) Changes to Work. The Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes deduct from the extent of the scope of work for the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Professional's Seal; Standard of Care. To the extent the Professional has a professional seal, the Professional shall place such seal on all final documents and data furnished by the Professional to NBU. Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding. As required by Section 271.904 of the Texas Local Government Code, as amended, all services provided under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing under the same or similar circumstances and professional license. The Professional shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable. The plans, specifications, and data provided by the Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by NBU and the Professional. NBU acknowledges that the Professional does not have control over the methods or means of work or the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

Section 9. Indemnification.

**(A) GENERAL. TO THE EXTENT PERMITTED BY LAW, INCLUDING SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, AND REPRESENTATIVE THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY ANY INDEMNIFIED PARTY WHICH ARE:**

- i. **DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY THE PROFESSIONAL, ITS AGENT, EMPLOYEE, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- ii. **CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF PROFESSIONAL'S STANDARD OF CARE, BY THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iii. **CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iv. **DUE TO THE FAILURE OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR**
- v. **OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

**(B) REIMBURSEMENT OF NBU'S FEES IN DEFENSE OF CLAIMS. TO THE EXTENT NBU INCURS ATTORNEY'S FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST NBU THAT ARISES OR RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE PROFESSIONAL DESCRIBED IN THIS SECTION, THE PROFESSIONAL SHALL REIMBURSE NBU ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE PROFESSIONAL'S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.**

The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees as an Additional Insured (CG 2010 1001 and CG 2037 1001 or an equivalent on the general liability policy) as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery

(subrogation) against NBU, its agents, representatives, officials, officers and employees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the requested information, including, but not limited to, certificates of insurance, endorsements, schedule of forms and endorsements, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and evidence of insurance to NBU five (5) days prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. The definition of insured contract cannot have any modifications as outlined in the ISO policy form CG 0001 0413. Third party action over coverage must not be



specifically excluded. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$1,000,000 combined single limit on the Professional’s owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- iii. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services

performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional's control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional's suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement.

The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

Section 12. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.

(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and

superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.

- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
Attn: Director of Water Services  
263 Main Plaza  
New Braunfels, TX 78130

With copy to:

Purchasing Manager  
New Braunfels Utilities  
355 FM 306  
New Braunfels, TX 78130

If to the Professional:

Freese and Nichols, Inc.  
4055 International Plaza, Suite 200  
Fort Worth, Texas 76109

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as

required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **TO THE EXTENT PERMITTED BY SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ANY TIER OF SUBCONTRACTOR, OR ANY ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**



(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Professional and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or

- ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its

obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU's obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU's audit rights in Section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

**Section 23. Electronic Signatures.** Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim CEO

**PROFESSIONAL:**  
**FREESE AND NICHOLS, INC.,**  
a Texas corporation

By: Charles Kucherka  
Name: Charles Kucherka, P.E.  
Title: Vice President

## Exhibit A

## Services

The Professional shall provide all labor, material, and equipment necessary to provide project management, final design, field services, permitting and stakeholders, bid, and construction phase services (collectively the “Services”) for the Water Tank Rehabilitation - Phase 1 Project. The Water Tank Rehabilitation - Phase 1 Project will include the rehabilitation and maintenance of the tanks indicated below, located at multiple NBU facilities in New Braunfels, Texas (the “Project”).

The Professional shall perform the Services described in Tasks 1 through 6 for the improvements at the following facilities and the facility improvements described shall be performed by a selected contractor not the Professional:

**Facilities with Complete Tank Rehabilitation:** Full site plans will be provided for these tank sites.

- a) Loop 337 Ground Storage Tank (GST) - full rehabilitation of interior and exterior coating systems, including structural repairs and replacement of appurtenances as indicated in Attachment A.
- b) County Line Road Standpipe - full rehabilitation of interior and exterior coating systems, including structural repairs and replacement of appurtenances as indicated in Attachment B.

**Facilities with Improvements:** The scope of these projects will be illustrated using photos and details. Full site plans will not be provided for these tank sites.

- a) Gruene Road Elevated Storage Tank (EST) – replacement of the corroded vent and gaskets on hatches per Texas Commission on Environmental Quality (“TCEQ”) requirements.
- b) Comaltown EST – replacement/modification of the corroded vent and gaskets on hatches per TCEQ requirements. Minor coating repairs may be included to extend the life of the existing coatings.
- c) Seguin Road EST - seal all open penetrations into the tank and replace gaskets on hatches per TCEQ requirements. Minor coating repairs may be included to extend the life of the existing coatings.
- d) Kohlenberg Road Standpipe - replacement/modification of the corroded vent and gaskets on hatches per TCEQ requirements. Minor coating repairs may be included to extend the life of the existing coatings.
- e) Replace gaskets on tank hatches per TCEQ criteria at the following tanks:
  - i) Water Plant GST;
  - ii) Surface Water Treatment Plant GST;
  - iii) Hoffman Lane Standpipe;

- iv) Kerlick EST;
  - v) Mission Hills Ranch EST;
  - vi) Morningside EST;
  - vii) Voss Farms EST; and
  - viii) River Chase EST.
- f) It is assumed that the power and controls at the following sites are in good working order and have the capacity for the following modifications. The Supervisory Control and Data Acquisition (“SCADA”) system and control scheme will not be evaluated or revised other than connecting new instrumentation to existing hardware. Replace instrumentation and provide power for heat tracing as required at the following locations:
- i) Loop 337 GST; and
  - ii) County Line Road Standpipe.

## **SERVICES**

The Professional shall provide the following Services in accordance with the tasks described herein.

### **Task 1. Project Management**

1. The Professional shall provide the following project management services described herein.
  - 1.1. SCHEDULE. The Professional shall develop a baseline design schedule for the Project and prepare updated design schedules for the Project on a monthly basis on or before the 25th day of each month for NBU to monitor progress and identify design submittal dates. The Professional shall provide the schedules to the NBU Project Manager via email.
  - 1.2. QUALITY CONTROL. The Professional shall develop a quality assurance/quality control (“QA/QC”) program for the Project, which shall be explained in detail via a written document and provided to NBU’s Project Manager via email within thirty (30) days of notice to proceed (“NTP”).
  - 1.3. PROGRESS REPORTS. The Professional shall provide NBU with electronic monthly project progress reports and submit written invoices on or before the 25th day of each month for the previous month’s effort. The Professional shall provide progress reports to the NBU Project Manager via email.
  - 1.4. MEETING AGENDA/MINUTES. The Professional shall provide a meeting agenda one (1) day prior to meetings and provide a copy of the documented meeting minutes and action item logs to NBU’s Project Manager within one (1) week after meetings.
  - 1.5. PROJECT CONTROLS. The Professional shall manage Project integration, scope, schedule, cost, quality, staff resources, sub-consultants, communications, risk analysis and management, and procurements as NBU directs, including, but not limited to, the

following:

- 1.5.1. assigning a senior advisor to oversee the QA/QC program;
- 1.5.2. developing cost estimates using recent bid tabs from similar projects or vendor prices;
- 1.5.3. using Microsoft Project or similar to manage the schedule; and
- 1.5.4. coordinating communication with sub-consultants through emails and meetings.

## **Task 2. Final Design Phase**

- 2. The Professional shall perform the final design phase services described below.
  - 2.1. MEETINGS. The Professional shall provide a meeting agenda one (1) day prior to meetings and provide a copy of the documented meeting minutes and action item logs to NBU's Project Manager within one (1) week after meetings via email for the following meetings:
    - 2.1.1. 90% design review meeting (2 meetings; 1 per bid package);
    - 2.1.2. meeting with franchise utilities (2 meetings; 1 per bid package);
    - 2.1.3. permitting meeting with City of New Braunfels (2 meetings; 1 per bid package); and
    - 2.1.4. and meeting with additional stakeholders (2 meetings; 1 per bid package).
  - 2.2. 90% DESIGN DOCUMENTS. The Professional shall prepare 90% plans, specifications and Opinion of Probable Construction Cost ("OPCC"). Design documents shall include:
    - 2.2.1. plan view and/or site layout the proposed facilities;
    - 2.2.2. an electrical one-line diagram;
    - 2.2.3. complete specifications including any NBU's standard specifications; and
    - 2.2.4. Class 2 OPCC based on 90% design documents.
  - 2.3. 100% (FINAL) DESIGN DOCUMENTS. Upon approval of 90% design documents, the Professional shall prepare 100% plans, specifications and OPCC. 100% design documents shall include:
    - 2.3.1. a final signed and sealed set of construction drawings and specifications based on decisions made in the 90% design phase;
    - 2.3.2. Project file types to include: DWG, MXD, and KMZ;
    - 2.3.3. preparation of the bid form; and
    - 2.3.4. a Class 1 OPCC based on 100% design documents.

2.4. DELIVERABLES. The Professional shall provide the following deliverables to NBU:

- 2.4.1. 90% design – the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF of design drawings and specifications, and one (1) PDF electronic file of a Class 2 OPCC; and
- 2.4.2. 100% design - the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF of design drawings and specifications, bid form in Microsoft Word format, and one (1) PDF electronic file of a Class 1 OPCC.

### Task 3. Field Services

3. The Professional shall perform the field services described below.

#### 3.1. COATING SAMPLES

- 3.1.1. Retain a testing laboratory to perform laboratory analysis for lead, beryllium, cadmium, and chromium on both existing tanks and piping coating systems at the site by EPA Method 6010.
- 3.1.2. Obtain a maximum of five (5) coating samples:
  - 3.1.2.1. One (1) sample: Interior coating of tank;
  - 3.1.2.2. Two (2) samples (if required): Exterior coating of tank; and
  - 3.1.2.3. Two (2) samples: Existing structures and piping. Locations to be determined during site evaluation.
- 3.1.3. Soil samples will not be taken.
- 3.1.4. Analysis for Synthetic Precipitation Leaching Procedure (“SPLP”) and/or Toxicity Characteristic Leaching Procedure (“TCLP”) are not included within this scope.

3.2. TOPOGRAPHIC SURVEY. The Professional shall obtain a topographic, utility, and boundary survey as described below. Boundary survey will be acquired for the County Line Standpipe site. For the Loop 337 GST site, the boundary will only be surveyed at the Loop 337 right-of-way to aid in installation of the proposed valve. All other work at the Loop 337 GST is anticipated to be within the NBU property and full boundary survey is not included. No other sites will be surveyed.

- 3.2.1. The Professional shall tie in all existing surface topographic features and structures for the facilities shown in Figures 1 and 2. This shall include but is not limited to: tops of curbs, edges of pavement, pavement materials, driveways, sidewalks, retaining walls, drainage structures (top, edges, and flow line), channels and drainage ways (tops, toes, and flow line), manholes (rim, flow lines and diameters of pipes, type of material, and photographs of the inside of manholes and drainage structures), including the same survey data for upstream and downstream manholes and structures that are outside of the survey limits for all gravity wastewater and drainage lines within the survey limits, visible valves, meters, clean-outs, slabs,



utility signs, utility poles and structures, fences, landscaping features, shrubbery, trees (including the approximate drip-line), tree canopies, buildings (edges within the survey limits), mailboxes, etc.

- 3.2.2. The Professional shall conduct a utility survey and locate existing utilities within the Project boundary in Figure 1. The Professional shall contact all utility service providers by calling Texas 811 and NBU to coordinate flagging of existing franchise utilities. The Professional shall request drawings of existing agency and municipal owned utilities and shall include locations of these utilities in the survey. The Professional shall tie in the locations of the existing utilities on the survey. The Professional shall bear all costs for the services associated with utility locates.
- 3.2.3. The Professional shall set and install control points and/or benchmarks as required for the survey work. The Professional shall provide horizontal and vertical coordinates of the benchmarks in the required coordinate system and datum and show the benchmarks on the survey drawing.
- 3.2.4. The Professional shall research and review adjoining plats and deeds for the County Line Standpipe site. The Professional shall locate property corners and identify existing right-of-way along the survey corridor, based on found monuments and record documents.

#### **Task 4. Permitting & Stakeholders**

4. The Professional shall coordinate with the following stakeholders/agencies as described below.
  - 4.1. CITY OF NEW BRAUNFELS. The Professional shall prepare and submit a permit application to the City of New Braunfels as required.
  - 4.2. Texas Commission on Environmental Quality (“TCEQ”) – Permitting for construction.
  - 4.3. One (1) Homeowners Association meeting with residents prior to construction for County Line Standpipe rehabilitation, if required.
  - 4.4. Coordination with cellular company for antennas on the County Line Standpipe.
  - 4.5. TCEQ and EDWARDS AQUIFER PROTECTION PLAN – The Loop 337 GST is located within the Edwards Aquifer Recharge Zone and may require a Water Pollution and Abatement Plan (“WPAP”) and Geological Assessment (“GA”); however, the Professional shall coordinate with TCEQ to determine if the small amount of impervious cover could be exempt. The effort to produce a WPAP and GA will be a Supplemental Service if the exemption is not granted. Preparation of a WPAP will require an extension of contract time.

#### **Task 5. Bid Phase Services**

5. Upon completion of the final design, the Professional shall proceed with the bid phase services described below. All portions of the Project shall be bid as two bid packages.

- 5.1. **PREBID CONFERENCE.** The Professional shall attend a pre-bid conference to be administered by NBU. The Professional shall assist NBU with preparation of agenda, provide NBU with meeting notes, and coordinate conference responses with NBU. Written responses to issues identified at the pre-bid conference shall be in the form of addenda issued after the conference.
- 5.2. **INTERPRET BID DOCUMENTS.** The Professional shall assist NBU with responding to questions and interpreting bid documents and prepare addenda to the bid documents if necessary.
- 5.3. **BID EVALUATION.** The Professional shall attend a bid-opening conference to be administered by NBU. The Professional shall assist NBU in analyzing the bids received for the Project by researching contractor qualifications and references. The Professional shall participate in the evaluation of bids and draft a letter of recommendation memorializing the evaluation committee's selection.
- 5.4. **CONFORMED CONSTRUCTION DOCUMENTS.** The Professional shall conform the construction documents by incorporating all addenda items into the plans and specifications.
- 5.5. **DELIVERABLES.**
  - 5.5.1. Addenda - one (1) PDF electronic copy prior to the addenda deadline stated within the bid documents;
  - 5.5.2. Letter of recommendation - one (1) PDF electronic copy prior to submittal deadline to NBU Purchasing; and
  - 5.5.3. Conformed construction documents - one (1) PDF electronic copy prior to construction NTP.

#### **Task 6. Construction Phase Services**

6. Upon completion of the bid phase services, the Professional shall proceed with construction phase administration services described below. The Professional shall provide general construction contract administration services described below. The services below will be provided for each bid package.
  - 6.1. **MEETINGS AND SITE VISITS.** The Professional shall provide the following services for meetings and site visits:
    - 6.1.1. assist NBU in conducting a pre-construction conference with the construction contractor and prepare agenda, prepare and provide NBU with meeting notes and coordinate conference responses with NBU;
    - 6.1.2. conduct one construction document control workshop for the contractor;
    - 6.1.3. attend up to a total of 15 bi-weekly construction progress meetings. The Professional shall prepare agenda, record, and distribute meeting minutes to NBU and the contractor;

- 6.1.4.attend up to a total of 10 site visits during construction of the Project, as distinguished from the continuous services of a Resident Project Representative (“RPR”), to observe the progress and the quality of work and to determine if the work is proceeding in accordance with the contract documents. The Professional shall prepare and provide NBU with electronic observation reports for each site visit and notify NBU of any non-conforming work performed by the contractor, observed on the site visits;
- 6.1.5.conduct the following meetings during construction with the Contractor:
- 6.1.5.1. tank floor inspection meeting;
  - 6.1.5.2. inspection abrasive blast of interior roof and structural steel to determine extent of corrosion;
  - 6.1.5.3. pre-coating meeting prior to surface preparation and coatings; and
  - 6.1.5.4. conduct interior mock structure pre-coating meeting;
- 6.1.6.conduct two (2) substantial completion inspections and punch list reviews of the Project with NBU’s representatives for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare a list of deficiencies to be corrected by the contractors before recommendation of final payment; and
- 6.1.7.conduct one (1) final completion inspection of the Project for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare final completion reports and make a recommendation of final payment.
- 6.2. SUBMITTAL MANAGEMENT. The Professional shall use FNiManager, a document management system for construction documents. The Professional shall monitor the processing of contractor’s submittals (shop drawings, requests for information, schedules, certified test reports, etc.), provide for filing and retrieval of Project documentation, and verify that the contractor is sending and processing submittals in accordance with the schedules. The Professional shall produce monthly reports and submit to NBU indicating the status of all submittals in the review process.
- 6.2.1.SUBMITTAL REVIEW. The Professional shall review all contractor submittals for compliance with the design concepts to include the following:
- 6.2.1.1. submittals (up to one hundred and twenty (120));
  - 6.2.1.2. requests for information (up to five (5));
  - 6.2.1.3. schedules (up to seven (7)); and
  - 6.2.1.4. operation and maintenance manual.
- 6.3. CHANGE ORDERS. The Professional shall manage the field/change order documents,

requests for proposals, and contractor claim process for the Project as described below.

- 6.3.1. The Professional shall establish procedures and document construction changes required to implement modifications to the Project.
  - 6.3.2. The Professional shall process contract modifications and negotiate with the contractor at NBU's direction to determine the cost and time impacts of these changes.
  - 6.3.3. The Professional shall prepare field/change order documentation for up to three (3) field orders for minor alterations and up to three (3) change orders.
  - 6.3.4. The Professional shall evaluate notices of contractor claims and make initial recommendations to NBU on the merit and value of the claim based on information submitted by the contractor or available Project documentation. The Professional shall negotiate a settlement value with the contractor at NBU's direction.
- 6.4. INTERPRET DRAWINGS AND SPECIFICATIONS. The Professional shall interpret the drawings and specifications for NBU and contractor during the course of construction per the schedule assumed herein.
- 6.5. PAY ESTIMATES. The Professional shall review and comment on monthly and final estimates for payment to the contractor pursuant to the general conditions of the construction contract during the course of the construction Project per the schedule assumed herein.
- 6.6. RESIDENT REPRESENTATION ("RPR"). The Professional shall provide a part-time (fifteen (15) hours per week) RPR on the site for seven (7) months and provide an average of five (5) hours per week of construction management time. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as described herein.
- 6.6.1. Communication
    - 6.6.1.1. The RPR shall establish the communication procedures for all parties involved in the Project. The communication procedures shall detail the amount of time all parties have to respond to questions, submittals, or other documents, and the most efficient transmission of communication (via email, phone, etc.). These procedures shall be provided in writing and reviewed with NBU, engineer of record ("EOR"), and the contractor. NBU shall approve all communication procedures.
    - 6.6.1.2. The RPR shall conduct periodic progress meetings with NBU, EOR, and the contractor to exchange information regarding the progress of construction, the status of submittals, the status of modifications, and/or to address any Project related issues.

6.6.1.3. The RPR shall prepare an agenda prior to the progress meetings and record and distribute the meeting minutes to NBU, EOR, and the contractor within one (1) week after meetings.

6.6.1.4. The RPR shall submit monthly reports of the construction progress to NBU. The reports shall describe the construction progress and summarize Project costs, cash flow, construction schedule, pending and approved contract modifications, change order status, and outstanding issues.

#### 6.6.2. Quality Assurance

6.6.2.1. The RPR shall observe the contractor's work to determine if the work is proceeding in accordance with the contract. The RPR shall prepare site visit reports to be submitted electronically to NBU documenting the RPR's observations within one (1) week of the site visit.

6.6.2.2. The RPR shall document when non-conforming work is observed and submit this documentation via email to NBU and the contractor. The Professional shall verify and document when the observed non-conforming work has been corrected and submit documentation to that effect to NBU via email.

6.6.2.3. The RPR shall review documents submitted by the contractor, including test reports, equipment installation reports, or other documents required by the contract.

6.6.2.4. The RPR shall coordinate the completion of materials testing by testing laboratories and confirm the testing has been conducted in accordance with applicable testing and inspection bureaus who set standards for the testing of materials, witness tests, and factory testing.

6.6.2.5. The RPR shall provide specifically qualified personnel to conduct specialty observations for structural, mechanical, electrical, and instrumentation systems as requested by NBU.

#### 6.6.3. Document Management

6.6.3.1. The RPR shall be responsible for submittal management as described in Task 7.3. The RPR shall perform an initial review of the submittals and electronically send the submittals to the EOR and/or NBU for a detailed review and response.

6.6.3.2. The RPR shall monitor the progress of (i) the contractor in sending and processing submittals, including obtaining signatures from all required parties for documents, and of (ii) the EOR in reviewing and responding to submittals. The RPR shall verify that documentation is being processed according to the schedule.

6.6.3.3. The RPR shall prepare monthly reports that monitor the status of all submittals in the review process. The RPR shall submit an electronic copy of the report to NBU via email once a month.

#### 6.6.4. Schedule Management

6.6.4.1. The RPR shall review the baseline, the projected, and the monthly construction progress schedules submitted by the contractor. The RPR shall monitor the progress of the work completed relative to the planned progress and address any identified schedule delays by emailing the EOR, NBU, and the contractor promptly.

#### 6.6.5. Cost Management

6.6.5.1. The RPR shall review the schedule of values and payment requests prepared by the contractor. The RPR shall establish with NBU and the contractor procedures to review the monthly quantities of work in place and the corresponding payment requests for work completed.

6.6.5.2. The RPR shall prepare monthly cash flow requirements based upon information provided by the contractor. The RPR shall update cash flow reports monthly and include these reports with monthly updates to NBU.

6.6.5.3. The RPR shall verify quantities of work in place, review the payment requests and supporting documentation, and provide an opinion of whether the payment requested matches the work completed to NBU via email.

#### 6.6.6. Issues Management

6.6.6.1. The RPR shall provide an initial interpretation of the drawings and specifications when questions arise concerning the definition of the drawings and specifications. The RPR shall coordinate a resolution to these issues based upon a final interpretation of the drawings and specifications by the EOR, NBU, and the contractor.

6.6.6.2. The RPR shall track and document issues, procure a resolution, and notify the EOR, NBU, and the contractor via email promptly.

#### 6.6.7. Change Management

6.6.7.1. The RPR shall be responsible for change management as indicated below.

6.6.7.2. The RPR shall establish and document procedures for administering changes to the construction contract.

6.6.7.3. The RPR shall coordinate with the EOR for technical review and approval of any design modifications. All design modification documents shall have the EOR's Texas engineering seal affixed.

#### 6.6.8. Project Completion

- 6.6.8.1. The RPR shall coordinate the start-up and commissioning of the facility and all of the process systems with the EOR, the contractor, and NBU. The RPR shall provide engineering and technical assistance to the contractor during the commissioning process.
- 6.6.8.2. When the contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the RPR shall conduct a review of the Project to determine conformance or non-conformance with the Project design and construction documents. The RPR shall determine if a review of the work is required by the EOR, and if so, shall schedule the reviews of the work with the EOR. The RPR shall prepare a list of deficiencies to be corrected by the contractor before substantial completion is granted and any partial release or reduction of retainage is approved. The RPR shall prepare a certificate of substantial completion that includes a list of work to be completed prior to issuance of a final completion certificate.
- 6.6.8.3. The RPR shall conduct a final review of the Project for conformance with all of the Project documents. The RPR shall confirm work is complete and in accordance with the Project documents prior to recommending final payment.
- 6.6.8.4. The RPR shall assist NBU in obtaining permits, warranties, spare parts, operation and maintenance manuals, as-built drawings, and facility keys from the contractor. The RPR shall review and confirm that the contractor has submitted all required documents to NBU prior to recommending the final payment.

#### 6.6.9. Materials Transfer

- 6.6.9.1. The RPR shall coordinate the transfer of and acceptance by the contractor of any NBU-furnished equipment or materials.
- 6.6.9.2. The RPR shall coordinate the transfer of and acceptance by NBU of any contractor-furnished spare parts, materials, keys, etc.

#### 6.6.10. Record Drawings

- 6.6.10.1. The RPR shall receive and review as-built drawings from the contractor. The RPR shall electronically transmit drawings and other documents to the EOR for the preparation of the record drawings. These drawings shall include notations that reflect as-built Project components and conditions. The record drawings shall include RPR's notes, the contractor's field notes, and NBU's field notes made during the construction process.

#### 6.6.11. Limitations of Authority of the RPR

- 6.6.11.1. The RPR shall not authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the EOR and NBU.

- 6.6.11.2. The RPR shall not exceed limitations of EOR's authority as set forth in the Agreement or the contract documents.
- 6.6.11.3. The RPR shall not undertake any of the responsibilities of the contractor, subcontractor, suppliers, or contractor's superintendent.
- 6.6.11.4. The RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
- 6.6.11.5. The RPR shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work or any activities or operations of NBU or the contractor.
- 6.6.11.6. The RPR shall not accept shop drawing or sample submittals from anyone other than the contractor.
- 6.6.11.7. The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by NBU.

