



**NOTICE OF A REGULAR MEETING TO BE HELD BY THE
McALLEN PUBLIC UTILITY BOARD OF TRUSTEES**

DATE: Tuesday, July 29, 2025

TIME: 4:00 P.M.

PLACE: McAllen City Hall
Commission Chambers – 3rd Floor
1300 Houston Avenue
McAllen, Texas 78501

SUBJECT MATTER:

See Subsequent Agenda.

CERTIFICATION

I, the Undersigned authority, do hereby certify that the attached agenda of meeting of the McAllen Public Utility Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 25th day of July, 2025 at 3:30 P.M. and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Cynthia Salinas
Utility Board Secretary



**BOARD OF TRUSTEES MEETING
TUESDAY, JULY 29, 2025 – 4:00 PM
MCALLEN CITY HALL - 3RD FLOOR
1300 HOUSTON AVE, MCALLEN, TX 78501**

AGENDA

AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE 551.071(2) TO CONFER WITH ITS LEGAL COUNSEL ON ANY SUBJECT MATTER ON THIS AGENDA IN WHICH THE DUTY OF THE ATTORNEY TO THE MCALLEN PUBLIC UTILITY BOARD UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. FURTHER, AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION TO DELIBERATE ON ANY SUBJECT SLATED FOR DISCUSSION AT THIS MEETING, AS MAY BE PERMITTED UNDER ONE OR MORE OF THE EXCEPTIONS TO THE OPEN MEETINGS ACT SET FORTH IN TITLE 5, SUBTITLE A, CHAPTER 551, SUBCHAPTER D OF THE TEXAS GOVERNMENT CODE.

CALL TO ORDER

PLEDGE

INVOCATION

EMPLOYEE OF THE MONTH - JUAN MARTINEZ- PRETREATMENT DEPARTMENT

1. MINUTES:

- a) Approval of the Regular Meeting Minutes held on July 15, 2025

2. CONSENT AGENDA:

- a) Consideration and possible action to write off the 1st quarter bad debt fiscal year 2024-2025
- b) Consideration and Approval for the Purchase and Delivery of Meter Boxes and Lids AMI (Project No.09-22-SP30-153)
- c) Approval of Ware Village Subdivision (8 Commercial Lots)

3. BIDS AND CONTRACTS:

- a) Consideration and Possible Approval of the Award for Project No. 06-25-SP17-501 – Supply Contract for the Purchase and Delivery of Water Products
- b) Consideration and approval of a Professional Services Contract with Envision Water on an Exploratory Brackish Groundwater Data Collection Project

4. UTILITY LAYOUTS:

- a) Discussion and Approval of The Woodlands at Bentsen Subdivision and Request for a Septic Tank Variance
- b) Discussion and Approval of the MPU Mile 6 Wastewater Reimbursement Certificates

5. MANAGER'S REPORT:

6. FUTURE AGENDA ITEMS:

7. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

- a) Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY UTILITY ADMINISTRATION (681-1630) FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES MAY TAKE VARIOUS ACTIONS; INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OF TIME. THE MCALLEN PUBLIC UTILITY BOARD MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON AUGUST 12, 2025.



AGENDA ITEM

1.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/22/2025

MEETING DATE

7/29/2025

1. Agenda Item: Approval of the Regular Meeting Minutes held on July 15, 2025

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

5. Reimbursement:

6. Routing:

Cynthia Salinas

Created/Initiated - 07/22/2025

7. Staff's Recommendation:

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved- MAV

10. Director of Finance for Utilities: Approved - MSC

STATE OF TEXAS
 COUNTY OF HIDALGO
 CITY OF MCALLEN

The McAllen Public Utility Board (MPUB) convened in a Regular Meeting on **Tuesday, July 15, 2025**, at 4:00 pm at McAllen City Hall, Commission Chambers with the following present:

	Charles Amos	Chairman
	Ernest Williams	Vice-Chairman
	Albert Cardenas	Trustee
	Ricardo Godinez	Trustee
Absent	Javier Villalobos	Mayor/Ex-Officio
Staff:	Marco A Vega, P.E.	General Manager
	Juan J. Rodriguez	Assistant General Manager
	Austin Stevenson	City Attorney
	Cynthia Salinas	Utility Board Secretary
	David Garza	Director of Wastewater Systems
	Juan Vallejo	Assistant Director of Water Systems
	Maria Chavero	Director of Treasury Management
	Janet Landeros	Grants and Contracts Coordinator
	Jose Esqueda	Chief Photojournalist
	Leticia Puentes	Utility Engineering-Designer
	Rafael Balderas	Asst. Utility Engineer
	Jesus Cisneros	Water Plant Manager
	Emmanuel Hernandez	Water Plant Manager
	Katia Falcon	Water Administration
	Yesenia Tijerina	Water Administration
	Juan Pedraza	Maintenance Manager-T&D
	Erika Gomez	Utility Engineer
	Carlos Gonzalez	Utility Engineer
	Patrick Gray	GIS Coordinator
	Diana Izaguirre	Izaguirre Engineering Group
	Ralph Ochoa	Izaguirre Engineering Group
	Kelley Heller Vela	Rioplex Engineering

CALL TO ORDER:

Chairman Amos called the meeting to order at 4:07 p.m.

1. MINUTES:

- a) Approval of the Special Meeting Minutes held on June 19, 2025, Joint Meeting Minutes held on June 23, 2025, Workshop Minutes held on June 24, 2025, and the Regular Meeting Minutes held on June 24, 2025

Chairman Amos called for the motion to approve the minutes for the regular meeting held June 19, 2025, Joint Meeting Minutes held on June 23, 2025, Workshop Minutes held on June 24, 2025, and the Regular Meeting Minutes held on June 24, 2025.

Trustee Cardenas moved to approve the minutes. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

2. CONSENT AGENDA:

- a) Approval of Alhabra on 10th Subdivision (69 Townhomes / 1 Commercial Lot)
- b) Approval of Pioneer Gardens Subdivision
- c) Approval of the Buddy Owens Substation Subdivision
- d) Approval of Las Brisas Phase II Subdivision (105 Single Family Lots)
- e) Approval of Las Brisas Phase III Subdivision (135 Single Family Lots)

Mr. Marco A. Vega, P.E., General Manager, stated to the Board that all these items comply with all the Water and Wastewater requirements.

Chairman Amos requested a motion. Trustee Cardenas moved to approve. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

3. BIDS AND CONTRACTS:

a) Recommendation for selection and award of Design Phase Consulting Engineering Services for the SWWTP Lab Backup Generator Project

Mr. Marco A. Vega, P.E., General Manager, shared with the Board that this was a 50 percent matching grant that they were able to acquire for this project. Mr. Vega shared that this is for \$71,000 for design of the back-up generator at the Wastewater Plant. Mr. Vega added that the Texas Department of Emergency Management would fund the other half. Mr. Vega and Erika Gomez, Utility Engineer, provided clarification to statements posed by Trustee Cardenas and Trustee Godinez. Mr. Vega and Erika Gomez both confirmed that there will be money left over.

Chairman Amos requested a motion. Trustee Cardenas moved to approve. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

4. UTILITY LAYOUTS:

a) Consideration and Approval of Memorandum of Understanding between McAllen Public Utility and Contractor of Haven Hill Subdivision

Mr. Marco A. Vega, P.E., General Manager, made reference to an exhibit on the board packet that outlines what they did. He stated that the Haven Hill Subdivision is along 5 Mile West of Ware Road and provided the Board with reference to item 4b being the second part to the force main. Mr. Vega offered some information regarding this memo of understanding.

Chairman Amos called for the motion. Trustee Cardenas moved to approve. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

b) Consideration and Approval of Memorandum of Understanding between McAllen Public Utility and Contractor of Northwood Trails Subdivision Block II & III

Mr. Marco A. Vega, P.E., General Manager, shared with the Board that this item is regarding the second participation to the force main as referenced in item 4a, being the first part and item 4b being the second part. Mr. Vega offered some information regarding this Memos of Understanding.

Chairman Amos requested a motion. Trustee Cardenas moved to approve. Trustee Godinez seconded the motion. The motion carried unanimously by those present.

5. MANAGER'S REPORT:

6. FUTURE AGENDA ITEMS:

Mr. Marco A. Vega, P.E., General Manager, stated that the first two Budget Workshops will begin on Tuesday, August 5th and Wednesday, August 6th at the South Wastewater Treatment Plant at 8:00 a.m.

7. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

Austin Stevenson, City Attorney, advised Chairman Amos that item 7a and 7b are eligible to be discussed in executive session.

Chairman Amos asked for a motion to adjourn into Executive Session. Trustee Godinez moved to approve. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

The Board entered Executive Session at 4:14 p.m. and reconvened from Executive Session at 4:35 p.m.

- a) Consultation with City Attorney regarding pending litigation Tex. Gov’t Code Sec. 551.071.

Austin Stevenson, City Attorney, recommended that the Board entertain a motion to authorize the General Manager and Legal Counsel to proceed as discussed in Executive Session.

Chairman Amos asked for a motion. Trustee Godinez moved to approve. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

- b) Consultation with attorney regarding legal aspects of infrastructure project. Tex. Gov’t. Code § 551.071

Austin Stevenson, City Attorney, stated no action was required.

ADJOURNMENT

There being no other business to come before the Board, the meeting was unanimously adjourned at 4:36 p.m.

Charles Amos, Chairman

Attest:

Cynthia Salinas
Utility Board Secretary



AGENDA ITEM

2.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/18/2025

MEETING DATE

7/29/2025

1. Agenda Item: Consideration and possible action to write-off the 1st quarter bad debt fiscal year 2024-2025.

**2. Party Making Request:
Pablo Rodriguez, Customer Relations Manager**

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

5. Reimbursement:

6. Routing:
Pablo Rodriguez Created/Initiated - 07/18/2025

7. Staff's Recommendation: Approval of \$20,588.31

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC

Memo

To: Mark Vega, General Manager
From: Pablo M. Rodriguez, Assistant Director –Customer Relations
Thru: Maria Chavero, Director of Finance for Utilities
Date: 7/18/2025
Re: Bad Debt write-offs for 1st Quarter FY 2024-2025

Attached for your review and consideration is a list of delinquent accounts for the 1st Quarter of FY 2024-2025 (October 1, 2024–December 31, 2024). Staff is recommending approval of the bad debt write-off for \$20,588.31 which constitutes 0.20% of collected revenues for same period. Billed revenues totaled \$10,418,328.85. The breakdown for the proposed bad debt write-off is illustrated below:

By Fund:

Fund	1st Qtr FY 2024-2025 Revenues	Amount of Write-Off	Percent of Revenues
Water	\$5,592,204.39	\$11,657.14	0.11%
Sewer	\$4,826,124.46	\$8,931.17	0.09%
Total	\$10,418,328.85	\$20,588.31	0.20%

By customer type:

Type	No. of Accounts	Amount of Write-Off	Percent of Write-Off	Percent of Revenues
Rental	202	\$15,049.53	73.10%	0.14%
Owned	75	\$5,538.78	26.90%	0.06%
Total	277	\$20,588.31	100.00%	0.20%

By customer class:

Water & Sewer	Amount of Write-Off	Percent of Write- Off	Percent of Revenues
Residential	\$19,354.38	94.01%	0.19%
Commercial	\$1,233.93	5.99%	0.01%
Multi-Family	\$0.00	0.00%	0.00%
Total	\$20,588.31	100.00%	0.20%

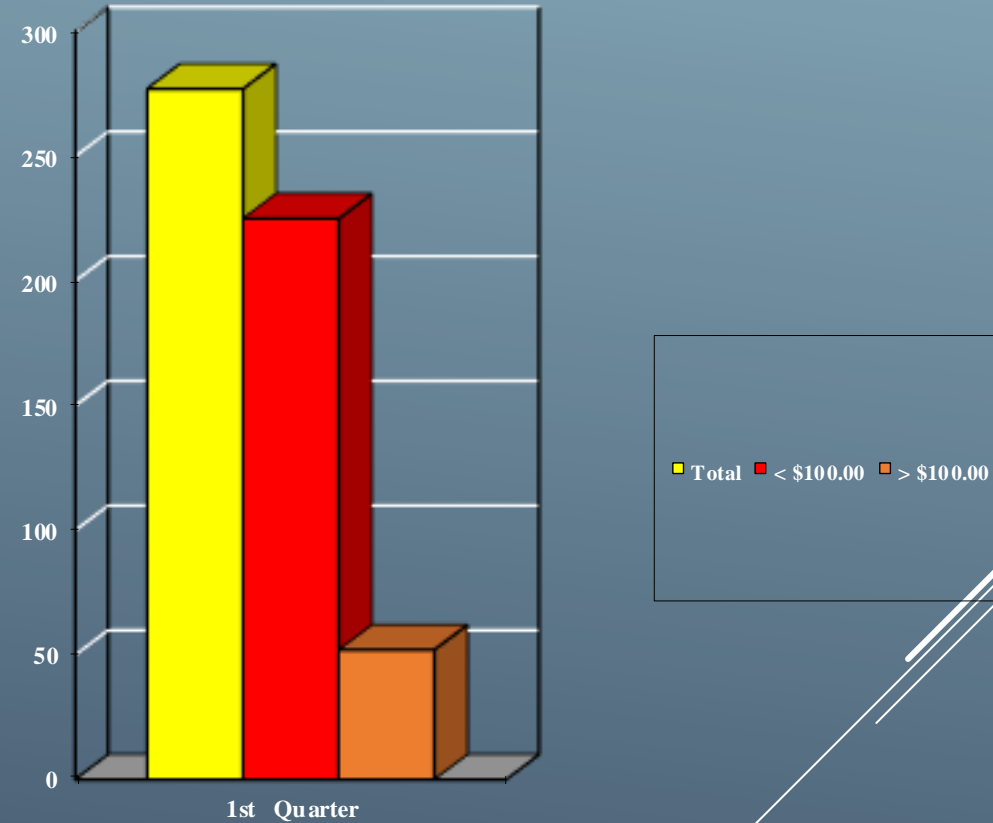


City of McAllen
McAllen Public Utility

Bad Debt Write-Off Report for
1st Quarter FY 2024-2025

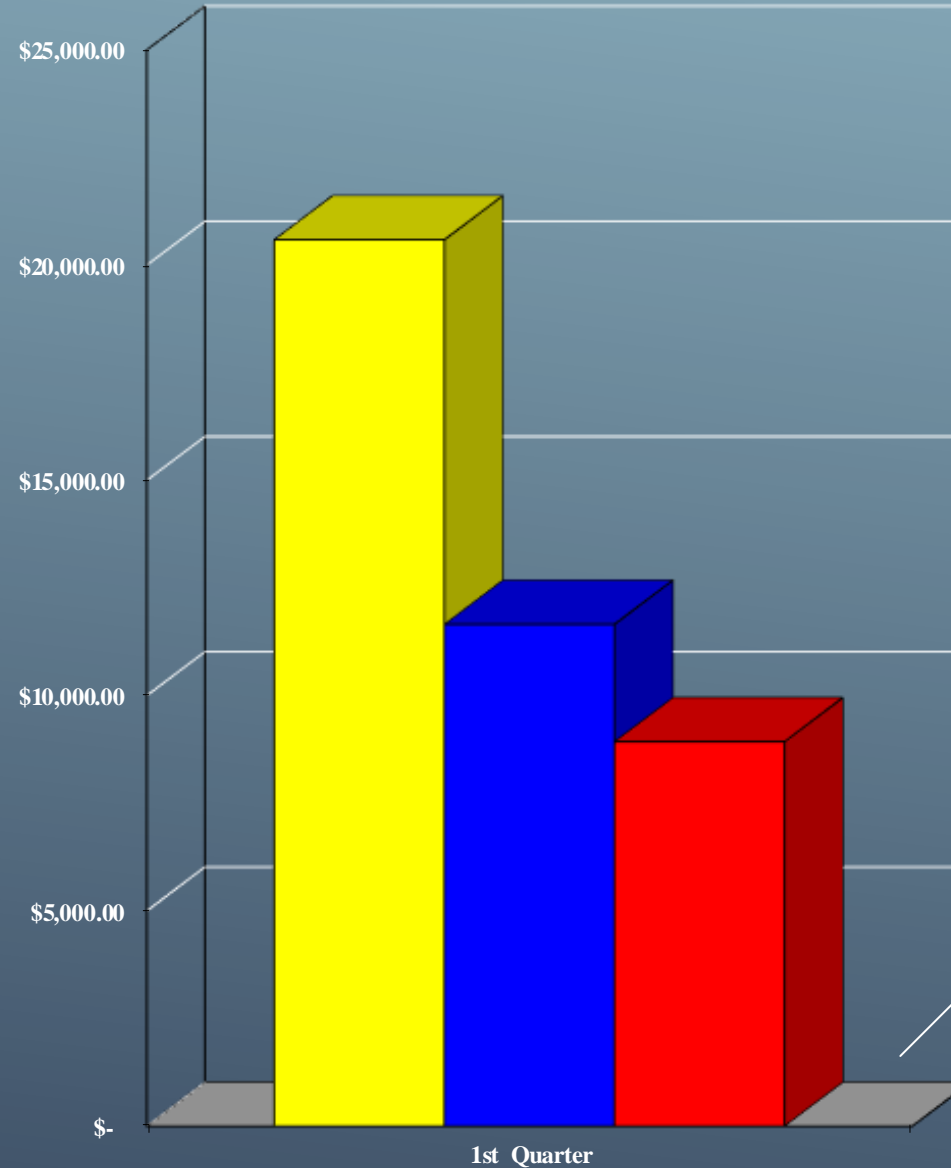
ACCOUNTS BREAKDOWN

- ▶ 277 Accounts on Report
\$20,588.31.
- ▶ 255 Accounts have
balances less than
\$100.00.
- ▶ 52 Accounts have
balances greater than
\$100.00.



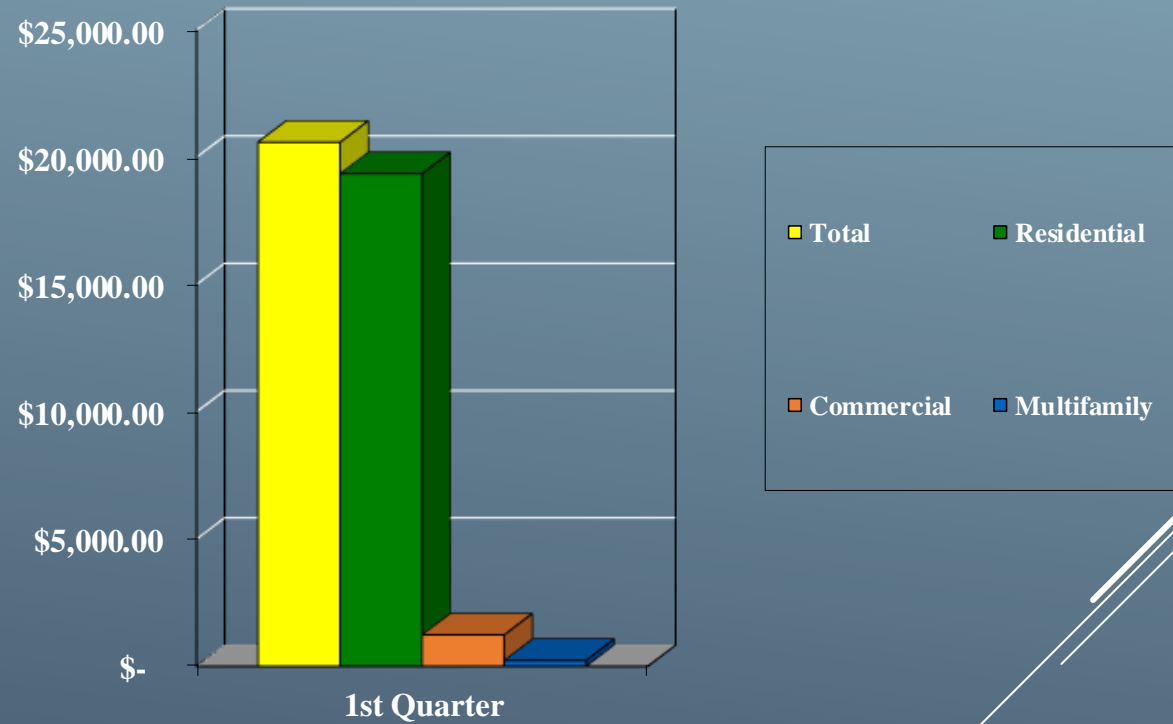
BY FUND TOTALS

- ▶ Total \$20,588.31
- ▶ Water - \$11,657.14
- ▶ Sewer - \$8,931.17
- ▶ Combined they represent .20% of 1st Qtr. Revenues



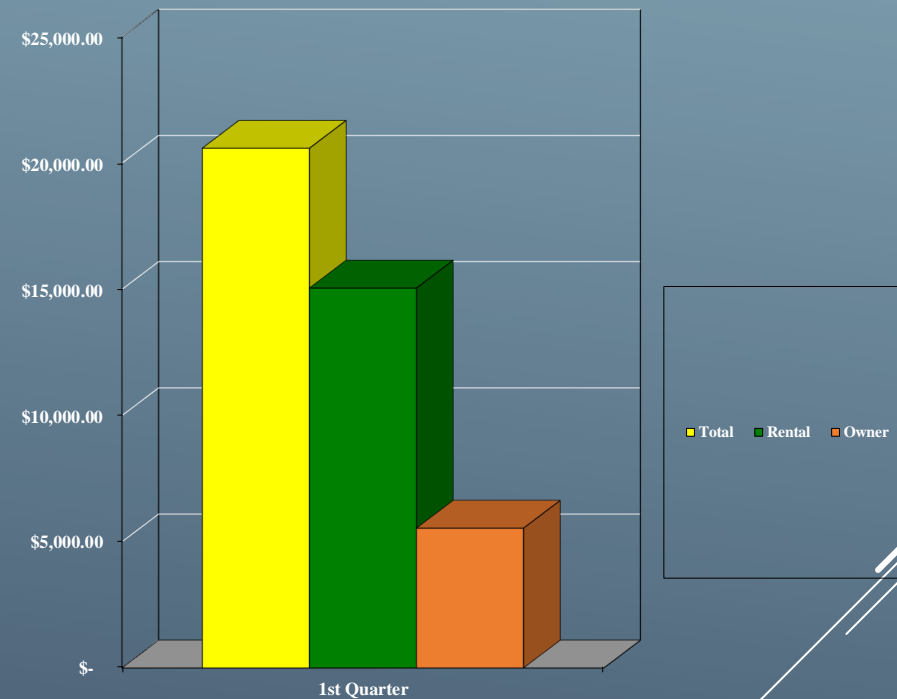
BY CUSTOMER CLASS

- ▶ Total - \$20,588.31
- ▶ Residential - \$19,354.38
- ▶ Commercial - \$1,233.93
- ▶ Multi-Family – \$0.00




BY CUSTOMER TYPE


- ▶ Total - \$20,588.31
- ▶ Rental - \$15,049.53
- ▶ Owner - \$5,538.78



ACCOUNTS WITH \$100.00 PLUS BALANCES SUMMARY.