## 6.7. CLOSE-OUT DOCUMENTS

6.7.1. **RECORD DRAWINGS.** The Professional shall prepare the record drawings based on the revised redline construction drawings and information furnished by the construction contractor reflecting changes in the Project made during construction. The Professional shall prepare one (1) set of record drawings at the completion of the Project and submit to NBU via email within 60 days of final completion.

6.8. **DELIVERABLES.** The Professional shall provide the following deliverables to NBU:

- 6.8.1. Project site visit memos and construction progress meeting minutes within 60 days of final completion; and
- 6.8.2. one (1) PDF electronic copy and one (1) georeferenced DWG file of record drawings, including plans and specifications in accordance with NBU standards, with features adjusted to the location of GPS points collected in the field by the contractor.

6.9. **WARRANTY SERVICES.** Inspection of the project(s) at the end of the contractor's warranty period is not included within the scope.

## **SUPPLEMENTAL SERVICES**

Pursuant to Section 4(B) of this Agreement, the Professional shall seek prior written approval from NBU before commencing work on any Supplemental Services described in this Section. If NBU requests the Professional to perform the Supplemental Services, NBU and the Professional shall execute a supplemental services agreement or contract amendment, as appropriate, detailing the Supplemental Services to be performed and the completion date. The Supplemental Services shall only include Project specific professional engineering services contemplated by Chapter 2254 of the Texas Government Code. The Professional acknowledges the contract duration will not



increase as result of engaging the Supplemental Services unless noted in the supplemental services agreement or contract amendment, as appropriate.

**TIME OF COMPLETION**

The Professional is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedule below.

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	1/8/2024	01/08/2024
90% Final Design	1/8/2024	7/29/2024
100% Final Design	7/29/2024	1/10/2025
Permitting	1/10/2025	4/10/2025
Bid Phase	4/25/2025	10/1/2025
Construction Phase	10/1/2025	4/29/2026



**New Braunfels Utilities  
337 Ground Storage Tank  
Site Visit Notes  
May 10, 2023**

1. GST is on list to be rehabilitated in 2022 per 2021 report.
2. Tank Work Identified:
  - a. Exterior coating is mostly intact but has many breaks that will continue to expand. Some general corrosion was identified. Project to include replacement of exterior coatings on GST.
  - b. Interior coating has general thinning and corrosion. There is significant corrosion of structural shapes and replacement of rafters and center column support is anticipated. Project to include replacement of interior coatings on GST, and interior structural repairs.
  - c. No issue with isolating the tank identified.
3. Site Work Identified:
  - a. Water ponds on the backside of the tank, need to improve drainage. Drainage improvements will be evaluated.
  - b. Soil is washed over the baseplate on the backside of the tank which can accelerate corrosion of the base plate and facilitate moisture intrusion under the floor. Back stabilization or retaining wall to be included in the design.
  - c. Corrosion identified on existing fence to be repaired using cold galvanizing compound.
  - d. Add curb on overflow discharge slab.
4. Recommended Approach
  - a. Need to address TCEQ violations – Failing vent, holes in roof, etc.
  - b. Clean up weld splatter/buckshot from welds
  - c. Remove and replace exterior coatings with polysiloxane system.
  - d. Remove and replace interior coatings with 100% solids elastomeric polyurethane coating.
5. Install isolation valve at 337 ROW.
6. Work not included within this scope:
  - a. Instrumentation improvements (FNI will remove and replace instrumentation, but not SCADA or other electrical improvements).
  - b. Verify if NBU wants to include the following in this project:
  - c. Upgrades to pumps and motors
  - d. Replace check and gate valves on each pump discharge within vault
  - e. Replace gate valve in vault/recoat piping in vaults
  - f. Provide any coating or other improvements to electrical building



**New Braunfels Utilities  
County Line Standpipe  
Site Visit Notes  
May 10, 2023**

1. Indicated to be replaced with an EST in years 2031- 2045 (7 – 21 years)
2. Goal - Provide corrosion repairs and coating improvements to extend the life of the tank  $\pm$ 21 years, with lower cost coatings to minimize the investment, if the tank is demolished earlier.
3. Tank Items
  - a. Exterior coating is mostly intact but has many breaks that will continue to expand. One cross-cut adhesion test was performed during the site visit and the exterior coatings appeared to be a candidate for overcoating, but overcoating is not anticipated to last  $\pm$ 21 years. Project to include replacement of exterior coatings on GST.
  - b. Interior coating has some spot corrosion, general thinning of coatings and general corrosion starting. There is some corrosion on structural shapes but did not appear to be widespread based on 2020 report. Project to include replacement of interior coatings on GST, and interior structural repairs.
  - c. No issue with isolating the tank identified.
  - d. Need to coordinate relocation of antennas with T-Mobile. FNI will attend meetings with NBU and Owner(s) of antennas to determine constraints during construction and accommodating reinstallation of antennas after rehabilitation.
4. Site Work Identified:
  - a. Replace rubber expansion joints on inlet piping.
  - b. Replace existing fence to enclose entire site (boundary survey required) – 8’ chain-link with no barbed wire preferred. FNI to coordinate with CoNB on fencing requirements within neighborhood.
  - c. No improvements to the overflow structure or drainage included.
  - d. Replace butterfly valve on outlet piping.
5. Recommended Approach
  - a. Need to address TCEQ violations – Failing vent, holes in roof, replace top hatch, etc.
  - b. Leave existing exterior ladders in place. The top exterior platform may need to be replaced to provide safer access, TBD during design.
  - c. Remove and replace exterior coatings with polysiloxane system.
  - d. Remove and replace interior coatings with 100% solids epoxy or polyurethane coating.
6. Work not included within this scope:
  - a. Instrumentation improvements (FNI will remove and replace instrumentation, but not SCADA or other electrical improvements).





## Exhibit B

### Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services rendered under this Agreement in accordance with the table below and made part of this Agreement.

#### Services

NBU agrees to pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$1,280,592.

Task	Cost
Task 1: Project Management	\$111,513
Task 2: Final Design Phase	\$458,508
Task 3: Field Services	\$35,564
Task 4: Permitting and Stake Holders	\$18,460
Task 5: Bid Phase Services	\$40,208
Task 6: Construction Phase Services (including Resident Representation)	\$616,339
<b>Total</b>	<b>\$1,280,592</b>

#### Supplemental Services

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$100,000; provided, however, that NBU must provide written approval in the form of a supplemental services agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.



**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael G. Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Michael G. Short, P.E.      **Approved by:** Ryan Kelso  
 Director of Water Services      Interim Chief Executive Officer  
 and Compliance

**RECOMMENDED ACTION:** Authorize Interim CEO or His Designee to Negotiate and Execute a Construction Contract with Hunter Demolition and Wrecking Corporation for the Construction of the Veramendi Elevated Storage, West Coll Street Standpipe, and Sunset Drive Standpipe Tank Decommission Project

## **BACKGROUND**

On August 3, 2023, New Braunfels Utilities (“NBU”) issued a request for bids for the Tank Decommission Project, which includes decommissioning and demolition of (i) decommissioning and removal of three (3) existing water tanks; Veramendi Elevated Storage Tank, West Coll Street Standpipe Tank, and Sunset Drive Standpipe Tank; (ii) removal of building structures, fencing, piping, and vaults; (iii) soil remediation; (iv) site restoration; (v) storm water pollution prevention; and (vi) all other appurtenances necessary to complete the Project (the “Project”). The Project will improve operational efficiency and reduce maintenance costs for NBU.

On August 15, 2023, NBU received two (2) bids for the Project during the public bidding process. The project team evaluated the bids and recommends the selection of Hunter Demolition and Wrecking Corp. (“Hunter Demolition”) for the Project. Hunter Demolition was the lowest responsible bidder and submitted a base bid of \$541,000.

NBU staff requests that the Board of Trustees approve the Construction Contract Agreement (the “Contract”) with Hunter Demolition for the Project.

This item is being presented to the Board because the total amount of the Contract exceeds \$250,000.

## **FINANCIAL IMPACT**

The total financial impact of the Contract with Hunter Demolition for the Project is \$541,000. The Project is budgeted within the fiscal year 2024 NBU Board approved Capital Improvements Projects Budget. Anticipating the need for project change orders, a contract contingency in the amount of \$60,000, which

is approximately 10% of the total contract amount, will be added to the project construction budget. The total Contract amount plus contingency is \$601,000.

**LINK TO STRATEGIC PLAN**

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**Infrastructure and Technology**

**EXHIBITS**

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- 1. Construction Contract with Hunter Demolition
- 2. Letter of Recommendation from Trihydro
- 3. Bid Tab – (RFB 23-0025)

Bid Tab	
<b><i>Bidder</i></b>	<b><i>Total Cost</i></b>
Hunter Demolition & Wrecking Corp.	\$541,000
Speiss Construction Co., Inc.	\$563,908



**ARTICLE 4 - CONTRACT TIMES**

**4.01** *Time of the Essence*

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**4.02** *Days to Achieve Substantial Completion and Final Payment*

A. The Work shall be substantially complete within **Ninety (90) days from the Notice to Proceed date** and ready for final payment in accordance with Section 14.07 of the General Conditions within 30 calendar days after the substantially complete date.

**4.03** *Damages*

A. The Contractor shall achieve Substantial Completion of the entire Work within Ninety (90) calendar days from the Notice to Proceed, subject to and adjustments of the Contract Time as provided in the Contract Documents and Change Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between NBU and the Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a material breach of this Agreement.

B. Should the Contractor default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, NBU may withhold, deduct, or recover from the Contractor all costs and damages for compensable delay caused by the Contractor from the Contract Price. Such costs shall include any professional or consultant's fees (including but not limited to fees for attorneys, architects, engineers, and construction managers), and all other costs, expenses, and damages actually incurred by NBU as a result of such delay. NBU's delay damages may be incidental to and not directly associated with the Project.

C. Timely final completion is an essential condition of this Agreement. The Contractor agrees to achieve final completion of the Work within 30 days of the designated or extended Substantial Completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

**4.04** *Special Damages*

A. In addition to damages for delay addressed in Section 4.03, the Contractor shall reimburse NBU for (i) any fines or penalties imposed on NBU as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times and (ii) the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative services needed after the time specified in Section 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, the Contractor shall reimburse NBU for the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative services needed after the time specified in Section 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The remedies contained in this Article 4 are not exclusive and shall be cumulative to other remedies provided to NBU in the event of default or breach by the Contractor.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** NBU shall pay the Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract.

- A. For all Work, at the prices stated in the Contractor's Bid Form, attached hereto as Exhibit B.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01** *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

**6.02** *Progress Payments; Retainage*

- A. NBU shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment within 30 days of NBU's acceptance of the payment application:
  - 1. Prior to Substantial Completion, NBU shall make progress payments in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or NBU may withhold, including but not limited to damages, in accordance with Section 14.02 of the General Conditions:
    - a. 95% (percent) of Work completed.
    - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

**6.03** *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, NBU shall pay the remainder of the Contract Price, including any retainage held, as recommended by the Engineer as provided in said Section 14.07 of the General Conditions.

**ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

**7.01** To induce NBU to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. The Contractor is aware of the general nature of work to be performed by NBU and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - MISCELLANEOUS**

**8.01** *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions of the Contract.

**8.02** *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but **without limitation, money that may become due and money that is due may not be assigned** without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.

**8.03** *Successors and Assigns*

- A. NBU and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**8.04** *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and **binding upon NBU and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.**

**8.05** *Governing Law*

- A. The Contract shall be governed by the law of the State of Texas without regard to its conflict of law principles.

**8.06** *Venue*

A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and NBU agree that exclusive and mandatory venue for any legal action related to this Agreement shall be in the District Courts of Comal County, Texas.

**8.07** *Prohibition on Contracts with Companies Boycotting Israel*

A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.08** *Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited*

A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.09** *Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia*

A. If the Contractor is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Contractor represents the following:

1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:

a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or

- b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
    - 2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.
- B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

**8.10** *Prohibition on Contracts with Companies Boycotting Energy Companies*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.11** *Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.12** *Texas Public Information Act*

- A. The Contractor recognizes that this Project is publicly owned, and NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to NBU’s audit rights.

- B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.
- C. The Contractor must
  - 1. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement;
  - 2. promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Contractor on request of NBU; and
  - 3. on completion of the Agreement, either:
    - a. provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
    - b. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**8.13** *Electronic Signatures*

- A. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

**ARTICLE 9 - INSURANCE**

**9.01** *Evidence of the Contractor's Insurance*

Before any Work at the Site may commence, Contractor shall deliver to NBU the certificates of insurance and policy endorsements pages for all insurance policies required to be provided by the Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement.

**Add Exhibit A – Insurance Rider**

**Add Exhibit B – Contractor's Bid Form**

**Bidding Requirements, Contracts Forms & Conditions of the Contract**  
**CONTRACT AGREEMENT**

Item 6.

IN WITNESS WHEREOF, NBU and the Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to NBU and the Contractor. All portions of the Contract Documents have been signed or identified by NBU and the Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

NBU:

**NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility

By: \_\_\_\_\_

Printed Name: Ryan Kelso

Title: Interim Chief Executive Officer

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

(If NBU is a corporation, attached evidence of authority to sign. If NBU is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of NBU-Contractor Agreement.)

CONTRACTOR:

**HUNTER DEMOLITION AND WRECKING CORPORATION**, a Texas Corporation

By: \_\_\_\_\_

Printed Name: *Debbie Hunter*

Title: *Pres.*

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: *Corporate Secretary*

Address for giving notices:

*7060 E. Sixth St.*

*Somerset, Tx 78069*

License No.: *n/a*

(Where Applicable)

Agent for service or process:

(If the Contractor is a corporation or a partnership, attach evidence or authority to sign.)

END OF DOCUMENT

**Exhibit A to Contract Agreement**  
**Owner's Insurance Requirements of Contractor**

**1. Specific Insurance Requirements**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

<b>Insurance</b>	<b>Coverage/Limits</b>	<b>Other Requirements</b>
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Occurrence</li> <li>▪ \$2,000,000 General Aggregate</li> <li>▪ \$2,000,000 Products/Completed Operations Aggregate</li> <li>▪ \$1,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s) General Aggregate Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited:                             <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer's Liability exclusion or deleting exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> <li>○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul> </li> </ul>



**CONTRACT AGREEMENT**

Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Combined Single Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned</li> </ul>
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer endorsement</li> </ul>	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page</li> <li>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$5,000,000 Each Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coverage shall "follow form" over underlying policies listed herein.</li> </ul>
Professional Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Claim</li> <li>▪ \$2,000,000 Annual Aggregate</li> <li>▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</li> <li>▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services.</li> <li>▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> <li>○ bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors</li> <li>○ habitational or residential operations</li> <li>○ mold and/or microbial matter and/or fungus and/or biological substance</li> </ul> </li> <li>▪ Any retroactive date must be effective prior to beginning of services for the Owner.</li> <li>▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Contractor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</li> </ul>

<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Claim</li> <li>▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</li> <li>▪ The policy must provide coverage for:             <ul style="list-style-type: none"> <li>○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement</li> <li>○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</li> <li>○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</li> <li>○ diminution of value and Natural Resources damages</li> <li>○ contractual liability</li> <li>○ claims arising from non-owned disposal sites utilized in the performance of this Agreement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:             <ul style="list-style-type: none"> <li>○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</li> <li>○ impaired property that has not been physically injured</li> <li>○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</li> <li>○ property damage to the work performed by the contractor</li> <li>○ faulty workmanship as it relates to clean up costs</li> <li>○ work performed by subcontractors</li> </ul> </li> <li>▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</li> <li>▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</li> <li>▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</li> </ul>
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</li> <li>▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and</li> </ul>	<ul style="list-style-type: none"> <li>▪ Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</li> <li>▪ Such insurance shall cover:             <ul style="list-style-type: none"> <li>○ all structure(s) under construction, including retaining walls, paved surfaces</li> </ul> </li> </ul>

**CONTRACT AGREEMENT**

	<p>shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> <li>▪ The policy must provide coverage for: <ul style="list-style-type: none"> <li>○ Agreed Value <span style="float: right;">Included</span></li> <li>○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse <span style="float: right;">Included</span></li> <li>○ Debris removal additional limit <span style="float: right;">\$1,000,000</span></li> <li>○ Earthquake and Earthquake Sprinkler Leakage <span style="float: right;">\$5,000,000</span></li> <li>○ Flood <span style="float: right;">Included</span></li> <li>○ Freezing <span style="float: right;">Included</span></li> <li>○ Mechanical breakdown including hot &amp; cold testing <span style="float: right;">\$1,000,000</span></li> <li>○ Ordinance or law testing <span style="float: right;">\$ 25,000</span></li> <li>○ Ordinance or law removal <span style="float: right;">Included</span></li> <li>○ Pollutant clean-up and removal <span style="float: right;">Included</span></li> <li>○ Preservation of property <span style="float: right;">Included</span></li> <li>○ Theft <span style="float: right;">\$10,000</span></li> <li>• Deductible shall not exceed <ul style="list-style-type: none"> <li>○ All Risks of Direct Damage, Per Occurrence, except <span style="float: right;">2% subject to \$50,000 minimum</span></li> <li>○ Named Storm <span style="float: right;">\$100,000</span></li> </ul> </li> <li>○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence <span style="float: right;">\$100,000</span></li> <li>○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V</li> </ul> </li> </ul>	<p>and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling:</p> <ul style="list-style-type: none"> <li>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>○ all property including materials and supplies on site for installation;</li> <li>○ all property including materials and supplies at other locations but intended for use at the site;</li> <li>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</li> <li>• No protective safeguard warranty shall be permitted.</li> <li>• The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> <li>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</li> <li>○ occupancy, in whole or in part;</li> <li>○ the date on which release of substantial completion is executed; or</li> <li>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> </ul> </li> <li>• A waiver of subrogation provision shall be provided in favor of all insureds listed above.</li> </ul>
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**2. General Insurance Requirements**

**A. Definitions. For purposes of this Agreement:**

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.

- iii. "Owner Parties" means (a) New Braunfels Utilities (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

**B. Policies.**

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
  - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

**C. Limits, Deductibles and Retentions**

- i. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

**D. Evidence of Insurance.**

The Contractor shall furnish evidence of insurance to NBU that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU.

Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:

**CONTRACT AGREEMENT**

- a. Owner as certificate holder at Owner’s mailing address;
  - b. Insured’s name, which must match that on this Agreement;
  - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of Owner Parties;
  - f. Amount of any deductible or self-insured retention in excess of \$25,000;
  - g. Designated Construction Project(s) General Aggregate Limit;
  - h. Primary and non-contributory status;
  - i. Waivers of subrogation; and
  - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
- a. General Liability Additional insured endorsement(s);
  - b. General Liability Schedule of Forms and Endorsements page(s); and
  - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

**E. Contractor Insurance Representations to Owner Parties**

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties’ minimum requirements and are not to be construed to void or limit the Contractor’s indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor’s liability and indemnity obligations under this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner’s exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

**F. Insurance Requirements of Contractor’s Subcontractors**

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor’s or its subcontractor’s property shall be the Contractor’s and its subcontractor’s sole

**CONTRACT AGREEMENT**

and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for

same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**G. Use of the Owners Equipment**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

**H. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

**Exhibit B – Contractor’s Bid Form**

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

New Braunfels Utilities  
 355 FM 306  
 New Braunfels, TX 78130

**PROJECT:** Tank Decommission

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with New Braunfels Utilities ("NBU") in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Request for Bid/Proposal, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to evaluation for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other Documents required by the Bidding Requirements within ten (10) days after the date of NBU's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) BIDDER has examined copies of all the Bidding Documents and of all addenda.
  - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
  - c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface of physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of Work as BIDDER considers necessary for the performance or finishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.02 of the Standard General Conditions of the Contract; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
  - d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumed responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.04 of the Standard General Conditions of the Contract.
  - e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by BIDDER.
  - g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has no solicited or induced any person.



**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over NBU.

4. BIDDER will complete the Work for the following prices:

**Base Bid – Tank Decommission**

DESCRIPTION	UNIT	QUANTITY	UNIT COST, \$	TOTAL, \$
Item 1 – Bonding, Mobilization, and Insurance	LS	1	\$50,000.00	\$50,000.00
Item 2 – Environmental Protection/Stormwater Pollution Prevention Plan (SWPPP)	LS	1	\$15,000.00	\$15,000.00
Item 3 – Site Preparation	LS	1	\$6,200.00	\$6,200.00
Item 4 – Barricades, Signs, and Traffic Handling	LS	1	\$5,000.00	\$5,000.00
Item 5 – Demolition of Existing Storage Tanks, Structures, Piping, and Appurtenances (includes abandonment or removal of onsite and offsite watermains)	LS	1	\$400,000.00	\$400,000.00
Item 6 – Repair Concrete Curb and Gutter	LF	20	\$200.00	\$4,000.00
Item 7 – 2-Inch Type D Mill and Overlay	SY	160	\$200.00	\$32,000.00
Item 8 – Soil Remediation	CY	50	\$400.00	\$20,000.00
Item 9 – Revegetation	AC	1.0	\$4,800.00	\$4,800.00
Item 10 – Trench Safety Systems	LF	40	\$100.00	\$4,000.00

**TOTAL BASE BID (Add Items 1-10)**


\$ 541,000.00

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

- 5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with Section 14.07 of the Standard General Conditions of the Contract within the Calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to delay damages and special damages in the event of failure to complete the Work on time.
- 6. The following documents are attached to and made a condition of this Bid:
  - a) Required Bid security of five percent (5%) of the Bidder's maximum base bid price and in the form of approved Bid Bond.
- 7. Communication concerning this Bid shall be addressed to:
  - New Braunfels Utilities
  - Purchasing Manager
  - 355 FM 306
  - New Braunfels, TX 78130
  - Phone: 830-608-8867
  - Email: [Purchasing@NBUTexas.com](mailto:Purchasing@NBUTexas.com)
- 8. The terms used in this Bid that are defined in the Standard General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the Standard General Conditions of the Contract.
- 9. The undersigned acknowledges receipt of the following addenda:
 

Addendum No. 1 dated	<u>08/10/23</u>	Received	<u>08/10/23</u>
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

  
\_\_\_\_\_  
Secretary, if bidder is a corporation



(Seal)

Copy of Corporate Resolution and minutes with certificate of officer of bidder as to authority of signatory to bind bidder is to be signed and dated no earlier than one week before bid date, and attached to this document

Hunter Demolition & Wrecking Corp.  
\_\_\_\_\_  
Company Name of Bidder

  
\_\_\_\_\_  
Authorized Signature

August 15, 2023  
\_\_\_\_\_  
Date

Debbie Hunter  
\_\_\_\_\_  
Printed Name of Authorized Signature

7060 E Sixth Street  
\_\_\_\_\_  
Somerset, TX 78069  
\_\_\_\_\_  
Address

210-227-5100  
\_\_\_\_\_  
Telephone Number/Fax Number

**END OF DOCUMENT**



August 17, 2023

Mr. Lee Perry and Mr. David Guerrero  
New Braunfels Utilities  
355 FM 306  
New Braunfels, TX 78130

RE: Tank Decommission Project - Bid Award Recommendation

Dear Mr. Perry and Mr. Guerrero:

Trihydro Corporation (Trihydro) evaluated bids received by New Braunfels Utilities (NBU) on Tuesday, August 15, 2023, for the Tank Decommission Project. Our evaluation included review of the bidders' responsiveness, math calculations for each bid item, and total bid price. Two bids were received as shown in the attached bid tabulation.

Hunter Demolition & Wrecking Corp. (Hunter Demolition) was responsive to the bid requirements and there were no apparent errors in their bid. Trihydro has previous experience working with Hunter Demolition and found their work to be satisfactory. In addition, Trihydro performed a thorough investigation of Hunter Demolition's background including a review of their performance in past projects and discussions with references. Subsequently, Trihydro found no reason to deny their bid and recommends award of contract to the lowest qualified bidder, Hunter Demolition, for the Base Bid amount of **\$541,000.00**.

If you have questions regarding our evaluation, please feel free to contact me.

Sincerely,  
Trihydro Corporation

A handwritten signature in blue ink that reads "Nash Mock".

Nash Mock, P.E.  
Assistant Project Manager

0057M-001-0010

Attachment

<p align="center"><b>Bid Tabulation</b></p> <p align="center"><b>NEW BRAUNFELS UTILITIES</b></p> <p align="center"><b>TANK DECOMMISSION PROJECT</b></p> <p align="center"><b>Bid Opening 8/15/2023 3:00 PM</b></p>							
				Hunter Demolition & Wrecking Corp.		Spiess Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<b>BASE BID</b>							
1	BONDING, MOBILIZATION, AND INSURANCE	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
2	ENVIRONMENTAL PROTECTION/ STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
3	SITE PREPARATION	LS	1	\$ 6,200.00	\$ 6,200.00	\$ 25,000.00	\$ 25,000.00
4	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
5	DEMO EXISTING STORAGE TANKS, STRUCTURES, PIPING, AND APPURTENANCES (INCLUDES ABANDONMENT OR REMOVAL OF ONSITE AND OFFSITE WATERMAINS)	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 436,558.00	\$ 436,558.00
6	REPAIR CONCRETE CURB AND GUTTER	LF	20	\$ 200.00	\$ 4,000.00	\$ 50.00	\$ 1,000.00
7	2-INCH TYPE D MILL AND OVERLAY	SY	160	\$ 200.00	\$ 32,000.00	\$ 180.00	\$ 28,800.00
8	SOIL REMEDIATION	CY	50	\$ 400.00	\$ 20,000.00	\$ 585.00	\$ 29,250.00
9	REVEGETATION	AC	1	\$ 4,800.00	\$ 4,800.00	\$ 2,000.00	\$ 2,000.00
10	TRENCH SAFETY SYSTEMS	LF	40	\$ 100.00	\$ 4,000.00	\$ 20.00	\$ 800.00
<b>TOTAL BASE BID</b>					<b>\$ 541,000.00</b>		<b>\$ 563,908.00</b>



**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Brent Lundmark      **Reviewed by:** Michael Short, P.E.  
 Water Treatment &      Director of Water Services and  
 Compliance Manager      Compliance

**Submitted by:** Michael Short, P.E.      **Approved by:** Ryan Kelso  
 Director of Water Services      Interim Chief Executive Officer  
 and Compliance

**RECOMMENDED ACTION:** Authorize Interim CEO or His Designee to Negotiate and Execute a First Amendment to the Professional Services Agreement with Residuals Transport Corporation to Provide Biosolids and Debris Disposal Services for the Surface Water Treatment Facility, North Kuehler Wastewater Treatment Facility, South Kuehler Wastewater Treatment Facility, Gruene Road Water Reclamation Facility, and McKenzie Water Reclamation Facility

## **BACKGROUND**

On June 24, 2021, the New Braunfels Utilities (“NBU”) Board of Trustees approved a Professional Services Agreement (the “Agreement”) with Residuals Transport Corporation (“Residuals”) for biosolids and debris disposal services for the water and wastewater facilities. Residuals approached NBU staff in May of 2023, to negotiate new pricing for fuel, capital equipment, and insurance based on market conditions. Residuals also requested to add a small box transfer rate as it was included in the proposal and the solicitation but was not included in the Agreement.

In an effort to maintain the continuity of NBU’s disposal needs, NBU staff requests that the Board of Trustees approve the First Amendment to the Agreement (the “First Amendment”) to increase annual compensation for the third, fourth, and fifth terms of the Agreement and add the fee related to the small box transfers. The First Amendment is being presented to the Board because it modifies the Agreement beyond the parameters the Board previously approved.

## **FINANCIAL IMPACT**

The total financial impact of the First Amendment is \$237,652. The third term, fourth term, and fifth term are being amended to increase by \$75,398, \$75,156, and \$83,098, respectively. The total contract amount for the Agreement and the First Amendment is \$4,964,027. The Agreement is budgeted within the Water Treatment and Compliance Operations and Maintenance budget (“O&M Budget”) for fiscal year 2024 and will be budgeted in the O&M Budgets of fiscal year 2024 through fiscal year 2026.

**LINK TO STRATEGIC PLAN**

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**Safety and Security**

**Stewardship**

**EXHIBITS**

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1. Residuals Transport Corporation Contract
2. First Amendment with Residuals

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **RESIDUALS TRANSPORT CORPORATION**, a Texas corporation (the “Professional”).

Section 1. Term of Agreement. This Agreement will be effective on the latest date subscribed below, and will remain in full force and effect for a period of one (1) year from July 1, 2021, to June 30, 2022 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one-year terms (each, a “Renewal Term”), unless either party provides written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Terms extend beyond June 30, 2026.

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The scope of work described in the Services constitutes the “Project.”

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional’s invoice, the Professional shall have the right to suspend work.



(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Project shall be described in the Services defined in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

#### Section 4. Changes to the Project Work; Additional Work.

(A) Changes to Work. The Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written order. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a supplemental agreement for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes deduct from the extent of the scope of work for the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If

key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Performance Warranty. The Professional warrants that the Services provided under this Agreement shall conform to the professional standards performed by professionals regularly rendering this type of service.

Section 9. Indemnification. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY"), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER ("CLAIMS"), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS SET FORTH BELOW SHALL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY IN THIS SECTION.**

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the

Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees as an Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officials, officers and employees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be

responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

- x. Evidence of Insurance. Prior to commencing any the Services under this Agreement, the Professional shall provide NBU with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Professional's insurance provider(s) as evidence that policies are in place with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Evidence of such insurance shall be attached as Exhibit C. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and declaration page(s) to NBU thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement will be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement will be subject to rejection and may be returned or discarded.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- ii. Vehicle Liability. The Professional shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Professional's owned, hired and non-owned vehicles assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents,

representatives, officers, directors, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- iii. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional’s control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional’s suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

## Section 12. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.

(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
 Attn: Director of Water Services  
 263 Main Plaza  
 New Braunfels, TX 78130

With copy to:

Purchasing Manager  
 New Braunfels Utilities  
 355 FM 306  
 New Braunfels, TX 78130



If to the Professional:

Residuals Transport Corporation  
 301 Main Plaza, Number 159  
 New Braunfels, Texas 78130

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be

aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised, the Professional shall notify NBU immediately. **THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM THE PROFESSIONAL'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SECTION.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Professional and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands

“affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU’s audit rights in section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 20. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

*(The remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: Ian Taylor Digitally signed by Ian Taylor  
Date: 2021.07.12 14:01:15  
-05'00'  
Name: Ian Taylor  
Title: CEO

**PROFESSIONAL:**  
**RESIDUALS TRANSPORT CORPORATION,**  
a Texas corporation

By: Charles Hooker  
Name: Charles Hooker  
Title: President

## Exhibit A

## Services

The Professional shall provide biosolids and debris disposal services for NBU's water and wastewater treatment facilities, in conformance with specification, "48 00 00 Biosolids Disposal," attached as Exhibit D (the "Services").

**PROJECT SPECIFIC INFORMATION**

The Professional shall provide containers and equipment by site location as described herein. As NBU grows and facility improvements are brought online, these sites may vary over time.

## 1) Water Plant

**a) Surface Water Treatment Facilities**

- i) Address: 2356 Gruene Road, New Braunfels, TX
- ii) Provided Roll-off Container(s):
  - (1) Size: 25 cubic-yard (cu-yd)
    - (a) Quantity: 3
    - (b) Locations/Uses:
      - (i) Wedge wire filters
    - (c) Approximate Number of Loads per Year: 11
- iii) Typical solids content for dewatered sludge: 8%
- iv) Provided Equipment:
  - (1) None

## 2) Wastewater Plants

**a) North Kuehler Wastewater Treatment Facility**

- i) Address: 1922 Kuehler Road, New Braunfels, TX
- ii) Provided Container(s):
  - (1) Size: 1 cubic-yard (cu-yd)
    - (a) Quantity of Roll-off containers: 3
    - (b) Locations/Uses:
      - (i) 2 at fine screens and 1 at headworks
- iii) Provided Equipment:
  - (1) None

**b) South Kuehler Wastewater Treatment Facility**

- i) Address: 2055 Coco Lane, New Braunfels, TX
- ii) Provided Roll-off Container(s):
  - (1) Size: 25 cubic-yard (cu-yd)
    - (a) Quantity: 6 (2 roll-off containers and 4-dewatering roll-off containers)
    - (b) Locations/Uses:
      - (i) Collection system vac-truck dumping station and headworks debris
    - (c) Approximate Number of Loads per Year: 131
      - (i) Typical solids content for dewatered sludge: N/A Debris

- (d) Vendor responsible for cleaning dewatering boxes at dewatering station before installation of liners
- (2) Size: 32 cubic-yard (cu-yd) trailer
  - (a) Quantity: 5
  - (b) Type: Aluminum End dump
  - (c) Locations/Uses:
    - (i) Belt press (Services North and South Kuehler)
      - 1. Loads not to exceed 80,000 pounds
  - (d) Approximate Number of Loads per Year: 247
    - (i) Typical solids content for dewatered sludge: 14 to 18%
- (3) Size: 1 cubic-yard (cu-yd)
  - (a) Quantity: 3
  - (b) Locations/Uses:
    - (i) Fine screens (1) and headworks (2)
- iii) Provided Equipment:
  - (1) Two Yard Mules or equivalent:
  - (2) One scissor lift
- c) **Gruene Road Water Reclamation Facility**
  - i) Address: 1835 Gruene Road, New Braunfels, TX
  - ii) Provided Container(s):
    - (1) Size: 15 cubic-yard (cu-yd)
      - (a) Quantity of containers: 1
      - (b) Type: Roll off Steel
      - (c) Locations/Uses:
        - (i) Headworks
      - (d) Approximate Number of Loads per Year: 52
        - (i) Typical solids content for dewatered sludge: N/A Debris
    - (2) Size: 32 cubic-yard (cu-yd)
      - (a) Quantity of trailers: 2
      - (b) Type: Aluminum End dump
      - (c) Locations/Uses:
        - (i) Belt press
          - 1. Loads not to exceed 80,000 pounds
      - (d) Approximate Number of Loads per Year: 100
        - (i) Typical solids content for dewatered sludge: 14 to 18%
    - (3) Size: 1 cubic-yard (cu-yd)
      - (a) Quantity of containers: 1
      - (b) Type: Portable dumpster
      - (c) Locations/Uses:
        - (i) Fine screens
  - iii) Provided Equipment:
    - (1) Yard Mule: One



**d) McKenzie Water Reclamation Facility**

- i) Address: 400 Elley Lane, New Braunfels, TX
- ii) Provided Container(s):
  - (1) Size: 15 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Roll off Steel
    - (c) Locations/Uses:
      - (i) Headworks
    - (d) Approximate Number of Loads per Year: 52
      - (i) Typical solids content for dewatered sludge: N/A Debris/Grit
      - (ii) sludge: 14 to 18%
  - (2) Size: 32 cubic-yard (cu-yd)
    - (a) Quantity of trailer: 2
    - (b) Type: Aluminum End dump
    - (c) Locations/Uses:
      - (i) Belt press
        - 1. Loads not to exceed 80,000 pounds
    - (d) Approximate Number of Loads per Year: 106
      - (i) Typical solids content for dewatered sludge: 14 to 18%
  - (3) Size: 1 cubic-yard (cu-yd)
    - (a) Quantity of containers: 1
    - (b) Type: Portable dumpster
    - (c) Locations/Uses:
      - (i) Fine screens
- iii) Provided Equipment:
  - (1) One Yard Mule or equivalent to

**NBU CONTRIBUTION TO PROJECT**

- 1) NBU shall provide
  - a) all customer end-point address locations and access information as needed (i.e. gate codes for any locked gates); and
  - b) contact information for NBU Control Center and main points of contact for the project.

Exhibit B  
Compensation

NBU shall pay the Professional for the Services under this Agreement a total compensation not to exceed \$858,000 for the initial one-year term, \$897,700 for the second one-year term, \$942,485 for the third one-year term, \$989,458 for the fourth one-year term, and \$1,038,732 for the fifth one-year term, for a total amount not to exceed \$4,726,375 for the duration of the Agreement.

NBU shall pay the Professional a fuel surcharge in accordance with the chart below:

<b>Fuel Price</b>	<b>Surcharge</b>	<b>End Dump Load</b>	<b>Roll off container</b>
\$3.73 and below	None	\$1,150	\$830
\$3.76 - \$4.00	\$10/Load	\$1,160	\$840
\$4.01-\$4.25	\$15/Load	\$1,165	\$845
\$4.26-\$4.50	\$20/Load	\$1,170	\$850
\$4.51-\$4.75	\$25/Load	\$1,175	\$855

If the Professional assesses any fuel charges pursuant to this Exhibit, these charges shall be included and not in addition to the not to exceed amounts specified herein.

Exhibit C  
Evidence of Insurance

Exhibit D  
Technical Specification 48 00 00



- 1           1. Texas Administrative Code (30 TAC) – TCEQ Administered
- 2           a. Section 312 – Sludge Use, Disposal, and Transportation

3 **1.4 ADMINISTRATIVE REQUIREMENTS**

4       A. Biosolids Reports

- 5           1. A report will be prepared for all disposal actives including:
  - 6           a. amounts (volume and weight)
  - 7           b. times and dates of pick-up
  - 8           c. location of pick-up
  - 9           d. location and permit # of disposal site
  - 10          e. Any other pertinent information.

11 **1.5 FIELD LOCATIONS**

12       A. Delivery

- 13           1. Respondent is responsible to deliver to locations as specified in the scope of
- 14           service.

15 **1.6 SUBMITTALS**

- 16       A. All submittals shall be in accordance with Owner Requirements
- 17       B. All submittals shall be approved by the Owner prior to delivery.

18 **1.7 QUALITY ASSURANCE**

19       A. Qualifications

- 20           1. NBU provided recent annual biosolids testing for reference and will provide
- 21           updated results of annual biosolids testing, upon request.
- 22           2. Minimum Qualifications
  - 23           a. Five (5) years or more years in business
  - 24           b. Three (3) similar services contracts on-going or completed, provide references

25       B. Container

- 26           1. Provide container/trailers and appurtenance inspection and testing certification in
- 27           accordance with the AWWA, Chlorine Institute’s and DOT requirements
  - 28           a. The Owner may reject part or all the load if:
    - 29           1) any containers or appurtenance does not appear to meet these requirements
    - 30           stated above;
    - 31           2) is partially filled;
    - 32           3) overfilled; or
    - 33           4) any other condition the Owner deems unsafe.

34 **1.8 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS**

35       A. Product Data and Shop Drawings

- 36           1. Container specification/information
- 37           2. Container testing data/certification

38       B. Driver safety training certification

39       C. Affidavit of Compliance for each order/delivery

- 1 D. Disposal site permit/approval information in accordance with State/TCEQ
- 2 requirements.

3 **PART 2 - PRODUCTS**

4 **2.1 EQUIPMENT**

5 A. Containers/Trailers

- 6 1. Use and condition
- 7 a. All containers should be suitable for containing wastewater biosolids and
- 8 related materials as specified
- 9 b. All containers should be in good working conditions and free of defects issues.
- 10 2. Size and Type
- 11 a. 32-yard trailer
- 12 1) Type: Aluminum end dump Trailer
- 13 b. 15-yard and 25-yard containers
- 14 1) Steel roll-off type containers
- 15 c. 1-yard Containers
- 16 1) Steel dumpster with pick-up slots

17 B. Equipment

- 18 1. Yard Mule/Terminal Tractor
- 19 a. Provide a vehicle capable of hooking up and moving 32-yard end dump trailers
- 20 at Owner's facilities.
- 21 2. Scissor Lift/Aerial Work Platform
- 22 a. Provide an aerial lift for the purpose of checking container volumes.
- 23 3. Equipment generally should be in good repair and working order.

24 **PART 3 - EXECUTION**

25 **3.1 BIOSOLIDS HANDLING AND DISPOSAL**

- 26 A. Provide all personnel and equipment needed to facilitate disposal of biosolids.
- 27 B. Coordinate pick-up and delivery of Containers and Equipment with NBU's contact
- 28 person.
- 29 C. Complete any on-site transfers of 1-yard containers to larger containers, if required.
- 30 D. Ensure no mixing of materials of dissimilar types.
- 31 E. Complete any site transfers (McKenzie/Gruene), if required.
- 32 F. Drop-off replacement containers.
- 33 G. Pick-up full biosolids containers and dispose of at a TCEQ permitted location.
- 34 1. A full container shall be considered full at the following:
- 35 a. 32- yard container:
- 36 1) Full at 30-yards or more unless certified full by NBU Staff
- 37 b. 25-yard container:
- 38 1) Full at 23-yards or more unless certified full by NBU Staff

1 **3.2 SCHEDULING**

- 2 A. Hauling a full container load will be at the request of NBU staff. Although a standard  
3 schedule is anticipated, deviations from the schedule will require NBU staff approval.
- 4 B. Due to disposal circumstances, pickups are normally done on weekdays. However,  
5 emergency or weather-related situations or land disposal site restrictions may require  
6 weekend hauling.

7 **3.3 EQUIPMENT AND TRAINING**

- 8 A. Provide training for NBU on an annual basis, if needed, on operation of provided  
9 equipment
- 10 B. Provide specified equipment to remain on site for duration of annual agreement at each  
11 site.
- 12 C. Respond to repairs and maintenance of the equipment as needed to ensure continuous  
13 operation of facilities.




Exhibit E  
Biosolids Analysis

# POLLUTION CONTROL SERVICES



Item 7.

## Report of Sample Analysis

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: SKSTP Sludge 05042038 Matrix: Sludge Date/Time Taken: 05/04/2020 0939	PCS Sample #: 595416 Date/Time Received: 05/06/2020 13:40 Report Date: 05/27/2020 Approved by:  Chuck Wallgren, President

Page 1 of 1

Test Description	Result	Units	RL	Analysis Date/Time	Method	Analyst
TCLP-Full	See Attached					Pace Analytical Services - Dallas

**Quality Statement:** All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAP unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested.  
All data is reported on an "As Is" basis unless designated as "Dry Wt."  
RL = Reporting Limits

Web Site: [www.peslab.net](http://www.peslab.net)  
e-mail: [chuck@peslab.net](mailto:chuck@peslab.net)

Toll Free 800-880-4616

1532 Universal City Blvd, Suite 100  
Universal City, TX 78148-3318

210-340-0343

FAX # 210-658-7903

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Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Summary of Compounds Detected

**595416**

Collect Date 05/04/2020 09:39

LAB ID 22005122201

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/6020B

CAS#	Parameter	Result	LOQ	Reg Limit	Units
7440-39-3	Barium	0.12	0.10	100	mg/L

**595418**

Collect Date 05/04/2020 10:48

LAB ID 22005122203

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/8270C

CAS#	Parameter	Result	LOQ	Reg Limit	Units
1319-77-3	Cresols	0.382	0.1000	200	mg/L
1319-77-3MP	m,p-Cresol	0.382	0.0500	200	mg/L

**595419**

Collect Date 05/04/2020 11:40

LAB ID 22005122204

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/6020B

CAS#	Parameter	Result	LOQ	Reg Limit	Units
7440-39-3	Barium	0.39	0.10	100	mg/L

**595420**

Collect Date 05/05/2020 09:45

LAB ID 22005122205

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/8270C

CAS#	Parameter	Result	LOQ	Reg Limit	Units
1319-77-3	Cresols	0.137	0.1000	200	mg/L
1319-77-3MP	m,p-Cresol	0.137	0.0500	200	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595416</b>	Collect Date	05/04/2020 09:39	LAB ID	22005122201
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8260B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/13/2020 14:30	683617	EPA 1311(TCLP)	100	05/15/2020 14:24	SMS	683802

CAS#	Parameter	Result	LOQ	Reg Limit	Units
75-35-4	1,1-Dichloroethene	<0.500	0.500	0.70	mg/L
107-06-2	1,2-Dichloroethane	<0.250	0.250	0.50	mg/L
78-93-3	2-Butanone	<0.500	0.500	200	mg/L
71-43-2	Benzene	<0.250	0.250	0.50	mg/L
56-23-5	Carbon tetrachloride	<0.250	0.250	0.50	mg/L
108-90-7	Chlorobenzene	<0.500	0.500	100	mg/L
67-66-3	Chloroform	<0.500	0.500	6	mg/L
127-18-4	Tetraachloroethene	<0.500	0.500	0.70	mg/L
79-01-6	Trichloroethene	<0.250	0.250	0.50	mg/L
75-01-4	Vinyl chloride	<0.100	0.100	0.20	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
460-00-4	4-Bromofluorobenzene	5	5.14	mg/L	103	62 - 130
1868-53-7	Dibromofluoromethane	5	4.83	mg/L	97	65 - 127
2037-26-5	Toluene d8	5	5.21	mg/L	104	71 - 134
17060-07-0	1,2-Dichloroethane-d4	5	4.81	mg/L	96	62 - 127

#### EPA 1311/8270C

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 16:32	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
106-46-7	1,4-Dichlorobenzene	<0.0500	0.0500	7.50	mg/L
95-95-4	2,4,5-Trichlorophenol	<0.0500	0.0500	400	mg/L
88-06-2	2,4,6-Trichlorophenol	<0.0500	0.0500	2	mg/L
121-14-2	2,4-Dinitrotoluene	<0.0100	0.0100	0.13	mg/L
1319-77-3	Cresols	<0.1000	0.1000	200	mg/L
118-74-1	Hexachlorobenzene	<0.0100	0.0100	0.13	mg/L
87-68-3	Hexachlorobutadiene	<0.0500	0.0500	0.50	mg/L
67-72-1	Hexachloroethane	<0.0500	0.0500	3	mg/L
1319-77-3MP	m,p-Cresol	<0.0500	0.0500	200	mg/L
98-95-3	Nitrobenzene	<0.0500	0.0500	2	mg/L
95-48-7	o-Cresol	<0.0500	0.0500	200	mg/L
87-86-5	Para-chlorophenol	<0.0500	0.0500	100	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Results

**595416**

Collect Date 05/04/2020 09:39

LAB ID 22005122201

Receive Date 05/12/2020 09:42

Matrix Solid

## EPA 1311/8270C (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 16:32	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
110-86-1	Pyridine	<0.0500	0.0500	5	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0	Nitrobenzene-d5	0.25	.208	mg/L	83	44 - 120
321-60-8	2-Fluorobiphenyl	0.25	.208	mg/L	83	44 - 119
1718-51-0	Terphenyl-d14	0.25	.234	mg/L	94	50 - 134
4165-62-2	Phenol-d5	0.50	.158	mg/L	32	10 - 120
367-12-4	2-Fluorophenol	0.50	.23	mg/L	46	19 - 119
118-79-6	2,4,6-Tribromophenol	0.50	.458	mg/L	92	43 - 140

## EPA 1311/8081B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 11:00	683721	EPA 3510C	1	05/14/2020 18:49	TLS	683930

CAS#	Parameter	Result	LOQ	Reg Limit	Units
57-74-9	Chlordane (Technical)	<0.00250	0.00250	0.03	mg/L
72-20-8	Endrin	<0.00100	0.00100	0.02	mg/L
58-89-9	gamma-BHC (Lindane)	<0.000500	0.000500	0.40	mg/L
76-44-8	Heptachlor	<0.000500	0.000500	0.0080	mg/L
1024-57-3	Heptachlor epoxide	<0.000500	0.000500	0.0080	mg/L
72-43-5	Methoxychlor	<0.000500	0.000500	10	mg/L
8001-35-2	Toxaphene	<0.00250	0.00250	0.50	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
877-09-3	Tetrachloro-m-xylene	0.0050	.00444	mg/L	89	44 - 124
2051-24-3	Decachlorobiphenyl	0.0050	.0038	mg/L	76	30 - 139

## EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A	1	05/21/2020 21:57	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)	<0.00500	0.00500	1	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Results

**595416**

Collect Date 05/04/2020 09:39

LAB ID 22005122201

Receive Date 05/12/2020 09:42

Matrix Solid

## EPA 1311/8151A (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A (Continued)	1	05/21/2020 21:57	MFS	684311
CAS#	Parameter	Result	LOQ	Reg Limit	Units	
94-75-7	2,4-D	<0.00500	0.00500	10	mg/L	
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
19719-28-9	DCAA	0.02	.0124	mg/L	62	18 - 136

## EPA 1311/6020B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 10:00	683661	EPA 3010A	10	05/20/2020 20:41	LWZ	684143
CAS#	Parameter	Result	LOQ	Reg Limit	Units	
7440-38-2	Arsenic	<0.10	0.10	5	mg/L	
7440-39-3	Barium	0.12	0.10	100	mg/L	
7440-43-9	Caesium	<0.10	0.10	1	mg/L	
7440-47-3	Chromium	<0.10	0.10	5	mg/L	
7439-92-1	Lead	<0.10	0.10	5	mg/L	
7782-49-2	Selenium	<0.10	0.10	1	mg/L	
7440-22-4	Silver	<0.10	0.10	5	mg/L	

## EPA 1311/7470A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 08:00	683665	EPA 7470A	1	05/14/2020 13:17	TJR	683706
CAS#	Parameter	Result	LOQ	Reg Limit	Units	
7439-97-6	Mercury	<0.0020	0.0020	0.20	mg/L	

# POLLUTION CONTROL SERVICES



Item 7.