- ▶ Of the 277 accounts on the list, 52 have balances greater than \$100.00
 - ▶ Accounts had a deposit and deposit was applied to the account.
 - ▶ Collection efforts are continuous.
- 
- Three parallel white lines of varying lengths are positioned in the bottom right corner of the slide, slanted diagonally upwards from left to right.

PROPOSAL

- ▶ 1st Quarter Bad Debt Write-Off –
\$20,588.31 / .20% of Revenues for same period.
 - ▶ Staff recommends approval of bad debt write-off for this period by the Board.
 - ▶ Thank You!
- 
- A series of three parallel white diagonal lines in the bottom right corner of the slide, extending from the middle of the right edge towards the bottom left.

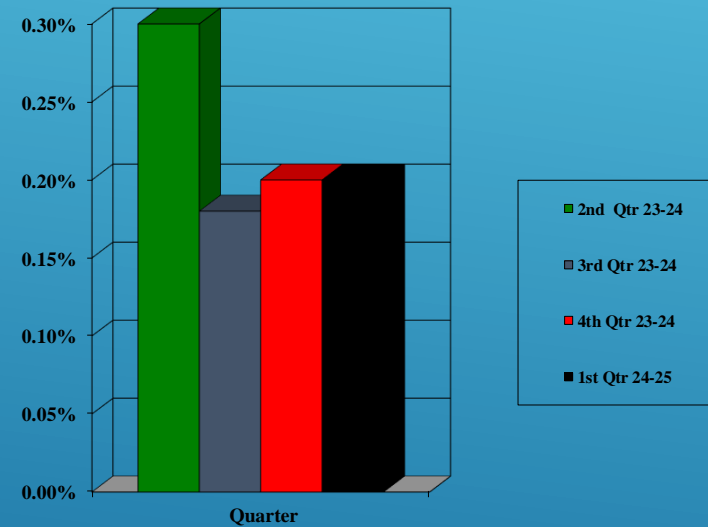


City of McAllen
McAllen Public Utility

Trend Analysis of Bad Debt
Last Four Quarters

TREND ANALYSIS OF BAD DEBT

- ▶ 2nd Qtr 23-24 .30%
- ▶ 3rd Qtr 23-24 .18%
- ▶ 4th Qtr 23-24 .20%
- ▶ 1st Qtr 24-25 .20%



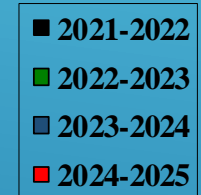
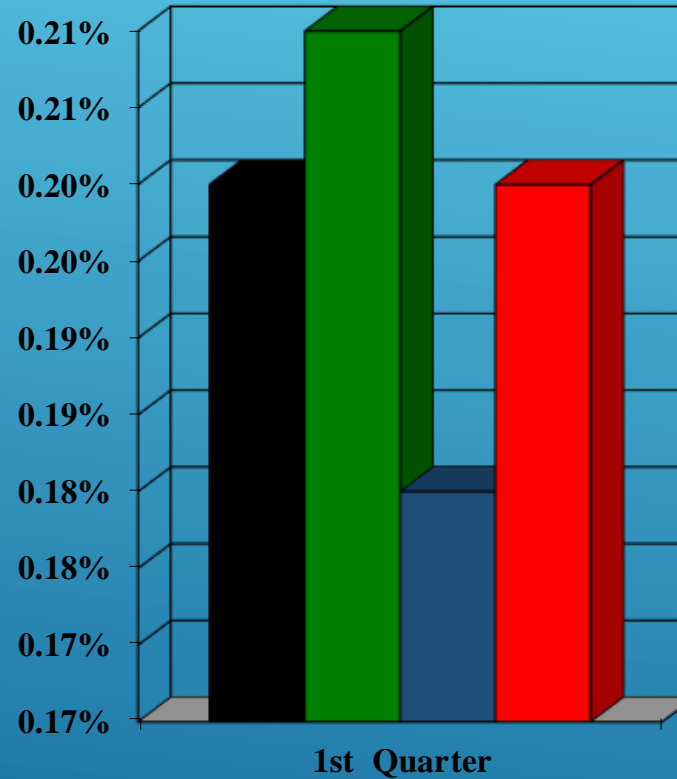


City of McAllen
McAllen Public Utility

Trend Analysis of Bad Debt
Past Four Years – 1st Quarter

TREND ANALYSIS OF BAD DEBT

- ▶ 2021 -2022 - .20%
- ▶ 2022-2023 - .21%
- ▶ 2023-2024 - .18%
- ▶ 2024-2025 - .20%





AGENDA ITEM

2.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/22/2025

MEETING DATE

7/29/2025

1. Agenda Item: Consideration and Approval for the Purchase and Delivery of Meter Boxes and Lids AML (Project No.09-22-SP30-153).

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

5. Reimbursement:

6. Routing:

Juan Pedraza

Created/Initiated - 07/22/2025

7. Staff's Recommendation:

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved -MAV

10. Director of Finance for Utilities: Approved - MSC



O.K. TO PROCEED.
[Signature]

Memo

To: Marco A. Vega, P.E. General Manager
From: Juan Pedraza, T&D Manager *[Signature]*
Thru: Edward Gonzalez, Director of Water Systems. *[Signature]*
Date: 7/11/2025
Re: Purchase & Delivery of Meter Boxes and Lids AMI (Project No. 09-22-SP30-153)

This memorandum serves as a formal request for approval to proceed with the purchase of 950 small meter boxes (DFW1219-10) and 80 large meter boxes (DFW13234C-12) from Core & Main LP. These quantities and the associated expenditure were previously approved by the Public Utilities Board (PUB) for Fiscal Year 2024-2025.

The meter boxes will be allocated for the establishment of new water accounts initiated by residents and developers, supporting the continued growth and expansion of the City's utility infrastructure.

The account to utilize this purchase will be from:

Account Number. 430-4030-446.66-30

Amount: \$ 83,609.60

Cost: DFW1219-10 (950) = \$72,381.60

Cost: DFW1324C-12 (80) = \$11,228.00

Total Amount: \$ 83,609.60



AGENDA ITEM

2.c.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/23/2025

MEETING DATE

7/29/2025

1. Agenda Item: Approval of Ware Village Subdivision (8 Commercial Lots)
2. Party Making Request:
Rafael Balderas Jr.
3. Nature of Request: Request of MPU Board approval from the developer of the proposed subdivision.
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: Wastewater Reimbursement to the developer of El Pacifico for the El Pacifico Wastewater Project in the amount of \$23,653.10. Wastewater Reimbursement to MPU for participation to the El Pacifico Wastewater Project in the amount of \$6,973.91.
6. Routing:
Rafael Balderas Jr. Created/Initiated - 07/23/2025
7. Staff's Recommendation: Staff recommends approval of the proposed subdivision with the conditions set forth.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved- MAV
10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

THRU: Carlos Gonzalez, P.E., Utility Engineer
Erika Gomez, P.E., Utility Engineer

FROM: Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

DATE: July 23, 2025

SUBJECT: **Ware Village Subdivision; Consideration & Approval of Subdivision**

This property is located on the north side of State Highway 107 and on the west side of Ware Road. It is located within the McAllen City Limits and is being proposed as C3 commercial. The tract consists of 36.334 acres and will be 8 lots for commercial use.

The subdivision application was originally filed with the City on October 14, 2024 and has received preliminary P&Z approval on May 6, 2025. The information required from the developer's engineer for this agenda was received on July 8, 2025.

Utility plan/availability is described as follows:

1. **Water Service:** The property falls within the Sharyland Water Supply Corporation water CCN. The applicant will be asked to comply with the typical City of McAllen subdivision requirements as they pertain to fire protection.
2. **Wastewater Service:** The applicant is proposing to install a 12-inch wastewater line to service the property, which would connect to the existing wastewater north east of the property.
3. The developer is planning to establish a reimbursement certificate, which will be presented in a future MPUB meeting.
4. This property falls within the El Pacifico Wastewater service areas.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following:
1.) Dedication of a utility easement possibly along the perimeter of the property, and where the main utility lines are being proposed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Execution of a Waterline Access Agreement between the developer, Sharyland Water Supply Corporation, and the City; 4.) Payment of a wastewater reimbursement to the developer of El Pacifico in the amount of \$23,653.10 for the El Pacifico Wastewater Project; and 5.) Payment of a wastewater reimbursement to MPU in the amount of \$6,973.91 for participation to the El Pacifico Wastewater Project.

I'll be available for further discussion/questions at the MPUB meeting.

UTILITY NARRATIVE

WARE VILLAGE SUBDIVISION

CITY OF MCALLEN

Proposed Ware Village Subdivision (in part formally Kamary and Kamary II Subd.) is an 8 lot commercial plat located at the immediate northwest corner of S.H. 107 and N. Ware Road. The tract is located within the limits of the City of McAllen and the sanitary sewer CCN of the City. The water CCN is the Sharyland WSC. Proposed use: Commercial Retail (mixed).

WATER AND FIRE PROTECTION:

A review of the SWSC water map for this area shows that there is an existing 6" water line along the west side of Bentsen Road, an 8" water along the north side of S.H. 107 and a 6" water line along the west side of N. Ware Road. At a pre-dev meeting held with the SWSC, the water supplier was advised that the MPU is requiring a new 8" water line along the east side of Bentsen Road. The SWSC has not objections to the new 8" water line other than to loop the new water line west under Bentsen Road at the NWC and tie in the new water line into the existing SWSC 6" waterline.

There is an existing 8" water line along the north side of S.H. 107 and no changes are being requested by the SWSC for that line. Water services will be provided for lots along S.H. 107 from this existing 8" SWSC water line.

There is an existing 6" water line along the west side of N. Ware Road. The SWSC has a master plan replacement of the existing 6" water line with a new 12" water line. The 12" water line shall be constructed by the SWSC and the developer shall be required to pay a construction fee when that line is constructed. The newly proposed 12" water line follows the planned widening and storm drainage improvements by TxDOT of N. Ware Ware Road along this proposed plat.

Fire hydrants along the perimeters of Bentsen Road, S.H. 107 and N. Ware Road shall be provided in accordance with City MPU spacing requirements. All new fire hydrants must also be approved by the SWSC and there are no objections from the SWSC for the placement of F.H.

It is also understood by the MPU and SWSC that additional internal F.H. may be required by the City as the developer begins to provide site plans for the development of the 8 lots. The internal fire hydrants would provide additional fire protection for the commercial building but at this time cannot be located as there is no site plan filed. However, the developer has provided a rendering of the proposed development of this tract – it is attached to this narrative.

Standard water services will be provided for each lot – not less than 1" and 2" meters – the size is driven by the proposed uses.

SANITARY SEWER:

A review of the City's utility map shows the existence of a sanitary sewer manhole located on the south side of the HCDD No. 1 ditch behind T-Rey Subdivision. From that manhole the city has a sewer line north and east receiving sewer from the north side of said ditch and transporting sewer east away from the existing manhole.

This developer is proposing to extend a 12" sanitary sewer line west (some 3,300 linear feet) from the City's manhole to the west to the west side of N. Ware Road and thence the new sewer line reduces in size to an 8" sewer line. The new 8" sewer line will be routed internally along a common access roadway and/or utility easements that will be provided along all of the lots where minimum 6" services shall be provided to service each commercial lot. It is possible that one or more of the service line(s) may be larger depending on the needs of the customer of the commercial lots.

Any sewer line located inside (internally) shall be located inside a utility easement and locations and sizes of easements shall be approved by the MPU. In addition to the internal sewer lines, the developer shall provide the new 8" sewer line to and through to at the SWC and NWC of this plat for future extension of the new 8" sewer line north and west away from this site. All proposed sewer lines are shown in schematic form with final designs provided to the MPU at a later time.

n:\subdivisionplats\warevillage.sub\utilitynarrative.051225

SEWER LINE REIMB. CALCULATIONS	
SEWER:	DEV. OF EL PACIFICO SUBDIVISION
COST:	\$591.81 x 36.334 AC \$21,502.82
10% ADMIN FEE <10 YEARS	2,150.28
SEWER LINE REIMBURSEMENT	\$23,653.10

SEWER LINE REIMB. CALCULATIONS			
SEWER:	MPU: EL PACIFICO PARTICIPATION		
COST:	\$174.49	x 36.334 AC	\$6,339.92
10% ADMIN FEE	<10 YEARS		633.99
SEWER LINE REIMBURSEMENT			\$6,973.91

Prepared By: RA Date: 7/1/2015 Reviewed By: _____

Signature: _____ MANAGER

Print: TROY BATHMAN

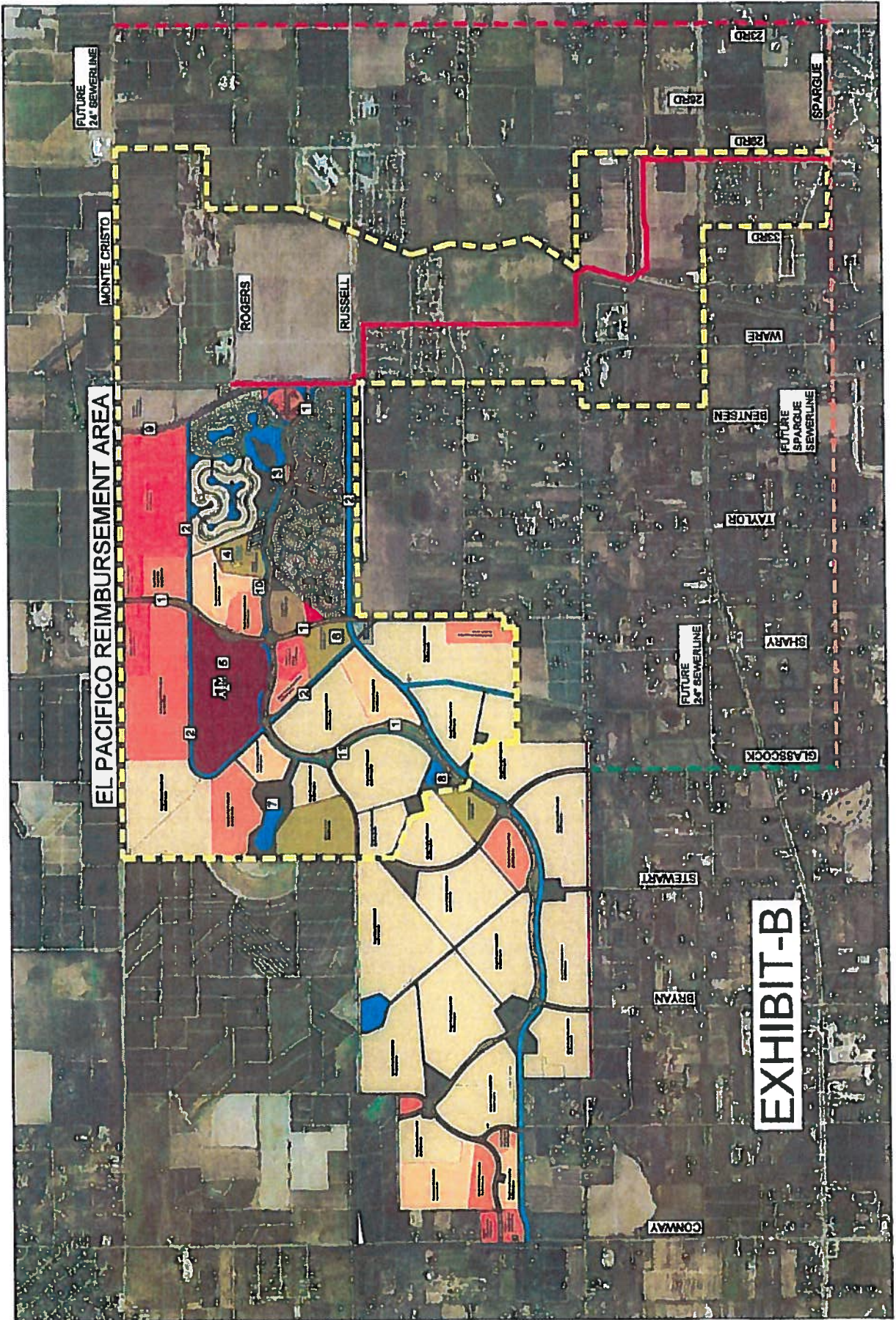


EXHIBIT-B

X

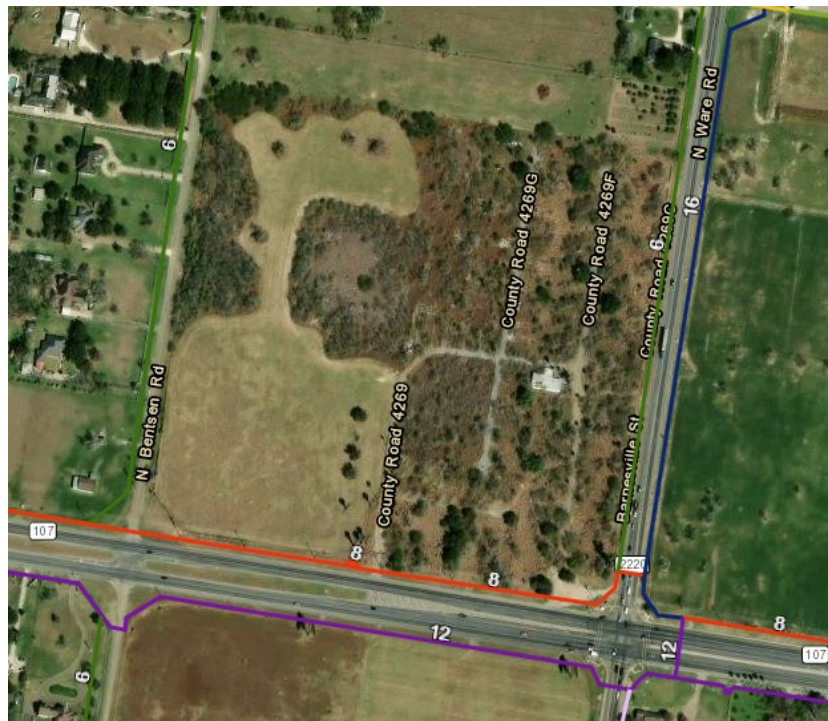


7/9/2025

RE: Ware Village – Existing Water Infrastructure
BEING A 36.334 GROSS ACRETRACT OF LAND, MORE OR LESS, CONTAINING A PART
OF LOTS 105, 106, 107 AND 108, PRIDE O' TEXAS SUBDIVISION, IDALGO COUNTY,
TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGES 58
AND 59, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

To whom it may concern,

This letter is intended to serve as a utility (water) availability letter for the Ware Village located at the City of McAllen Texas within the Sharyland Water Supply Corporation CCN. There is an existing waterline infrastructure along Ware Rd. and Hwy. 107.