## Report of Sample Analysis

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: NKSTP Sludge 05042039 Matrix: Sludge Date/Time Taken: 05/04/2020 0942	PCS Sample #: 595417 Date/Time Received: 05/06/2020 13:40 Report Date: 05/27/2020 Approved by: <i>Chuck Wallgren</i> Chuck Wallgren, President

Test Description	Result	Units	RL	Analysis Date/Time	Method	Analyst
TCLP-Full	See Attached					Pace Analytical Services - Dallas

**Quality Statement:** All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested.  
 All data is reported on an "As Is" basis unless designated as "Dry Wt."  
 RL = Reporting Limits



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

## Sample Results

**595417**

Collect Date 05/04/2020 09:42

LAB ID 22005122202

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/8260B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/13/2020 14:30	683617	EPA 1311(TCLP)	100	05/15/2020 14:49	SMS	683802

CAS#	Parameter	Result	LOQ	Reg Limit	Units
75-35-4	1,1-Dichloroethene	<0.500	0.500	0.70	mg/L
107-06-2	1,2-Dichloroethane	<0.250	0.250	0.50	mg/L
78-93-3	2-Butanone	<0.500	0.500	200	mg/L
71-43-2	Benzene	<0.250	0.250	0.50	mg/L
56-23-5	Carbon tetrachloride	<0.250	0.250	0.50	mg/L
108-90-7	Chlorobenzene	<0.500	0.500	100	mg/L
67-66-3	Chloroform	<0.500	0.500	6	mg/L
127-18-4	Tetrachloroethene	<0.500	0.500	0.70	mg/L
79-01-6	Trichloroethene	<0.250	0.250	0.50	mg/L
75-01-4	Vinyl chloride	<0.100	0.100	0.20	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
460-00-4	4-Bromofluorobenzene	5	5.07	mg/L	101	62 - 130
1868-53-7	Dibromofluoromethane	5	4.91	mg/L	98	65 - 127
2037-26-5	Toluene d8	5	5.01	mg/L	100	71 - 134
17060-07-0	1,2-Dichloroethane-d4	5	4.77	mg/L	95	62 - 127

EPA 1311/8270C

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 16:49	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
106-46-7	1,4-Dichlorobenzene	<0.0500	0.0500	7.50	mg/L
95-95-4	2,4,5-Trichlorophenol	<0.0500	0.0500	400	mg/L
88-06-2	2,4,6-Trichlorophenol	<0.0500	0.0500	2	mg/L
121-14-2	2,4-Dinitrotoluene	<0.0100	0.0100	0.13	mg/L
1319-77-3	Cresols	<0.1000	0.1000	200	mg/L
118-74-1	Hexachlorobenzene	<0.0100	0.0100	0.13	mg/L
87-68-3	Hexachlorobutadiene	<0.0500	0.0500	0.50	mg/L
67-72-1	Hexachloroethane	<0.0500	0.0500	3	mg/L
1319-77-3MP	m,p-Cresol	<0.0500	0.0500	200	mg/L
98-95-3	Nitrobenzene	<0.0500	0.0500	2	mg/L
95-48-7	o-Cresol	<0.0500	0.0500	200	mg/L
87-86-5	Pentachlorophenol	<0.0500	0.0500	100	mg/L





Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595417</b>	<b>Collect Date</b>	05/04/2020 09:42	<b>LAB ID</b>	22005122202
	<b>Receive Date</b>	05/12/2020 09:42	<b>Matrix</b>	Solid

#### EPA 1311/8270C (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 16:49	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
110-86-1	Pyridine	<0.0500	0.0500	5	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0	Nitrobenzene-d5	0.25	.217	mg/L	87	44 - 120
321-60-8	2-Fluorobiphenyl	0.25	.216	mg/L	86	44 - 119
1718-51-0	Terphenyl-d14	0.25	.251	mg/L	100	50 - 134
4165-62-2	Phenol-d5	0.50	.138	mg/L	28	10 - 120
367-12-4	2-Fluorophenol	0.50	.216	mg/L	43	19 - 119
118-79-6	2,4,6-Tribromophenol	0.50	.429	mg/L	86	43 - 140

#### EPA 1311/8081B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 11:00	683721	EPA 3510C	1	05/14/2020 19:01	TLS	683930

CAS#	Parameter	Result	LOQ	Reg Limit	Units
57-74-9	Chlordane (Technical)	<0.00250	0.00250	0.03	mg/L
72-20-8	Endrin	<0.00100	0.00100	0.02	mg/L
58-89-9	gamma-BHC (Lindane)	<0.000500	0.000500	0.40	mg/L
76-44-8	Heptachlor	<0.000500	0.000500	0.0080	mg/L
1024-57-3	Heptachlor epoxide	<0.000500	0.000500	0.0080	mg/L
72-43-5	Methoxychlor	<0.000500	0.000500	10	mg/L
8001-35-2	Toxaphene	<0.00250	0.00250	0.50	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
877-09-8	Tetrachloro-m-xylene	0.0050	.00357	mg/L	71	44 - 124
2051-24-3	Decachlorobiphenyl	0.0050	.00331	mg/L	66	30 - 139

#### EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A	1	05/21/2020 22:17	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)	<0.00500	0.00500	1	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595417</b>	Collect Date	05/04/2020 09:42	LAB ID	22005122202
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8151A (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A (Continued)	1	05/21/2020 22:17	MFS	684311
CAS#	Parameter		Result	LOQ	Reg Limit	Units
94-75-7	2,4'-D		<0.00500	0.00500	10	mg/L
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
19719-28-9	DCAA	0.02	.0108	mg/L	54	18 - 136

#### EPA 1311/6020B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 10:00	683661	EPA 3010A	10	05/20/2020 20:45	LWZ	684143
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7440-38-2	Arsenic		<0.10	0.10	5	mg/L
7440-39-3	Barium		<0.10	0.10	100	mg/L
7440-43-9	Cadmium		<0.10	0.10	1	mg/L
7440-47-3	Chromium		<0.10	0.10	5	mg/L
7439-92-1	Lead		<0.10	0.10	5	mg/L
7782-49-2	Selenium		<0.10	0.10	1	mg/L
7440-22-4	Silver		<0.10	0.10	5	mg/L

#### EPA 1311/7470A


Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 08:00	683665	EPA 7470A	1	05/14/2020 13:19	TJR	683706
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7439-97-6	Mercury		<0.0020	0.0020	0.20	mg/L

# POLLUTION CONTROL SERVICES



Item 7.

## Report of Sample Analysis

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: Sam McKenzie Sludge 05042040 Matrix: Sludge Date/Time Taken: 05/04/2020 1048	PCS Sample #: 595418 Date/Time Received: 05/06/2020 13:40 Report Date: 05/27/2020 Approved by: 

Page 1 of 1

 Chuck Wallgren, President

Test Description	Result	Units	RL	Analysis Date/Time	Method	Analyst
TCLP-Full	See Attached					Pace Analytical Services - Dallas

*Quality Statement: All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAP unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.*

These analytical results relate only to the sample tested  
 All data is reported on an "As Is" basis unless designated as "Dry Wt"  
 RL = Reporting Limits

Web Site: [www.pcslab.net](http://www.pcslab.net)  
 e-mail: [chuck@pcslab.net](mailto:chuck@pcslab.net)

Toll Free 800-880-4616

1532 Universal City Blvd, Suite 100  
 Universal City, TX 78148-3318

210-340-0343

FAX # 210-658-7903

187



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Results

**595418**

Collect Date 05/04/2020 10:48

LAB ID 22005122203

Receive Date 05/12/2020 09:42

Matrix Solid

EPA 1311/8260B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/13/2020 14:30	683617	EPA 1311(TCLP)	100	05/15/2020 15:14	SMS	683802

CAS#	Parameter	Result	LOQ	Reg Limit	Units
75-35-4	1,1-Dichloroethene	<0.500	0.500	0.70	mg/L
107-06-2	1,2-Dichloroethane	<0.250	0.250	0.50	mg/L
78-93-3	2-Butanone	<0.500	0.500	200	mg/L
71-43-2	Benzene	<0.250	0.250	0.50	mg/L
56-23-5	Carbon tetrachloride	<0.250	0.250	0.50	mg/L
108-90-7	Chlorobenzene	<0.500	0.500	100	mg/L
67-66-3	Chloroform	<0.500	0.500	6	mg/L
127-18-4	Tetrachloroethene	<0.500	0.500	0.70	mg/L
79-01-6	Trichloroethene	<0.250	0.250	0.50	mg/L
75-01-4	Vinyl chloride	<0.100	0.100	0.20	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
460-00-4	4-Eromofluorobenzene	5	4.9	mg/L	98	62 - 130
1868-53-7	Dibromofluoromethane	5	5.07	mg/L	101	65 - 127
2037-26-5	Toluene d8	5	5.15	mg/L	103	71 - 134
17060-07-0	1,2-Dichloroethane-d4	5	4.89	mg/L	98	62 - 127

EPA 1311/8270C

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:05	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
106-46-7	1,4-Dichlorobenzene	<0.0500	0.0500	7.50	mg/L
95-95-4	2,4,5-Trichlorophenol	<0.0500	0.0500	400	mg/L
88-06-2	2,4,6-Trichlorophenol	<0.0500	0.0500	2	mg/L
121-14-2	2,4-Dinitrotoluene	<0.0100	0.0100	0.13	mg/L
<b>1319-77-3</b>	<b>Cresols</b>	<b>0.382</b>	<b>0.1000</b>	<b>200</b>	<b>mg/L</b>
118-74-1	Hexachlorobenzene	<0.0100	0.0100	0.13	mg/L
87-68-3	Hexachlorobutadiene	<0.0500	0.0500	0.50	mg/L
67-72-1	Hexachloroethane	<0.0500	0.0500	3	mg/L
<b>1319-77-3MP</b>	<b>m,p-Cresol</b>	<b>0.382</b>	<b>0.0500</b>	<b>200</b>	<b>mg/L</b>
98-95-3	Nitrobenzene	<0.0500	0.0500	2	mg/L
95-48-7	o-Cresol	<0.0500	0.0500	200	mg/L
87-86-5	Pentachlorophenol	<0.0500	0.0500	100	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595418</b>	Collect Date	05/04/2020 10:48	LAB ID	22005122203
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8270C (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:05	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
110-86-1	Pyridine	<0.0500	0.0500	5	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0	Nitrobenzene-d5	0.25	.209	mg/L	84	44 - 120
321-60-8	2-Fluorobiphenyl	0.25	.204	mg/L	82	44 - 119
1718-51-0	Terphenyl-d14	0.25	.268	mg/L	107	50 - 134
4165-62-2	Phenol-d5	0.50	.15	mg/L	30	10 - 120
367-12-4	2-Fluorophenol	0.50	.225	mg/L	45	19 - 119
118-79-6	2,4,6-Tribromophenol	0.50	.471	mg/L	94	43 - 140

#### EPA 1311/8081B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 11:00	683721	EPA 3510C	1	05/14/2020 19:13	TLS	683930

CAS#	Parameter	Result	LOQ	Reg Limit	Units
57-74-9	Chlordane (Technical)	<0.00250	0.00250	0.03	mg/L
72-20-8	Endrin	<0.00100	0.00100	0.02	mg/L
58-89-9	gamma-BHC (Lindane)	<0.000500	0.000500	0.40	mg/L
76-44-8	Heptachlor	<0.000500	0.000500	0.0080	mg/L
1024-57-3	Heptachlor epoxide	<0.000500	0.000500	0.0080	mg/L
72-43-5	Methoxychlor	<0.000500	0.000500	10	mg/L
8001-35-2	Toxaphene	<0.00250	0.00250	0.50	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
877-09-3	Tetrachloro-m-xylene	0.0050	.00448	mg/L	90	44 - 124
2051-24-3	Decachlorobiphenyl	0.0050	.00397	mg/L	79	30 - 139

#### EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A	1	05/21/2020 22:37	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)	<0.00500	0.00500	1	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595418</b>	Collect Date	05/04/2020 10:48	LAB ID	22005122203
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8151A (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	663896	EPA 1311/8151A (Continued)	1	05/21/2020 22:37	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
94-75-7	2,4-D	<0.00500	0.00500	10	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
19719-28-9	DCAA	0.02	.0096	mg/L	48	18 - 136

#### EPA 1311/6020B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 10:00	683661	EPA 3010A	10	05/20/2020 20:48	LWZ	684143

CAS#	Parameter	Result	LOQ	Reg Limit	Units
7440-33-2	Arsenic	<0.10	0.10	5	mg/L
7440-39-3	Barium	<0.10	0.10	100	mg/L
7440-43-9	Caesium	<0.10	0.10	1	mg/L
7440-47-3	Chromium	<0.10	0.10	5	mg/L
7439-92-1	Lead	<0.10	0.10	5	mg/L
7782-49-2	Selenium	<0.10	0.10	1	mg/L
7440-22-4	Silver	<0.10	0.10	5	mg/L

#### EPA 1311/7470A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 08:00	683665	EPA 7470A	1	05/14/2020 13:21	TJR	683706


CAS#	Parameter	Result	LOQ	Reg Limit	Units
7439-97-6	Mercury	<0.0020	0.0020	0.20	mg/L

# POLLUTION CONTROL SERVICES



Item 7.

## Report of Sample Analysis

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: Surface Water Plant 05042041 Matrix: Sludge Date/Time Taken: 05/04/2020 1140	PCS Sample #: 595419 Date/Time Received: 05/06/2020 13:40 Report Date: 05/27/2020 Approved by:  Chuck Wallgren, President

Page 1 of 1

Test Description	Result	Units	RL	Analysis Date/Time	Method	Analyst
TCLP-Full	See Attached					Pace Analytical Services - Dallas

**Quality Statement:** All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested  
 All data is reported on an "As Is" basis unless designated as "Dry WL"  
 RL = Reporting Limits



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595419</b>	<b>Collect Date</b>	05/04/2020 11:40	<b>LAB ID</b>	22005122204
	<b>Receive Date</b>	05/12/2020 09:42	<b>Matrix</b>	Solid

#### EPA 1311/8260B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/13/2020 14:30	683617	EPA 1311(TCLP)	100	05/15/2020 16:03	SMS	683802

CAS#	Parameter	Result	LOQ	Reg Limit	Units
75-35-4	1,1-Dichloroethene	<0.500	0.500	0.70	mg/L
107-06-2	1,2-Dichloroethane	<0.250	0.250	0.50	mg/L
78-93-3	2-Butanone	<0.500	0.500	200	mg/L
71-43-2	Benzene	<0.250	0.250	0.50	mg/L
56-23-5	Carbon tetrachloride	<0.250	0.250	0.50	mg/L
108-90-7	Chlorobenzene	<0.500	0.500	100	mg/L
67-66-3	Chloroform	<0.500	0.500	6	mg/L
127-18-4	Tetrachloroethene	<0.500	0.500	0.70	mg/L
79-01-6	Trichloroethene	<0.250	0.250	0.50	mg/L
75-01-4	Vinyl chloride	<0.100	0.100	0.20	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
460-00-4	4-Eromofluorobenzene	5	5.18	mg/L	104	62 - 130
1868-53-7	Dibromofluoromethane	5	4.97	mg/L	99	65 - 127
2037-26-5	Toluene d8	5	5.16	mg/L	103	71 - 134
17060-07-0	1,2-Dichloroethane-d4	5	4.9	mg/L	98	62 - 127

#### EPA 1311/8270C

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:21	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
106-46-7	1,4-Dichlorobenzene	<0.0500	0.0500	7.50	mg/L
95-95-4	2,4,5-Trichlorophenol	<0.0500	0.0500	400	mg/L
88-06-2	2,4,6-Trichlorophenol	<0.0500	0.0500	2	mg/L
121-14-2	2,4-Dinitrotoluene	<0.0100	0.0100	0.13	mg/L
1319-77-3	Cresols	<0.1000	0.1000	200	mg/L
118-74-1	Hexachlorobenzene	<0.0100	0.0100	0.13	mg/L
87-68-3	Hexachlorobutadiene	<0.0500	0.0500	0.50	mg/L
67-72-1	Hexachloroethane	<0.0500	0.0500	3	mg/L
1319-77-3MP	m,p-Cresol	<0.0500	0.0500	200	mg/L
98-95-3	Nitrobenzene	<0.0500	0.0500	2	mg/L
95-48-7	o-Cresol	<0.0500	0.0500	200	mg/L
87-86-5	Pentachlorophenol	<0.0500	0.0500	100	mg/L





Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Results

595419

Collect Date 05/04/2020 11:40

LAB ID 22005122204

Receive Date 05/12/2020 09:42

Matrix Solid

## EPA 1311/8270C (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:21	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units	
110-86-1	Pyridine	<0.0500	0.0500	5	mg/L	
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0	Nitrobenzene-d5	0.25	.207	mg/L	83	44 - 120
321-60-8	2-Fluorobiphenyl	0.25	.213	mg/L	85	44 - 119
1718-51-0	Terphenyl-d14	0.25	.247	mg/L	99	50 - 134
4165-62-2	Phenol-d5	0.50	.134	mg/L	27	10 - 120
367-12-4	2-Fluorophenol	0.50	.208	mg/L	42	19 - 119
118-79-6	2,4,6-Tribromophenol	0.50	.392	mg/L	78	43 - 140

## EPA 1311/8081B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 11:00	683721	EPA 3510C	1	05/14/2020 19:26	TLS	683930

CAS#	Parameter	Result	LOQ	Reg Limit	Units	
57-74-9	Chlordane (Technical)	<0.00250	0.00250	0.03	mg/L	
72-20-8	Endrin	<0.00100	0.00100	0.02	mg/L	
58-89-9	gamma-BHC (Lindane)	<0.000500	0.000500	0.40	mg/L	
76-44-8	Heptachlor	<0.000500	0.000500	0.0080	mg/L	
1024-57-3	Heptachlor epoxide	<0.000500	0.000500	0.0080	mg/L	
72-43-5	Methoxychlor	<0.000500	0.000500	10	mg/L	
8001-35-2	Toxaphene	<0.00250	0.00250	0.50	mg/L	
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
877-09-8	Tetrachloro-m-xylene	0.0050	.00453	mg/L	91	44 - 124
2051-24-3	Decachlorobiphenyl	0.0050	.00419	mg/L	84	30 - 139

## EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A	1	05/21/2020 22:58	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)	<0.00500	0.00500	1	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

Item 7.

### Sample Results

<b>595419</b>	Collect Date	05/04/2020 11:40	LAB ID	22005122204
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8151A (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A (Continued)	1	05/21/2020 22:58	MFS	684311
CAS#	Parameter		Result	LOQ	Reg Limit	Units
94-75-7	2,4-D		<0.00500	0.00500	10	mg/L
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
19719-28-9	DCAA	0.02	.00981	mg/L	49	18 - 136

#### EPA 1311/6020B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 10:00	683661	EPA 3010A	10	05/20/2020 20:52	LWZ	684143
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7440-38-2	Arsenic		<0.10	0.10	5	mg/L
7440-39-3	Barium		0.39	0.10	100	mg/L
7440-43-9	Cadmium		<0.10	0.10	1	mg/L
7440-47-3	Chromium		<0.10	0.10	5	mg/L
7439-92-1	Lead		<0.10	0.10	5	mg/L
7782-49-2	Selenium		<0.10	0.10	1	mg/L
7440-22-4	Silver		<0.10	0.10	5	mg/L

#### EPA 1311/7470A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 08:00	683665	EPA 7470A	1	05/14/2020 13:23	TJR	683706
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7439-97-6	Mercury		<0.0020	0.0020	0.20	mg/L

# POLLUTION CONTROL SERVICES



Item 7.

## Report of Sample Analysis

Client Information	Sample Information	Laboratory Information
Trish Soechting New Braunfels Utilities P.O. Box 310289 New Braunfels, TX 78131-0289	Project Name: Sample ID: GSTP Sludge 05052042 Matrix: Sludge Date/Time Taken: 05/05/2020 0945	PCS Sample #: 595420 Date/Time Received: 05/06/2020 13:40 Report Date: 05/27/2020 Approved by: Chuck Wallgren, President

Page 1 of 1

Test Description	Result	Units	RL	Analysis Date/Time	Method	Analyst
TCLP-Full	See Attached					Pace Analytical Services - Dallas

**Quality Statement:** All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAP unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request.

These analytical results relate only to the sample tested  
 All data is reported on an "As Is" basis unless designated as "Dry Wt"  
 RL = Reporting Limits

Web Site: [www.pcslab.net](http://www.pcslab.net)  
 e-mail: [chuck@pcslab.net](mailto:chuck@pcslab.net)

Toll Free 800-880-4616

1532 Universal City Blvd, Suite 100  
 Universal City, TX 78148-3318

210-340-0343

FAX # 210-658-7903

195



Report#: 220051222

Item 7.

Project ID: 75131341-595416

Report Date: 05/22/2020

### Sample Results

<b>595420</b>	Collect Date	05/05/2020 09:45	LAB ID	22005122205
	Receive Date	05/12/2020 09:42	Matrix	Solid

#### EPA 1311/8260B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/13/2020 14:30	683617	EPA 1311(TCLP)	100	05/15/2020 16:27	SMS	683802

CAS#	Parameter	Result	LOQ	Reg Limit	Units
75-35-4	1,1-Dichloroethene	<0.500	0.500	0.70	mg/L
107-06-2	1,2-Dichloroethane	<0.250	0.250	0.50	mg/L
78-93-3	2-Butanone	<0.500	0.500	200	mg/L
71-43-2	Benzene	<0.250	0.250	0.50	mg/L
56-23-5	Carbon tetrachloride	<0.250	0.250	0.50	mg/L
108-90-7	Chlorobenzene	<0.500	0.500	100	mg/L
67-66-3	Chloroform	<0.500	0.500	6	mg/L
127-18-4	Tetrachloroethene	<0.500	0.500	0.70	mg/L
79-01-6	Trichloroethene	<0.250	0.250	0.50	mg/L
75-01-4	Vinyl chloride	<0.100	0.100	0.20	mg/L

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
460-00-4	4-Eromofluorobenzene	5	5.26	mg/L	105	62 - 130
1868-53-7	Dibromofluoromethane	5	5.04	mg/L	101	65 - 127
2037-26-5	Toluene d8	5	5.09	mg/L	102	71 - 134
17060-07-0	1,2-Dichloroethane-d4	5	4.99	mg/L	100	62 - 127

#### EPA 1311/8270C

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:37	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units
106-46-7	1,4-Dichlorobenzene	<0.0500	0.0500	7.50	mg/L
95-95-4	2,4,5-Trichlorophenol	<0.0500	0.0500	400	mg/L
88-06-2	2,4,6-Trichlorophenol	<0.0500	0.0500	2	mg/L
121-14-2	2,4-Dinitrotoluene	<0.0100	0.0100	0.13	mg/L
<b>1319-77-3</b>	<b>Cresols</b>	<b>0.137</b>	<b>0.1000</b>	<b>200</b>	<b>mg/L</b>
118-74-1	Hexachlorobenzene	<0.0100	0.0100	0.13	mg/L
87-68-3	Hexachlorobutadiene	<0.0500	0.0500	0.50	mg/L
67-72-1	Hexachloroethane	<0.0500	0.0500	3	mg/L
<b>1319-77-3MP</b>	<b>m,p-Cresol</b>	<b>0.137</b>	<b>0.0500</b>	<b>200</b>	<b>mg/L</b>
98-95-3	Nitrobenzene	<0.0500	0.0500	2	mg/L
95-48-7	o-Cresol	<0.0500	0.0500	200	mg/L
87-86-5	Pentachlorophenol	<0.0500	0.0500	100	mg/L



Report#: 220051222

Item 7.