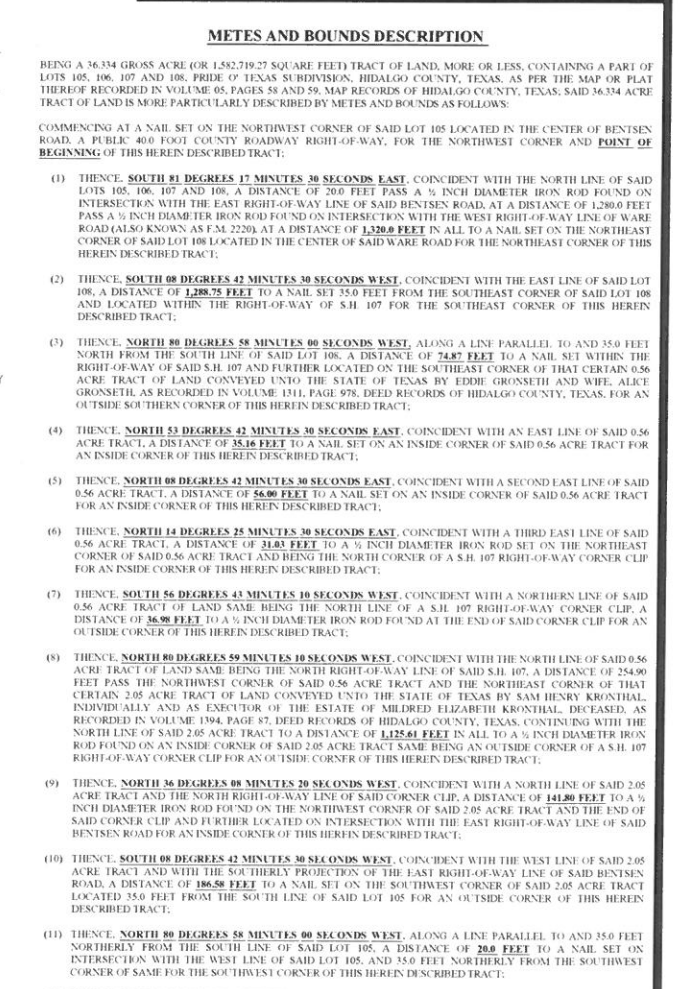
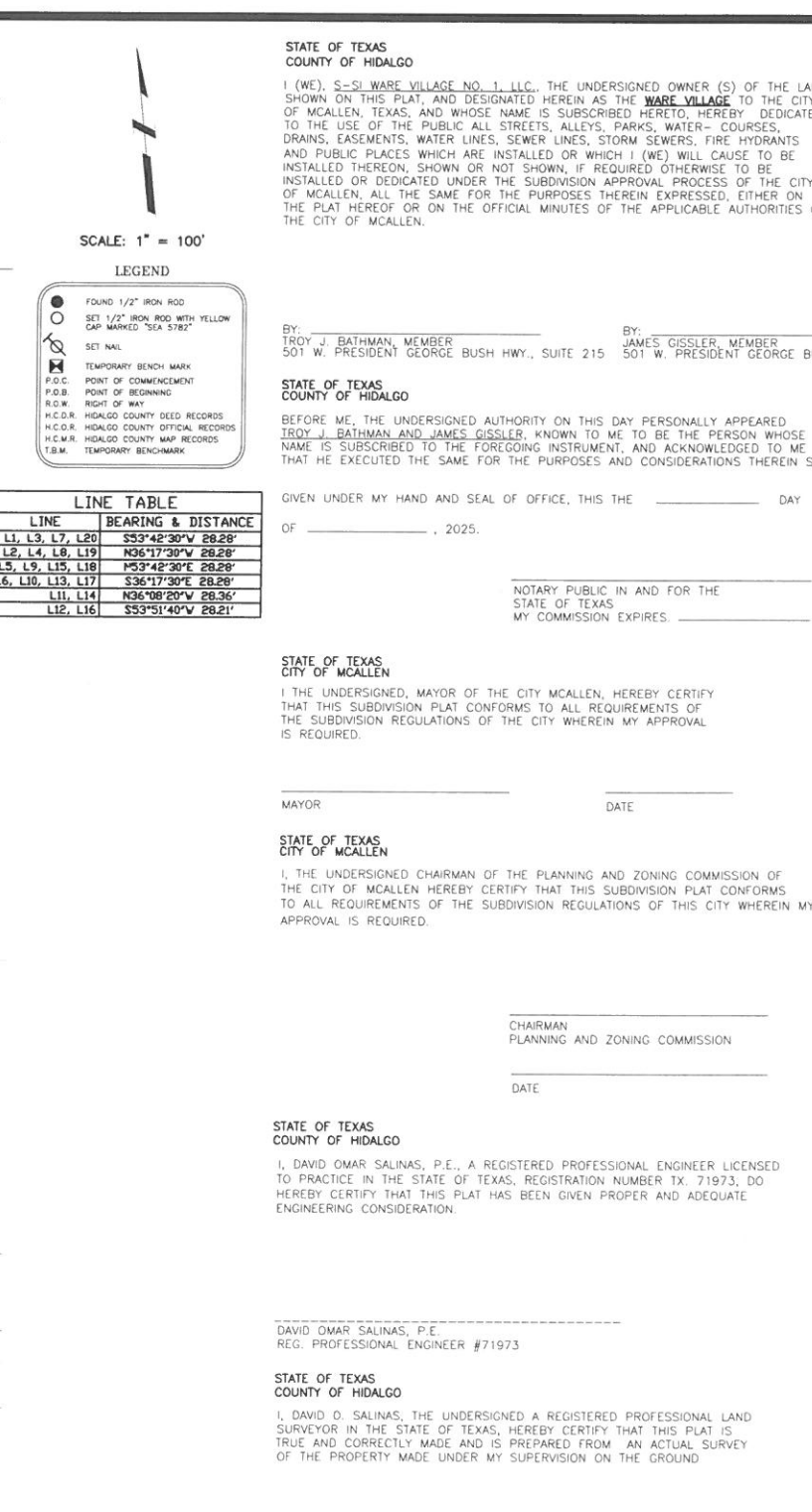


Sincerely,

Isidro Gutierrez

Isidro Gutierrez,

Graduate Engineer / Development Coordinator



2. LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "F" ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED 06/10/2000. COMMUNITY PANEL NO. 480334 (ZONE "F" AREA). AREAS DETERMINED TO BE IN ZONE "F" FLOODPLAIN.

3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE AS FOLLOWS:
 LOT 1: 129.00, LOTS 2 THRU 10: 125.00, LOTS 11 THRU 12: 125.50

4. A 5.0 FOOT WIDE MINIMUM SIDEWALK IS REQUIRED ON STATE HIGHWAY 107 AND NORTH WARD ROAD AND A 4.0 FOOT WIDE MINIMUM SIDEWALK REQUIRED ON NORTH BENTSEN ROAD.

5. THIS SUBDIVISION IS REQUIRED TO BE REQUIRED TO DETAIN A TOTAL OF 525,188.57 CUBIC FEET OR 11.80 ACRES OF FLOOD SUCH THAT EACH LOT SHALL DETAIN A TOTAL A MINIMUM PERCENTAGE OF FLOOD AS FOLLOWS:
 LOT 1: 302,602.92 CU FT LOT 5: 16,470.00 CU FT
 LOT 2: 42,277.18 CU FT LOT 6: 16,320.49 CU FT
 LOT 3: 10,717.17 CU FT LOT 7: 18,448.47 CU FT
 LOT 4: 26,748.63 CU FT LOT 8: 35,485.84 CU FT

6. MAXIMUM PERMISSIBLE TOTAL OFF-SITE DISCHARGE FLOWRATE = 18.26 CFS (10-YEAR STORM EVENT)

7. CONSTRUCTION OF ANY STRUCTURES ON OR WITHIN ANY EASEMENTS SHALL BE PROHIBITED

8. NO POTABLE DRINKING WATER LINE IS LOCATED WITHIN 150.0 FEET FROM THIS SUBDIVISION

9. IF BUFFER IS REQUIRED ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AREAS, A 20' BUFFER OF CONCRETE OR MASSIVE BUFFER IS REQUIRED BETWEEN SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL/INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USE

10. THE PLAN MUST BE REVIEWED BY PLANNING & ZONING COMMISSION PRIOR TO ISSUANCE OF DRAINAGE PERMIT

11. ANY REQUIRED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF DRAINAGE PERMIT.

12. BEING A 36,334 GROSS ACRE (OR 1,582,719.27 SQUARE FEET) TRACT OF LANDS, CONTAINING A PART OF LOTS 105, 106, 107 AND 108, PRIDE OF TEXAS HIGHLAND COUNTY, TEXAS, AS PER THE MAP OR PLAN THEREOF RECORDED VOLUME 05, PAGES 58 AND 59, MAP RECORDS OF HIBALGO COUNTY, TEXAS.

11. MCALLEN SURVEY CONTROL POINT NO. 33, LOCATED ON THE EAST BOUND LINE OF WARE ROAD 54 FT EAST OF THE EDGE OF PAVEMENT OF WARE ROAD AND 136 FT NORTH FROM THE CENTER LINE OF THE WATER TREATMENT PLANT DRAINWAY NO. 33 (ELEVATION 1186.60 FT).
 HORIZONTAL DATUM: NAD 83 (ELEVATION: 1067.2733380).
 NORTHING: 10641325.75345, EASTING: 10672733.380.

12. ALL SHARPLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF THE EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARPLAND WATER SUPPLY CORPORATION.

13. ALL COMMON AREA EASEMENTS ARE PRIVATE AND SHALL BE MAINTAINED BY LOT OWNERS AND NOT THE CITY OF MCALLEN. COMMON AREA EASEMENTS ARE TO BE UTILIZED BY ALL SERVICE AND UTILITY PROVIDERS, INCLUDING CITY SERVICES.

14. COMMON AREAS, ANY PRIVATE STREETS/DRIVEWAYS, COMMON AREA EASEMENTS, CATCH AREAS, ETC. MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.

15. SHOW SQUARE FOOTAGE FOR LOTS 2, 3, 4, 5, 6, 7 AND 8 TO THE CENTER OF THE ADJOINING 30' COMMON ACCESS EASEMENTS.

16. A MINIMUM 24 FT PRIVATE SERVICE DRIVE (ASPHALT PAVEMENT) WILL BE ESTABLISHED AS PART OF THE SITE PLAN AND MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.

[illegible]

POTABLE WATER SERVICE
 LOCATED AT McALLEN
 DIVISION'S POTABLE WATER
 R'S DESIGN ENGINEER, ALL
 ID WATER SUPPLY
 ENCIES.

FULL RESPONSIBILITY TO
 WATER SYSTEM IS
 WATER SUPPLY CORPORATION

APPROVED BY DRAINAGE DISTRICT.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE
 DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM
 STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C).
 THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE
 STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION.
 BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE
 RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO
 MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

ON DISTRICT NO. 1 ON
 024. HIDALGO COUNTY
 LE FOR DRAINAGE OR
 ON. IF DESIRED, THIS

RAUL E. SESIN, P.E., C.F.M.
 GENERAL MANAGER

DATE

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PUBLIC
 REVIEW BY THE CITY OF McALLEN ONLY & BY NO OTHERS U
 AUTHORITY OF DAVID OMAR SALINAS, P.E., TX REG. NO. 719
 MAY 23, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION

PRESIDENT

(12) THENCE, NORTH 08 DEGREES 42 MINUTES 30 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 105, A DISTANCE OF 1281.26 FEET TO THE POINT OF BEGINNING, CONTAINING 36.334 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE WEST 280 FEET OR 0.588 ACRES, MORE OR LESS, ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID S.H. 107 AND BENTSEN ROAD, AND 1.21 ACRES, MORE OR LESS, ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID WARE ROAD AND S.H. 107, LEAVING 34.525 NET ACRES OF LAND, MORE OR LESS.

HEARING SOURCE: RECORDED PLAT OF PRIDE OF TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS.
N/SUBDIVISION PLATS WARE VILLAGE SUB 36.334 032625

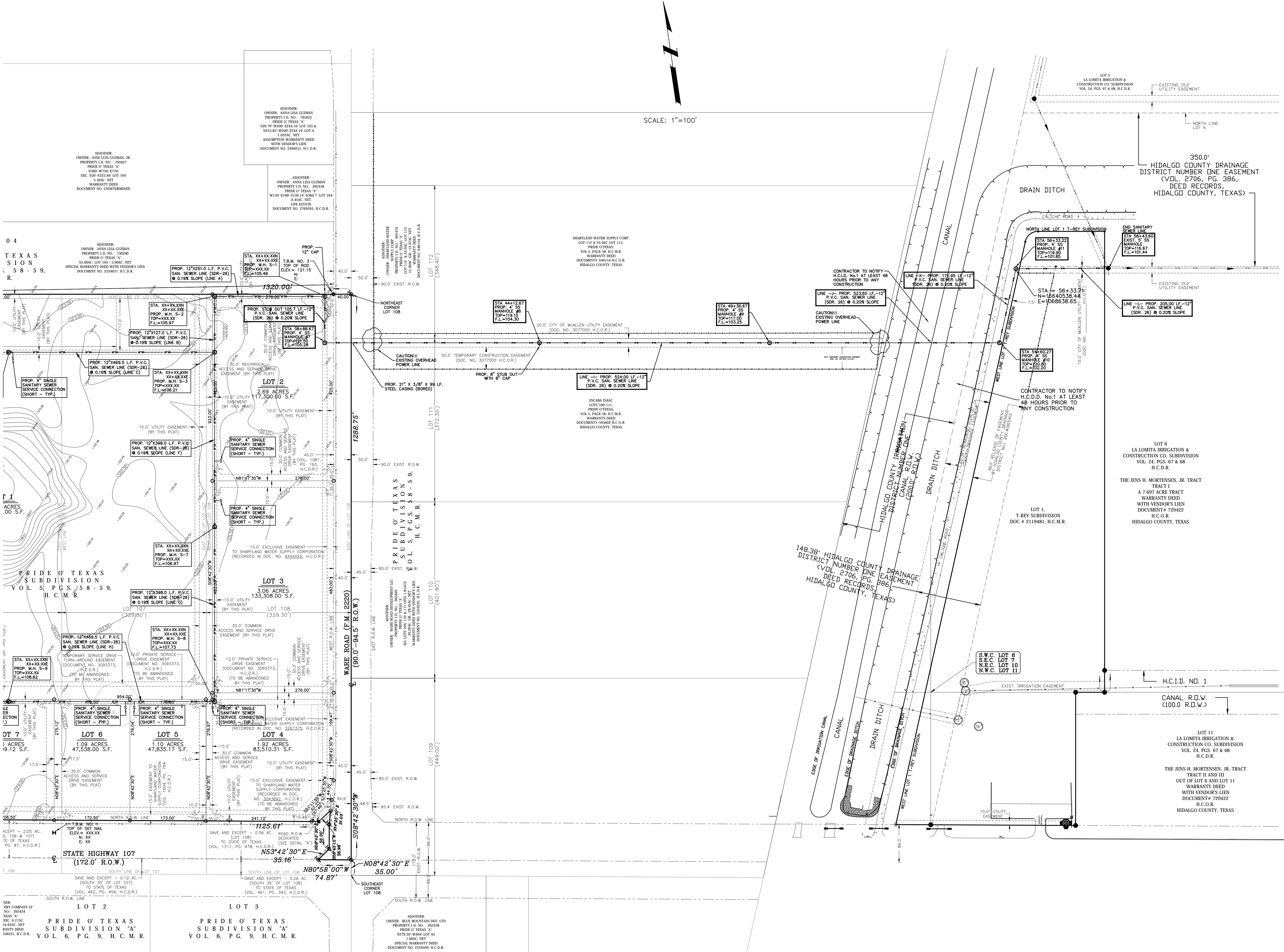
WARE VILLAGE

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
DATE OF REVISION: MAY 23, 2025.
JOB NUMBER: SP-24-26230
OWNER: S-SI WARE VILLAGE NO. 1, LLC.
501 W. PRESIDENT GEORGE L. BUSH HWY., SUITE 215
RICHARDSON, TEXAS 75080

SEEA

SALINAS ENGINEERING & ASSOCIATES
(F-6675) (TBPLS-10065700)
CONSULTING ENGINEER & SURVEYORS
22221 FADDILL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35, GIGGLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78723 (512) 238-5263

OF INTEREST
UNDER THE
73 ON
PURPOSES.



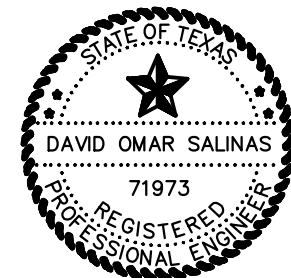
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SANITARY SEWER
LAYOUT
(ON-SITE)

Sheet Title:

WARE VILLAGE
SUBDIVISION

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 05/28/25

Scale: 1"=100'

Designed By: D.D.S.

Drawn By: A.E.

Checked By: D.D.S.

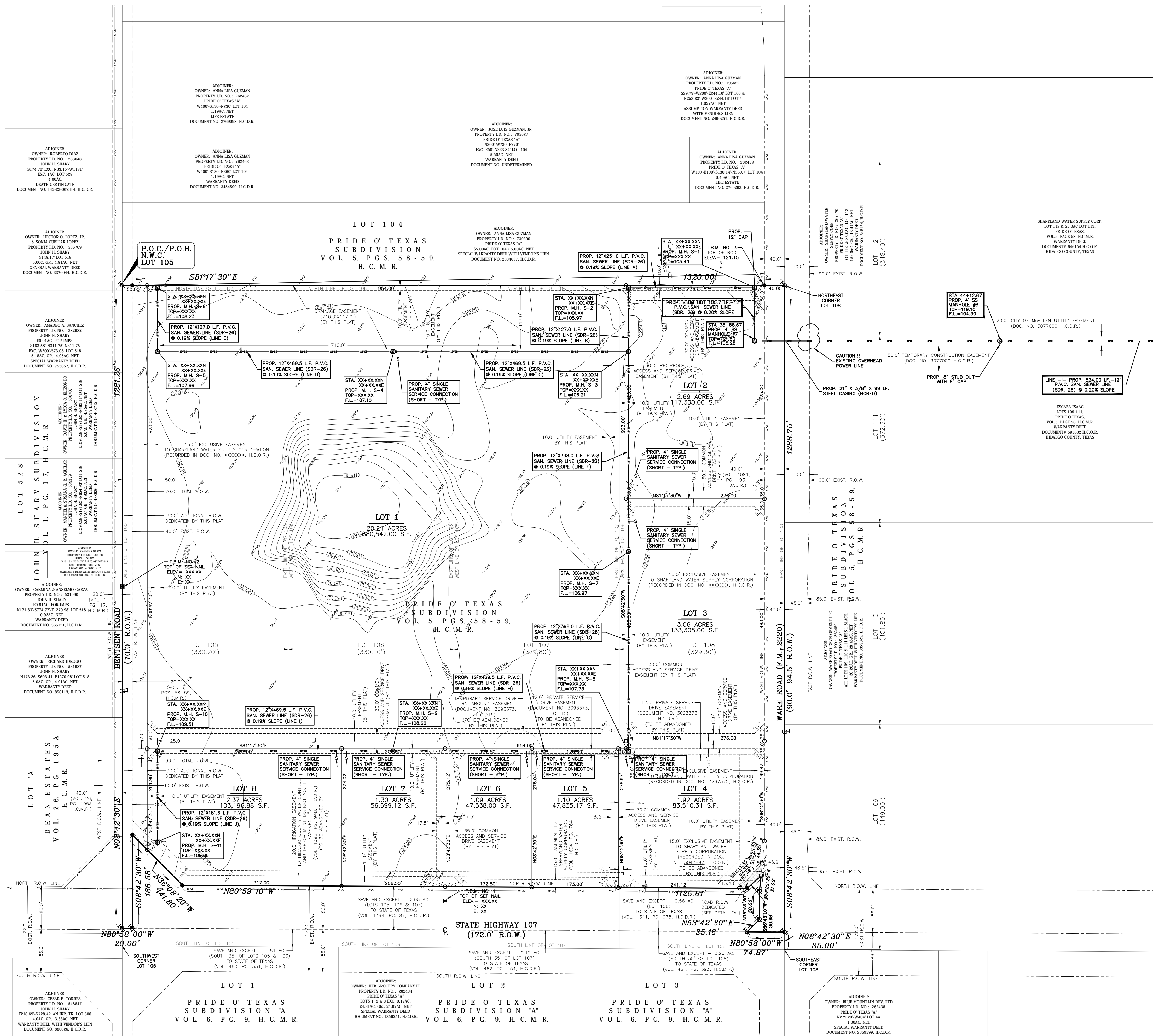
Approved By: D.D.S.

Project No: SP-24-26230

Drawing No: WARE_VILLAGE.DWG

Sheet 3 of 4

SCALE: 1"=100'



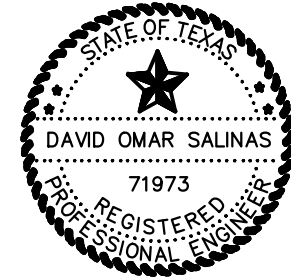
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WATER DISTRIBUTION
LAYOUT

Sheet Title:

WARE VILLAGE
SUBDIVISION

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 05/28/25

Scale: 1"=100'

Designed By: D.D.S.

Drawn By: A.E.

Checked By: D.D.S.

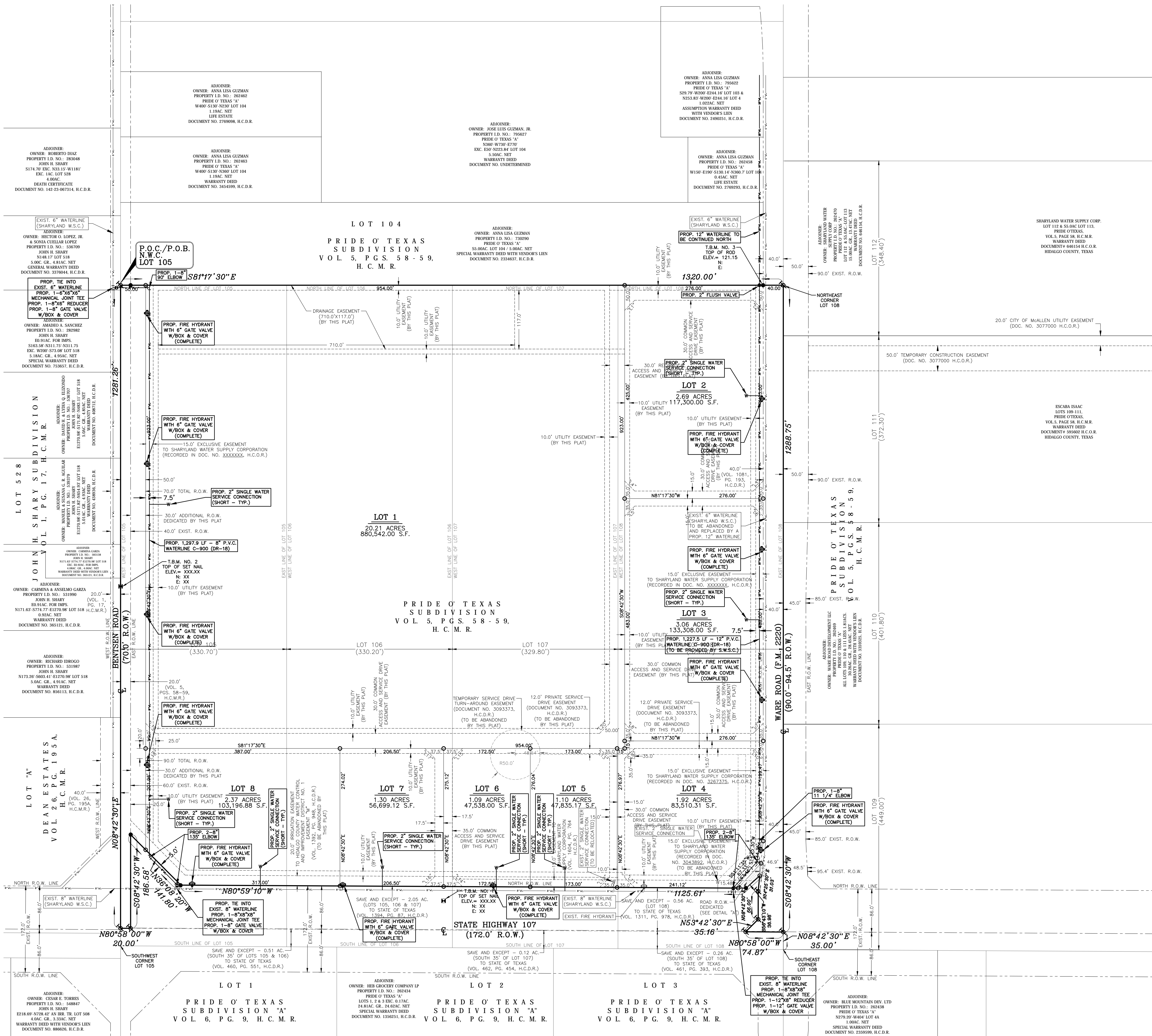
Approved By: D.D.S.

Project No: SP-24-26230

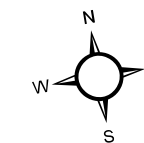
Drawing No: WARE_VILLAGE.DWG

Sheet 2 of 4

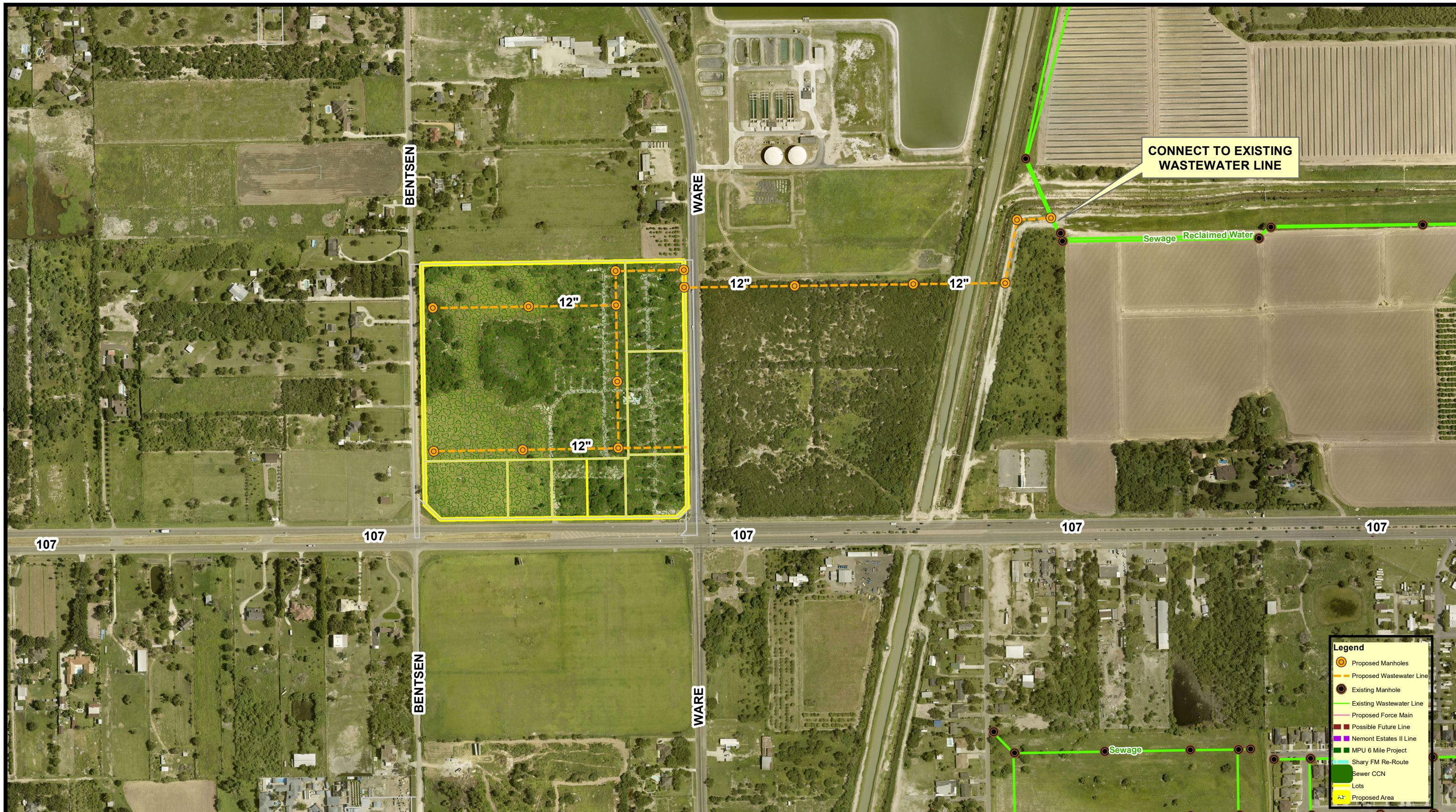
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1 inch = 421 feet





AGENDA ITEM

3.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/23/2025

MEETING DATE

7/29/2025

1. Agenda Item: Consideration and Possible Approval of the Award for Project No. 06-25-SP17-501 – Supply Contract for the Purchase and Delivery of Water Products.

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

5. Reimbursement:

6. Routing:

Juan Pedraza

Created/Initiated - 07/23/2025

7. Staff's Recommendation:

8. City Attorney: Approve. -AWS

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MSC



O.K. TO PROCEED.

[Signature]

Memo

To: Marco A. Vega, P.E. General Manager
Thru: Edward Gonzalez, Director of Water Systems *ef*
From: Juan Pedraza, T&D Manager *JP*
Date: 07/21/25
Re: Project No. 06-25-SP17-501 Purchase and Delivery of Water Products

The Transmission & Distribution Department, through Purchasing & Contracting Department initiated a solicitation process to obtain bids for materials required to support the installation, maintenance, and repairs of water lines and services across the MPU infrastructure.

On July 10, 2025 a total of three (3) sealed bids were received from local vendors: Core Main LP, Aguaworks Pipe & Supply LLC, and Ferguson Waterworks. Each vendor submitted pricing for a range of essential water system components.

After a comprehensive review in coordination with Purchasing & Contracting Department, Transmission & Distribution recommends awarding the contract to all three (3) local vendors. Purchases will be made based on the lowest unit price per item, product availability, and operational needs, allowing for competitive pricing and procurement flexibility.

Core Main:

- Items: #2, #3, #12, #15, #16, #21, #51, #60, #61, #67, #68

Aguaworks Pipe & Supply LLC:

- Items: #1, #8, #9, #10, #13, #14, #22, #23, #24, #25, #26, #27, #28, #29, #44, #46, #50, #52, #53, #54, #59, #66

Ferguson Water:

- Items: #4, #5, #6, #7, #11, #17, #18, #19, #20, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #45, #47, #48, #49, #55, #56, #57, #58, #62, #63, #64, #65,

Contract is to be awarded for a period of one (1) year with the option to extend for two (2) years in one-year increments. If awarded, staff is requesting authorization, with General Manager approval, to exercise the option to extend the contract for two (2) additional years, in one (1) year increments if the performance of the successful contractor is satisfactory and the unit price remain unchanged.

In addition, we respectfully request authorization to terminate such contract(s) with General Manager approval and re-award affected items(s) to the next low bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.



BID OPENING: THURSDAY, JULY 10, 2025, AT 2:00 PM (CDT)

LOCATION: CITY HALL CONFERENCE ROOM NO. 2A

PROJECT NO. 06-25-SP17-501 SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF WATER PRODUCTS

BIDDERS:						CORE & MAIN, LP MCALLEN, TX	AGUAWORKS PIPE & SUPPLY, LLC EDINBURG, TX		FERGUSON ENTERPRISES, LLC MISSION, TX	
NO.	INTERNAL REFERENCE NO.	INTERNAL STOCK NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	COMMENT	UNIT PRICE	COMMENT
1	340-60-01001-3	WPFHJMUELLER	(MUELLER Only) HYDRANT, FIRE 5-1/4" VALVE OPENER A423 HYDRANT, 4'-0" BURY OPEN LEFT, W/6" MECHANICAL JOINT ACCESSORY (EST. QTY 9) AWWA STANDARDS	EA	1	\$3,229.12	\$2,920.24	MU A423	\$3,049.72	M423501389
2	570-13-01002-0	WPBB1 1/4X3/4	BUSHING, BRONZE IP THREAD, 1 1/4"X3/4" - 570-13-01002-0."MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS(EST. QTY 30)	EA	1	\$7.27	\$8.59	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$41.19	BRLFBHF
3	570-13-01001-2	WPBB1X3/4	BUSHING, BRONZE IP THREAD 1"X3/4" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$3.75	\$4.79	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$41.19	
4	658-60-01001-9	WPC900/4P	PIPE, PVC C-900, 20 FT JOINT CL.150, 4 INCH (DR18 ONLY) AWWA STANDARDS (EST. QTY 8)	EA	1	\$5.96	\$5.76	THE PRICE IS PER LF	\$5.40	PER FT
5	658-60-01002-7	WPC900/6P	PIPE, PVC C-900, 20 FT JOINT CL.150, 6 INCH (DR18 ONLY) AWWA STANDARDS (EST. QTY 6)	EA	1	\$12.15	\$11.74	THE PRICE IS PER LF	\$10.99	PER FT
6	658-60-01003-5	WPC900/8P	PIPE, PVC C-900, 20 FT JOINT CL.150, 8 INCH (DR18 ONLY) AWWA STANDARDS (EST. QTY 4)	EA	1	\$20.86	\$20.14	THE PRICE IS PER LF	\$18.86	PER FT
7	658-60-01004-5	WPC900/12P	PIPE, PVC C-900, 20 FT JOINT CL.150, 12 INCH (DR18 ONLY) AWWA STANDARDS (EST. QTY 1)	EA	1	\$44.07	\$42.57	THE PRICE IS PER LF	\$39.86	PER FT
8	659-06-10001-1	WPCUP2MIPXPJCTS	ADAPTER, BRONZE 2" MIP X PJ CTS "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$95.75	\$88.29	MUP15428 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$89.72	MUELLER
9	659-33-01004-6	WPH150281	CORPORATION, VALVE, H-15028 1" 110 COMPRESSION CONNECTION FOR CTS TUBING, "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 30)	EA	1	\$66.84	\$58.29	MU15028 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$62.33	MUELLER
10	659-06-10002-6	WPWYE2X1	MULTISERVE, BRONZE 2"CTS X (4) 1" FIP SERVICE ADAPTER# 74765 OR EQUAL) "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 8)	EA	1	\$99.58	\$98.54	MU15355 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$134.42	MUELLER
11	659-33-02001-1	WPJ1961 2"	CORPORATION, MALE/FEMALE THREAD WITH LONGTEE HEAD J-1961 2" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$301.54	\$322.85	MUB2004610 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$276.40	MUELLER
12	659-33-03001-0	WPBCPLG2	COUPLING, BRONZE 2" - "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 12)	EA	1	\$22.62	\$28.30	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$81.74	MERRIT
13	659-33-04001-9	WPJ1303/4	COUPLING, METER J-130 3/4" X 2-1/2" - BRAND: BUY WHOLESALE "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 200)	EA	1	\$13.15	\$7.22	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$12.74	FORD
14	659-33-07003-2	WPH154033/4	COUPLING, STRAIGHT, H-15403 110 CONDUCTIVE COMPRESSION CONNECTION FOR CTS O.D. TUBING " BOTH ENDS 3/4IN "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS	EA	1	\$24.67	\$21.50	MUP15403 OR H15403 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$22.99	MUELLER
15	659-42-02001-0	WPELL2B90	ELL; 90 DEGREE, BRONZE 2" - BRAND: "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS AWWA STANDARDS (EST. QTY 10)	EA	1	\$26.26	\$32.84	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$86.89	MERRIT
16	659-44-01002-7	WP7F	FLANGE, METER #7F 2" (BUY WHOLESALE) "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$40.71	\$52.39	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$58.29	A606NBMFSET
17	659-50-02001-9	WPBN2X4	NIPPLES, BRONZE 2"X4" - "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 24)	EA	1	\$20.64	\$38.92	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$16.39	MERRIT
18	659-50-02002-7	WPBN2X6	NIPPLES, BRONZE 2"X6" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$30.47	\$57.49	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$29.38	MERRIT
19	659-50-02004-3	WPBN2X10	NIPPLES, BRONZE 2"X10" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$50.33	\$94.97	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$39.59	MERRIT

BIDDERS:						CORE & MAIN, LP MCALLEN, TX	AGUAWORKS PIPE & SUPPLY, LLC EDINBURG, TX		FERGUSON ENTERPRISES, LLC MISSION, TX	
NO.	INTERNAL REFERENCE NO.	INTERNAL STOCK NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	COMMENT	UNIT PRICE	COMMENT
20	659-50-02005-0	WPBN2X12	NIPPLES, BRONZE 2"X12" - BRAND: "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$60.35	\$113.32	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$56.84	MERRIT
21	659-50-01003-6	WPBN2	NIPPLES, BRONZE ALL THREAD 2" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$17.92	\$23.88	IMPORT ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$0.00	
22	659-73-01002-1	WPBS4X1	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 4.50-5.40(AC CL.150) 4X1" 659-73-01002-1 "MUST BE NSF 61 AP AWWA STANDARDS (EST. QTY 12)	EA	1	\$118.86	\$106.86	THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$115.48	MUELLER
23	659-73-00102	WPBS4X2	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 4.50-5.40(AC CL.150) 4X2" 659-73-00102 "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 12)	EA	1	\$150.78	\$138.64	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$146.68	MUELLER
24	659-73-02002-0	WPBS6X1	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 6.90-7.50(AC CL.150) 6X1" - "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$139.91	\$128.54	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$135.99	MUELLER
25	659-73-00202	WPBS6X2	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 6.90-7.50(AC CL.150) 6X2" - "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$175.74	\$161.58	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$170.95	MUELLER
26	659-73-03002-9	WPBS8X1	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 9.05-9.62(AC CL.150) 8X1" - "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 20)	EA	1	\$173.14	\$159.14	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$168.37	MUELLER
27	659-73-03003-7	WPBS8X2	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 9.05-9.62(AC CL.150) 8X2" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$198.44	\$182.58	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$193.16	MUELLER
28	659-73-04002-8	WPBS12X1	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 13.20-14.38(AC CL.150) 12X1" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" (AWWA STANDARDS EST. QTY 6)	EA	1	\$251.02	\$230.78	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$244.16	MUELLER
29	659-73-04003-6	WPBS12X2	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 13.20-14.38(AC CL.150) 12X2" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 6)	EA	1	\$298.82	\$265.05	MUBR2B ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$280.41	MUELLER
30	670-52-01001-3	WPFCC2X8	CLAMP, FCC, ALL STAINLESS STEEL O.D. 2.35-2.63 2"x8" - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 15)	EA	1	\$95.14	\$57.68	DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$91.00	SMITH BLAIR
31	670-52-02002-0	WPFCC4X8RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 4.95-5.35 4"x8" RB - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 10)	EA	1	\$113.01	\$75.60	POWER SEAL3121	\$108.10	SMITH BLAIR
32	670-52-02004-6	WPFCC4X8X1	CLAMP, FCC, ALL STAINLESS STEEL O.D. 5.10-5.50 4"x8"x1" IP (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 5)	EA	1	\$146.93	\$107.79	POWER SEAL 3131 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$140.54	SMITH BLAIR
33	670-52-05003-0	WPFCC4X12RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 4.95-5.35 4"x12" RB (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 8)	EA	1	\$184.25	\$127.44	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$176.24	SMITH BLAIR
34	670-52-03002-9	WPFCC6X8RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 7.05-7.45 6"x8" RB - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 6)	EA	1	\$125.95	\$89.23	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$120.48	SMITH BLAIR
35	670-52-00804	WPFCC6X12RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 7.05-7.45 6"x12" RB - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 6)	EA	1	\$204.93	\$142.69	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$196.02	SMITH BLAIR

BIDDERS:						CORE & MAIN, LP MCALLEN, TX	AGUAWORKS PIPE & SUPPLY, LLC EDINBURG, TX		FERGUSON ENTERPRISES, LLC MISSION, TX	
NO.	INTERNAL REFERENCE NO.	INTERNAL STOCK NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	COMMENT	UNIT PRICE	COMMENT
36	670-52-00803	WPFCC6X8X1	CLAMP, FCC, ALL STAINLESS STEEL O.D. 7.05-7.45 6"x8" x1" I/P - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 10)	EA	1	\$153.82	\$121.42	POWER SEAL 3131 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$147.13	SMITH BLAIR
37	670-52-04002-8	WPFCC8X8RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 9.30-9.70 8"x8" RB - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 6)	EA	1	\$151.73	\$159.46	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$171.72	SMITH BLAIR
38	670-52-04006-9	WPFCC8X12RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 9.27-9.67 8"x12" RB - (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 6)	EA	1	\$262.23	\$167.76	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$250.83	SMITH BLAIR
39	670-52-04004-4	WPFCC8X8X1	CLAMP, FCC, ALL STAINLESS STEEL O.D. 9.27-9.67 8"x8"x1" I/P (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 5)	EA	1	\$179.52	\$136.95	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$168.65	SMITH BLAIR
40	670-52-05002-7	WPFCC12X12RB	CLAMP, FCC, ALL STAINLESS STEEL O.D. 14.00-14.40 12"x12" RB (BRAND: SMITH BLAIR ONLY) SINGLE PANEL STAINLESS STEEL WITH DUCTILE IRON LUG CLOSURE AWWA STANDARDS (EST. QTY 6)	EA	1	\$315.02	\$249.05	POWER SEAL 3121 ALL FULL CIRCLE CLAMP WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15 % HIGHER A \$2500.00 MINIMUM ON POWER SEAL PRODUCT WILL APPLY	\$301.33	SMITH BLAIR
41	670-58-03002-3	WPTT1	TUFTUBE, 1" BLUE POLYETHYLENE CTS SDR-9 ASTM D-2737 (300 FT ROLL) (ENDOT) AWWA STANDARDS (EST. QTY 900)	FT	1	\$0.66	\$0.00	N/B	\$0.61	PER FT
42	670-58-03004-8	WPTT2	TUFTUBE, 2" BLUE POLYETHYLENE CTS SDR-9 ASTM D-2737 (100 FT ROLL) FOR PORTABLE WATER (ENDOT) (EST. QTY 200) AWWA STANDARDS	FT	1	\$2.38	\$0.00	N/B	\$2.20	PER FT
43	670-58-03001-5	WPTT3/4	TUFTUBE, 3/4IN BLUE POLYETHYLENE CTS SDR-9 ASTM D-2737 (500 FT ROLL) AWWA STANDARDS (EST. QTY 1500)	FT	1	\$0.40	\$0.00	N/B	\$0.37	PER FT
44	670-64-01001-9	WPKV13332W3/4	ANGLE STOP, IP THREAD KV13-332W J-1527 3/4" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 50)	EA	1	\$42.07	\$34.48	MUP14265 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$43.10	FORD
45	670-64-02001-8	WPKV43332W3/4	ANGLE STOP, PJ KV43-332W J-4201 3/4" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 30)	EA	1	\$53.78	\$46.25	MUP14258 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$43.10	FORD
46	670-64-03001-10	WPANGSTP1X3/4CTS	ANGLE STOP, 1" CTS X 3/4 METER SWIVEL NUT, KV43-342W-NL OR APPROVED EQUAL (EST. QTY 50) AWWA STANDARDS	EA	1	\$59.40	\$51.12	MUP14258 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$60.25	FORD
47	670-64-02002-6	WPKV43444W1	ANGLE STOP, PJ KV43-444W 1" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" (EST. QTY 30) AWWA STANDARDS	EA	1	\$73.61	\$63.35	MUP14258 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$52.85	FORD
48	670-64-03001-7	WPB4133W3/4	CURBSTOP, PJ/IP B-41-33W J-1921W 3/4" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 5)	EA	1	\$81.41	\$72.52	MUP25170 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$54.63	FORD
49	670-64-03002-5	WPB41444W1	CURBSTOP, PJ/IP B41-444W 1" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" (EST. QTY 5) AWWA STANDARDS	EA	1	\$123.51	\$109.92	MUP25170 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$82.89	FORD
50	670-64-04001-6	WPU4843	U-BRANCH, P/J J-2613 FORD U-48-43 1"x3/4"x3/4"x14" (FORD) "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 50)	EA	1	\$95.73	\$94.02	MUP15363 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$144.36	FORD
51	890-40-03001-0	WPVBOXCOMPL	BOX, VALVE COMPLETE W/LID C/I #18-24S (TYLER/SIGMA) AWWA STANDARDS (EST. QTY 15)	EA	1	\$71.92	\$80.33	SIGMA IMPORT	\$118.00	SIGMA
52	890-40-04001-9	WPVBOXTOP	BOX, VALVE TOP SECTION W/LID #18-24S (SIGMA) AWWA STANDARDS (EST. QTY 10)	EA	1	\$42.50	\$33.75	SIGMA IMPORT	\$35.00	SIGMA
53	659-00101-1	WPJ1961 2"	CORPORATION, MALE/FEMALE THREAD WITH LONG TEE HEAD J-1961 2" "MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 10)	EA	1	\$301.54	\$276.19	MUP25028 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$276.40	MUELLER