Project ID: 75131341-595416

Report Date: 05/22/2020

### Sample Results

<b>595420</b>	<b>Collect Date</b>	05/05/2020 09:45	<b>LAB ID</b>	22005122205
	<b>Receive Date</b>	05/12/2020 09:42	<b>Matrix</b>	Solid

#### EPA 1311/8270C (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/15/2020 06:30	683768	EPA 3510C	1	05/15/2020 17:37	DLB	683785

CAS#	Parameter	Result	LOQ	Reg Limit	Units	
110-86-1	Pyridine	<0.0500	0.0500	5	mg/L	
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
4165-60-0	Nitrobenzene-d5	0.25	.207	mg/L	83	44 - 120
321-60-8	2-Fluorobiphenyl	0.25	.21	mg/L	84	44 - 119
1718-51-0	Terphenyl-d14	0.25	.244	mg/L	98	50 - 134
4165-62-2	Phenol-d5	0.50	.138	mg/L	28	10 - 120
367-12-4	2-Fluorophenol	0.50	.211	mg/L	42	19 - 119
118-79-6	2,4,6-Tribromophenol	0.50	.407	mg/L	81	43 - 140

#### EPA 1311/8081B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 11:00	683721	EPA 3510C	1	05/14/2020 19:38	TLS	683930

CAS#	Parameter	Result	LOQ	Reg Limit	Units	
57-74-9	Chlordane (Technical)	<0.00250	0.00250	0.03	mg/L	
72-20-8	Endrin	<0.00100	0.00100	0.02	mg/L	
58-89-9	gamma-BHC (Lindane)	<0.000500	0.000500	0.40	mg/L	
76-44-8	Heptachlor	<0.000500	0.000500	0.0080	mg/L	
1024-57-3	Heptachlor epoxide	<0.000500	0.000500	0.0080	mg/L	
72-43-5	Methoxychlor	<0.000500	0.000500	10	mg/L	
8001-35-2	Toxaphene	<0.00250	0.00250	0.50	mg/L	
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
877-09-8	Tetrachloro-m-xylene	0.0050	.00461	mg/L	92	44 - 124
2051-24-3	Decachlorobiphenyl	0.0050	.0034	mg/L	68	30 - 139

#### EPA 1311/8151A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A	1	05/21/2020 23:18	MFS	684311

CAS#	Parameter	Result	LOQ	Reg Limit	Units
93-72-1	2,4,5-TP (Silvex)	<0.00500	0.00500	1	mg/L



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Results

<b>595420</b>	Collect Date 05/05/2020 09:45	LAB ID 22005122205
	Receive Date 05/12/2020 09:42	Matrix Solid

### EPA 1311/8151A (Continued)

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/18/2020 08:25	683896	EPA 1311/8151A (Continued)	1	05/21/2020 23:18	MFS	684311
CAS#	Parameter		Result	LOQ	Reg Limit	Units
94-75-7	2,4'-D		<0.00500	0.00500	10	mg/L
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
19719-28-9	DCAA	0.02	.012	mg/L	60	18 - 136

### EPA 1311/6020B

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 10:00	683661	EPA 3010A	10	05/20/2020 20:55	LWZ	684143
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7440-38-2	Arsenic		<0.10	0.10	5	mg/L
7440-39-3	Barium		<0.10	0.10	100	mg/L
7440-43-9	Cadmium		<0.10	0.10	1	mg/L
7440-47-3	Chromium		<0.10	0.10	5	mg/L
7439-92-1	Lead		<0.10	0.10	5	mg/L
7782-49-2	Selenium		<0.10	0.10	1	mg/L
7440-22-4	Silver		<0.10	0.10	5	mg/L

### EPA 1311/7470A

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
05/14/2020 08:00	683665	EPA 7470A	1	05/14/2020 13:25	TJR	683706
CAS#	Parameter		Result	LOQ	Reg Limit	Units
7439-97-6	Mercury		<0.0020	0.0020	0.20	mg/L

# POLLUTION CONTROL SERVICES

Chain of Custody Number Item 7.  
595416

## MULTIPLE SAMPLE ANALYSIS REQUEST AND CHAIN OF CUSTODY FORM

Stamp 1<sup>st</sup> sample and COC as same number

CUSTOMER INFORMATION				REPORT INFORMATION																	
Name: New Braunfels Utilities				Attention: Trish Soechting		Phone: (830) 608-8905		Fax: (830) 626-1361													
SAMPLE INFORMATION				Requested Analysis																	
Project Information:				Collected By: <u>L. KING</u>				Instructions/Comments:													
Report "Soils" <input type="checkbox"/> As Is <input type="checkbox"/> Dry Wt				Matrix								Container									
Client / Field Sample ID	Collected		Field Chlorine Residual mg/L	Composite or Grab	Matrix			Container			Preservative	Type	Number	Requested Analysis	Requested Analysis	Requested Analysis	Requested Analysis	Requested Analysis	Requested Analysis	Requested Analysis	
	Date	Time			DW-Drinking Water, NPW-Non-potable water, WW-Wastewater, LW-Liquid Waste	Other	P	G	O	H <sub>2</sub> SO <sub>4</sub>											HNO <sub>3</sub>
SK57P SLUDGE 05042038	Start: 5-4-20	Start: 0939		<input checked="" type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input checked="" type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE	TCLPF	X								PCS Sample Number <b>595416</b>
	End: —	End: —			<input checked="" type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>										
NK57P SLUDGE 05042039	Start: 5-4-20	Start: 0942		<input checked="" type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input checked="" type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE	X	X								PCS Sample Number <b>595417</b>
	End: —	End: —			<input checked="" type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>										
SM100KLFN21E 05042040	Start: 5-4-20	Start: 1048		<input checked="" type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input checked="" type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE	X	X								PCS Sample Number <b>595418</b>
	End: —	End: —			<input checked="" type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>										
SURFACE WATER PLANT 05042041	Start: 5-4-20	Start: 1140		<input checked="" type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input checked="" type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE	X	X								PCS Sample Number <b>595419</b>
	End: —	End: —			<input checked="" type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>										
G57P SLUDGE 05052042	Start: 5-5-20	Start: 0945		<input checked="" type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input checked="" type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE	X	X								PCS Sample Number <b>595420</b>
	End: —	End: —			<input checked="" type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>										
	Start:	Start:		<input type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE										PCS Sample Number <b>595421</b>
	End:	End:			<input type="checkbox"/> G	<input type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>										
	Start:	Start:		<input type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE										PCS Sample Number <b>595422</b>
	End:	End:			<input type="checkbox"/> G	<input type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>										
	Start:	Start:		<input type="checkbox"/> G	<input type="checkbox"/> DW <input type="checkbox"/> NPW	<input type="checkbox"/> P	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>	<input type="checkbox"/> HNO <sub>3</sub>	<input type="checkbox"/> H <sub>3</sub> PO <sub>4</sub>	<input type="checkbox"/> NaOH	<input type="checkbox"/> ICE										PCS Sample Number <b>595423</b>
	End:	End:			<input type="checkbox"/> G	<input type="checkbox"/> Sludge <input type="checkbox"/> LW	<input type="checkbox"/> Other	<input type="checkbox"/> P	<input type="checkbox"/> G	<input type="checkbox"/> O	<input type="checkbox"/> H <sub>2</sub> SO <sub>4</sub>										

Required Turnaround:  Routine (6-10 days)  EXPEDITE: (See Surcharge Schedule)  < 8 Hrs  < 16 Hrs  < 24 Hrs  5 days  Other Rush Charges Authorized by:

Sample Archive/Disposal:  Laboratory Standard  Hold for client pick up Container Type: P = Plastic, G = Glass, O = Other Carrier ID:

Relinquished By: <u>Fanny King</u>	Date: <u>5-6-20</u>	Time: <u>1300</u>	Received By: <u>J. Rossler</u>	Date: <u>5-6-20</u>	Time: <u>1250</u>
Relinquished By: <u>J. Rossler</u>	Date: <u>5-6-20</u>	Time: <u>1340</u>	Received By: <u>Journe Wally</u>	Date: <u>5-6-20</u>	Time: <u>1340</u>

Rev. Multiple Sample COC 20120201

1532 Universal City Blvd., Ste. 100, Universal City, Texas 78148  
 P (210) 340-0343 or (800) 880-4616 - F (210) 658-7903

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Login at [www.pcslab.net](http://www.pcslab.net)

TCLP/MLAP 1104704361-1X

LMW



May 26, 2020

Chuck Wallgren  
Pollution Control Services  
1532 Universal City Blvd. #100  
Universal City, TX 78148

RE: Project: 595416  
Pace Project No.: 75131341

Dear Chuck Wallgren:

Enclosed are the analytical results for sample(s) received by the laboratory on May 08, 2020. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Melissa McCullough  
melissa.mccullough@pacelabs.com  
(972)727-1123  
Project Manager

Enclosures

cc: Michael Klang, Pollution Control Services  
Office Manager



### REPORT OF LABORATORY ANALYSIS

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without the written consent of Pace Analytical Services, LLC




### SAMPLE SUMMARY

Project: 595416  
Pace Project No.: 75131341

Lab ID	Sample ID	Matrix	Date Collected	Date Received
75131341001	595416	Solid	05/04/20 09:39	05/08/20 09:30
75131341002	595417	Solid	05/04/20 09:42	05/08/20 09:30
75131341003	595418	Solid	05/04/20 10:48	05/08/20 09:30
75131341004	595419	Solid	05/04/20 11:40	05/08/20 09:30
75131341005	595420	Solid	05/05/20 09:45	05/08/20 09:30

### REPORT OF LABORATORY ANALYSIS

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without the written consent of Pace Analytical Services, LLC.

	Document Name: Sample Condition Upon Receipt	Document Revised: 01/03/20 Page 1 of 1
	Document No.: F-DAL-C-001-rev.12	Issuing Authority: Pace Dallas Quality Office

Sample Condition Upon Receipt

Dallas  Ft Worth  Corpus

WO#: 75131341



Client Name: PCS Project Work order: \_\_\_\_\_

Courier: FedEX  UPS  USPS  Client  LSO  PACE  Other: \_\_\_\_\_

Tracking #: 24012H9P

Custody Seal on Cooler/Box: Yes  No  Packing Material: Bubble Wrap/Bags  Foam  None  Other

Received on Ice: Yes  No  Type of Ice: Wet  Blue

Thermometer Used: IR-13 Cooler Temp °C: 0.5 (Recorded) 10.1 (Correction Factor) 0.6 (Actual)

Temperature should be above freezing to 6°C

Triage Person: N.O Date: 05/08/20

Chain of Custody relinquished	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Sampler name & signature on COC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Short HT analyses (<72 hrs)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Login Person: mg Date: 5-8-20

Sufficient Volume received	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Correct Container used	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Container Intact	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Sample pH Acceptable pH Strips: _____	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Residual Chlorine Present Cl Strips: _____	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Sulfide Present Lead Acetate Strips: _____	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Are soil samples (volatiles, TPH) received in 5035A Kits (not applicable to TCLP VOA or PST Program TPH)	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Unpreserved 5035A soil frozen within 48 hrs	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Headspace in VOA (>6mm)	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Project sampled in USDA Regulated Area: State Sampled: <u>TX</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Non-Conformance(s):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Labeling Person (if different than log-in): 5820 JM Date: 5-8-20  
58.00

# POLLUTION CONTROL SERVICES

1532 Universal City Blvd, Suite 100  
Universal City, TX 78148-3318  
Facsimile 210.658.7903  
210.340.0343

## CHAIN OF CUSTODY & SUBCONTRACT TRACKING SHEET

TO: Pace Analytical Services, Inc.  
400 W Bethany Rd, Ste 190  
Allen, TX 75013

Relinquished by: Emily Voges  
Date/Time: 5/7/2020  
Received by: Nhokha Chong / PFE  
Date/Time: 5/8/20 09:30

PCS#	Date	Time	Analysis Requested		Pres	T. A. T.
595416	05/04/2020	0939	TCLP-Full	-001	Ice	Std
595417	05/04/2020	0942	TCLP-Full	-002	Ice	Std
595418	05/04/2020	1048	TCLP-Full	-003	Ice	Std
595419	05/04/2020	1140	TCLP-Full	-004	Ice	Std
595420	05/05/2020	0945	TCLP-Full	-005	Ice	Std

**WO#: 75131341**  
PM: MLM      Due Date: 05/22/20  
CLIENT: PCS

Comments/Special Instructions:  
Project:

Unless otherwise requested, send results and invoice to:

Chuck Wallgren  
Pollution Control Services  
1532 Universal City Blvd, Suite 100  
Universal City, TX 78148-3318

Authorized by: [Signature] Date: 5/7/20



LELAP CERTIFICATE NUMBER: 01955  
DOD-ELAP ACCREDITATION NUMBER: 74960

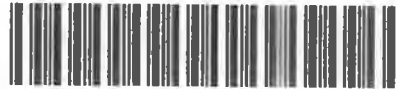
# ANALYTICAL RESULTS

## PERFORMED BY

Pace Analytical Gulf Coast  
7979 Innovation Park Dr.  
Baton Rouge, LA 70820  
(225) 769-4900

Report Date 05/22/2020

Report # 220051222



Project 75131341-595416

<i>Deliver To</i>	<i>Additional Recipients</i>
Melissa McCullough Pace Analytical Services, Inc. 400 West Bethany Drive Suite 190 Allen, TX 75013 (972) 727-1123	NONE





Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Laboratory Endorsement

Sample analysis was performed in accordance with approved methodologies provided by the Environmental Protection Agency or other recognized agencies. The samples and their corresponding extracts will be maintained for a period of 30 days unless otherwise arranged. Following this retention period the samples will be disposed in accordance with Pace Gulf Coast's Standard Operating Procedures.

### Common Abbreviations that may be Utilized in this Report

<b>ND</b>	Indicates the result was Not Detected at the specified reporting limit
<b>NO</b>	Indicates the sample did not ignite when preliminary test performed for EPA Method 1030
<b>DO</b>	Indicates the result was Diluted Out
<b>MI</b>	Indicates the result was subject to Matrix Interference
<b>TNTC</b>	Indicates the result was Too Numerous To Count
<b>SUBC</b>	Indicates the analysis was Sub-Contracted
<b>FLD</b>	Indicates the analysis was performed in the Field
<b>DL</b>	Detection Limit
<b>LOD</b>	Limit of Detection
<b>LOQ</b>	Limit of Quantitation
<b>RE</b>	Re-analysis
<b>CF</b>	HPLC or GC Confirmation
<b>00:01</b>	Reported as a time equivalent to 12:00 AM

### Reporting Flags that may be Utilized in this Report

<b>J or I</b>	Indicates the result is between the MDL and LOQ
<b>J</b>	DOD flag on analyte in the parent sample for MS/MSD outside acceptance criteria
<b>U</b>	Indicates the compound was analyzed for but not detected
<b>B or V</b>	Indicates the analyte was detected in the associated Method Blank
<b>Q</b>	Indicates a non-compliant QC Result (See Q Flag Application Report)
<b>*</b>	Indicates a non-compliant or not applicable QC recovery or RPD – see narrative
<b>E</b>	Organics - The result is estimated because it exceeded the instrument calibration range
<b>E</b>	Metals - % difference for the serial dilution is > 10%
<b>L</b>	Reporting Limits adjusted to meet risk-based limit.
<b>P</b>	RPD between primary and confirmation result is greater than 40
<b>DL</b>	Diluted analysis – when appended to Client Sample ID

Sample receipt at Pace Gulf Coast is documented through the attached chain of custody. In accordance with NELAC, this report shall be reproduced only in full and with the written permission of Pace Gulf Coast. The results contained within this report relate only to the samples reported. The documented results are presented within this report.

This report pertains only to the samples listed in the Report Sample Summary and should be retained as a permanent record thereof. The results contained within this report are intended for the use of the client. Any unauthorized use of the information contained in this report is prohibited.

I certify that this data package is in compliance with The NELAC Institute (TNI) Standard 2009 and terms and conditions of the contract and Statement of Work both technically and for completeness, for other than the conditions in the case narrative. Release of the data contained in this hardcopy data package and in the computer readable data submitted has been authorized by the Quality Assurance Manager or his/her designee, as verified by the following signature.

Estimated uncertainty of measurement is available upon request. This report is in compliance with the DOD QSM as specified in the contract if applicable.

Robyn Migues/Client Svcs Mgr

Authorized Signature  
Pace Gulf Coast Report 220051222



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Certifications

Certification	Certification Number
DOD ELAP	74960
Alabama	01955
Arkansas	88-0655
Colorado	01955
Delaware	01955
Florida	E87854
Georgia	01955
Hawaii	01955
Idaho	01955
Illinois	200048
Indiana	01955
Kansas	E-10354
Kentucky	95
Louisiana	01955
Maryland	01955
Massachusetts	01955
Michigan	01955
Mississippi	01955
Missouri	01955
Montana	N/A
Nebraska	01955
New Mexico	01955
North Carolina	618
North Dakota	R-195
Oklahoma	9403
South Carolina	73006001
South Dakota	01955
Tennessee	01955
Texas	T104704178
Vermont	01955
Virginia	460215
Washington	C929
USDA Soil Permit	P330-16-00234

**Report#:** 220051222**Project ID:** 75131341-595416**Report Date:** 05/22/2020

## Case Narrative

**Client:** Pace Analytical Services      **Report:** 220051222

Pace Analytical Gulf Coast received and analyzed the sample(s) listed on the Report Sample Summary page of this report. Receipt of the sample(s) is documented by the attached chain of custody. This applies only to the sample(s) listed in this report. No sample integrity or quality control exceptions were identified unless noted below.

**No anomalies were found for the analyzed sample(s).**



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## Sample Summary

LAB ID	Client ID	Matrix	Collect Date/Time	Receive Date/Time
22005122201	595416	Solid	05/04/2020 09:39	05/12/2020 09:42
22005122202	595417	Solid	05/04/2020 09:42	05/12/2020 09:42
22005122203	595418	Solid	05/04/2020 10:48	05/12/2020 09:42
22005122204	595419	Solid	05/04/2020 11:40	05/12/2020 09:42
22005122205	595420	Solid	05/05/2020 09:45	05/12/2020 09:42





Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

### GC/MS Volatiles QC Summary

Analytical Batch 683802		Client ID MB683802	LAB ID 2040607	LCS683802 2040608 LCS NA			LCSD683802 2040609 LCSD NA					
		Sample Type MB	Prep Date NA	Analysis Date 05/15/2020 12:08	05/15/2020 10:41			05/15/2020 11:02				
		Matrix Water	Water			Water						
EPA 1311/8260B		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
1,1-Dichloroethene	75-35-4	<0.00500	0.00500	0.050	0.054	108	69 - 129	0.050	0.053	105	3	30
1,2-Dichloroethane	107-06-2	<0.00250	0.00250	0.050	0.050	99	71 - 129	0.050	0.049	98	1	30
2-Butanone	78-93-3	<0.00500	0.00500	0.250	0.260	104	58 - 137	0.250	0.268	107	3	30
Benzene	71-43-2	<0.00250	0.00250	0.050	0.052	105	70 - 129	0.050	0.050	100	4	30
Carbon tetrachloride	56-23-5	<0.00250	0.00250	0.050	0.053	105	76 - 128	0.050	0.053	105	0	30
Chlorobenzene	108-90-7	<0.00500	0.00500	0.050	0.047	94	74 - 123	0.050	0.045	91	3	30
Chloroform	67-66-3	<0.00500	0.00500	0.050	0.052	103	75 - 122	0.050	0.050	99	4	30
Tetrachloroethene	127-18-4	<0.00500	0.00500	0.050	0.050	100	68 - 128	0.050	0.047	95	6	30
Trichloroethene	79-01-6	<0.00250	0.00250	0.050	0.049	98	76 - 129	0.050	0.048	96	2	30
Vinyl chloride	75-01-4	<0.00100	0.00100	0.050	0.046	91	68 - 132	0.050	0.047	94	3	30
<b>Surrogate</b>												
1,2-Dichloroethane-d4	17060-07-0	.0492	98	.05	.0474	95	62 - 127	.05	.05	100	NA	NA
4-Bromofluorobenzene	460-00-4	.0503	101	.05	.0509	102	62 - 130	.05	.0502	100	NA	NA
Dibromofluoromethane	1868-53-7	.0502	100	.05	.0501	100	65 - 127	.05	.0493	99	NA	NA
Toluene d8	2037-26-5	.0511	102	.05	.0495	99	71 - 134	.05	.0494	99	NA	NA



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## GC/MS Semi-Volatiles QC Summary

Analytical Batch		Client ID	LCS683768		LCS683768		LCS683768		LCS683768		LCS683768	
683869		LAB ID	2040399		2040400		2040401		2040401		2040401	
Prep Batch		Sample Type	MB		LCS		LCS		LCS		LCS	
683768		Prep Date	05/15/2020 06:30		05/15/2020 06:30		05/15/2020 06:30		05/15/2020 06:30		05/15/2020 06:30	
Prep Method		Analysis Date	05/18/2020 11:47		05/18/2020 12:15		05/18/2020 12:15		05/18/2020 12:15		05/18/2020 12:31	
EPA 3510C		Matrix	Water		Water		Water		Water		Water	
EPA 1311/8270C		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
1,4-Dichlorobenzene	106-46-7	<0.0500	0.0500	0.050	0.040	80	29 - 112	0.050	0.040	79	1	30
2,4,5-Trichlorophenol	95-95-4	<0.0500	0.0500	0.050	0.044	88	53 - 123	0.050	0.046	91	4	30
2,4,6-Trichlorophenol	88-06-2	<0.0500	0.0500	0.050	0.045	89	50 - 125	0.050	0.046	91	2	30
2,4-Dinitrotoluene	121-14-2	<0.0100	0.0100	0.050	0.053	106	57 - 128	0.050	0.054	107	1	30
Cresols	1319-77-3	<0.1000	0.1000	0.100	0.056	56	30 - 117	0.100	0.056	56	1	30
Hexachlorobenzene	118-74-1	<0.0100	0.0100	0.050	0.045	90	53 - 125	0.050	0.045	89	1	30
Hexachlorobutadiene	87-68-3	<0.0500	0.0500	0.050	0.039	77	22 - 124	0.050	0.039	77	0	30
Hexachloroethane	67-72-1	<0.0500	0.0500	0.050	0.038	75	21 - 115	0.050	0.038	75	0	30
m,p-Cresol	1319-77-3MP	<0.0500	0.0500	0.050	0.026	51	29 - 110	0.050	0.027	53	4	30
Nitrobenzene	98-95-3	<0.0500	0.0500	0.050	0.048	96	45 - 121	0.050	0.048	96	0	30
o-Cresol	95-48-7	<0.0500	0.0500	0.050	0.030	60	30 - 117	0.050	0.029	58	2	30
Pentachlorophenol	87-86-5	<0.0500	0.0500	0.050	0.041	83	35 - 138	0.050	0.040	81	2	30
Pyridine	110-86-1	<0.0500	0.0500	0.050	0.026	52	10 - 120	0.050	0.024	48	7	30
<b>Surrogate</b>												
2,4,6-Tribromophenol	118-79-6	.0977	98	.1	.0983	98	43 - 140	.1	.0996	100	NA	NA
2-Fluorobiphenyl	321-60-8	.0408	82	.05	.0441	88	44 - 119	.05	.0454	91	NA	NA
2-Fluorophenol	367-12-4	.0455	46	.1	.0418	42	19 - 119	.1	.0423	42	NA	NA
Nitrobenzene-d5	4165-60-0	.0449	90	.05	.0462	92	44 - 120	.05	.046	92	NA	NA
Phenol-d5	4165-62-2	.029	29	.1	.0253	25	10 - 120	.1	.0251	25	NA	NA
Terphenyl-d14	1718-51-0	.0636	127	.05	.0425	85	50 - 134	.05	.043	86	NA	NA



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22/2020

## GC Semi-Volatiles QC Summary

EPA 1311/8081B		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
Chlordane (Technical)	57-74-9	<0.000250	0.000250									
Endrin	72-20-8	<0.000100	0.000100	0.000500	0.000474	95	60 - 138	0.000500	0.000464	93	2	30
gamma-BHC (Lindane)	58-89-9	<0.0000500	0.0000500	0.000500	0.000544	109	59 - 134	0.000500	0.000527	105	3	30
Heptachlor	76-44-8	<0.0000500	0.0000500	0.000500	0.000444	89	54 - 130	0.000500	0.000427	85	4	30
Heptachlor epoxide	1024-57-3	<0.0000500	0.0000500	0.000500	0.000512	102	61 - 133	0.000500	0.000493	99	4	30
Methoxychlor	72-43-5	<0.0000500	0.0000500	0.000500	0.000467	93	54 - 145	0.000500	0.000460	92	2	30
Toxaphene	8001-35-2	<0.000250	0.000250									
Surrogate												
Decachlorobiphenyl	2051-24-3	.000525	105	.0005	.000365	73	30 - 139	.0005	0.000361	72	NA	NA
Tetrachloro-m-xylene	877-09-8	.000474	95	.0005	.000485	97	44 - 124	.0005	0.000471	94	NA	NA

EPA 1311/8151A		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
2,4,5-TP (Silvex)	93-72-1	<0.00500	0.00500	0.00100	0.00081	81	51 - 134	0.00100	0.00087	87	7	30
2,4'-D	94-75-7	<0.00500	0.00500	0.00099	0.00091	92	45 - 152	0.00099	0.00095	96	4	30
Surrogate												
DCAA	19719-28-9	.00129	65	.002	.0014	70	18 - 136	.002	0.00145	73	NA	NA



Report#: 220051222

Project ID: 75131341-595416

Report Date: 05/22,2020

## Inorganics QC Summary

<b>Analytical Batch</b> 683706	Client ID LAB ID	MB683665 2039906	LCS683665 2039908				
<b>Prep Batch</b> 683665	Sample Type	MB	LCS				
<b>Prep Method</b> EPA 7470A	Prep Date	05/14/2020 08:00	05/14/2020 08:00				
	Analysis Date	05/14/2020 12:36	05/14/2020 12:38				
	Matrix	Water	Water				
<b>EPA 1311/7470A</b>		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R
Mercury	7439-97-6	<0.0020	0.0020	0.0050	0.0056	113	80 - 120

<b>Analytical Batch</b> 683861	Client ID LAB ID	MB683661 2039895	LCS683661 2039897				
<b>Prep Batch</b> 683661	Sample Type	MB	LCS				
<b>Prep Method</b> EPA 3010A	Prep Date	05/14/2020 10:00	05/14/2020 10:00				
	Analysis Date	05/17/2020 14:05	05/17/2020 14:09				
	Matrix	Water	Water				
<b>EPA 1311/6020B</b>		Units Result	mg/L LOQ	Spike Added	Result	%R	Control Limits%R
Arsenic	7440-38-2	<0.0010	0.0010	0.050	0.052	104	80 - 120
Barium	7440-39-3	<0.0010	0.0010	0.050	0.052	105	80 - 120
Cadmium	7440-43-9	<0.0010	0.0010	0.050	0.052	104	80 - 120
Chromium	7440-47-3	<0.0010	0.0010	0.050	0.053	106	80 - 120
Lead	7439-92-1	<0.0010	0.0010	0.050	0.051	103	80 - 120
Selenium	7782-49-2	<0.0010	0.0010	0.010	0.010	102	80 - 120
Silver	7440-22-4	<0.0010	0.0010	0.050	0.053	105	80 - 120

Chain of Custody



Samples were sent directly to the Subcontracting Laboratory.

Cert. Needed:  Yes  No

Owner Received Date: 5/8/2020 Results Requested By: 5/22/2020

Workorder: 75131341 Workorder Name: 595416

Report To		Subcontract To		Requested Analysis									
Melissa McCullough Pace Analytical Dallas 400 West Bethany Drive Suite 190 Allen, TX 75013 Phone (972)727-1123		Pace Gulf Coast 10781 Coursey Blvd Baton Rouge, LA 70816											
FULL TCP													
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Rec'd	Preserved Containers				LAB USE ONLY		
1	595416	PS	5/4/2020 09:39	75131341001	Solid	1					X		
2	595417	PS	5/4/2020 09:42	75131341002	Solid	1					X		
3	595418	PS	5/4/2020 10:48	75131341003	Solid	1					X		
4	595419	PS	5/4/2020 11:40	75131341004	Solid	1					X		
5	595420	PS	5/5/2020 09:45	75131341005	Solid	1					X		
Transfers		Released By	Date/Time	Received By	Date/Time	Comments							
1		Melissa Pace	5/11/20 17:20	Feola	5/11/20 17:03	See attached list							
2		Feola	5-12-20 9:42	DOOLIN	5-12-20 9:42	184195123540 13' EDC							
3													
Cooler Temperature on Receipt		*C	Custody Seal Y or N		Received on Ice Y or N		Samples Intact Y or N						

\*\*\*In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document. This chain of custody is considered complete as is since this information is available in the owner laboratory.

Client ID: 4367 - Pace Analytical Services

SDG: 220051222

PM: DLH





# SAMPLE RECEIVING CHECKLIST



Item 7.

SAMPLE DELIVERY GROUP 220051222			CHECKLIST	
Client		Transport Method	YES	NO
PM DLH 4367 - Pace Analytical Services		FEDEX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Profile Number 281949		Received By McCune, Dodie N.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Line Item(s) 3 - Solid		Receive Date(s) 05/12/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input checked="" type="checkbox"/>
COOLERS			DISCREPANCIES	LAB PRESERVATIONS
Airbill	Thermometer ID:	Temp °C	None	None
184195123540	E26	1.3		
NOTES				

Revision 1.6

Pace Gulf Coast Report#: 220051222

Page 1 of 1  
Page 31 of 31  
Page 27 of 27

# Pollution Control Services

Item 7.

## Sample Log-In Checklist

PCS Sample No(s) 595416 595420 COC No. 595416  
Client/Company Name: NBU Checklist Completed by: LMW

### Sample Delivery to Lab Via:

Client Drop Off  Commercial Carrier: Bus  UPS  Lone Star  FedEx  USPS   
PCS Field Services: Collection/Pick Up  Other:

### Sample Kit/Coolers

Sample Kit/Cooler? Yes  No  Sample Kit/Cooler: Intact? Yes  No   
Custody Seals on Sample Kit/Cooler: Not Present  If Present, Intact  Broken   
Sample Containers Intact; Unbroken and Not Leaking? Yes  No   
Custody Seals on Sample Bottles: Not Present  If Present, Intact  Broken   
COC Present with Shipment or Delivery or Completed at Drop Off? Yes  No   
Has COC sample date/time and other pertinent information been provided by client/sampler? Yes  No   
Has COC been properly Signed when Received/Relinquished? Yes  No   
Does COC agree with Sample Bottle Information, Bottle Types, Preservation, etc.? Yes  No   
All Samples Received before Hold Time Expiration? Yes  No   
Sufficient Sample Volumes for Analysis Requested? Yes  No   
Zero Headspace in VOA Vial if Present? Yes  No

### Sample Preservation:

\* Cooling: Not Required  or Required   
If cooling required, record temperature of submitted samples Observed/Corrected 8 / 10 °C  
Is Ice Present in Sample Kit/Cooler?  Yes  No Samples received same day as collected?  Yes  No  
Lab Thermometer Make and Serial Number: Vaughan 1807009583 Other:

Acid Preserved Sample - If present, is pH <2? Yes  No  \*\*  H<sub>2</sub>SO<sub>4</sub>  HNO<sub>3</sub>  H<sub>3</sub>PO<sub>4</sub>  
Base Preserved Sample - If present, is pH >12? Yes  No   NaOH  
Other Preservation:  If Present, Meets Requirements? Yes  No   
Sample Preservations Checked by:  Date  Time   
pH paper used to check sample preservation (PCS log #):  (HEM pH checked at analysis).  
Samples Preserved/Adjusted by Lab:

Lab #	Parameters Preserved	Preservative Used	Log #
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adjusted by Tech/Analyst:  Date:  Time:

### Client Notification/ Documentation for "No" Responses Above/ Discrepancies/ Revision Comments

Person Notified:  Contacted by:   
Notified Date:  Time:   
Method of Contact: At Drop Off:  Phone  Left Voice Mail  E-Mail  Fax   
Unable to Contact  Authorized Laboratory to Proceed:  (Lab Director)  
Regarding / Comments:

Actions taken to correct problems/discrepancies:

Receiving qualifier needed (requires client notification above) Temp.  Holding Time  Initials:   
Receiving qualifier entered into LIMS at login Initial/Date:

Revision Comments:

\* Samples submitted for Metals Analysis (except Hex Cr) or Drinking Water for Coliform Bacteria Only are not required to be iced. Samples collected prior day to receipt at the laboratory must meet method specific thermal cooling requirements, "or will be flagged accordingly". Samples delivered the same day as collected may not meet thermal criteria, but shall be considered acceptable if evidence that the chilling process has begun, such as arrival on ice (EPA 815-F-08-006, June 2008). \*\* Water samples for metals analysis that are not acid preserved prior to shipment may be acceptably preserved by the laboratory on receipt - however, the sample digestion procedure must be delayed for at least 24 hours after preservation by the laboratory.

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
(BIOSOLIDS AND DEBRIS DISPOSAL SERVICES)**

This **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **RESIDUALS TRANSPORT CORPORATION**, a Texas corporation (the “Professional”).

**RECITALS**

WHEREAS, NBU and the Professional entered into the Professional Services Agreement dated July 12, 2021 (the “Agreement”), to provide biosolids and debris disposal services (the “Services”) for NBU’s water and wastewater treatment facilities;

WHEREAS, due to increased costs for fuel, capital equipment, and insurance, the Professional has increased its rates and desires to adjust the not to exceed compensation amounts of the Agreement for the third, fourth, and fifth terms as follows:

Term	Original Not To Exceed Compensation	Adjusted Not To Exceed Compensation
Third	\$942,485	\$1,017,883
Fourth	\$989,458	\$1,068,614
Fifth	\$1,038,732	\$1,121,830

WHEREAS, the Professional requests to include the small box transfer rate in the compensation section of the Agreement as it was included in the proposal and the solicitation but was inadvertently not included in the Agreement;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional desire to amend the Agreement to (i) increase the annual compensation for the third, fourth, and fifth terms of the Agreement and (ii) add the fee related to the small box transfers;

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

**AGREEMENT**

Section 1. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced by Exhibit B to this First Amendment as of the effective date of this First Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.



Section 3. Entire Agreement. This First Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

*(The remainder of this page is intentionally left blank.)*

IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this First Amendment on this the \_\_\_ day of \_\_\_, 2023.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim CEO

**THE PROFESSIONAL:**

**RESIDUALS TRANSPORT CORPORATION,**  
a Texas corporation

By: Charles Hooker  
Name: CHARLES HOOKER  
Title: PRESIDENT

## Exhibit B

## Compensation

NBU shall pay the Professional for the Services under this Agreement a total compensation not to exceed \$858,000 for the initial one-year term, \$897,700 for the second one-year term, \$1,017,883 for the third one-year term, \$1,068,614 for the fourth one-year term, and \$1,121,830 for the fifth one-year term, for a total amount not to exceed \$4,964,027 for the duration of the Agreement.

## Services

NBU shall pay the Professional a fuel surcharge in accordance with the chart below:

<b>Fuel Price</b>	<b>Surcharge</b>	<b>End Dump Load</b>	<b>Roll off container</b>	<b>Small Box Transfer **(not subject to fuel price surcharge) **</b>
\$3.73 and below	None	\$1,242	\$896	\$216
\$3.76 - \$4.00	\$10/Load	\$1,252	\$906	NO CHARGE
\$4.01-\$4.25	\$15/Load	\$1,257	\$911	NO CHARGE
\$4.26-\$4.50	\$20/Load	\$1,262	\$916	NO CHARGE
\$4.51-\$4.75	\$25/Load	\$1,267	\$921	NO CHARGE

If the Professional assesses any fuel charges pursuant to this Exhibit, these charges shall be included and not in addition to the not to exceed amounts specified herein.



sealed proposals, and (xv) review project and documents with the City to address new criteria and permitting instructions (“New Services”).

NBU and the Professional desire to amend the Contract to (i) add New Services, (ii) authorize additional compensation for the New Services, and (iii) extend the completion time to September 30, 2025.

## **FINANCIAL IMPACT**

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The total financial impact of the First Amendment is \$161,500. The total contract amount for the Contract and the First Amendment with the Professional for the Project is \$506,500. The Project is budgeted within the fiscal year 2023 through fiscal year 2025 NBU Board approved Capital Improvement Projects Budget as NBU Backup Operations Center.

## **LINK TO STRATEGIC PLAN**

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### **Infrastructure and Technology**

### **Safety and Security**

## **EXHIBITS**

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1. AIA Amendment to the to the Professional Services Agreement with R.E. Lamb


**AIA® Document G802® – 2017**
***Amendment to the Professional Services Agreement***

<b>PROJECT:</b> <i>(name and address)</i> New Braunfels Utilities Backup Operations Center	<b>AGREEMENT INFORMATION:</b> Date: 11/29/21	<b>AMENDMENT INFORMATION:</b> Amendment Number: 001 Date: 6/16/23
<b>OWNER:</b> <i>(name and address)</i> New Braunfels Utilities 355 FM 306, New Braunfels, TX 78130	<b>ARCHITECT:</b> <i>(name and address)</i> Robert E. Lamb, Inc. 955 Madison Ave, Norristown, PA 19403	

The Owner and Architect amend the Agreement as follows:

Change of building envelope from pre-engineered structure to masonry construction.

Design of structural steel building frame.

Redesign of foundations based on new steel layout and building weight.

Redesign of building envelope from metal panel to CMU.

New roof design.

Adjustment of penetrations and wall details required for interface with CMU walls.

Change of fence type from palisade-style to concrete panel-style, including fencing foundations and framing design.

Change of temporary bunk room to permanent dormitory, per IBC. Change wall details, ventilation requirements, and fire alarm system to accommodate.

Add secondary communications conduit line from Tulip Lane.

Modify data and communications box locations.

Change primary electrical feed location to Gruene Road and coordinate electrical/site design for new ductbank.

Retain Combs Consulting Group to provide technology and security system design. Amend base design drawings to accommodate these changes.

Address configuration of site drives, dumpster location, and Tulip Lane gate to improve solid truck circulation.

Re-engage design team to finalize design documents and prepare for advertising for competitive sealed proposals.

Review project and documents with the City to address new criteria and permitting instructions.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Architect's compensation for additional design services, preparation of revised drawings and specifications, and additional construction phase services, shall increase \$161,500, with the new total compensation of \$506,500.

**Schedule Adjustment:**

Estimated completion of construction documents and competitive sealed proposal documents: September 30, 2023

Estimated completion of project: September 30, 2025

**SIGNATURES:**

Robert E. Lamb, Inc.

**ARCHITECT** *(Firm name)*

New Braunfels Utilities

**OWNER** *(Firm name)*



SIGNATURE

Daniel J. Sterchak, President

PRINTED NAME AND TITLE

6/16/23

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Robert E. Lamb, Inc. Box 133 Valley Forge, PA 19481 Tel: 610-666-9200 Fax: 610-666-6040 *Planning Design Construction*

~~June 16, 2023~~ Revised August 21, 2023

New Braunfels Utilities Project Team

RE: Backup Operations Center (BOC) Project

Dear NBU Project Team,

Robert E. Lamb, Inc. is pleased to present this change order proposal for additional Design Services required to address modifications to and completion of the Backup Operations Center (BOC) Construction Documents (drawings and specifications), as well as continuing services for this project through the Construction Phase.

Lamb has prepared a set of Construction Documents suitable for permit and subcontractor use for this project. NBU has requested scope changes and additional items to be included in the Construction Document package. These changes include:

- Change of building envelope from pre-engineered structure to masonry construction.
- Design of structural steel building frame.
- Redesign of foundations based on new steel layout and building weight.
- Redesign of building envelope from metal panel to CMU.
- New roof design.
- Adjustment of penetrations and wall details required for interface with CMU walls.
- Change of fence type from palisade-style to concrete panel-style, including fencing foundations and framing design.
- Change of temporary bunk room to permanent dormitory, per IBC. Change wall details, ventilation requirements, and fire alarm system to accommodate.
- Add secondary communications conduit line from Tulip Lane.
- Modify data and communications box locations.



- Change primary electrical feed location to Gruene Road and coordinate electrical/site design for new ductbank.
- Retain Combs Consulting Group to provide technology and security system design. Amend base design drawings to accommodate these changes.
- Address configuration of site drives, dumpster location, and Tulip Lane gate to improve solid truck circulation.
- Re-engage design team to finalize design documents and prepare for advertising for competitive sealed proposals.
- Review project and documents with the City to address new criteria and permitting instructions.

PROJECT BUDGET AND DELIVERY

Lamb will provide the additional Design Services described above for the not-to-exceed budget of \$161,500, based on the AIA B101-2017 as modified and entered into between the parties on October 16, 2020. The services will be billed pursuant to the rates attached hereto. This change brings our total contract value to \$506,500.

We look forward to continuing our work with the NBU Team on this project. Please feel free to contact me with any questions regarding Lamb's capabilities or this proposal at 610-666-9200, ext. 225 or at [dsterchak@relamb.com](mailto:dsterchak@relamb.com).

Sincerely,



Daniel J. Sterchak

President

**ROBERT E. LAMB, INC.**  
**Standard Conditions for Engagement**  
**And Compensation for Services**  
**BILLING RATES**

<u>Classification</u>	<u>Rate/Hour</u>
Managing Engineer/Architect	\$215
Facilities Planner/Project Manager	\$195
Senior Project Engineer/Architect	\$170
Project Engineer/Architect	\$165
Field Superintendent	\$150
Senior Design Engineer/Architect	\$150
Design Engineer/Architect	\$135
Designers	\$130
Designer/Draftsperson	\$115
Draftsperson/CAD	\$110
Clerical	\$ 90

Travel, food, and lodging as required in the interest of the work will be charged as follows:

Travel by public carrier and rental cars - actual cost.

Automobile expenses – Current mileage reimbursement rate established by the Internal Revenue Service plus tolls and parking charges.

Food and lodging expenses - actual cost.

Reproduction of drawings and specifications - at standard rates.

Outside consultants, where required - at 1.10 times cost.

*Invoices will be submitted monthly for services performed during the prior month.*

*Payment terms are net 30 days.*

January 3, 2023



**LINK TO STRATEGIC PLAN**

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**Infrastructure and Technology**

**EXHIBITS**

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- 1. Construction Contract Agreement with Power Standard, LLC
- 2. Letter of Recommendation from Schneider Engineering, LLC
- 3. Bid Tab (RFB 23-0012)

Bid Tab (RFB 23-0012)		
1	Power Standard, LLC	\$1,653,270.00
2	Lambda Construction, Ltd.	\$2,157,112.79

**THIS AGREEMENT** (the “Agreement” or the “Contract”) is between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), **POWER STANDARD, LLC**, a Delaware limited liability company authorized to transact business in the State of Texas (the “Contractor”).

NBU and the Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

**1.01** The Contractor shall complete all Work as specified or indicated in the Contract Documents as listed below:

- Contract Agreement and the related Exhibits;**
- Standard General Conditions of the Contract;**
- Special Conditions;**
- Payment Bond;**
- Performance Bond;**
- Comal Substation Underground Feeder Exits Design Drawings produced by Schneider Engineering dated January 29, 2023;**
- Comal Substation Electrical and Structural Design Drawings produced by Schneider Engineering dated February 17, 2023;**
- Comal Substation Relay and Control Design Drawings produced by Schneider Engineering dated February 17, 2023;**
- Freiheit Substation Electrical and Structural Design Drawings produced by Schneider Engineering dated May 1, 2023;**
- Freiheit Substation Relay and Control Design Drawings produced by Schneider Engineering dated May 1, 2023; and**
- Technical Specifications and General Requirements produced by Schneider Engineering dated May 9, 2023.**

**1.02** The Work is generally described as follows:

**The Project is anticipated to include some or all of the following items within its scope: (i) electrical; (ii) structural; (iii) relay; (iv) control; and (v) all other appurtenances necessary to complete the Project.**

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Comal CO14 and Freiheit FR22 Breaker Additions**

**ARTICLE 3 - ENGINEER**

**3.01** The Project has been designed by:

**J. Greg Grusendorf, P.E.**  
**Schneider Engineering**  
**191 Menger Springs Parkway,**  
**Boerne, Texas 78006**  
**830-249-3887**

(the “Engineer”), who is to act as NBU’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

**4.01** *Time of the Essence*

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**4.02** *Days to Achieve Substantial Completion and Final Payment*

A. The Work shall be substantially complete within **two hundred and sixty (260) calendar days from the Notice to Proceed date** and ready for final payment in accordance with Section 14.07 of the General Conditions within 30 calendar days after the substantially complete date.

**4.03** *Damages*

A. The Contractor shall achieve Substantial Completion of the entire Work within **two hundred and sixty (260) calendar days from the Notice to Proceed date**, subject to and adjustments of the Contract Time as provided in the Contract Documents and Change Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between NBU and the Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a material breach of this Agreement.

B. Should the Contractor default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, NBU may withhold, deduct, or recover from the Contractor all costs and damages for compensable delay caused by the Contractor from the Contract Price. Such costs shall include any professional or consultant’s fees (including but not limited to fees for attorneys, architects, engineers, and construction managers), and all other costs, expenses, and damages actually incurred by NBU as a result of such delay. NBU’s delay damages may be incidental to and not directly associated with the Project.

C. Timely final completion is an essential condition of this Agreement. The Contractor agrees to achieve final completion of the Work within 30 days of the designated or extended Substantial Completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

**4.04** *Special Damages*

A. In addition to damages for delay addressed in Section 4.03, the Contractor shall reimburse NBU for (i) any fines or penalties imposed on NBU as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times and (ii) the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative services needed after the time specified in Section 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, the Contractor shall reimburse NBU for the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative services needed after the time specified in Section 4.02 for Work to be completed and

ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The remedies contained in this Article 4 are not exclusive and shall be cumulative to other remedies provided to NBU in the event of default or breach by the Contractor.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** NBU shall pay the Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor’s Bid Form, attached hereto as Exhibit B.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01** *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

**6.02** *Progress Payments; Retainage*

- A. NBU shall make progress payments on account of the Contract Price on the basis of the Contractor’s Applications for Payment within 30 days of NBU’s acceptance of the payment application:
  - 1. Prior to Substantial Completion, NBU shall make progress payments in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or NBU may withhold, including but not limited to damages, in accordance with Section 14.02 of the General Conditions:
    - a. 95% (percent) of Work completed.
    - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

**6.03** *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, NBU shall pay the remainder of the Contract Price, including any retainage held, as recommended by the Engineer as provided in said Section 14.07 of the General Conditions.

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS**

**7.01** To induce NBU to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect cost, progress, or

performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. The Contractor is aware of the general nature of work to be performed by NBU and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - MISCELLANEOUS**

**8.01**    *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions of the Contract.

**8.02**    *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.

**8.03**    *Successors and Assigns*

- A. NBU and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**8.04**    *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon NBU and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



**8.05** *Governing Law*

- A. The Contract shall be governed by the law of the State of Texas without regard to its conflict of law principles.

**8.06** *Venue*

- A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and NBU agree that exclusive and mandatory venue for any legal action related to this Agreement shall be in the District Courts of Comal County, Texas.

**8.07** *Prohibition on Contracts with Companies Boycotting Israel*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.08** *Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited*

- A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

- B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.09** *Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia*

- A. If the Contractor is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Contractor represents the following:
  - 1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:

- a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or
  - b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.
- B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

**8.10** *Prohibition on Contracts with Companies Boycotting Energy Companies*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.11** *Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.12** *Texas Public Information Act*

- A. The Contractor recognizes that this Project is publicly owned, and NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to NBU, to cooperate with NBU for

any particular needs or obligations arising out of NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to NBU’s audit rights.

- B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.
- C. The Contractor must
  - 1. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement;
  - 2. promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Contractor on request of NBU; and
  - 3. on completion of the Agreement, either:
    - a. provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
    - b. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**8.13**    *Electronic Signatures*

- A. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

**ARTICLE 9 - INSURANCE**

**9.01**    *Evidence of the Contractor’s Insurance*

Before any Work at the Site may commence, Contractor shall deliver to NBU the certificates of insurance and policy endorsements pages for all insurance policies required to be provided by the Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement.

**Exhibit A – Insurance Rider**

**Exhibit B – Contractor’s Bid Form**

**Bidding Requirements, Contracts Forms & Conditions of the Contract**  
**CONTRACT AGREEMENT**

Item 9.

IN WITNESS WHEREOF, NBU and the Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to NBU and the Contractor. All portions of the Contract Documents have been signed or identified by NBU and the Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

NBU:

**NEW BRAUNFELS UTILITIES**, a Texas  
municipally owned utility

By: \_\_\_\_\_

Printed Name: Ryan Kelso

Title: Interim Chief Executive Officer

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If NBU is a corporation, attached evidence of authority to sign. If NBU is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of NBU-Contractor Agreement.)

CONTRACTOR:

**POWER STANDARD, LLC**,  
a Delaware limited liability company authorized to  
transact business in the State of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(Where Applicable)

Agent for service or process:

\_\_\_\_\_  
(If the Contractor is a corporation or a partnership,  
attach evidence or authority to sign.)