BIDDERS:						CORE & MAIN, LP MCALLEN, TX	AGUAWORKS PIPE & SUPPLY, LLC EDINBURG, TX		FERGUSON ENTERPRISES, LLC MISSION, TX	
NO.	INTERNAL REFERENCE NO.	INTERNAL STOCK NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	COMMENT	UNIT PRICE	COMMENT
54	670-64-01002-7	WPFV13777W	ANGLE STOP, IP THREAD FLANGE FV13-777W 2" *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS (EST. QTY 5)	EA	1	\$284.66	\$246.62	MUP14258 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$265.19	FORD
55	670-64-01002-8	WPKV43444W2	ANGLE STOP, 2" PACK JOINT FOR CTS TUBING X METER FLANGE NL OR APPROVED EQUAL (EST. QTY 50) AWWA STANDARDS	EA	1	\$327.18	\$352.21	MUP14277 ALL BRASS FITTING WILL SHIP DIRECT FROM THE FACTORY ANYTHING PICKED UP OR DELIVERY OUT OF STOCK THE PRICE WILL BE 15% HIGHER	\$260.91	MUELLER
56	670-64-01002-9	WPH150281	CORPORATION, LONG TEE VALVE, H-15028NL 2"CTS COMPRESSION CONNECTION FOR CTS TUBING *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" (EST. QTY 50) AWWA STANDARDS	EA	1	\$318.67	\$0.00	N/B	\$271.57	MUELLER
57	658-60	WPC900/16P	ONLY)	EA	1	\$99.41	\$66.54		\$51.43	CL235
58	659-33	WPUNION1	COUPLING, STRAIGHT, CONDUCTIVE COMPRESSION CONNECTION FOR CTS O.D. TUBING " BOTH ENDS 1IN *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS	EA	1	\$35.60	\$0.00	N/B (THE NO BID IS NOT ACCESSIBLE)	\$32.44	AY MCDONALD
59	659-06	J	2 INCH MIP X PVC PACK JOINT ADAPTER	EA	1	\$119.65	\$88.29		\$113.11	FC8777NL
60	659-73	WPBS16X2NL	14.38(AC CL.150) 16X2" *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS	EA	1	\$430.29	\$714.49		\$579.62	MUELLER
61	659-73	WPBS16X1NL	SADDLES, BRONZE IP DOUBLE STRAP (DS) O.D. 13.20-14.38(AC CL.150) 16X1" *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS	EA	1	\$430.29	\$609.34		\$679.63	MUELLER
62	890-40	WPRISER51/4X2	2 INCH VALVE BOX RISERS	EA	1	\$45.50	\$36.15		\$33.94	IVBR514K PROSELECT
63	658-00	WP4-16MJRESTRAINT	PIPE MECHANICAL RESTRAINT SIZES RANGING FROM 4 INCH - 16 INCH.	EA	1	\$0.00	\$1,398.05		\$542.29	STAR
64	658-00	WP4-16MJPK	PIPE MECHANICAL JOINT REGULAR ACCESSORY SET GLAND PACK SIZES RANGING FROM 4 INCH - 16 INCH	EA	1	\$0.00	\$458.18		\$121.30	STAR
65	815-22	WP3-16FLGPCK	FLANGE GASKET/BOLT SET ACCESSORY SIZES RANGING FROM 3 INCH- 16 INCH	EA	1	\$0.00	\$0.00	N/B (THE NO BID IS NOT ACCESSIBLE)	\$320.02	FNW
66	890-45	WPMTRCPL1	COUPLING, METER 1" - BRAND: BUY WHOLESALE *MUST BE NSF 61 APPROVED/MUST MEET NSF/ANSI 61-G STANDARDS" AWWA STANDARDS	EA	1	\$14.91	\$11.30		\$13.41	JONES
67	885-94	WPHTHDRY/TECH	DRY/TEC HTH CHLORINE GRANULAR 5LBS BOTTLE NSF STANDARD 60, AWWA STANDARD	EA	1	\$27.95	\$36.64		\$50.77	LONZA DRYTECH
68	670-06	WPPIPEDOUGH	OATEY PIPE JOINT COMPOUND 4OZ.	EA	1	\$5.50	\$0.00	N/B (THE NO BID IS NOT ACCESSIBLE)	\$6.96	O310012
GRAND TOTAL:						\$10,721.77		\$11,740.61		\$11,758.52



AGENDA ITEM

3.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/23/2025

MEETING DATE

7/29/2025

1. Agenda Item: Consideration and approval of a Professional Services Contract with Envision Water on an Exploratory Brackish Groundwater Data Collection Project
2. Party Making Request:
Carlos Gonzalez, Development and Special Projects Engineer
3. Nature of Request: Consideration and approval of a Professional Services Contract with Envision Water on an Exploratory Brackish Groundwater Data Collection Project
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement:
6. Routing:
Carlos Gonzalez Created/Initiated - 07/23/2025
Gerardo Noriega -
7. Staff's Recommendation: Staff Recommends approval of Professional Services Contract with Envision Water as summarized in accompanying Staff Recommendation Memorandum
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC



Memo

TO: Marco A. Vega, PE., General Manager

FROM: Carlos Gonzalez, P.E., Utility Engineer

DATE: July 18, 2025

SUBJECT: Authorization to Enter into Subgrantee Agreement with Envision Water, LLC

Staff recommends Board approval for McAllen Public Utility (MPU) to enter into an agreement with Envision Water, LLC, to support a statewide brackish groundwater data collection effort.

Envision Water, LLC was selected through a Request for Qualifications (RFQ) process and awarded a professional services contract by the Texas Water Development Board (TWDB) to conduct a survey of stakeholders with exploratory brackish groundwater projects. Under this agreement, MPU will provide data from its well drilling activities at the North Water Treatment Plant. In return, MPU will be reimbursed on a time and materials basis, not to exceed \$250,000. Reimbursable costs include vendor payments and MPU staff time associated with data acquisition and preparation.

Staff is in support of participating in this state wide groundwater data collection project that will be used to improve understanding of local aquifers and thus recommend approval of contract agreement as proposed.



Standard Subcontract for Engineering Services

Env W Office Address: 5900 Balcones Drive Suite 18479, Austin, TX 78731

Project Name: Services to Survey Stakeholders with Brackish Groundwater Exploratory Projects

Project Number:

Subcontractor: McAllen Public Utility

Subcontractor's Address: 1300 Houston Ave., McAllen, TX 78501

ENVISION WATER, LLC (ENV W) has entered into a written agreement with the Texas Water Development Board (Client) dated October 30, 2024 (Prime Agreement) to provide services to survey stakeholders with brackish groundwater exploratory projects in Texas. The Prime Agreement is attached as Exhibit A.

ENV W and MCALLEN PUBLIC UTILITY (Subcontractor) have agreed that Subcontractor will perform the services described in Exhibit B, attached hereto, which are part of the Prime Agreement. The Services covered by this Subcontract will be performed in accordance with the terms and conditions stated herein (pages 2-6 of this Subcontract), together with any attachments or schedules. This Subcontract, when signed by both parties, shall become effective on June 1, 2025 and supersedes all prior agreements or understandings regarding this project. This Subcontract may only be changed by written amendment executed by both parties and approved by the Client.

Compensation for the work shall be on a time and materials basis. Time-related charges shall be billed to ENV W in accordance with the rates shown on the Subcontractor's billing rate sheet attached as Exhibit C. Charges for direct reimbursable expenses shall be at actual cost, and cost receipts will be required for reimbursement by ENV W. The maximum fee for the Scope of Services shall not exceed \$250,000.

The Scope of Services shall be completed by May 31, 2026.

ENV W and Subcontractor hereto execute this Subcontract effective as of the date shown above.

Subcontractor

By: _____

Printed Name: _____

Title: _____

Subcontractor's Social Security or
Federal ID number: _____

ENV W, LLC.

By: Michelle Sutherland

Printed Name: Michelle Sutherland

Title: Principal

I. COMPENSATION

ENV W agrees to pay, and Subcontractor agrees to accept compensation in accordance with the Subcontract to which these terms are a part. The amount of Subcontractor's invoice shall be included in ENV W's invoice to Client. Payment to Subcontractor shall be made within 30 days of ENV W's invoice payment from TWDB. Costs associated with data collection efforts can be reimbursed for services starting from the execution date of the prime contract.

II. OWNERSHIP OF DOCUMENTS

Originals of design and study notes, calculations, correspondence, and similar material shall be maintained by Subcontractor and made available to ENV W on request. Ownership of the documents shall remain with the party that authored the specific documents.

III. CONFIDENTIALITY

In the event Subcontractor is compelled by subpoena, court order, or administrative order ("Order") to disclose any confidential information, Subcontractor shall promptly notify ENV W and shall cooperate with ENV W prior to disclosure so that ENV W and/or its Client may take necessary actions to protect such confidential information from disclosure.

IV. PRIME AGREEMENT

To the extent permitted by law, those obligations ENV W has assumed to the Client under the Prime Agreement, which are applicable to the Subcontractor's Scope of Services herein, shall in turn be assumed by the Subcontractor to ENV W. Where a provision or clause of the Prime Agreement incorporated herein is inconsistent with a provision of this Subcontract, the provision of the Prime Agreement shall govern.

V. HEALTH AND SAFETY

Subcontractor has full responsibility for safety of its employees and agents, including providing appropriate safety equipment for its field personnel.

In performance of the work, Subcontractor shall (a) comply with applicable federal, state and local statutes, regulations and ordinances regarding health and safety, (b) prepare and comply with its own Health and Safety Plan, as well as any Health and Safety Plan prepared by ENV W for the site, and (c) comply with any applicable safety requirements established by Client for the site.

VI. JOBSITE CONDITIONS

ENV W assumes no responsibility or liability for the accuracy or completeness of documents that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at, on, or under the site, and all such documents and information shall remain the property of Client.

VII. RESPONSIBILITY OF SUBCONTRACTOR

STANDARD OF CARE. Subcontractor shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services and in accordance with accepted and sound professional practices and procedures.

INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor, and is responsible for the means and methods of carrying out the scope of services and for the safety of its employees and agents. ENV W retains the right to require that the services provided by Subcontractor meet specific standards without regard to the manner and means of accomplishment thereof. Except as agreed to in writing by ENV W, Subcontractor shall not subcontract the performance of any services to lower-tier subcontractors.

VIII. INDEMNIFICATION

The Subcontractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENV W and Client and their respective officers, directors and employees (collectively, Indemnitees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Subcontractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Subcontractor is legally liable.

IX. INSURANCE

For the purpose of this SUBCONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions on the part of the SUBCONTRACTOR. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, ENV W, the Client, and employees and officials of the Client from liability arising out of this SUBCONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the Client and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused solely by the SUBCONTRACTOR (S), arising out of the activities under this SUBCONTRACT. The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work

X. LIENS

Subcontractor will promptly pay for all services, labor, materials, and equipment used or employed by Subcontractor in the Scope of Services, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanics or other liens.

XI. ASSIGNMENT

The Subcontractor may not assign this Subcontract without the prior written consent of ENV W.

XII. TERMINATION

TERMINATION FOR CONVENIENCE. ENV W may terminate all or part of this Subcontract for its convenience. In such event, Subcontractor shall be compensated for reasonable services competently performed up to the date of termination, and reasonable termination expenses as determined at the discretion of ENV W. Subcontractor will not be entitled to compensation for profit on services not performed.

TERMINATION FOR DEFAULT. If Subcontractor fails to provide the services in accordance with the standard of care or, if Subcontractor otherwise materially breaches this Subcontract, then ENV W may, by written notice, terminate this Subcontract if Subcontractor fails to cure or correct the default within a period of ten working days from the notice of noncompliance and threatened termination. Subcontractor will not be entitled to termination expenses.

XIII. CHOICE OF LAW; JURISDICTION

This Subcontract shall be administered and interpreted under the laws of the state of Texas. Jurisdiction of litigation arising from the Subcontract shall be in that state.

XIV. SEVERABILITY

If any of the provisions of this Subcontract are held invalid or unenforceable under applicable law, the enforceability of the other remaining provisions shall not be impaired.

XV. INTEGRATION

This Subcontract represents the entire understanding of the parties as to the subject matter of this Subcontract. No other oral or written understanding shall be of any force or effect with respect to those matters. No terms and conditions on Subcontractor's invoices or proposals shall modify or change in any way the terms and conditions agreed to in this Subcontract; any such terms and conditions inconsistent with the terms and conditions herein shall be deemed null and void. This Subcontract may not be modified except by an Amendment in writing, signed by both parties.

XVI. DISPUTES

ENV W and Subcontractor may pursue their respective remedies at law or equity for any claims, controversy or dispute relating to this Subcontract, except as follows: Subcontractor acknowledges that the Prime Agreement may include a disputes resolution clause pursuant to which ENV W may be limited to certain dispute resolution procedures (such as arbitration or administrative proceedings) in the event of a dispute relating to the Prime Agreement. With respect to disputes between ENV W and Client which relate in any way to this Subcontract, Subcontractor and ENV W agree to be bound by the dispute resolution procedures in the Prime Agreement in the same manner that ENV W is bound under the Prime Agreement.

XVII. ADDITIONAL TERMS SPECIFIED BY PRIME AGREEMENT

Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between Envision Water, LLC, and the Texas Water Development Board, TWDB Contract No. 2448302872, to the extent permitted by law. Subcontractor adopts by reference the requirements of Article VII of TWDB Contract No. 2448302872 for this Subcontract, to the extent permitted by law.

The following terms are specified to be included in the Subcontract by Article VII of the Prime Agreement

- This subcontract is subject to audit by the Texas State Auditor's Office and subcontractor is required to cooperate with any request for information from the Texas State Auditor, as further described in Article VII, Section 2, Paragraph A of the attached Prime Agreement.
- Payments under this Subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in Article VII, Section 2, Paragraph B of the attached Prime Agreement.
- Subcontractor shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in Article VII, Section 2, Paragraph D of the attached Prime Agreement.
- Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that Subcontractor is solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry.
- Subcontractor is an independent contractor and that the TWDB shall have no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.
- This Subcontract does not create any debt by or on behalf of the State of Texas and the Client. The Client's obligations under the Prime Agreement are contingent upon the availability of appropriated funds and the continued legal authority of the Client to enter into the Prime Agreement.



STATE OF TEXAS

TWDB CONTRACT NO. 2448302872

COUNTY OF TRAVIS

ENVISION WATER, LLC

This Contract, (hereinafter CONTRACT) between the Texas Water Development Board (hereinafter TWDB) and Envision Water, LLC (hereinafter CONTRACTOR), is composed of two parts: SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT; and SECTION II. STANDARD AGREEMENT. The terms and conditions set forth in SECTION I will take precedence over terms and conditions in SECTION II.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS
TO STANDARD AGREEMENT**

ARTICLE I. DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative
2. CONTRACTOR – ENVISION WATER, LLC
3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative
4. TWDB APPROVAL DATE – September 14, 2023
5. CONTRACT START DATE – Upon Execution by Both Parties
6. CONTRACT EXPIRATION DATE – AUGUST 31, 2026
7. TOTAL CONTRACT AMOUNT – Not to exceed \$ 400,000.00
8. PAYMENT REQUEST SCHEDULE – Monthly
9. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – NONE.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

Whereas, TWDB issued Request for Qualifications No. 580-24-RFQ-0017 (hereinafter “RFQ” or “the RFQ”) for SERVICES TO SURVEY STAKEHOLDERS WITH BRACKISH GROUNDWATER EXPLORATORY PROJECTS, attached hereto as EXHIBIT A; and

Whereas, CONTRACTOR submitted a Proposal in response to the RFQ, attached hereto as EXHIBIT B; and

Whereas, TWDB granted EXECUTIVE ADMINISTRATOR the authority to enter into this CONTRACT on TWDB APPROVAL DATE;

Now, therefore, TWDB and CONTRACTOR agree as follows:

ARTICLE II. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

CONTRACTOR will perform a survey of exploratory brackish groundwater projects and assist with the selected project’s data collection and cost reimbursement for the selected project. Exploratory in this context means that the average total dissolved solids concentration of the target aquifer has not been field-verified (with water quality samples), or that average production of the brackish resource has not been field-verified (with long-term aquifer testing), pursuant to Section II - Scope of Work of the RFQ, EXHIBIT A.

ARTICLE III. CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER PRODUCTS

1. This CONTRACT begins and CONTRACTOR is authorized to begin performing its obligations hereunder on the CONTRACT START DATE and expires on the CONTRACT EXPIRATION DATE. Delivery of acceptable deliverables constitutes completion of the terms of this CONTRACT. CONTRACTOR must notify EXECUTIVE ADMINISTRATOR in writing and the contract manager in person within one business day of any problems encountered that could delay the timely completion of any portion of this CONTRACT.
2. CONTRACTOR must submit the deliverables defined in Section II - Scope of Work of the RFQ, EXHIBIT A.

NOTE: The electronic copy of a final report(s) or other deliverable(s) must comply with the requirements and standards specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites). Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference can be found at:
<https://www.w3.org/WAI/WCAG21/quickref/>.

Complying with this clause will require demonstrated proof of compliance utilizing TWDB's checklists. For the deliverable in .pdf format, use the checklist and verification form found at

https://www.twdb.texas.gov/about/contract_admin/doc/Accessibility-Checklist-and-Certification-with-Instructions.pdf to demonstrate compliance and submit the completed form with the deliverable. Acceptance of the final report(s) or other deliverable(s) is contingent upon compliance with this clause.

3. CONTRACTOR must submit the most recent progress report with submittal of payment requests according to the PAYMENT REQUEST SCHEDULE. Progress reports must be in writing and must include a brief statement of the overall progress made since the last status report; a brief description of any problems that have been encountered during the previous reporting period that will affect the study, delay the timely completion of any portion of this CONTRACT, inhibit the completion of or cause a change in any of the study's products or objectives; and a description of any action the CONTRACTOR plans to take to correct any problems that have been encountered.

ARTICLE IV. COMPENSATION AND REIMBURSEMENT

1. CONTRACTOR must submit payments and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT C. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total authorized amount by this CONTRACT for the task or category. Larger deviations require approval by EXECUTIVE ADMINISTRATOR or designee, which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement billings, including any subcontractor's expenses, EXECUTIVE ADMINISTRATOR must have determined that the contracts or agreements between CONTRACTOR and any subcontractor(s) are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

TWDB will reimburse CONTRACTOR for ninety percent (90%) of each invoice and will hold the remaining ten percent (10%) of each invoice as a retainage to be reimbursed upon completion and acceptance of the final deliverables by TWDB.

2. CONTRACTOR and its subcontractors must maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent

with Generally Accepted Accounting Principles.

3. CONTRACTOR must submit a progress report and the following documentation during each reporting period:
 - A. CONTRACTOR must submit a signed and completed payment request using the current spreadsheet located at:
http://www.twdb.texas.gov/about/contract_admin/index.asp. The completed and signed Payment Request Checklist includes the following:
 - (1) TWDB Contract Number
 - (2) Task Order Number
 - (3) Billing period; beginning (date) to ending (date)
 - (4) Total Expenses for the billing period.
 - (5) Labor-related costs are to be itemized as follows:
 - a. Personnel Name
 - b. Labor Category
 - c. Hours Worked
 - d. Actual Rate
 - (6) Amount of retainage to be withheld for the billing period
 - (7) Total costs to be reimbursed by TWDB for the billing period, and
 - (8) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed related to this contract.
 - B. For direct expenses incurred by CONTRACTOR other than subcontracted work:
 - (1) Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
 - C. For direct expenses incurred by CONTRACTOR for subcontracted work:
 - (1) Copies of invoices from the subcontractors to CONTRACTOR; and
 - (2) Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable.).
 - D. For travel expenses for CONTRACTOR and/or subcontractor(s):
 - (1) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2023, Article IX, Part 5, as amended or superseded.
 - (2) Receipts for lodging.
 - (3) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
 - (4) All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

4. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
5. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR must resubmit the Payment Request Checklist dated after execution of the amendment.
6. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

It is agreed that all works developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and CONTRACTOR. CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part and, if present conveyance is ineffective under applicable law, agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and CONTRACTOR each have full and unrestricted rights to use such works with no compensation obligation.

CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors.

1. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.
 - A. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
 - B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or part.

- C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.
 - D. TWDB and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.
- 2. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor(s) in, or otherwise resulting from, the performance of services under this CONTRACT.
- 3. For purposes of this Article, "Subcontractor Works" includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors' Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:
 - A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
 - i. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of all Subcontractor Works, with No Compensation Obligation; or
 - ii. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation
- 4. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.

ARTICLE VI. AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to CONTRACTOR. Upon receipt of such termination notice, CONTRACTOR must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders as far as such orders are chargeable to this CONTRACT. CONTRACTOR must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay CONTRACTOR for work actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.
2. EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.
 - B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between Envision Water, LLC, and the Texas Water Development Board, TWDB Contract No. 2448302872 Subcontractor adopts by reference the requirements of Article VII of TWDB Contract No. 2448302872 for this Subcontract."
2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:
 - A. The Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor;
 - B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature;

- C. Ownership of data, materials, and work papers, in any media, which is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Article;
- D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles;
- E. Subcontractor is solely responsible for securing all required licenses and permits from local, state, and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
- F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury, or death.

ARTICLE VIII. LICENSES, PERMITS, AND INSURANCE

- 1. For the purposes of this CONTRACT, CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. CONTRACTOR must obtain all necessary insurance, in the judgment of CONTRACTOR, to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT, but in no event less than the amounts specified in the Request for Qualifications attached hereto as EXHIBIT A.
- 2. CONTRACTOR is solely and entirely responsible for procuring all appropriate licenses and permits that may be required by any competent authority for CONTRACTOR to perform the subject work.
- 3. CONTRACTOR must maintain professional liability insurance in a minimum amount of \$1 million during the term of this CONTRACT and any extension(s).

ARTICLE IX. SEVERANCE PROVISION

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

ARTICLE X. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used by TWDB and CONTRACTOR to attempt to resolve all disputes arising under the CONTRACT.
- C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
- D. **False Statements.** If CONTRACTOR signed its bid or response with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications, or affirmations included in its response, CONTRACTOR will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.
- G. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- H. **Public Information Act.** Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the state pursuant to the solicitation or contract and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State.
- I. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. **Assignment Prohibited.** CONTRACTOR may not assign the contract or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, the contract without the prior written consent of TWDB. and any attempted or purported assignment, transfer, or delegation thereof without such consent will be null and void.

2. STANDARDS OF PERFORMANCE

- A. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. Qualified personnel are persons who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and

care for their trade or profession. CONTRACTOR must not assign or subcontract the whole or any part of this CONTRACT without the prior written consent of TWDB.

- B. **Proprietary and Confidential Information.** CONTRACTOR understands and agrees that during the performance of the services under this CONTRACT, CONTRACTOR may receive information from TWDB that is confidential and not subject to disclosure under state or federal law. CONTRACTOR agrees not to release such confidential information to third parties and to use it only for the purpose of performing the work under this CONTRACT. TWDB will appropriately mark confidential information provided to CONTRACTOR and CONTRACTOR must return such confidential information when it is no longer required to perform the services or at the termination of this CONTRACT, whichever is sooner. CONTRACTOR may mark information provided to TWDB as proprietary or confidential. Such marking must be obviously visible and clearly show what information CONTRACTOR claims is proprietary and confidential. CONTRACTOR understands that documents generated in the course of representation of a governmental body may be subject to the Texas Public Information Act, Texas Government Code, Chapter 552.
- C. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- D. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- F. **Contracting Information Responsibilities.** In accordance with Texas Government Code § 552.372, CONTRACTOR agrees to (1) preserve all

contracting information related to the contract as provided by the records retention requirements applicable to TWDB for the duration of the CONTRACT, (2) promptly provide to TWDB any contracting information related to the CONTRACT that is in the custody or possession of CONTRACTOR on request; and (3) on termination or expiration of the contract, either provide at no cost to TWDB all contracting information related to the contract that is in the custody or possession of CONTRACTOR or preserve the contracting information related to the CONTRACT as provided by the records retention requirements applicable to TWDB. Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code Chapter 552 Subchapter J may apply to the CONTRACT, and CONTRACTOR agrees that the CONTRACT can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

3. AFFIRMATIONS AND CERTIFICATIONS

- A. **Antitrust.** CONTRACTOR represents and warrants that, in accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor the firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such firm, corporation, partnership or institution, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its proposal to any competitor or any other person engaged in the same line of business as CONTRACTOR.
- B. **Buy Texas.** CONTRACTOR agrees to comply with Texas Government Code § 2155.4441, requiring the purchase of products and materials produced in the State of Texas when performing service contracts.
- C. **Child Support Obligation.** Under Texas Family Code § 231.006, CONTRACTOR certifies that the individual or business entity named in its proposal or response is not ineligible to receive the specified payment and acknowledges that any contract resulting from this procurement may be terminated and payment may be withheld if this certification is inaccurate.
- D. **COVID-19 Vaccine Passport Prohibition.** CONTRACTOR certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from CONTRACTOR's business. CONTRACTOR acknowledges that such a vaccine or recovery requirement would make CONTRACTOR ineligible for a state-funded contract.
- E. **Dealings with Public Servants.** Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.

- F. **Debts and Delinquencies.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.
- G. **Disclosure of Prior State Employment.** In accordance with Texas Government Code § 2254.033, relating to consulting services, CONTRACTOR certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of its RFQ Response or, in the alternative, CONTRACTOR has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- H. **Energy Company Boycotts.** CONTRACTOR represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Texas Government Code § 2274.002 does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CONTRACTOR must promptly notify TWDB.
- I. **E-Verify Program.** CONTRACTOR certifies that for contracts for services, CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: 1) all persons employed by CONTRACTOR to perform duties within Texas; and 2) all persons, including Sub CONTRACTORS, assigned by CONTRACTOR to perform work pursuant to the CONTRACT within the United States of America.
- J. **Entities that Boycott Israel.** CONTRACTOR represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott Israel; or (2) the verification required by Texas Government Code § 2271.002 does not apply to the CONTRACT. If circumstances relevant to this provision change during the course of the CONTRACT, CONTRACTOR will promptly notify TWDB.
- K. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- L. **Executive Head of a State Agency.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of TWDB,

(2) a person who at any time during the four years before the date of the contract was the executive head of TWDB, or (3) a person who employs a current or former executive head of TWDB.

- M. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- N. **Firearm Entities and Trade Associations Discrimination.** CONTRACTOR verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Texas Government Code § 2274.002 does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CONTRACTOR must promptly notify TWDB.
- O. **Former Agency Employees.** CONTRACTOR represents and warrants that none of its employees, including but not limited to those authorized to provide services under the CONTRACT, were employees of TWDB during the 12-month period immediately prior to the date of the CONTRACT.
- P. **Foreign Terrorist Organizations.** CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- Q. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- R. **Lobbying Prohibition.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- S. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably

create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.

- T. **Prior Disaster Relief Contract Violation.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, as defined by Texas Government Code § 418.004. Under Texas Government Code §§ 2155.006 and 2261.053, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that the CONTRACT may be terminated and payment withheld if this certification is inaccurate.

- U. **Restricted Employment for Certain State Personnel.** Pursuant to Texas Government Code § 572.069, RESPONDENT/CONTRACTOR certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Agency involving Respondent within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

- V. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

- W. **Cybersecurity Training.** If CONTRACTOR has access to any state computer system or database, CONTRACTOR must complete cybersecurity training and verify completion of the training program to TWDB pursuant to and in accordance with Texas Government Code § 2054.5192. CONTRACTOR must provide a unique email address for every employee who will be working under the CONTRACT and must notify TWDB's Contract Manager upon completion of the training.

- X. **Critical Infrastructure.** Pursuant to Texas Government Code § 2274.0102, CONTRACTOR certifies that neither it nor its parent company, nor any affiliate of CONTRACTOR or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2274.0103, or (2) headquartered in any of those

countries.

- Y. **Restricted Employment for Certain State Personnel.** Pursuant to Texas Government Code § 572.069, CONTRACTOR certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TWDB involving CONTRACTOR within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

ARTICLE XI. CORRESPONDENCE

All correspondence between the parties must be made to the following:

For **TWDB**:

Contract Administration Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

For **CONTRACTOR**:

Contract Issues:

Michelle Sutherland
Envision Water, LLC
5900 Balcones Drive Suite 18479
Austin, TX 78731
Email: msutherland@envisionwater.com

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Payment Request Submission:

Michelle Sutherland
Envision Water, LLC
5900 Balcones Drive Suite 18479
Austin, TX 78731
Email: msutherland@envisionwater.com

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

Physical Address:

Envision Water, LLC
5900 Balcones Drive Suite 18479
Austin, TX 78731

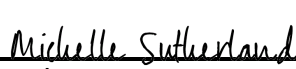
IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

ENVISION WATER, LLC



Bryan McMath
Executive Administrator



Michelle Sutherland
Principal

Date: 10/30/2024

Date: 10/28/2024



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

AGENDA ITEM MEMO

BOARD MEETING DATE: September 14, 2023

TO: Board Members

THROUGH: Jeff Walker, Executive Administrator
Ashley Harden, General Counsel
Rebecca Trevino, Chief Financial Officer
John T. Dupnik, P.G., Deputy Executive Administrator, Water Science and Conservation John Dupnik

Digitally signed by John Dupnik
Date: 2023.09.07 10:20:39 -05'00'

FROM: Natalie Ballew, P.G., Director, Groundwater Natalie J. Ballew
Kristie Laughlin, P.G., Manager, Brackish Resource Aquifer Characterization System (BRACS) Kristie Laughlin

Digitally signed by Natalie J. Ballew
Date: 2023.09.06 13:32:23 -05'00'

Digitally signed by Kristie Laughlin
Date: 2023.09.06 13:20:01 -05'00'

SUBJECT: Technical Studies to Support Brackish Groundwater Production Zone Designations

ACTION REQUESTED

Consider authorizing the Executive Administrator to publish solicitations, award, and execute contracts, in a total amount not to exceed \$1,681,446 for technical studies to support brackish groundwater production zone designations.

BACKGROUND

In 2023, the 88th Texas Legislature appropriated \$1,681,446 for Fiscal Years 2024 and 2025 to the TWDB for conducting studies supporting brackish groundwater production zone designation in Texas aquifers, excluding the Dockum Aquifer. Each fiscal year, \$840,723 of these funds must be transferred to the Water Assistance Fund No. 480 to fulfill this purpose.

These appropriations are related to funding initially provided by the 84th Texas Legislature in 2015 to implement Texas Water Code Section 16.060, which directed the TWDB to identify and designate brackish groundwater production zones in areas of the state with moderate to high availability and productivity of brackish groundwater that met certain criteria. To date, BRACS staff (and contractors) have completed 14 aquifer studies, and have nine remaining aquifers that will need to be characterized by December 1, 2032.

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member | L'Oreal Stepney, P.E., Board Member
Jeff Walker, Executive Administrator

Board Members
September 14, 2023
Page 2

KEY ISSUES

The following projects have been identified for funding after reviewing needs for studies and technical tasks for brackish aquifers eligible for brackish groundwater production zone designation. In proposing the projects listed below, we considered research needs identified internally, project ideas solicited from external stakeholders, and policy recommendations provided by regional water planning groups. BRACS received 11 stakeholder ideas, and we incorporated one of them into item 3. The TWDB will publish a request for qualifications for each project.

1. Develop a BRACS study for the Ellenburger-San Saba and Hickory aquifers (not to exceed \$550,000)

The Ellenburger-San Saba and Hickory aquifers are two of the remaining nine aquifers that must have BRACS studies completed before December 1, 2032. The contractor will characterize the hydrogeology and water quality of the aquifers, calculate salinity using geophysical logs, delineate salinity zones, calculate volumes for each salinity zone, and identify potential production areas. This will be a challenging study because these aquifers have complex geological structure and there is limited data available in some counties. Core analyses completed for a 2023 interagency study will be available to support the BRACS aquifer studies for these aquifers.

2. Develop a BRACS study for the Yegua-Jackson Aquifer (not to exceed \$400,000)

The Yegua-Jackson Aquifer is one of the remaining nine aquifers that must have BRACS studies completed before December 1, 2032. The contractor will characterize the hydrogeology and water quality of the aquifers, calculate salinity using geophysical logs, delineate salinity zones, calculate volumes for each salinity zone, and identify potential production areas. This will also be a challenging study because it will not be divided into regional portions, the upper contact of the Jackson can be difficult to identify, and there is not an abundance of previous studies available for this aquifer. Core analyses completed for a 2023 interagency study will be available to support the BRACS aquifer study for this aquifer.

3. Brackish groundwater pilot well (not to exceed \$400,000)

This study will survey and make recommendations of candidate locations for entities 1) interested in developing an existing brackish groundwater production zone, 2) with a brackish groundwater development strategy in the 2022 State Water Plan (SWP), or 3) any other public supply entity without a recommended strategy in the 2022 SWP who has a need to develop brackish groundwater before 2027. The goal will be to 1) collaborate on data collection following guidance from the previous contract report, *Drilling and Logging the Ideal Exploratory Brackish Groundwater Well*¹, to select ideal logging tools, water quality analytes, and appropriate aquifer tests; 2) develop positive stakeholder relations; and

¹ Donnelly and others, 2021. Drilling and Logging the Ideal Exploratory Brackish Groundwater Well, Contract No. 2000012441 report prepared by D.B. Stephens for the Texas Water Development Board, 181 p.

Board Members
September 14, 2023
Page 3

3) promote the development of brackish groundwater. A properly completed pilot well would allow for groundwater sampling and aquifer tests that could confirm salinity and potential production rates from the aquifer, help refine the projected project costs, and inform potential monitoring recommendations – information that could also be useful to other prospective brackish groundwater projects. The project funds would be split between the study and field data collection.

4. Development of a story map for a selected brackish study with brackish groundwater production zones (not to exceed \$150,000)

The goal of this project would be to showcase BRACS studies with designated brackish groundwater production zones using an effective interactive web interface, known as a story map, for stakeholders.

5. Digitization of selected porosity logs (not to exceed \$100,000)

This work will help capture data that is not widespread in the historic water well geophysical log datasets. These data are necessary to determine aquifer properties that will be used for both the salinity and volume calculations.

RECOMMENDATION

The Executive Administrator recommends approval of this item to execute contracts to support brackish groundwater production zone designation as required by Texas Water Code Section 16.060.



Texas Water Development Board
Requisition

Page: 1 of 2
Run Date: 10/17/2024
Run Time: 11:08:26 AM
Report ID: TXCPO002X

Business Unit 58000 **Origin** WSC **Requestor** Lesia Blake **BCM Status** Valid

Requisition ID 0000002740 **Status** Approved **Requestor Phone** **Req Approval Date** 07/26/2024

Requisition Date 07/11/2024 **Description** CIF 580-24-RFQ-0017 Envision

HEADER COMMENTS:
Contract initiated - Envision Water, LLC, for brackish project selection and data collection. CIF-580-24-RFQ-0017: Total \$400,000. Please reach out to BRACS Manager, Kristie Laughlin for questions regarding contract initiation. Any questions regarding the keying of this requisition, please reach out to me/lb. Thanks!

Line	Description	UOM	Qty	Price	Amount	Line Status
1	CIF 580-24-RFQ-0017 Envision Water LLC	EA	1	400,000.00	400,000.00	Approved

Vendor ID	Vendor Loc	Vendor Name	Supplier Item ID	Manufacturer's Item ID	Class	Item	Buyer
1840618850	000	LRE WATER LLC			918	55	Veronica Holmes

Schedule 1 Schedule Amount 400,000.00

Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7253	4830	C324	00	24830	2024	F02028			7253	400,000.00	Texas Water Development Board

Line Nbr	Comments
1	<<CIF 580-24-RFQ-0017 Envision Water LLC>>

Total Requisition: \$400,000.00



Texas Water Development Board
Requisition

Page: 2 of 2
Run Date: 10/17/2024
Run Time: 11:08:26 AM
Report ID: TXCPO002X

Business Unit	58000	Origin	WSC	Requestor	Lesia Blake	BCM Status	Valid
Requisition ID	0000002740	Status	Approved	Requestor Phone		Req Approval Date	07/26/2024
Requisition Date	07/11/2024	Description	CIF 580-24-RFQ-0017 Envision				

Stage ID	Path ID	Step ID	Step Descr	Status	Approver Name	Approved Date & Time
10	1	1	Level 1 - Div Dir/Mgr	Approved	Natalie J Ballew	2024-07-11T14:05:02-0500
10	1	1	Level 1 - Div Dir/Mgr	Approved	Kristie Lee Laughlin	2024-07-18T09:09:29-0500
10	1	10	Level 10 - GL	Approved	Chin-Lin K Wen	2024-07-26T09:49:04-0500
10	1	2	Level 2 - DEA and special	Approved	John T Dupnik	2024-07-25T06:40:58-0500
10	1	4	Level 4 - Budget	Approved	Erin F Crow	2024-07-25T15:28:36-0500
10	1	6	Level 6 - Exec Admin	Approved	Bryan Ward McMath	2024-07-26T08:37:41-0500

Additional Approver

EXHIBIT A

REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS NO. 580-24-RFQ-0017

FOR

**SERVICES TO SURVEY STAKEHOLDERS WITH
BRACKISH GROUNDWATER EXPLORATORY PROJECTS**

CLASS-ITEM CODE(S):

918/55: GEOLOGICAL CONSULTING

926/52: IMPACT STUDIES, ENVIRONMENTAL

RELEASE DATE: MARCH 26, 2024

DEADLINE FOR SUBMISSION: APRIL 26, 2024, 5:00PM CT

Solicitation Point of Contact:
Veronica Holmes, Contract Services
veronica.holmes@twdb.texas.gov

You, the Respondent, are responsible for checking the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/sp>, for any addenda to this Solicitation. Please search under Agency Code 580 (Texas Water Development Board). Respondent's failure to periodically check the ESBD will in no way release that Respondent from addenda or additional information resulting in additional requirements of the Solicitation.

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ATTACHMENT 1: SURVEY SCORING RUBRIC	30

SECTION I –OVERVIEW, DEFINITIONS AND AUTHORITY

1.1 OVERVIEW

The Texas Water Development Board (TWDB) requests responses to this Request for Qualifications (RFQ) for the award of a contract to perform a survey of stakeholders that are interested in data collaboration with the TWDB on an exploratory brackish groundwater project (the Project).

The Project will include: 1) collaboration with the TWDB to create survey questions, 2) a survey of eligible stakeholders, 3) scoring and ranking of stakeholders based on pre-determined weighted criteria, and 4) a summary report. TWDB plans to select Contractor(s) with expertise in areas including but not limited to: (brackish) groundwater resource development and data collection, regional water planning, and joint planning.

TWDB will consider qualifications from business entities that demonstrate the ability to complete the Project within the guidelines of this Solicitation and any applicable federal, state, and local laws, rules, and regulations. Respondents must execute **Content Item 1, Execution of Response to the Request for Qualifications**, and complete other items listed under 4.1.B, Contents, to be considered. Additional information on TWDB and its programs can be found at <http://www.twdb.texas.gov>.

1.2 DEFINITIONS

“[ADA](#)” means the Americans with Disabilities Act.

“[Addendum](#)” means a written clarification or revision to the Request for Qualifications issued by the Texas Water Development Board. Respondents must acknowledge receipt of any addenda in the submission of the Solicitation Response.

“[Affiliate](#)” means any individual or entity that, directly or indirectly, controls, is controlled by, or is under common control with, Respondent. “Control” means the ability to directly or indirectly direct the management and policies of an entity, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

“Contract/[Contract Documents](#)” means all documents which govern this Solicitation and any resulting contract(s), including without limitation the Project Manual, this Solicitation, the Architect/Engineer’s specifications and drawings, any Uniform General and Supplementary Conditions, Special Conditions, and all bonds and insurance.

“[Contract Price](#)” means the total compensation payable to Contractor for completion of the work in accordance with the terms of the contract.

“[Contractor](#)” means Respondent(s) awarded a contract under this Solicitation.

“[ESBD](#)” means the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>.

“[General Conditions](#)” means those items and related costs that are specified in this document.

“[HUB](#)” means Historically Underutilized Business as defined by Texas Government Code Chapter 2161.

“[HUB Subcontracting Plan](#)” or “[HSP](#)” means the form required by Texas Government Code § 2161.252 and 34 Texas Administrative Code § 20.285 for each contract with an expected value of \$100,000 or more, in which Respondent must demonstrate a Good Faith Effort to subcontract with HUBs. The HSP must be included with the Solicitation Response.

“[Key Staff](#)” means experienced, professional and/or technical personnel who will have major responsibilities under the Contract and/or provide unusual or unique expertise essential for successful completion of the work performed.

“[Notice to Proceed](#)” or “[NTP](#)” means written notice provided by TWDB to begin the Project.

“[OSHA](#)” means the U.S. Occupational Safety and Health Administration.

“[PIA](#)” means the Public Information Act, Texas Government Code Chapter 552.

“[Project](#)” means the work solicited under this Solicitation.

“[Respondent](#)” means the entity responding to this Solicitation.

“[RFQ](#)” means Request for Qualifications.

“[Solicitation](#)” means this RFQ.

“[Solicitation Response](#)” means Respondent’s entire response to this Solicitation, including all documents requested.

“[SOQ](#)” means Statement of Qualifications.

“[State](#)” means the State of Texas and any state agency; the Texas Water Development Board or state agency identified in this Solicitation, its officers, employees, or authorized agents.

“[TAC](#)” means Texas Administrative Code.

“[TWDB](#)” means the Texas Water Development Board.

“[WCAG](#)” means Web Content Accessibility Guidelines.

1.3 AUTHORITY

TWDB is posting this Solicitation pursuant to the State Purchasing and General Services Act, Texas Government Code [Chapter 2155](#); Texas Water Code [§ 6.190](#); and Texas Water Code [§ 35.001](#).

1.4 BACKGROUND

TWDB Brackish Resources Aquifer Characterization System (BRACS) Program maps and characterizes the brackish portions of the aquifers in Texas to provide useful data to regional water planning groups and other entities interested in developing and desalinating brackish groundwater as a new supply. TWDB is required by Texas Water Code [§ 16.060](#) to identify and designate local or regional brackish groundwater production zones in areas of the state with moderate to high availability and productivity of brackish groundwater that meet certain criteria and can be used to reduce the use of fresh groundwater.

An exploratory brackish groundwater well allows for groundwater sampling and aquifer tests that could confirm salinity and potential production rates from an aquifer, help refine projected project costs, and inform potential monitoring recommendations, which is all information that could also be useful to other prospective brackish groundwater projects.

The primary Project objectives are to:

- A. Collaborate on data collection following guidance from the previous contract report, *Drilling and Logging the Ideal Exploratory Brackish Groundwater Well*¹, to select ideal logging tools, water quality analytes, and appropriate aquifer tests.
- B. Develop positive stakeholder relations.
- C. Promote the development of brackish groundwater.
- D. Gain a project-oriented snapshot of the current state of brackish groundwater development in Texas.

The selected Contractor will survey stakeholders that are interested in developing brackish groundwater, recommend potential exploratory well locations, and facilitate field data collection and collaboration efforts with the stakeholder selected for the Project.

TWDB plans to select Contractor(s) with expertise in areas including but not limited to those outlined in Section 2.2 of this RFQ.

SECTION II – SCOPE OF WORK

2.1 SCOPE OF SERVICES REQUESTED

The TWDB seeks collaboration with stakeholders on an exploratory brackish groundwater project. Exploratory in this context means that the average total dissolved solids concentration of the target aquifer has not been field-verified (with water quality samples), or that average production of the brackish resource has not been field-verified (with long-term aquifer testing).

TWDB will provide funding to the Contractor, not to exceed \$150,000, to: 1) survey stakeholders and recommend potential exploratory brackish groundwater well projects, and 2) act as the liaison between TWDB and the project owner during the data collection task. Additional funding, not to exceed \$250,000, will be allocated for field data collection and aquifer test analyses. The TWDB will only provide funding for collecting geophysical data, conducting aquifer tests, and/or water quality sampling.

The awarded Contractor will be required to complete the following four tasks:

Task 1: Stakeholder survey

Candidate stakeholders for this collaborative project include: 1) entities with a recommended brackish groundwater water management strategy (WMS) in the [2022 State Water Plan](#), 2) groundwater conservation districts (GCDs) with a designated brackish groundwater production zone (BGPZ) within their jurisdiction, or 3) any other entity interested in completing a brackish groundwater test well before August 2026.

The awarded contractor shall complete the following tasks within Task 1:

- 1.A. Collaborate with the TWDB to develop a list of questions for a stakeholder survey. TWDB approval of the final questions is required prior to outreach. Some questions will target scoring criteria listed in Task 1.D, and some will be general questions about the project to collect supplemental data and are not included in the scoring criteria.

Supplemental data includes:

- Entity name
- Aquifer
- Project type (WMS, BGPZ, or other)
- Project goals (total end users, estimated well yield, estimated acre-feet per year)
- Project funding sources (general)
- Conflict of interest? (contractors with current groundwater contracts)
- Knowledge of any (other) brackish groundwater projects discussed within local district or management area

- 1.B. Survey potential stakeholders with the agreed-upon questions to determine interest in collaboration with the TWDB BRACS Department on an exploratory brackish groundwater project. The Contractor will communicate with all stakeholders that are responsive to their outreach to explain the collaborative expectations and components

of the Project (explained in Task 2) and the maximum amount of funds that TWDB will provide for data collection.

- 1.C. Score the candidate projects using the project criteria and scoring rubric developed in collaboration with TWDB. Compile a list of all candidates ranked by score, and a list of the top-scoring candidates from each category 1) entities with a recommended brackish groundwater WMS, 2) existing brackish groundwater production zone, and 3) other.

The scoring criteria consider data collection alignment with recommendations from the guidance documents, well total depth, anticipated land access, permitting needs, and discharge handling (for the purposes of aligning general project timelines with contract funding).