**END OF DOCUMENT**

**Exhibit A to Contract Agreement**  
**Owner’s Insurance Requirements of Contractor**

**1. Specific Insurance Requirements**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

<b>Insurance</b>	<b>Coverage/Limits</b>	<b>Other Requirements</b>
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Occurrence</li> <li>▪ \$2,000,000 General Aggregate</li> <li>▪ \$2,000,000 Products/Completed Operations Aggregate</li> <li>▪ \$1,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s) General Aggregate Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties’ insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers’ compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer’s Liability exclusion or deleting exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> <li>○ Any “Insured vs. Insured” exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul> </li> </ul>
Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> <li>▪ \$1,000,000 Combined Single Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned</li> </ul>
Workers’	Amounts of coverage shall be no less than:	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed</li> </ul>

**CONTRACT AGREEMENT**

<p>Compensation and Employer's Liability</p>	<ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer endorsement</li> </ul>	<p>must listed under Item 3.A. on the Information Page</p> <ul style="list-style-type: none"> <li>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
<p>Excess Liability (Occurrence Basis)</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$5,000,000 Each Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coverage shall "follow form" over underlying policies listed herein.</li> </ul>
<p>Professional Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ <del>\$1,000,000 Each Claim</del></li> <li>▪ <del>\$2,000,000 Annual Aggregate</del></li> <li>▪ <del>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li>▪ <del>Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services.</del></li> <li>▪ <del>Policies written on a Claims Made basis shall be maintained for at least two years beyond termination of the Agreement.</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</del></li> <li>▪ <del>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li>○ <del>bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors</del></li> <li>○ <del>habitational or residential operations</del></li> <li>○ <del>mold and/or microbial matter and/or fungus and/or biological substance</del></li> </ul> </li> <li>▪ <del>Any retroactive date must be effective prior to beginning of services for the Owner.</del></li> <li>▪ <del>Policies written on a Claims Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Contractor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</del></li> </ul>

**CONTRACT AGREEMENT**

<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ <del>\$1,000,000 Each Claim</del></li> <li>▪ <del>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li>▪ <del>The policy must provide coverage for:</del> <ul style="list-style-type: none"> <li>○ <del>the full scope of the named insured's operations (on going and completed) as described within the scope of work for this Agreement</del></li> <li>○ <del>loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</del></li> <li>○ <del>third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</del></li> <li>○ <del>diminution of value and Natural Resources damages</del></li> <li>○ <del>contractual liability</del></li> <li>○ <del>claims arising from non-owned disposal sites utilized in the performance of this Agreement.</del></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</del></li> <li>▪ <del>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li>○ <del>Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</del></li> <li>○ <del>impaired property that has not been physically injured</del></li> <li>○ <del>materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</del></li> <li>○ <del>property damage to the work performed by the contractor</del></li> <li>○ <del>faulty workmanship as it relates to clean up costs</del></li> <li>○ <del>work performed by subcontractors</del></li> </ul> </li> <li>▪ <del>If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</del></li> <li>▪ <del>The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</del></li> <li>▪ <del>Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</del></li> </ul>
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ <del>Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</del></li> <li>▪ <del>Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed value basis, and shall be primary to any other insurance coverage available to the named insured</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</del></li> <li>▪ <del>Such insurance shall cover:</del> <ul style="list-style-type: none"> <li>○ <del>all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes</del></li> </ul> </li> </ul>



**CONTRACT AGREEMENT**

<p>parties, with that other insurance being excess, secondary and non-contributing.</p> <ul style="list-style-type: none"> <li>• <del>The policy must provide coverage for:</del></li> <li>○ Agreed Value <span style="float: right;">Included</span></li> <li>○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse <span style="float: right;">Included</span></li> <li>○ Debris removal additional limit <span style="float: right;">\$1,000,000</span></li> <li>○ Earthquake and Earthquake Sprinkler Leakage <span style="float: right;">\$5,000,000</span></li> <li>○ Flood <span style="float: right;">Included</span></li> <li>○ Freezing <span style="float: right;">Included</span></li> <li>○ Mechanical breakdown including hot &amp; cold testing <span style="float: right;">\$1,000,000</span></li> <li>○ Ordinance or law <span style="float: right;">\$ 25,000</span></li> <li>○ Pollutant clean-up and removal <span style="float: right;">Included</span></li> <li>○ Preservation of property <span style="float: right;">Included</span></li> <li>○ Theft <span style="float: right;">\$10,000</span></li> <li>• <del>Deductible shall not exceed</del></li> <li>○ All Risks of Direct Damage, Per Occurrence, except <span style="float: right;">2% subject to \$50,000 minimum</span></li> <li>○ Named Storm <span style="float: right;">\$100,000</span></li> <li>○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence <span style="float: right;">\$100,000</span></li> <li>○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V</li> </ul>	<p>and wiring, excavations, grading, backfilling or filling;</p> <ul style="list-style-type: none"> <li>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>○ all property including materials and supplies on site for installation;</li> <li>○ all property including materials and supplies at other locations but intended for use at the site;</li> <li>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</li> <li>• <del>No protective safeguard warranty shall be permitted.</del></li> <li>• <del>The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of:</del> <ul style="list-style-type: none"> <li>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</li> <li>○ occupancy, in whole or in part;</li> <li>○ the date on which release of substantial completion is executed; or</li> <li>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> </ul> </li> <li>• <del>A waiver of subrogation provision shall be provided in favor of all insureds listed above.</del></li> </ul>
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**2. General Insurance Requirements**

**A. Definitions. For purposes of this Agreement:**

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.

- iii. "Owner Parties" means (a) New Braunfels Utilities (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

**B. Policies.**

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
  - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

**C. Limits, Deductibles and Retentions**

- i. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

**D. Evidence of Insurance.**

The Contractor shall furnish evidence of insurance to NBU that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
  - a. Owner as certificate holder at Owner's mailing address;
  - b. Insured's name, which must match that on this Agreement;

- c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of Owner Parties;
  - f. Amount of any deductible or self-insured retention in excess of \$25,000;
  - g. Designated Construction Project(s) General Aggregate Limit;
  - h. Primary and non-contributory status;
  - i. Waivers of subrogation; and
  - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
- a. General Liability Additional insured endorsement(s);
  - b. General Liability Schedule of Forms and Endorsements page(s); and
  - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

**E. Contractor Insurance Representations to Owner Parties**

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner's exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

**F. Insurance Requirements of Contractor's Subcontractors**

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly

**CONTRACT AGREEMENT**

agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**G. Use of the Owners Equipment**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

**H. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

**Exhibit B – Contractor’s Bid Form**

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 9.

New Braunfels Utilities  
355 FM 306  
New Braunfels, TX 78130

**PROJECT:** Comal CO-14 and Freiheit FR-22 Breaker Additions

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with New Braunfels Utilities (“NBU”) in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Request for Bid/Proposal, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to RFB: evaluation for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other Documents required by the Bidding Requirements within ten (10) days after the date of NBU’s Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) BIDDER has examined copies of all the Bidding Documents and of all addenda.
  - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
  - c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface of physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of Work as BIDDER considers necessary for the performance or finishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.02 of the Standard General Conditions of the Contract; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
  - d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumed responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.04 of the Standard General Conditions of the Contract.
  - e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by BIDDER.
  - g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has no solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over NBU.

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 9.

4. BIDDER will complete the Work for the following prices:

**NEW BRAUNFELS UTILITIES  
COMAL CO-14 BREAKER ADDITION  
UNIT PROPOSAL**

<b>GROUP A: STRUCTURES</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
A1.1	A-FRAME STRUCTURE; MEDIUM VOLTAGE	1	EA	\$5,322	\$7,343	\$12,665	\$12,665
A1.2	LATTICE UPPER TRUSS; A-FRAME, MEDIUM VOLTAGE	1	EA	\$5,322	\$7,343	\$12,665	\$12,665
A1.3	LATTICE LOWER TRUSS; A-FRAME, MEDIUM VOLTAGE	2	EA	\$2,661	\$3,672	\$6,333	\$12,666
A1.3a	INSULATOR MOUNT; LOWER TRUSS, MEDIUM VOLTAGE	3	EA	\$1,774	\$2,448	\$4,222	\$12,666
A6.1	BUS, PIPE; SINGLE PHASE, MEDIUM VOLTAGE	1	LOT	\$5,322	\$7,343	\$12,665	\$12,665
A6.2	BUS, WIRE; SINGLE PHASE, MEDIUM VOLTAGE	1	LOT	\$5,322	\$7,343	\$12,665	\$12,665
A6.3	BUS, ANGLE; SINGLE PHASE, MEDIUM VOLTAGE	1	LOT	\$5,322	\$7,343	\$12,665	\$12,665
A8.4	RISER, UNDERGROUND, MEDIUM VOLTAGE	1	EA	\$5,322	\$7,343	\$12,665	\$12,665
<b>GROUP A TOTAL:</b>							<b>\$101,322</b>

<b>GROUP B: THREE-POLE GROUP OPERATED AIR BREAK SWITCHES</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
B1.2	VERTICAL AIR BREAK SWITCH; LOW VOLTAGE	2	EA	\$4,665	\$0	\$4,665	\$9,330
<b>GROUP D TOTAL:</b>							<b>\$9,330</b>

<b>GROUP D: SINGLE POLE DISCONNECT SWITCHES</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
D1.1a	HOOKSTICK SWITCH; MEDIUM VOLTAGE, 1200A	54	EA	\$365	\$0	\$365	\$19,710
D1.1b	HOOKSTICK SWITCH; MEDIUM VOLTAGE, 2000 A	9	EA	\$609	\$0	\$609	\$5,481
<b>GROUP D TOTAL:</b>							<b>\$25,191</b>

<b>GROUP F: OIL/VACUUM CIRCUIT BREAKER/RECLOSER</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
F2.1	VACUUM CIRCUIT BREAKER; MEDIUM VOLTAGE, 1200A	1	EA	\$2,666	\$0	\$2,666	\$2,666
<b>GROUP F TOTAL:</b>							<b>\$2,666</b>

<b>GROUP G: METERS, RELAYS AND INSTRUMENT TRANSFORMERS</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
G4.12r	RELAY PANEL; FEEDERS, (MODIFICATION)	1	EA	<del>                    </del>	\$3,998	\$3,998	\$3,998
<b>GROUP G TOTAL:</b>							<b>\$3,998</b>



**NEW BRAUNFELS UTILITIES  
COMAL CO-14 BREAKER ADDITION  
UNIT PROPOSAL**

<b>GROUP K: TRENCHING, CONDUIT, AND CABLE</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
K1.1	CONDUIT; BELOW GRADE	1	LOT	\$1,805	\$1,560	\$3,365	\$3,365
K1.2g	CONDUIT; ABOVE GRADE (RIGID GALVANIZED)	1	LOT	\$1,805	\$1,835	\$3,640	\$3,640
K2.1	TRENCHING AND BACKFILL FOR CONDUIT INSTALLATION	1	LOT	\$1,805	\$1,100	\$2,905	\$2,905
K3.1	CABLE; INSTRUMENT TRANSFORMER, CURRENT	1	LOT	\$1,805	\$1,200	\$3,005	\$3,005
K4.1	CABLE; AC - EQUIPMENT	1	LOT	\$1,805	\$843	\$2,648	\$2,648
K4.4	CABLE; DC - EQUIPMENT	1	LOT	\$1,805	\$440	\$2,245	\$2,245
K5.1	CABLE; ALARM/CONTROL (UNSHIELDED)	1	LOT	\$1,805	\$390	\$2,195	\$2,195
K6.19	CABLE; RETERMINATION	1	LOT	\$1,805	\$140	\$1,945	\$1,945
K7.3	CABLE; CATEGORY 6 (CAT-6) ETHERNET	1	LOT	\$1,805	\$140	\$1,945	\$1,945
<b>GROUP K TOTAL:</b>							<b>\$23,893</b>

<b>GROUP L: FOUNDATION</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
L1.10	FOUNDATION; BREAKER, MEDIUM VOLTAGE	1	EA	\$13,980	\$9,320	\$23,300	\$23,300
L4.10	FOUNDATION; GENERAL SUBSTATION STRUCTURE; MEDIUM	3	EA	\$4,660	\$3,107	\$7,767	\$23,301
<b>GROUP L TOTAL:</b>							<b>\$46,601</b>

<b>GROUP M: SITE PREPARATION</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
M2.3	SITE PREPARATION; SITE RESTORATION	1	LOT	\$1,467	\$1,065	\$2,532	\$2,532
<b>GROUP M TOTAL:</b>							<b>\$2,532</b>

<b>GROUP N: FENCE</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
N2.1	ANIMAL DETERRENT FENCE	1	LOT	\$28,657	\$69,367	\$98,024	\$98,024
<b>GROUP N TOTAL:</b>							<b>\$98,024</b>

<b>GROUP O: STATION GROUNDING</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
O3.1	CIRCUIT BREAKER/RECLOSER/CIRCUIT SWITCHER GROUNDING	1	EA	\$1,600	\$774	\$2,374	\$2,374
O3.10	DISTRIBUTION A-FRAME GROUNDING	1	EA	\$1,600	\$774	\$2,374	\$2,374
O3.11	UNDERGROUND FEEDER RISER GROUNDING	1	EA	\$1,600	\$774	\$2,374	\$2,374
<b>GROUP O TOTAL:</b>							<b>\$7,122</b>

<b>GROUP P: CONTROL HOUSE</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
P4.1r	CONTROL HOUSE; AC PANELBOARD; MODIFICATION	1	LOT	\$800	\$1,854	\$2,654	\$2,654
P4.2	CONTROL HOUSE; AC PANELBOARD-MLO	1	EA	\$800	\$1,854	\$2,654	\$2,654
<b>GROUP P TOTAL:</b>							<b>\$5,308</b>

**NEW BRAUNFELS UTILITIES  
COMAL CO-14 BREAKER ADDITION  
UNIT PROPOSAL**

<b>GROUP Q: AC SYSTEM</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
Q1.1	YARD LIGHTS; RELOCATED	1	EA	\$1,000	\$423	\$1,423	\$1,423
Q1.2	YARD LIGHTS; JUNCTION BOX	1	EA	\$1,000	\$423	\$1,423	\$1,423
<b>GROUP Q TOTAL:</b>							<b>\$2,846</b>

<b>GROUP R: ROAD BORING, INSTALLATION OF CASING, CONDUIT AND GROUTING</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
R1.1a	CO-14 SUBSTATION BORE	1	LOT	\$161,013	\$21,111	\$182,124	\$182,124
R1.1b	CO-14 FREDERICKSBURG STREET BORE	1	LOT	\$29,275	\$3,838	\$33,113	\$33,113
R1.1c	CO-14 HOWARD STREET BORE	1	LOT	\$141,497	\$18,552	\$160,049	\$160,049
R1.1d	CO-14 BELL STREET BORE	1	LOT	\$156,134	\$20,472	\$176,606	\$176,606
R4.1a	VAULT INSTALLATION	1	EA	\$45,103	\$23,065	\$68,168	\$68,168
R4.1b	VAULT INSTALLATION WITH 2' EXTENSION	1	EA	\$45,103	\$23,065	\$68,168	\$68,168
R4.1c	VAULT INSTALLATION WITH 4' EXTENSION	2	EA	\$90,206	\$46,130	\$136,336	\$136,336
R8.1	BORE ACCEPTANCE TESTING	1	LOT	\$8,800	\$0	\$8,800	\$8,800
R9.1a	SUBSTATION FEEDER EXIT DUCTBANK	1	LOT	\$209,173	\$86,035	\$295,208	\$295,208
R9.1b	HOWARD STREET FEEDER EXIT DUCTBANK	1	LOT	\$19,995	\$1,528	\$21,523	\$21,523
R10.1	FEEDER EXIT RISER INSTALLATION	1	EA	\$13,200	\$1,502	\$14,702	\$14,702
R11.1	FEEDER EXIT DUCTBANK/RISER INSTALLATION-ACCEPTANCE T	1	EA	\$8,800	\$0	\$8,800	\$8,800
R12.1	CLEANUP AND RE-VEGETATION	1	LOT	\$22,102	\$1,244	\$23,346	\$23,346
<b>GROUP R TOTAL:</b>				<b>\$950,401</b>	<b>\$246,542</b>	<b>\$1,196,943</b>	<b>\$1,196,943</b>

<b>GROUP S: DEMOLITION AND/OR REMOVAL</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
S4.2	REMOVAL; 25 KV HOOKSTICK DISCONNECT SWITCH	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S8.2	REMOVAL; JUNCTION BOX	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S8.7	REMOVAL; AC PANELBOARD	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S10.4	REMOVAL; 25/15 KV WIRE BUS	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S10.5	REMOVAL; 25/15 KV TUBULAR BUS	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S10.6	REMOVAL; CABLE	1	LOT	\$8,441	\$0	\$8,441	\$8,441
S14.1	REMOVAL; ANIMAL DETERRENT FENCE	1	LOT	\$8,441	\$0	\$8,441	\$8,441
<b>GROUP S TOTAL:</b>							<b>\$59,087</b>

**NEW BRAUNFELS UTILITIES  
FREIHEIT FR-22 BREAKER ADDITION  
UNIT PROPOSAL**

<b>GROUP A: STRUCTURES</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
A6.2	BUS, WIRE; SINGLE PHASE, MEDIUM VOLTAGE	1	LOT	\$6,880	\$6,789	\$13,669	\$13,669
<b>GROUP A TOTAL:</b>							<b>\$13,669</b>

<b>GROUP D: SINGLE POLE DISCONNECT SWITCHES</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
D1.1a	HOOKSTICK SWITCH; MEDIUM VOLTAGE, 1200A	24	EA	\$333	\$0	\$333	\$7,992
D1.1b	HOOKSTICK SWITCH; MEDIUM VOLTAGE, 2000A	12	EA	\$666	\$0	\$666	\$7,992
<b>GROUP D TOTAL:</b>							<b>\$15,984</b>

<b>GROUP F: OIL/VACUUM CIRCUIT BREAKER/RECLOSER</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
F2.1	VACUUM CIRCUIT BREAKER; MEDIUM VOLTAGE, 1200A	2	EA	\$2,959	\$0	\$2,959	\$5,918
<b>GROUP F TOTAL:</b>							<b>\$5,918</b>

<b>GROUP G: METERS, RELAYS AND INSTRUMENT TRANSFORMERS</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
G4.12r	RELAY PANEL; FEEDERS, (MODIFICATION)	1	EA	<del>          </del>	\$4,437	\$4,437	\$4,437
<b>GROUP G TOTAL:</b>							<b>\$4,437</b>

<b>GROUP K: TRENCHING, CONDUIT, AND CABLE</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
K1.2g	CONDUIT; ABOVE GRADE (RIGID GALVANIZED)	1	LOT	\$794	\$2,045	\$2,839	\$2,839
K3.1	CABLE; INSTRUMENT TRANSFORMER, CURRENT	1	LOT	\$794	\$1,650	\$2,444	\$2,444
K4.1	CABLE; AC - EQUIPMENT	1	LOT	\$794	\$900	\$1,694	\$1,694
K4.4	CABLE; DC - EQUIPMENT	1	LOT	\$794	\$800	\$1,594	\$1,594
K5.1	CABLE; ALARM/CONTROL (UNSHIELDED)	1	LOT	\$794	\$620	\$1,414	\$1,414
K7.3	CABLE; CATEGORY 6 (CAT-6) ETHERNET	1	LOT	\$794	\$220	\$1,014	\$1,014
<b>GROUP K TOTAL:</b>							<b>\$10,996</b>

<b>GROUP O: STATION GROUNDING</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
O3.1	CIRCUIT BREAKER/RECLOSER/CIRCUIT SWITCHER GROUNDING	1	EA	\$3,032	\$1,833	\$4,865	\$4,865
<b>GROUP O TOTAL:</b>							<b>\$4,865</b>

<b>GROUP S: DEMILITION</b>							
UNIT	DESCRIPTION	QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	EXTENDED PRICE
S2.1	REMOVAL; 12.5/25 kV CIRCUIT BREAKER/RECLOSER	1	LOT	\$4,190	\$0	\$4,190	\$4,190
S4.2	REMOVAL; 25 KV HOOKSTICK DISCONNECT SWITCH	1	LOT	\$4,190	\$0	\$4,190	\$4,190
S10.6	REMOVAL; CABLE	1	LOT	\$4,190	\$0	\$4,190	\$4,190
<b>GROUP S TOTAL:</b>							<b>\$12,570</b>

**NEW BRAUNFELS UTILITIES**

Item 9.

**COMAL-14 BREAKER ADDITION &  
FREIHEIT FR-22 BREAKER ADDITION  
PROPOSAL SUMMARY**

**RECAPITULATION OF COMAL-14 BREAKER ADDITION GROUPS:**

	CONTRACTOR LABOR PRICE	CONTRACTOR MATERIAL PRICE	TOTAL UNIT PRICE
GROUP A	\$42,571	\$58,737	\$101,308
GROUP B	\$9,330	\$0	\$9,330
GROUP D	\$25,191	\$0	\$25,191
GROUP F	\$2,666	\$0	\$2,666
GROUP G	\$3,999	\$0	\$3,999
GROUP K	\$16,255	\$7,644	\$23,899
GROUP L	\$46,599.43	\$0	\$46,599.43
GROUP M	\$1,466	\$1,064	\$2,530
GROUP N	\$28,656	\$69,367	\$98,023
GROUP O	\$4,798	\$2,322	\$7,120
GROUP R	\$950,400.12	\$246,542.88	\$1,196,943
GROUP S	\$59,083	\$0	\$59,083
SUBSTATION SUBTOTALS	1,194,613	\$390,230	\$1,584,844

**RECAPITULATION OF FREIHEIT FR-22 BREAKER ADDITION GROUPS:**

	CONTRACTOR LABOR PRICE	CONTRACTOR MATERIAL PRICE	TOTAL UNIT PRICE
GROUP A	\$6,878	\$6790	\$13,667
GROUP D	\$15,973	\$0	\$15,973
GROUP F	\$5,916	\$0	\$5,916
GROUP G	\$4,437	\$0	\$4,437
GROUP K	\$4,761	\$6,235	\$10,996
GROUP L	\$0	\$0	\$0
GROUP O	\$3,032	\$1,833	\$4,865
GROUP S	\$12,572	\$0	\$12,572
SUBSTATION SUBTOTALS	\$53,568	\$14,858	\$68,426

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 9.

<b>BASE BID COMAL-14 BREAKER LABOR:</b>	\$ 1,194,613 _____
<b>BASE BID COMAL-14 BREAKER MATERIAL:</b>	\$ 390,230 _____
<b>BASE BID FREIHEIT-22 BREAKER LABOR:</b>	\$ 53,568 _____
<b>BASE BID FREIHEIT-22 BREAKER MATERIAL:</b>	\$ 14,858 _____
<b>TOTAL BASE BID:</b>	\$ 1,653,270 _____

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with Section 14.07 of the Standard General Conditions of the Contract within the Calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to delay damages and special damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
  - a) Required Bid security of five percent (5%) of the Bidder's maximum base bid price and in the form of approved Bid Bond.
7. Communication concerning this Bid shall be addressed to:  
New Braunfels Utilities  
Purchasing Manager  
355 FM 306  
New Braunfels, TX 78130  
Phone: 830-608-8867  
Email: [Purchasing@NBUTexas.com](mailto:Purchasing@NBUTexas.com)
8. The terms used in this Bid that are defined in the Standard General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the Standard General Conditions of the Contract.
9. The undersigned acknowledges receipt of the following addenda:  
Addendum No. 1 dated 7/27/ Received 7/27 Addendum  
No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_  
\_\_\_\_\_

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 9.

*Kelly Buchanan*

Secretary, \*if bidder is a corporation

(Seal)

Copy of Corporate Resolution and minutes with certificate of officer of bidder as to authority of signatory to bind bidder is to be signed and dated no earlier than one week before bid date, and attached to this document

Power Standard, LLC

Company Name of Bidder

*Darrell Hallmark*

Authorized Signature

8/4/23

Date

Darrell Hallmark, Senior Vice President Transmission and Distribution

Printed Name of Authorized Signature

1828 NW Avenue F

Andrews, TX 79714

Address

432-523-2046

432-523-9816 (fax)

Telephone Number/Fax Number

**END OF DOCUMENT**



**Schneider Engineering, LLC**  
 191 Menger Springs Parkway - Boerne, TX 78006  
 830.249.3887 // www.se-texas.com  
 Offices: Boerne, TX and College Station, TX



August 15, 2023

Mr. Jeffrey Morriss  
 New Braunfels Utilities  
 355 FM 306  
 New Braunfels, TX 78131

Re: **RFB 23-0012 Comal CO14 and Freiheit FR22 Breaker Addition  
 Bid Proposal Recommendation (21NBU6101, 21NBU6102)**

Dear Mr. Morriss:

NBU Purchasing advertised RFB 23-0012 for Comal CO14 and Freiheit FR22 Breaker Additions on July 8th and 15th with a bid opening date of August 4th. A total of two (2) responses were received.

Name of Bidder	Total Contractor Labor	Total Contractor Material	Grand Total
Power Standard, LLC	\$1,248,181.00	\$405,088.00	\$1,653,269.00
Lambda Construction, Ltd.	\$1,032,185.49	\$1,124,927.30	\$2,157,112.79

The Power Standard bid of \$1,653,269.00 is \$503,843.79 lower than the bid received from Lambda Construction. Power Standard did not include any exceptions or design deviations; therefore, we believe that Power Standard is fit to complete the outlined work per the construction specifications. Based on the evaluation of the lowest bid and previous experience with similar projects, Schneider Engineering recommends the use of Power Standard, LLC for the completion of this project.

We at Schneider Engineering thank you for the opportunity to be of assistance to NBU.

Sincerely,

Greg Grusendorf, P.E.

TX Reg. Firm #: F-1594





**Meeting Date:** October 26, 2023      **Agenda Type:** Consent Items for Action

**From:** Michael G. Short, P.E.  
Director of Water Services  
and Compliance      **Reviewed by:** Michael G. Short, P.E.  
Director of Water Services and  
Compliance

**Submitted by:** Michael G. Short, P.E.  
Director of Water Services  
and Compliance      **Approved by:** Ryan Kelso  
Interim Chief Executive Officer

**RECOMMENDED ACTION:** Approval and Adoption of Resolution #R2023-179 Authorizing the Interim Chief Executive Officer to Execute a Special Warranty Deed Selling a Certain Tract of Real Property Located at 1493 Gruene Road, New Braunfels, Comal County, Texas, 78130 Being Tract 2 of William E. Field Subdivision as Recorded in Volume 5, Page 39 of the Map and Plat Records of Comal County, Texas, and Other Matters in Connection Therewith

## BACKGROUND

On June 24, 2021, the New Braunfels Utilities (“NBU”) Board of Trustees (the “Board”), as an agent of the City of New Braunfels (“City”), approved and adopted resolution R#2021-148 which: i) declared the property at 1493 Gruene Road (the “Property”) as surplus property; and ii) authorized NBU staff to prepare all documents to accomplish the public auction, auction the Property, and upon completion of the public auction and selection of the successful bidder, prepare all necessary documents for the sale of the property to be presented to the Board for review and approval of the sale.