The project criteria and weighting include:

- Proposed geophysical logging tools (20%)
- Proposed aquifer tests (20%)
- Proposed groundwater quality sampling (10%)
- Well total depth (10%)
- Estimated drilling start date (10%)
- Land access negotiations (10%)
- Permitting (10%)
- Discharge handling plan (10%)

- 1.D. Create a report summarizing the survey results with a discussion of the survey methodology, percentage of stakeholder responses, summary tables, and a map of all potential project locations.

After completion of Task 1, the Contractor will pause work as TWDB reviews deliverables and selects a location for the exploratory brackish groundwater well. Work on Task 2 cannot begin until the Contractor has received notice to proceed from TWDB.

Task 2: Field data collection and collaboration

The Contractor will function as the liaison between TWDB, and the entity selected for the Project for field data collection. TWDB will provide funding assistance not to exceed \$250,000 for collecting geophysical data, conducting aquifer tests, and/or water quality sampling. The Contractor will submit data cost expenses for the logging, laboratory, and/or aquifer test consultant who are providing the data collection services for the Project. Subcontracts between data providers and the Contractor will need to be completed before any data costs can be processed by the TWDB.

A contract study by D.B. Stephens & Associates (2021) [*Drilling and Logging the Ideal Exploratory Brackish Groundwater Well*](#) provides the agency's general guidance for data collection considerations. The original guidance document, [*Brackish Groundwater Exploration Guidance Manual*](#) prepared by LBG-Guyton and Associates (2008) is also incorporated for reference.

The awarded contractor shall complete the following subtasks within Task 2:

- 2.A. Provide notifications to TWDB from the stakeholder for project milestones (permitting status, drilling progress, logging, well development, water quality sampling and aquifer testing)
- 2.B. Share data throughout the Task 2 of the Project (digital and analog, if appropriate, copies of all geophysical logs, water quality field parameter results, water quality sample laboratory results, and aquifer test results)
- 2.C. Coordination for a maximum of three site visits by TWDB for observation, as warranted by site activities.
- 2.D. Create a brief report summarizing the history and purpose of the well, any significant events during its drilling and completion, and a detailed description of data collection activities, referencing the data and results collected and delivered throughout the Project.

Task 3: Project management

In addition to oversight of the project, monthly progress reports must be produced and provided to the TWDB-assigned contract manager no later than the 5th business day of each month. Monthly progress reports must outline progress from the previous monthly billing cycle per task, percent accomplished per each task, projection of tasks to be performed for the next billing cycle, and any issues or concerns. Any issues or concerns must be discussed directly with the TWDB-assigned contract manager as soon as possible. Coordination with TWDB staff will be critical throughout the project. At a minimum, TWDB staff expects to meet, either virtually or in person, with the project team at key junctures of the contract, including:

- 1. at the beginning of the project,
- 2. after the scoring is submitted to TWDB,
- 3. before the selected project data collection phase begins, and
- 4. after the submittal of draft Task 2 data deliverables, if warranted.

Task 4: Stakeholder communication

Stakeholder participation is critical to the success of the BRACS Program. This ideally includes participation from all levels of the public and private sector. At least one stakeholder meeting must be held (this can be a virtual meeting) after the final deliverables are submitted to share the findings of Tasks 1 and 2.

2.2 REQUIREMENTS

Respondents to this RFQ are required to have the following abilities:

- A. Experience in project management of scientific studies for the TWDB.
- B. Experience with the BRACS program, data collection for (brackish) groundwater resource development, regional water planning, and joint planning.
- C. Experience in technology transfer including staying on schedule and within budget.
- D. Internal progress-monitoring procedures and quality assurance processes.
- E. Demonstrated approach for organizing and managing the Project, including coordination with TWDB staff, and communication between the contractor and the stakeholders.
- F. Ability to clearly communicate the results of requested analyses in graphical, written, and oral formats.
- G. Ability to produce specific and usable deliverables discussed.

- H. Ability and commitment to perform the services requested within the project completion deadline.
- I. Licensed in Texas as a Professional Engineer and/or a Professional Geoscientist.

2.3 SUBCONTRACTORS

Subcontractors providing services must meet the same requirements and level of experience as required of Respondent. No subcontract should relieve the primary Respondent of responsibility for the service. If Respondent uses a subcontractor for any or all work required, the following conditions must apply under the listed circumstances:

- (a) Respondents planning to subcontract all, or a portion of the work, must identify the proposed subcontractors on the HUB Subcontracting Plan.
- (b) Subcontracting must be at Respondent's expense.
- (c) TWDB retains the right to check a subcontractor's background and decide to approve or reject the use of a submitted subcontractor. A subcontractor may not be compensated for any work prior to the approval date of the subcontract agreement between Contractor and Subcontractor(s) by TWDB.
- (d) Respondent will be the only contact for TWDB and subcontractors. Respondent must list a designated point of contact for all TWDB and subcontractor inquiries.

2.4 CONTRACT TERM

The Service requested (stakeholder survey) will start upon execution of the Contract and end on August 31, 2024, with potential extensions by amendment up to August 31, 2026, for the purposes of collaboration on the stakeholder project and associated data collection. This would have the total contract with renewals not to exceed two years beyond the original contract (stakeholder survey) end date.

2.5 COMPENSATION

The maximum total project cost will not exceed \$400,000. Failure to arrive at mutually agreeable terms of a contract with the most qualified Respondent will constitute a rejection of TWDB's offer and may result in negotiations with the next most qualified respondent. TWDB reserves the right to reject any or all responses.

2.6 LIQUIDATED DAMAGES

If a selected Contractor breaches its obligation to provide deliverables in accordance with the schedule in Section 3.1, the selected Contractor agrees to pay TWDB \$500.00 per day for each day of delay as liquidated damages. The parties agree that quantifying losses arising from a selected Contractor's delay is inherently difficult, and stipulate that the sum agreed upon for liquidated damages is not a penalty, but rather a reasonable measure of damages based on the parties' experience in the industry and the nature of the losses that may result from delay.

SECTION III – DELIVERABLES

3.1 CONTRACT DELIVERABLES

The following deliverables must be submitted to TWDB for review:

Deliverable	When	Description of Deliverables
Survey questions (Task 1A)	Prior to survey	List of survey questions
Survey data (Task 1B)	30 days after survey completion	All original survey responses, including list of non-responsive stakeholders
Scoresheets (Task 1C)	30 days after completion of scoring	All working scoresheets, including ranking
Draft survey report (Task 1D)	30 days after completion of scoring	Draft summary report
Final WCAG-compliant survey report (Task 1D)	60 days after completion of scoring	Final summary report with all final supporting data and GIS files
Data collection results and invoices for data collection costs and services (Task 2B)	Monthly after data collection begins	Geophysical logs, water quality results (field and laboratory), aquifer test field data and analyses
Project summary report (Task 2D)	By contract end date	Final summary report

Additional requirements for draft and final deliverables include:

- A. The Report must be designed with the general public as the audience.
- B. Consistent geologic, hydrologic, and technical terminology must be used throughout the Report, including TWDB nomenclature for aquifers and no acronyms except “TWDB.”
- C. The Final Report must be sealed by a professional geoscientist or professional engineer licensed to practice in Texas.
- D. All draft and final file geodatabases must contain all relevant source data, including metadata that documents the content, data structure, source(s), date(s), quality, and other characteristics of the data within the geodatabases. Metadata must be created using the Federal Geographic Data Committee (FGDC) metadata editor within ESRI’s ArcCatalog. TWDB-provided schemas include some basic metadata, which must be extended by the Contractor’s project manager to completely document all source and derivative data.
- E. The final deliverables must be accompanied by a transmittal letter.
- F. Acceptance of the Final Report and associated data by TWDB indicates the successful completion of the Project.
- G. NOTE: The electronic copy of a final report must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference can be found at: <https://www.w3.org/WAI/WCAG21/quickref/>. For the deliverable in .PDF format, use the checklist and verification form found at https://www.twdb.texas.gov/about/contract_admin/doc/Accessibility-Checklist-and-Certification-with-Instructions.pdf **Acceptance of the final report(s) or other deliverable(s) is contingent upon compliance with this clause.**

SECTION IV – GENERAL INFORMATION

4.1 RFQ REQUIREMENTS

A brief transmittal letter summarizing the key points of the Statement of Qualifications (SOQ) and signed by an authorized representative who is responsible for committing the firm's resources must accompany each response. The response, including attachments, must not **exceed 22 pages**. Cover page, Resumes, and Historically Underutilized Businesses Subcontracting Plan (HUB-SUB) will not count towards the page limit. Please clearly identify the content item at the beginning of each response and provide a separate section for that response or indicate why no response is given.

- A. Submittals:** Respondent must submit an original electronic copy of the SOQ as follows:
- 1) One (1) complete ORIGINAL SOQ in Portable Document Format (PDF) submitted through email to bid-room@twdb.texas.gov with a copy to veronica.holmes@twdb.texas.gov.
 - 2) SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the SOQ. File size is limited to 100mb.
 - 3) Proposals must be clearly marked **RESPONSE TO RFQ 580-24-RFQ-0017** and delivered electronically to the address noted in the RFQ.
- B. Contents:** Respondent must submit all information listed below, in the order given, as the response to this RFQ. The response will only be considered if all items are submitted as required. Incomplete/late responses to this RFQ will not be considered.
- 1) Item 1: Signed/dated Execution of Response to the Request for Qualifications (*one (1) page maximum*)
 - 2) Item 2: Company Profile Summary and History (*two (2) pages maximum*)
Response should include the following:
 - a. Company name, address, phone number, and legal status (corporation, partnership, joint venture, sole proprietorship).
 - b. Name and title of person submitting the response with the authority to bind the company.
 - c. Name, phone number, and email address of contact person for any questions on the response.
 - d. Describe the general nature of previous work, the number of years in business, size, and scope of operation.
 - 3) Item 3: Resumes of Individuals - Submit resumes for each individual (*three (3) pages maximum per individual*) who will work on the project.
PLEASE NOTE: Resumes do NOT count towards total response page maximums.
 - 4) Item 4: Historically Underutilized Businesses Subcontracting Plan (HUB-SUB)
PLEASE NOTE: HUB-SUB Plans do NOT count towards total response page maximums. HUB-SUB plan documents ARE REQUIRED even if not applicable to your submittal.
 - 5) Item 5: Name(s) and last four digits of Social Security Number(s) for each person with at least 25 Percent Ownership of the Business Entity submitting the response to the RFQ (*one (1) page maximum*)
 - 6) Item 6: Prior Project Experience – Include the following items for each project description (*eight (8) pages maximum*):

- a. Project Title
- b. Client Organization Name, address, contact person, phone number, and email address. If experience describes subcontracted work, include both prime contractor and overall client information.
- c. Project Start and End Dates, month and year.
- d. Project Budget. If applicable, identify both study/design fees and construction fees.
- e. Project Description
- 7) Item 7: Organizational Chart (*one (1) page maximum*) – Include role, name, and organization for each individual listed.
- 8) Item 8: Technical Approach (*nine (9) pages maximum*)
 - a. Technical approach for each of the following potential task orders:

4.2 PROPOSAL SUBMISSION

- A. All responses must be received at TWDB by the deadline in the Schedule of Events. TWDB will not accept late submittals.
- B. It is Respondent's responsibility to appropriately mark and deliver the proposal to TWDB by the specified date and time.
- C. Receipt of all addenda to this Solicitation, if applicable, must be acknowledged by returning a signed copy of each addendum with the submitted response.

NOTE: Failure to return the required items with the response will result in rejection of your Statement of Qualifications.

TWDB will not be responsible for locating or securing information that is not included in your Statement of Qualifications.

4.3 DELIVERY OF SUBMISSION

The SOQ must be submitted to TWDB using the following method:

Electronic Delivery via email to bid-room@twdb.texas.gov with a copy to veronica.holmes@twdb.texas.gov. File size is limited to 100MB. Please compress the files whenever possible.

4.4 SCHEDULE OF EVENTS

The solicitation process for this RFQ will proceed according to the following schedule:

EVENT DATE (Central Daylight Time)

EVENT	DATE/TIME
Solicitation Release Date	March 26, 2024
Deadline for Submitting Questions	April 4, 2024, 5:00pm CST
Anticipated Q & A Posting Date	April 15, 2024
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by TWDB by the deadline.]	April 26, 2024, 5:00pm CST
Evaluation Period	May 10, 2024
Anticipated Contract Start Date	Upon Execution
Contract End Date	Upon Execution

4.5 REVISIONS TO SCHEDULE

TWDB reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Respondent(s) as an addendum posted on the Electronic State Business Daily.

4.6 RESPONSE SUBMITTAL

All submitted Solicitation Responses become the property of TWDB after the submittal deadline. Solicitation Responses submitted constitute an offer for a period of ninety (90) days or until selection is made by TWDB, whichever occurs first.

4.7 RESPONSE PREPARATION COSTS

Respondents are responsible for all costs incurred in the preparation and delivery of the Solicitation Response to TWDB.

4.8 TRAVEL EXPENSES

Any travel requirements under this Contract may include travel throughout the State of Texas to perform the tasks therein. Any travel expenses will be reimbursed in accordance with the state travel and per diem allowances detailed at <https://fmx.cpa.texas.gov/fmx/travel/>.

4.9 MEETINGS

Any meetings and or/conference calls will be held on regular business days, Monday through Friday, during regular business hours (8 a.m. to 5 p.m.) or on other mutually agreed dates and times.

4.10 INQUIRIES

A. Contact

All requests, questions, or other communications about this Solicitation must be made in writing to the TWDB Purchasing Department, addressed to the person listed below.

Name: Veronica Holmes, Contract Services
 Email : bid-room@twdb.texas.gov with a copy to veronica.holmes@twdb.texas.gov
 Subject: Ensure the RFQ number is included in all correspondence.

B. Clarifications

TWDB will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the contact listed above. Respondents' names will be removed from questions when the written answers are released. Questions must be submitted in the following format. Submissions that deviate from this format may not be accepted:

- 1) Identifying Solicitation number
- 2) Section number
- 3) Text of passage being questioned
- 4) Question
- 5) Provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.

Note: The deadline for submitting questions is noted in Section 4.4 above.

C. Responses

All accepted questions will result in a written response posted to the ESBD at: <http://www.txsmartbuy.com/sp>. Responses will be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESBD for updated responses.

D. Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 4.10 above, TWDB, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone, email, or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify Respondent. Respondent should rely only on written statements and information issued through or by TWDB's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

4.11 RESPONSE EVALUATION AND AWARD

- A. TWDB will make an award to a Respondent that provides the "best value" to the State of Texas, as defined by Texas Government Code § 2155.074.

- B. TWDB will not enter into a contract with any individual who is required by Texas Government Code Chapter 305 to register as a lobbyist as stated in Texas Government Code § 556.005, Employment of Lobbyist.
- C. A committee will be established by TWDB (including TWDB employees) to evaluate the Statement of Qualifications.

The evaluation committee will determine best value by applying the following criteria:

POINTS AVAILABLE	CATEGORY
0-30	Technical Approach
0-30	Qualifications and Experience: Explanation of prior experience with (brackish) groundwater development, regional water planning, and joint planning.
0-20	Project Organization and Management: Approach for organizing and managing the project. This includes coordination with TWDB staff, and communication between the contractor and any outside data source and/or stakeholder(s).
0-20	Reports and Deliverables Approach
100	Total Possible Points

- D. The evaluation committee will determine if a Best and Final Offer (BAFO) is necessary. Award of a contract may be made without a BAFO. TWDB may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their response. A request for a BAFO is at the sole discretion of TWDB and will be extended in writing.
- E. A Respondent's performance will be measured by a Grade of A-F in the Texas Comptroller's Vendor Performance Tracking System. The selected Contractor(s) will be evaluated on performance both during and at the conclusion of the Contract, and that information may be considered in the selection of future contracts. Contractor performance information is located on the CPA website at: <http://www.txsmartbuy.com/vpts>.

4.12 CONTRACT AWARD

It is the intent of TWDB to award one contract under this Solicitation. An award notice will be sent to the selected Respondent(s). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the TWDB Executive Administrator. Negotiations will be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, TWDB may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation.

SECTION V – GENERAL TERMS AND CONDITIONS

5.1 GENERAL TERMS AND CONDITIONS

Any contract awarded as a result of this RFQ will contain the general terms and conditions provided in this document. Subcontractors must also comply, if applicable. TWDB will consider exceptions to terms and conditions during the contract negotiation phase; see Section 4.12. Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

5.2 PATENTS OR COPYRIGHTS

The selected Contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights. TWDB will not consider any RFQ that bears a copyright. RFQs will be subject to the Texas Public Information Act, Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information submitted as part of a SOQ must be clearly marked in **boldface type and at least 14-point font**.

5.3 CONTRACTOR ASSIGNMENTS

Respondent hereby assigns to TWDB any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, [15 U.S.C.A. Section 1](#) et seq., and the antitrust laws of the State of Texas, [Tex. Bus. & Com. Code § 15.01](#) et seq.

5.4 HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN

It is the policy of TWDB to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with Texas Government Code [Chapter 2161](#), Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), [34 TAC Chapter 20](#).

Any contract(s) awarded as a result of this RFQ must include reporting responsibilities related to Historically Underutilized Business (HUB) subcontracting. Awarded contractors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP) to TWDB. Any change to a subcontractor and revised HSP must be approved in writing by TWDB prior to implementation.

HUBs are strongly urged to respond to this RFQ. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Contractors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

ALL RESPONDENTS TO THIS RFQ, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE PROPOSAL TO THIS RFQ. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM CONSIDERATION. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs

and allow them to respond. Note that contractors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to Contractor for more than five (5) years. If a Contractor does not plan to subcontract, Contractor must state that fact in their plan. The completed plan will become part of the Contract awarded as a result of this Solicitation.

5.5 HUB RESOURCES AVAILABLE

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do>. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. If contractors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

5.6 REQUIRED AFFIRMATIONS AND CERTIFICATIONS

Submitting a Response (CONTENT ITEM 1 - Execution of Response to the Request for Qualifications) with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted response or any resulting contract(s). By signing CONTENT ITEM 1, Respondent hereby represents and warrants that:

- A. **Antitrust.** Respondent represents and warrants that, in accordance with Texas Government Code § 2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership or institution, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its proposal to any competitor or any other person engaged in the same line of business as Respondent.
- B. **Child Support Obligation.** Under Texas Family Code § 231.006, Respondent certifies that the individual or business entity named in its proposal is not ineligible to receive the specified payment and acknowledges that any Contract resulting from this Solicitation may be terminated, and payment may be withheld if this certification is inaccurate.
- C. **COVID-19 Vaccine Passport Prohibition.** Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- D. **Dealings with Public Servants.** Pursuant to Texas Government Code § 2155.003, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.

- E. **Debts and Delinquencies.** Respondent agrees that any payments due under the Contract will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.

NOTE: The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds. The clause does not apply to a governmental entity that determines the requirements Texas Government Code § 2276.002(b) are inconsistent with its duties related to debt obligations or funds as described in Texas Government Code § 2276.002(c).

- F. **Energy Company Boycotts.** Respondent represents and warrants that: (1) it does not and will not for the duration of any Contract resulting from this Solicitation, boycott energy companies or (2) the verification required by Texas Government Code § 2276.002 does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Respondent must promptly notify TWDB.

NOTE: The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds.

- G. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2271.002, Respondent certifies that either (i.) it meets one of the exemption criteria under § 2271.002; or (ii.) it does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation. Respondent must state any facts that make it exempt from the boycott certification in its Response.

- H. **Excluded Parties.** Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

- I. **Executive Head of a State Agency.** Under Texas Government Code § 669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of TWDB. If § 669.003 applies, Respondent must provide the following information:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____

- J. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications for this bid or proposal. Pursuant to Texas Government Code § 2155.004(b), Respondent certifies that the individual or business entity named in this bid or response is not ineligible to receive

the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.

NOTE: The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds. It does not apply when such contracts are sole source or no-bid.

- K. **Firearm Entities and Trade Associations Discrimination.** Respondent verifies that: (1) it does not, and will not for the duration of any contract resulting from this Solicitation, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Texas Government Code § 2274.002 does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Respondent must promptly notify TWDB.
- L. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- M. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
- N. **Lobbying Prohibition.** Respondent represents and warrants that TWDB's payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- O. **No Conflict of Interest.** Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- P. **Prior Disaster Relief Contract Violation.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, as defined by Texas Government Code § 418.004. Under Texas Government Code §§ 2155.006 and 2261.053, Contractor certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that any contract resulting from this Solicitation may be terminated, and payment withheld if this certification is inaccurate.
- Q. **Restricted Employment for Certain State Personnel.** Pursuant to Texas Government Code § 572.069, Respondent certifies that it has not employed and will not employ a

former state officer or employee who participated in a procurement or contract negotiations for Agency involving Respondent within two (2) years after the date that the Contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

- R. **Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- S. **Texas Bidder Affirmation.** Respondent certifies that if a Texas address is shown as the address of Respondent on its Response, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c).
- T. **Buy Texas.** In accordance with Texas Government Code § 2155.4441 Respondent agrees that during the performance of a contract for services it will purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- U. **E-Verify Program.** Respondent certifies that for contracts for services, Respondent will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: (1) all persons employed by Respondent to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

5.7 INDEMNIFICATION

RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

5.8 ADDITIONAL TERMS

Any terms and conditions attached to your Response will not be considered unless specifically referred to in the Response.

5.9 DISPUTE RESOLUTION

The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used by TWDB and Respondent to attempt to resolve all disputes arising under any contract resulting from this Solicitation.

5.10 EXCESS OBLIGATIONS PROHIBITED

Any contract resulting from this Solicitation is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

5.11 PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, Respondent is required to make any information created or exchanged with the State pursuant to the Solicitation or Contract and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State.

5.12 GOVERNING LAW AND VENUE

Any contract resulting from this Solicitation will be governed by the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under a contract resulting from this Solicitation is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to TWDB.

5.13 ETHICS

Under Texas Government Code Section 2155.003, an individual who interacts with public purchasers in any capacity is required to adhere to the guidelines Under Texas Government Code § 2155.003, an individual who interacts with public purchasers in any capacity is required to adhere to the Ethics Laws and Professional Standards in the [State of Texas Procurement and Contract Management Guide](#), which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TWDB or purchasers of other state agencies. Specifically, a TWDB employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation.