On August 28, 2023, the City Council approved and adopted resolution No. 2023-R53, which i) approved and authorized NBU, as agent of the City to sell the Property and ii) authorized the Board or designee of the Board to execute all necessary documents to sell the Property.

On October 16, 2023, NBU held a public auction for the sale of the Property in accordance with Local Government Code, Section 253.008. LGD 1, LLC was the successful bidder at the public auction and desires to purchase the Property for the bid price of \$725,000.00

NBU staff recommends the approval and adoption of the resolution and the execution of the Special Warranty Deed, attached hereto as Exhibit A, for the sale of the Property to LGD 1, LLC.

This resolution is being presented to the Board because it transfers property from NBU as an agent of the City through an auction to a successful bidder.



**FINANCIAL IMPACT**

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Proceeds from the sale of the Property will be retained in the NBU Fiscal Year 2024 Budget as income and will be made available to offset future approved expenses.

**LINK TO STRATEGIC PLAN**

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**Stewardship****EXHIBITS**

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1. Resolution #2023-179 for the Sale of Property at 1493 Gruene Road.
2. Special Warranty Deed.

**R-2023-179****A RESOLUTION BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES AUTHORIZING THE INTERIM CHIEF EXECUTIVE OFFICER TO EXECUTE A SPECIAL WARRANTY DEED SELLING A CERTAIN TRACT OF REAL PROPERTY LOCATED AT 1493 GRUENE ROAD, NEW BRAUNFELS, COMAL COUNTY, TEXAS, 78130 BEING TRACT 2 OF WILLIAM E. FIELD SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 39 OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, New Braunfels Utilities (“NBU”) is a Texas municipally owned utility that provides water, wastewater, and electricity to ratepayers in its service area;

WHEREAS, NBU, as agent of the City of New Braunfels, Texas, has operational control of that certain tract of real property located at 1493 Gruene Road, New Braunfels, Comal County, Texas 78130 being Tract 2 of William E. Field Subdivision as recorded in Volume 5, Page 39 of the Map and Plat Records of Comal County, Texas (the “Property”);

WHEREAS, on June 24, 2021, the NBU Board of Trustees (the “Board”), acting as an agent of the City, passed, approved, and adopted Resolution R#2021-148, a copy of which is attached hereto as Exhibit A, (i) declaring the Property as surplus property; (ii) approving the public auction of the Property; and (iii) authorizing NBU staff to prepare all documents to accomplish the public auction, conduct the auction of the Property, and, upon completion of the public auction and selection of the successful bidder, prepare all necessary documents for the sale of the property to be presented to the Board for review and approval of the sale;

WHEREAS, on August 28, 2023, the City of New Braunfels, Texas, the owner of the Property, by and through its City Council passed, adopted and approved Resolution No. 2023-R53, a copy of which is attached hereto as Exhibit B, (i) granting the authority to NBU, as agent of the City of New Braunfels, to sell the Property; and (ii) authorizing the Board or designee of such Board to execute all necessary documents to sell the Property;

WHEREAS, on October 16, 2023, NBU held a public auction for the sale of the Property in accordance with Local Government Code, Section 253.008;

WHEREAS, LGD 1, LLC, a Texas limited liability company, was the successful bidder at the public auction and desires to purchase the Property for the bid price of \$725,000.00;

WHEREAS, NBU staff recommends execution of the Special Warranty Deed, attached hereto as Exhibit C, for sale of the Property to LGD 1, LLC; and

WHEREAS, the Board of Trustees has reviewed the Special Warranty Deed and is of the opinion that the same should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES THAT:

SECTION 1. The Board of Trustees hereby approves (i) the sale of the Property to LGD 1, LLC for the bid price of \$725,000.00 and (ii) the Special Warranty Deed, attached hereto as Exhibit C.

SECTION 2. The Interim Chief Executive Officer of New Braunfels Utilities is hereby authorized to execute the Special Warranty Deed in substantially the form set forth in Exhibit C hereto and all other documents, including the closing documents, that are necessary to effectuate the sale of the Property.

SECTION 3. The recitals contained in the preamble hereof are found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Trustees.

SECTION 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Trustees hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, this the \_\_\_ day of \_\_\_\_\_, 2023.

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Dr. Judith Dykes-Hoffmann  
President, Board of Trustees  
New Braunfels Utilities



ATTEST:

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Ryan Kelso  
Secretary, Board of Trustees  
New Braunfels Utilities

**Exhibit A**

**R#2021-148**

**A RESOLUTION BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES DECLARING CERTAIN REAL PROPERTY LOCATED AT A-2 SUR-1 J M VERAMENDI, ACRES 5.004; PROPERTY ID: 72049; COMMONLY KNOWN AS 1493 GRUENE ROAD, NEW BRAUNFELS, COMAL COUNTY, TEXAS 78130, AS SURPLUS PROPERTY; AUTHORIZING THE PUBLIC AUCTION OF SAID PROPERTY IN ACCORDANCE WITH STATE LAW; AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, New Braunfels Utilities (“NBU”) is a Texas municipally owned utility that provides water, wastewater, and electricity to ratepayers in its service area;

WHEREAS, NBU, as agent of the City of New Braunfels, is the owner of certain real property located at A-2 SUR-1 J M VERAMENDI, ACRES 5.004; Property ID: 72049; commonly known as 1493 Gruene Road, New Braunfels, Comal County, Texas 78130 (the “Property”);

WHEREAS, the Property is no longer necessary for use by NBU and is surplus property;

WHEREAS, NBU staff requests to sell the above-described Property by public auction in accordance with Local Government Code, Section 258.003 for fair market value, as determined by appraisal of the Property or greater value, if the fair market value is determined at the time of public auction to be more than the appraised amount;

WHEREAS, the sale of the Property will be presented to the Board of Trustees for review and approval after the public auction; and

WHEREAS, the Board of Trustees is of the opinion that public auction is the appropriate method for disposition of the Property and the same should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES THAT:

SECTION 1. The Board of Trustees hereby declares that certain real property located at A-2 SUR-1 J M VERAMENDI, ACRES 5.004; Property ID: 72049; commonly known as 1493 Gruene Road, New Braunfels, Comal County, Texas 78130, as surplus property.

SECTION 2. NBU staff is hereby authorized to prepare all documents necessary to accomplish the public auction of the Property; to auction the Property in accordance with Section 258.003 of the Local Government Code for no less than the appraised value; and upon the completion of the public auction and selection of the successful bidder, to prepare all documents necessary for the sale of the property to be presented to the Board of Trustees for review and approval at such time.

SECTION 3. The recitals contained in the preamble hereof are found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Trustees.

SECTION 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Trustees hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, this the 24<sup>th</sup> day of June, 2021.

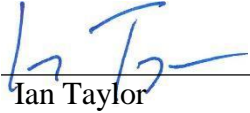


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John A. Harrell  
President, Board of Trustees

New Braunfels Utilities

ATTEST:



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Ian Taylor  
Secretary, Board of Trustees  
New Braunfels Utilities

**Exhibit B**

**RESOLUTION NO. 2023 - R53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GRANTING THE AUTHORITY TO NEW BRAUNFELS UTILITIES TO SELL THE PROPERTY LOCATED AT 1493 GRUENE ROAD, NEW BRAUNFELS, COMAL COUNTY, TEXAS, 78130 BEING TRACT 2 OF WILLIAM E. FIELD SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 39 OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS AND AUTHORIZING THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES OR DESIGNEE OF SUCH BOARD TO EXECUTE ALL NECESSARY DOCUMENTS.**

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**WHEREAS**, the CITY OF NEW BRAUNFELS, TEXAS, is the Owner of that certain 5.004 acre tract of real property located at 1493 Gruene Road in the City of New Braunfels, Comal County, Texas, 78130 being Tract 2 of William E. Field Subdivision as recorded in Volume 5, Page 39 of the Map and Plat Records of Comal County, Texas, hereinafter referenced as "Property"; and

**WHEREAS**, New Braunfels Utilities, has held the Property under its operational control since its purchase in 1975 as the former Gruene Road wastewater treatment facility; and

**WHEREAS**, New Braunfels Utilities has ceased operations and decommissioned the wastewater treatment facility on the Property; and

**WHEREAS**, New Braunfels Utilities has no further operational use for the Property and would like to sell the Property by auction open to the public;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:**

**HEREBY**, approves and authorizes New Braunfels Utilities, an agency of the City, to sell the Property and further authorizes the New Braunfels Utilities Board of Trustees or designee of such board to execute all necessary documents to sell the Property.

**PASSED, ADOPTED AND APPROVED** this 28 day of August, 2023.

City of New Braunfels, Texas

  
\_\_\_\_\_  
Roy Neal Linnartz, Mayor

Attest:



  
Gayle Wilkinson, City Secretary

**Exhibit C****Form Special Warranty Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**Date:** \_\_\_\_\_, 2023.

**Grantor:** New Braunfels Utilities as agent of the City of New Braunfels

**Grantor's Mailing Address (including county):** New Braunfels Utilities  
263 Main Plaza  
New Braunfels,  
Comal County, Texas 78130

**Grantee:** LGD 1, LLC

**Grantee's Mailing Address (including county):** LGD 1, LLC,  
a Texas limited liability company  
25214 Callaway  
San Antonio, TX 78260

**Consideration:** For the amount of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. [In the event that the Buyer finances the purchase of the Property through a third-party lender, this provision may be revised to reflect the Grantee's obligation to the third-party lender and the title of the deed may be changed to "Special Warranty Deed With Vendor's Lien."]

**Property (including any improvements):** Tract 2, William E. Field Subdivision as recorded in Volume 5, Page 39, of the Map and Plat Records of Comal County, Texas, more commonly known as 1493 Gruene Road, New Braunfels, Comal County, Texas 78130.

**Reservations from and Exception to Conveyance and Warranty:** That such deed is subject to all restrictions, covenants, conditions, easements, rights-of-way and prescriptive rights whether recorded or not, and all recorded instruments and reservations and zoning and other laws affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

**THIS DEED IS THE PRODUCT OF AN ARM'S-LENGTH TRANSACTION BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE EXPRESS REPRESENTATIONS IN THE CONTRACT. GRANTEE IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE, HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY AND IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.**

**THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN THE REAL ESTATE CONTRACT BETWEEN THE PARTIES, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING, AND SPECIFICALLY DISCLAIMS,--AND GRANTEE IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR OR ANY OTHER PERSON OF ANY KIND OR CHARACTER--EXPRESS, IMPLIED, OR STATUTORY--WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS RELATING TO ZONING, TAX CONSEQUENCES, ENVIRONMENTAL OR OTHER PROPERTY CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR OPERATIONS ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (I) THE VALUE, PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, THE QUALITY, QUANTITY OR AVAILABILITY OF WATER, BOTH SURFACE AND GROUND, AND THE PRESENCE OF MOLD OR OAK TREE WILT DISEASE), ENVIRONMENTAL CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, DESIGN OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, OR (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY.**

**GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE GRANTEE OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED OR HAS PROVIDED FOR CONDUCT OF SUCH INSPECTIONS AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL AND OTHER CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE ENVIRONMENTAL AND OTHER CONDITIONS MAY NOT HAVE BEEN ACCURATELY OR ADEQUATELY REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE SALE AND CONVEYANCE OF THE PROPERTY IS TO BE MADE BY GRANTOR AND EXPRESSLY ACCEPTED BY GRANTEE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OR OF ANY OF OTHER KIND WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, ALL SUCH WARRANTIES AND REPRESENTATIONS BEING EXPRESSLY DISCLAIMED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS THAT HAVE BEEN PROVIDED BY GRANTOR HAVE BEEN PROVIDED WITHOUT ANY REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS, AND GRANTEE WILL NOT HAVE ANY RECOURSE AGAINST GRANTOR IN THE EVENT OF ANY ERRORS OR OMISSIONS IN THOSE MATERIALS. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.**

[In the event that the Buyer finances the purchase of the Property through a third-party lender, a provision substantially similar to the following may be added to this deed: It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the obligation set out in the Note is fully performed and paid, whereupon this deed shall become absolute. Grantor does hereby assign and transfer said vendor's lien and superior title to the lender referenced in the Consideration paragraph as security for the Note, without representation by or recourse against Grantor.]

*(Signatures Appear on the Following Page)*

*(Signature Page-Special Warranty Deed)*

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

New Braunfels Utilities  
as agent of the City of New Braunfels

By: \_\_\_\_\_

Ryan Kelso  
Interim Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
Connie Lock, General Counsel  
New Braunfels Utilities

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF COMAL** §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ryan Kelso, Interim Chief Executive Officer of New Braunfels Utilities, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of New Braunfels Utilities, for the purpose and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY’S NAME:  
\_\_\_\_\_

**AGREED TO AND ACCEPTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTEE:  
[GRANTEE NAME]

By: \_\_\_\_\_  
[Grantee]

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF COMAL** §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of [Grantee], for the purpose and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY’S NAME:  
\_\_\_\_\_

**AFTER FILING RETURN TO:**  
New Braunfels Utilities  
Connie Lock, General Counsel  
263 Main Plaza  
New Braunfels, Texas 78130

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**Date:** \_\_\_\_\_, 2023.

**Grantor:** New Braunfels Utilities as agent of the City of New Braunfels

**Grantor's Mailing Address (including county):** New Braunfels Utilities  
263 Main Plaza  
New Braunfels,  
Comal County, Texas 78130

**Grantee:** LGD 1, LLC

**Grantee's Mailing Address (including county):** LGD 1, LLC,  
a Texas limited liability company  
25214 Callaway  
San Antonio, TX 78260

**Consideration:** For the amount of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. [In the event that the Buyer finances the purchase of the Property through a third-party lender, this provision may be revised to reflect the Grantee's obligation to the third-party lender and the title of the deed may be changed to "Special Warranty Deed With Vendor's Lien."]

**Property (including any improvements):** Tract 2, William E. Field Subdivision as recorded in Volume 5, Page 39, of the Map and Plat Records of Comal County, Texas, more commonly known as 1493 Gruene Road, New Braunfels, Comal County, Texas 78130.

**Reservations from and Exception to Conveyance and Warranty:** That such deed is subject to all restrictions, covenants, conditions, easements, rights-of-way and prescriptive rights whether recorded or not, and all recorded instruments and reservations and zoning and other laws affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs,



executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

**THIS DEED IS THE PRODUCT OF AN ARM'S-LENGTH TRANSACTION BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE EXPRESS REPRESENTATIONS IN THE CONTRACT. GRANTEE IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE, HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY AND IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.**

**THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN THE REAL ESTATE CONTRACT BETWEEN THE PARTIES, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING, AND SPECIFICALLY DISCLAIMS,--AND GRANTEE IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR OR ANY OTHER PERSON OF ANY KIND OR CHARACTER--EXPRESS, IMPLIED, OR STATUTORY--WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS RELATING TO ZONING, TAX CONSEQUENCES, ENVIRONMENTAL OR OTHER PROPERTY CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR OPERATIONS ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (I) THE VALUE, PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, THE QUALITY, QUANTITY OR AVAILABILITY OF WATER, BOTH SURFACE AND GROUND, AND THE PRESENCE OF MOLD OR OAK TREE WILT DISEASE), ENVIRONMENTAL CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, DESIGN OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, OR (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY.**

**GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE GRANTEE OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED OR HAS PROVIDED FOR CONDUCT OF SUCH INSPECTIONS AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, INCLUDING, BUT NOT LIMITED TO, THE**

**ENVIRONMENTAL AND OTHER CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE ENVIRONMENTAL AND OTHER CONDITIONS MAY NOT HAVE BEEN ACCURATELY OR ADEQUATELY REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE SALE AND CONVEYANCE OF THE PROPERTY IS TO BE MADE BY GRANTOR AND EXPRESSLY ACCEPTED BY GRANTEE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OR OF ANY OF OTHER KIND WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, ALL SUCH WARRANTIES AND REPRESENTATIONS BEING EXPRESSLY DISCLAIMED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS THAT HAVE BEEN PROVIDED BY GRANTOR HAVE BEEN PROVIDED WITHOUT ANY REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS, AND GRANTEE WILL NOT HAVE ANY RECOURSE AGAINST GRANTOR IN THE EVENT OF ANY ERRORS OR OMISSIONS IN THOSE MATERIALS. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.**

[In the event that the Buyer finances the purchase of the Property through a third-party lender, a provision substantially similar to the following may be added to this deed: It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the obligation set out in the Note is fully performed and paid, whereupon this deed shall become absolute. Grantor does hereby assign and transfer said vendor's lien and superior title to the lender referenced in the Consideration paragraph as security for the Note, without representation by or recourse against Grantor.]

*(Signatures Appear on the Following Page)*

*(Signature Page-Special Warranty Deed)*

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

New Braunfels Utilities  
as agent of the City of New Braunfels

By: \_\_\_\_\_

Ryan Kelso  
Interim Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
Connie Lock, General Counsel  
New Braunfels Utilities







## BYLAWS OF THE NEW BRAUNFELS UTILITIES COMMUNITY ADVISORY PANEL

### ARTICLE I — NAME AND PURPOSE

Section 1 — Name: The name of the committee is the New Braunfels Utilities (“NBU”) Community Advisory Panel (the “CAP”). The CAP is a special-purpose advisory group to the NBU Board of Trustees. The CAP is purely advisory in nature.

Section 2 — Purpose: Members of the CAP will offer a forum for the community to provide diverse views and feedback on certain NBU projects and initiatives. The CAP will receive information from NBU Management and staff, consultants, and subject matter experts related to NBU initiatives.

Section 3 – Basis: The CAP feedback and insights will focus on certain upcoming NBU initiatives and projects, including but not limited to, NBU’s Integrated Resource Plan (IRP), water resource topics such as drought management, water supply, and conservation, and a Fiscal Year 2026 – 2027 Rate Design.

### ARTICLE II – MEMBERSHIP

Section 1 — Membership and role: The role of the CAP is to review, discuss, and analyze NBU projects with the NBU staff. The NBU Board of Trustees shall appoint all members to the CAP. Each CAP member represents a constituency and shall facilitate the flow of ideas and concerns from the community to NBU staff and the Board of Trustees.

Section 2 – Eligibility for membership: The Committee will be made up of thirteen (13) members. To qualify, members must:

- Be nominated by a member of City Council;
- Be a customer, property owner or business owner, and/or representative in one of NBU’s service territories; or
- Be a representative of business or civic organizations located within NBU’s service territories.

Section 3 — Composition: Membership of the CAP should reflect a balanced representation of the NBU service area. CAP members are selected from throughout the service territories. The NBU Board of Trustees will appoint thirteen (13) CAP members. Of the thirteen (13) members, City Council will nominate seven (7) members, NBU will nominate six (6) members, which includes two (2) at-large participants selected through a public application process and reviewed by a committee of the NBU Board of Trustees. The board committee will review all nominations for the CAP and make a recommendation to the NBU Board of Trustees for consideration and approval.

Section 4 — Terms: Subject to Section 6, CAP members will serve up to a three-year term and the terms will be staggered. CAP members will be eligible to serve no more than two consecutive terms. The NBU Board of Trustees may reconsider a member who serves a total of two consecutive terms for an additional term after leaving the CAP for at least one term.

Section 5 — Nomination procedures: Each City Council member has the opportunity to nominate one CAP member. Additionally, NBU staff will request nominations from business classes, economic sectors,

customer classes, and other groups and associations in an attempt to ensure that the CAP is composed of a balanced group of members representing different customer segments. NBU staff shall be responsible for recommending an official slate of prospective CAP members to the Board for consideration. The Board of Trustees may choose to appoint all, none, or some of the nominees.

Section 6 — Resignation, removal, and absences: A member who wishes to resign from the CAP shall provide such resignation in writing to the Chairperson of the CAP, who will provide the resignation to the NBU Board of Trustees. The NBU Board of Trustees may remove a CAP member with three total absences from meetings in a term or for any reason at any time. By a majority vote, the CAP may recommend the removal of a CAP member to the NBU Board of Trustees.

Section 7 — Vacancies: When a vacancy on the CAP exists mid-term, the City Council member or the NBU staff member, who previously nominated that position, may nominate a replacement to the Board of Trustees, who may approve the individual to serve out the term of the member creating the vacancy.

### ARTICLE III — SELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

Section 1 — Selection and Term of Chairperson: The NBU Board of Trustees shall nominate and appoint the Chairperson of the CAP. The Chairperson will serve for the duration of the appointed term.

Section 2 — Chairperson Duties: The Chairperson’s responsibilities include, but are not limited to, presiding over all CAP meetings; encouraging members to participate in discussions and to arrive at decisions in a timely and democratic manner; and undertaking certain administrative duties, such as approving CAP agendas, draft minutes, proposed meeting venues, and meeting dates. The Chairperson shall also serve as the principal spokesperson for the CAP, maintain communication with NBU staff, and report on the CAP’s progress to the Board of Trustees.

Section 3 — Selection and term of Vice Chairperson: The NBU Board of Trustees shall nominate and appoint the Vice Chairperson of the CAP. The Vice Chairperson will serve for the duration of the appointed term.

Section 4 — Vice Chairperson Duties: The Vice Chairperson is responsible for assisting the Chairperson on all assigned tasks and fills in for the Chairperson when necessary. In the event the Chair is unable to complete the term of office, the Vice Chair will assume the role as Chairperson for the remainder of the term.

### ARTICLE IV — MEETINGS OF MEMBERS

Section 1 — Regular meetings: Meetings will be scheduled on an as-needed basis. It is anticipated that during a project, meetings will be held monthly. All CAP meetings will be open to the public and posted in accordance with the Texas Open Meetings Act.

Section 2 — Notice of meetings: A notice of each meeting shall be given to each member, via e-mail, not less than 72 hours prior to the meeting. Notice will also be provided to each member when the agenda is posted in accordance with the Texas Open Meetings Act.

Section 3 — Meeting Agenda: NBU staff shall draft meeting agendas for review and approval by the Chairperson.



Section 4 — Quorum: More than half of the currently appointed membership must be present to constitute a quorum. A meeting may proceed without a quorum; however, no consensus may be formalized without a quorum present.

Section 5 – Decision Making: All decisions shall be made by a consensus of members present at a meeting. If an issue cannot be resolved through consensus, the Chairperson shall strive to achieve consensus but may make a final note of the various points of view that prevented consensus from being achieved.

Section 6 – Report: The CAP will submit a report to the Board of Trustees that summarizes the consensus of the CAP and its feedback related to NBU projects and initiatives. If the CAP is unable to reach a consensus regarding the feedback, the report will summarize the alternatives considered by the CAP, as well as the feedback received from the CAP. NBU’s staff may submit feedback related to any proposed project or initiative changes in the CAP report.

#### ARTICLE V — SUBCOMMITTEES

Section 1 — Subcommittee formation: The CAP may create subcommittees, as needed, to discuss projects and initiatives in more detail. If so charged by the CAP, subcommittees shall provide feedback to the CAP, which will in turn make decisions regarding the feedback of the subcommittee.

#### CERTIFICATION

These bylaws, if approved by the NBU Board of Trustees, will take effect immediately upon approval.



**Meeting Date:** October 26, 2023      **Agenda Type:** Action Items

**From:** Laura Rivers      **Reviewed by:** Laura Rivers  
Chief of Staff      Chief of Staff

**Submitted by:** Laura Rivers      **Approved by:** Ryan Kelso  
Chief of Staff      Interim Chief Executive Officer

**RECOMMENDED ACTION:** Discuss and Consider Appointing Members to the Community Advisory Panel, Including Naming the Chair and Other Matters in Connection Therewith

## **BACKGROUND**

On August 31, 2023, the NBU Board of Trustees approved Resolution #2023-176 establishing the Community Advisory Panel (the “CAP”), which is tasked with reviewing certain NBU initiatives, including but not limited to, NBU’s Integrated Resource Plan (the “IRP”), the drought ordinance, and the Fiscal Year 2026-2027 Rate Plan.

On October 20, 2023, the NBU Community Advisory Panel Board Committee (the “Committee”) met and reviewed the list of proposed members of the CAP. The Committee requests the appointment of thirteen (13) community members to the CAP, which consists of nominations by City Council, the NBU Board of Trustees, and two (2) at-large participants, all to serve up to three (3) year staggered terms on the CAP. The proposed recommendations are as follows: Justin Meadows, Stuart Blythin, Mark Hampton, Dr. Michael Patrick Harrington, PhD, Bobby Avary, Dr. Les Shepard, Darren Hill, Jonathan Packer, Alice Jewell, Ian Perez, Chris Snider, Leticia Pena Martinez, and Amber Chanelle Brown.

In addition, the Committee requests the appointment of Justin Meadows as Chair of the CAP. The Vice Chair will be named at a future meeting.

## **FINANCIAL IMPACT**

The financial impact is \$0.

## **LINK TO STRATEGIC PLAN**

**Customers and Community**

**Financial Excellence**

**Stewardship**

**EXHIBITS**

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None