5.14 FRAUD STATEMENT

Respondents understand that TWDB does not tolerate any type of fraud. TWDB's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and

providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Contractors are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Internal Audit division at 512-463-7978 or Nicole.Campbell@twdb.texas.gov.

5.15 CONFLICT OF INTEREST

A Respondent will not be selected if there is a conflict of interest that will or may arise during the performance of its obligations under any Contract resulting from this Solicitation. For this reason, the submission in response to this RFQ must disclose all business interests and all relationships that could reasonably be considered to pose possible conflicts of interest in Respondent's performance of the contract obligations. In addition, respondents must represent and warrant in the response to this RFQ and in the Contract that in the performance of services under the Contract, (1) Respondent does not have and will not have any actual or potential conflict of interest, and (2) Respondent will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

5.16 RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the Contract. The acceptance of funds under a contract or subcontract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5.17 CONTRACT ADMINISTRATION

TWDB will designate a project manager for the Contract. The project manager will serve as the point of contact between TWDB and the selected Contractor(s). The TWDB project manager will supervise TWDB's review of Contractor's technical work, deliverables, draft reports, final report, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way, or waive strict performance of the terms or conditions of the Contract.

5.18 CONTRACT AMENDMENT/TERMINATION

Any contract resulting from this Solicitation may be altered or amended by mutual written consent or terminated by the Executive Administrator at any time by written notice to Contractor. Upon receipt of such termination notice, Contractor must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of the Contract and promptly cancel all existing orders chargeable to the Contract. Contractor must submit a statement showing in detail the work performed under the Contract to the date of termination. TWDB will pay Contractor for the work actually performed under the Contract, less all payments that have been previously made. Thereupon, copies of all work accomplished under the Contract must be delivered to TWDB.

5.19 STOP WORK ORDER

The Executive Administrator may issue a Stop Work Order to Contractor at any time. Upon receipt of such order, Contractor must discontinue all work under the Contract and cancel all orders pursuant to the Contract, unless the order directs otherwise. If the Executive Administrator does not issue a Restart Order within 60 days after Contractor of the Stop Work Order, the Contract is terminated in accordance with the foregoing provisions.

5.20 DISASTER RECOVERY PLAN Upon request of TWDB, Respondent must provide descriptions of its business continuity and disaster recovery plans.

5.21 DEFAULT

If Contractor is found to be in default under any provision of the Contract, TWDB may cancel the Contract without notice and either re-solicit or award the Contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to TWDB, including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TWDB resulting from Contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed.

5.22 FORCE MAJEURE

Neither Respondent nor TWDB will be liable to the other for any delay in or failure of performance of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

5.23 OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE

For the purposes of the Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, and intellectual property or other property developed, produced, or generated in connection with the Contract. All work performed pursuant to the Contract is made the exclusive property of TWDB. All right, title, and interest in said property will vest in TWDB upon creation and will be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such work may not, by operation of law, vest in TWDB, or such work may not be considered a work made for hire, all rights, title, and interest therein are hereby irrevocably assigned to TWDB. TWDB has the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TWDB and/or the state of Texas, as well as any person designated by TWDB and/or the state of Texas, all assistance

required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under the Contract.

Contractor must maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract were expended in accordance with the laws and regulations of the state of Texas, including but not limited to, requirements of the Comptroller of the state of Texas and the State Auditor. Contractor must maintain all such documents and other records relating to the Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor must make available at reasonable times, upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined as work products developed by Contractor and subcontractor using funds provided under the Contract or otherwise rendered in or related to the performance in whole or part of the Contract, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate. Contractor and any subcontractor(s) must provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to the Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the TWDB and any authorized agency of the state of Texas, including an investigation or audit by the State Auditor.

Contractor must cooperate with any authorized agents of the state of Texas and must provide them with prompt access to all of the State's work as requested. Contractor's failure to comply with this Section will constitute a material breach of the Contract and will authorize TWDB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.003, the acceptance of funds by Contractor or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, constitutes acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds.

5.24 DRUG-FREE WORKPLACE POLICY

Contractor must comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment. The final rule detailing requirements for drug-free workplace (grants) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and Contractor must comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

5.25 FALSE STATEMENTS

If Respondent signs its bid or response with a false statement or it is subsequently determined that Respondent has violated any of the representations, guarantees, warranties, certifications, or affirmations included in its bid or response, Respondent will be in default under the Contract and TWDB may terminate or void the Contract.

5.26 INSURANCE AND OTHER SECURITY

Respondent represents and warrants that it will obtain and maintain for the term of any contract resulting from this Solicitation all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder, including but not limited to professional liability coverage in a minimum amount equal to the dollar value of the Contract award. Respondent must insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same.

Respondent represents and warrants that all the above coverage will be with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Respondent represents and warrants that it will maintain the above insurance coverage during the term of any contract resulting from this Solicitation and will provide TWDB with an executed copy of the policies immediately upon request.

5.27 ORDER PRECEDENCE

In the event of conflicts or inconsistencies between the Contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

5.28 PUBLIC DISCLOSURE

No public disclosures or news releases pertaining to the Contract may be made without prior written approval of TWDB.

5.29 TAXES

Respondent represents and warrants that it will pay all taxes or similar amounts associated with any contract resulting from this Solicitation, including but not limited to any federal, state, or local income, sales or excise taxes of Respondent or its employees. TWDB will not be liable for any taxes resulting from the Contract.

5.30 CONFIDENTIALITY AND SECURITY

Contractor must maintain and protect any information it receives, compiles, or creates as a result of a contract resulting from this Solicitation in accordance with any federal, state, or local laws and regulations that apply. Contractor must establish a method to secure the confidentiality of records and other information relating to TWDB in accordance with applicable federal and state laws, rules, and regulations.

5.31 ASSIGNMENT PROHIBITED

Respondent may not assign the Contract or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, the Contract without the prior written consent of TWDB, and any attempted or purported assignment, transfer or delegation thereof without such consent will be null and void.

5.32 DISCLOSURE OF PRIOR STATE EMPLOYMENT

In accordance with Texas Government Code § 2254.033, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by TWDB or

another state agency at any time during the two years preceding the submission of the Response to this procurement, or, in the alternative, Respondent has disclosed in its Response the following: (i.) the nature of the previous employment with TWDB or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

CONTENT ITEM 1
EXECUTION OF RESPONSE
to the
REQUEST FOR QUALIFICATIONS

Company Name: _____

Contact Name: _____

Address: _____

Vendor ID: _____
(aka: Texas Taxpayer ID)

HUB Status: _____

Phone Number: _____

E-Mail: _____

I, _____, am the above-referenced company’s representative and I am authorized to submit this response and sign future contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444.

_____	_____
Authorized Signature	Date

Title:	

CONTENT ITEM 2
COMPANY PROFILE SUMMARY AND HISTORY

(to be provided by Respondent)

CONTENT ITEM 3
RESUMES OF INDIVIDUALS

(to be provided by Respondent)

CONTENT ITEM 4

HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN

Please see SECTION IV, GENERAL INFORMATION, 4.1.B, Item 4

All HUB Subcontracting Plan Forms must be completed and submitted with the Response.

The required forms are listed below and can be found by selecting HUB Subcontracting Plan (HSP) Forms at the following link:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

HUB Subcontracting Plan Form

HUB Subcontracting Plan Form, SECTION 2 continuation sheet

HUB Subcontracting Plan Good Faith Effort - Method A (Attachment A)

HUB Subcontracting Plan Good Faith Effort - Method B (Attachment B)

HUB Subcontracting Opportunity Notification Form

CONTENT ITEM 5
OWNERSHIP OF BUSINESS ENTITY

**Name(s) and Social Security Number(s) (last four digits) of each person with at least
25 Percent Ownership of the Business Entity Submitting the RFQ**

Name

Last Four Digits of Social Security Number*

Name

Last Four Digits of Social Security Number*

Name

Last Four Digits of Social Security Number*

Name

Last Four Digits of Social Security Number*

* In the event a Respondent is subject to Texas Family Code § 231.006, TWDB will request that Respondent submit the complete Social Security Number(s) via separate secure transmission prior to evaluating the Response. The Social Security number(s) will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Texas Family Code § 231.302(e)

CONTENT ITEM 6
PRIOR PROJECT EXPERIENCE

(to be provided by Respondent)

CONTENT ITEM 7
ORGANIZATIONAL CHART

(to be provided by Respondent)

CONTENT ITEM 8
TECHNICAL APPROACH

(to be provided by Respondent)

ATTACHMENT 1: SURVEY SCORING RUBRIC

Criteria (Weight)	Logging tools ¹ (20%)	Aquifer tests ² (20%)	Water quality ³ (10%)	Well total depth (10%)	Estimated drilling start date (10%)	Landowner access (10%)	Permits (10%)	Discharge handling (10%)
1	not specified	specific capacity	not specified	>4,000 ft	Q4 2024	well site unknown	needed permits unknown	unknown
2	mud properties, 4 tools	specific capacity, slug test	TDS, anion-cations	3,000 - 4,000 ft	Q1 2025	possible well sites selected	needed permits known, estimate of time required permit applications scheduled, estimate of time required	requires injection
3	mud properties, 6 tools	step test duration time?	TDS, anion-cations, physical	2,000 - 3,000 ft	Q2 2025	verbal agreement		requires transport
4	mud properties, 8 tools	constant rate duration time?	anion-cations, physical and other	1,000 - 2,000 ft	Q3 2025	written agreement	permits in progress, estimate of time required	requires containment
5	all of the above, plus NMR	all of the above	all of the above plus additional analytes	<1,000 ft	Q4 2025	entitiy-owned land	permits completed	surface water or evaporation pond

S
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Notes:

- 1 This score reflects the alignment of DBS&A Table 7-1 and planned project logging tools.
- 2 This score reflects the alignment of planned aquifer tests and DBS&A report section 8.2, and LBG report pages 22 -25. Note that discharge handling can affect aquifer test duration.
- 3 This score reflects the overlap of the DBS&A report Table 8-1 with planned water quality analyses.

EXHIBIT B

ORIGINAL OFFER IN RESPONSE TO REQUEST FOR QUALIFICATIONS



Services to Survey Stakeholders with Brackish Groundwater Exploratory Projects

RFQ No. 580-24-RFQ-0017





April 26, 2024

Ms. Veronica Holmes
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711

Re: Services to Survey Stakeholders with Brackish Groundwater Exploratory Projects
(RFQ) No: 580-24-RFQ-0017

Dear Ms. Holmes and Members of the Selection Committee,

Texas is experiencing rapid growth, and as a result, there is a need for water. The Texas Water Development Board is collaborating with stakeholders to conduct a survey and drill an exploratory brackish well. The goal of the project is to gather data on salinity levels and production rates to inform monitoring recommendations and help refine projected project costs. The project also seeks to build positive relationships with stakeholders, promote the development of brackish groundwater, and gain an overview of the current state of brackish groundwater development in Texas.

The Envision Water Team includes Gamblin Engineering Group to oversee field activities and LRE Water to serve as the project's technical advisor for geophysical log interpretation. Our team has more than 20 years of experience collecting and interpreting brackish data from desktop studies and field activities, including experience conducting stakeholder surveys, studies for the TWDB BRACS program, regional water and joint planning, and managing TWDB projects. Each team member possesses an extensive network of industry contacts in Texas, which will be valuable in survey design and information gathering. Our Texas-licensed engineers and geoscientists have worked together for many years, consistently delivering excellent results through seamless collaboration.

Our demonstrated ability to work with the TWDB and our proven Texas and brackish experience means we can deliver a cost-effective study to meet your project goals. We look forward to working with your staff and continuing our service to the TWDB.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle Sutherland'.

Michelle Sutherland, P.E.
Project Manager
Principal

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CONTENT ITEM 1
EXECUTION OF RESPONSE
to the
REQUEST FOR QUALIFICATIONS

Company Name: Envision Water, LLC

Contact Name: Michelle Sutherland

Address: 5900 Balcones Drive Suite 18479
Austin, TX 78731

Vendor ID: 32093879412
(aka: Texas Taxpayer ID)

HUB Status: NCTRCA certified WBE, not an active HUB

Phone Number: 949-702-3622

E-Mail: msutherland@envisionwater.com

I, Michelle Sutherland, am the above-referenced company’s representative and I am authorized to submit this response and sign future contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444.

<u>Michelle Sutherland</u>	<u>4/25/2024</u>
Authorized Signature	Date
<u>Principal</u>	
Title:	

SECTION 2: COMPANY PROFILE SUMMARY AND HISTORY

a. Company name, address, phone number, and legal status:

Envision Water, LLC, 5900 Balcones Drive Suite 18479, Austin, TX 78731,
949-702-3622, S-Corporation

b. Name and title of the person submitting the SOQ with the authority to bind the company:

Ms. Michelle Sutherland, Principal

c. Name, title, phone number, and email address of contact person:

Ms. Michelle Sutherland, Principal, 949-702-3622,
msutherland@envisionwater.com

d. Describe the general nature of previous work, the number of years in business, and the size and scope of the operation: Summaries of the Envision Water, LLC Team companies and expert consultants are provided below.

Envision Water

Envision Water is a woman-owned engineering firm, founded in 2023 by Principal Engineers Michelle Sutherland and Justin Sutherland, that provides hydrogeologic modeling, water quality and treatment engineering, applied research, and technical support services. Our principals each bring 20+ years of experience developing and implementing innovative tools and techniques to solve our clients' challenges. We strive to exceed our client's expectations by providing flexible, responsive service and exploring creative possibilities to add value to their projects. Envision Water is certified as a Women's Business Enterprise by the North Central Texas Regional Certification Agency.

Gamblin Engineering Group

The Gamblin Engineering Group was established in 2020 and its Principal Engineer, Mr. William (Billy) Gamblin brings over 25 years of technical experience in the groundwater field and TWDB Scientific Studies. Mr. Gamblin has extensive local expertise in developing local groundwater resources in various aquifers all over Texas (including deep brackish exploration), with many being TWDB-funded and requiring close communication with TWDB staff. Mr. Gamblin is active in the Texas groundwater industry and community, having served on the Texas Groundwater

Association's Board of Directors for almost 15 years and being a past committee member for the Texas Desalination Association.

Mr. Gamblin has presented at several groundwater-related conferences and conventions, highlighted by his presentation titled "Challenges in Deep Exploration and Brackish Groundwater Development—Brown County WID #1 Exploration Well," which was presented at both the Texas Groundwater Association Annual Convention and the Texas Desalination Association Annual Convention.

LRE Water

LRE Water exists to Connect Water to Life. Since 1970, we have provided leadership in planning, managing, and developing water resources throughout the Rocky Mountain, Southwest, Midwest, and Texas regions of the United States.

LRE Water is focused on bringing creative solutions to water issues. Our Interdisciplinary professional staff provides innovative water and land solutions through groundwater development and management, integrated water resources planning, water information technology, environmental resource and watershed management, and mine water management. LRE Water's combination of leadership and technical expertise is what clients rely on when planning for and managing their most precious resource: water.

LRE Water is continuously expanding its services to meet the water resources needs of clients throughout Texas and has become a premier Central Texas-based boutique firm offering industry-leading consulting services for surface water and groundwater resources. In 2023, LRE Water provided project and drilling oversight on four (4) brackish public water supply wells. The successful completion of these projects required attention to detail and an acute understanding of the local brackish aquifer systems.



MICHELLE SUTHERLAND, P.E.

Principal

PROFILE

Michelle Sutherland is a Principal with Envision Water. She has 20 years of experience planning, managing, and developing novel approaches to evaluating groundwater resources. Her expertise includes hydrogeologic exploration, groundwater availability studies, municipal well field analyses, regional-scale 3-D hydro-stratigraphic and geologic models.

Ms. Sutherland specializes in applying and integrating modeling software to characterize geologic strata in 3D, water quality and quantity, and contaminant migration.

P.E. Registration in Texas

CONTACT

PHONE:
949.702.3622

EMAIL:
msutherland@envisionwater.com

PROJECTS (SELECTED)

Groundwater and 3D Geologic Modeling

- ✚ Marathon Aquifer, Texas Water Development Board, 3D geologic modeling lead: developed a 3D geologic model with Leapfrog software based on published surface geologic maps, borehole data, and cross-sections for the Marathon Aquifer System conceptual model project.
- ✚ Pecos Valley Aquifer, Edwards-Trinity (Plateau), Dockum, Ruster, San Andres and Capitan Aquifers, Middle Pecos Groundwater Conservation District, project engineer: developed a 3D geologic model using Leapfrog software and data from driller's reports and geophysical logs. The 3D geologic model was used to create a framework for a six-aquifer system numerical flow model (MODFLOW-6) for use in regional planning.
- ✚ Blaine Aquifer System Brackish Groundwater Analysis, Texas Water Development Board, 3D geologic modeling lead: created a 3D geologic modeler to assess and evaluate the fresh and brackish groundwater resources of the Blaine Aquifer System. The 3D geologic model included surface topography, water levels, drainages, screen intervals, well-completion data, depths and thicknesses of cavities, deeper injection intervals, and water quality data. The 3D geologic model was used to calculate brackish aquifer volumes by designated ranges of total dissolved solids.
- ✚ High Plains Aquifer System Groundwater Analyses, High Plains Water District, project manager; created a 5-county study 3D geologic model that visualized geologic structure, lithologic structure, water levels, and output from the TWDB Groundwater Availability Models (GAMs) to predict water levels based on Desired Future Conditions (DFCs).
- ✚ Edwards Trinity Plateau, Dockum and San Andres Aquifers, Crockett County GCD, 3D geologic modeling lead: developed a 3D hydro-stratigraphic model of Crockett County, Texas, using Leapfrog Geo software and data from driller's reports and geophysical logs. The project included interpreting 14 geologic formations, four aquifer systems, and recent water level data.

Resume

M. Sutherland

- ✦ Ogallala Aquifer Studies, Hemphill County UWCD, Hemphill County, District engineer: assess annual water level declines and Desired Future Condition (DFC) compliance. Maintain a 3D hydro-stratigraphic model of Hemphill County using Leapfrog software and an ESRI ArcGIS online geodatabase. Create annual maps and write annual reports. Study surface and groundwater interactions.
- ✦ Edwards (BFZ) and Trinity geology and groundwater availability studies, Clearwater Underground Water Conservation District, 3D geologic modeling lead: created and maintained a county-wide 3D hydro-stratigraphic model of Bell County, Texas, using Leapfrog software and data from multiple state databases and geophysical logs. Interpreted data to delineate four aquifer units, water levels within those aquifers, and nine geologic formations.
- ✦ Trinity, Dockum and Ogallala Aquifer Studies and Visualizations, project engineer: created large-scale, detailed 3D hydrogeologic models using Earth Volumetric Studio (EVS) software for the following Groundwater Conservation Districts: Lone Wolf GCD (Mitchell County), West-Tex GCD (Nolan County), and Permian Basin UWCD (Martin and Howard Counties).

Water Quality Studies

- ✦ Chicot, Evangeline, and Jasper Aquifer Water Quality Study, Pecan Valley Groundwater Conservation District, project manager: conducted county-wide (DeWitt County) groundwater quality study. Reviewed historical data and developed a sampling plan for baseline water quality parameters and chemicals related to fracking and other industrial activities.
- ✦ Gulf Coast Aquifer Water Quality Study, Texana Groundwater Conservation District, project manager: conducted a county-wide (Jackson County) review of the evaluation of historical and new water quality data. Reviewed historical water level data, calculated average and cumulative changes in water levels, and developed recommendations for Desired Future Condition (DFC) compliance.
- ✦ Pecos Valley Aquifer 3D Water Quality Model, CRMWD Ward County Well Field, project engineer: created a 3D lithologic model (sands, clay) of the well field, mapped vertical and horizontal distribution of total dissolved solids (TDS) concentrations to identify areas of good

quality and brackish groundwater. Calculated volumes of water in storage based on specific yields of aquifer materials and zones of brackish water.

Municipal Well Fields

- ✦ Geologic Analysis of the Ogallala Aquifer and Well Field Design, Potter County Well Field, City of Amarillo, staff engineer: created a 3D lithologic model (coarse, medium, and fine sands, clay) of the proposed well field by using more than 200 driller's reports and geophysical logs. The proposed well locations were based on predicted cores within the 3D hydrostratigraphic model. Subsequent drilling confirmed the utility of this approach. The project won the 2011 NGWA Groundwater Supply Award.
- ✦ Ogallala Lithology Study, City of Amarillo, project engineer: evaluated the distribution of sand and clay intervals in the Ogallala Aquifer (Southern Hartley County), interpolated a water level surface based on recent water level data, and calculated water in storage based on average specific yield values.

MODFLOW Modeling

- ✦ Edwards-Trinity (Plateau) Aquifer Groundwater Availability Study, City of Fort Stockton, project modeler: compiled historical pumping, geologic, and hydraulic property data. Created a conceptual model and a MODFLOW flow model of the Edwards-Trinity aquifer to assess water availability for the City of Fort Stockton and the surrounding area.
- ✦ Ogallala Bailey County Well Field Modeling, City of Lubbock, project engineer: compiled and studied lithologic data in the Bailey County well field. An existing MODFLOW model of the well field and surrounding area was updated to estimate the well field's longevity under various pumping scenarios.

EDUCATION

**Missouri University of Science and Technology
(formerly University of Missouri at Rolla)**
Master of Science in Environmental Engineering (2004)

University of Iowa
Bachelor of Science in Civil Engineering (2002)



JUSTIN SUTHERLAND, PH.D., P.E.

Principal

PROFILE

Dr. Justin Sutherland is a Principal with Envision Water. He has 25 years of experience in water quality assessments, applied research, and design work. He specializes in distribution system water quality, bench-, pilot-, and demonstration-scale evaluations, and desalination and radionuclides treatment.

Moreover, he has evaluated 25+ conventional and advanced technologies at desktop, bench-, pilot-, and full-scale used to treat groundwater, seawater, and surface, industrial, reuse, and produced waters.

P.E. Registration in Texas

EDUCATION

MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY

Ph.D. in Environmental Eng. (2003)

M.S. in Environmental Eng. (2000)

B.S. in Chemical Eng. (1998)

CONTACT

PHONE:

512.529.7602

EMAIL:

jsutherland@envisionwater.com

PROJECTS (SELECT)

Desalination Treatment Plant Planning and Troubleshooting

- ✦ Process engineer for the Identification of Potential Brackish Groundwater Production Areas in the Gulf Coast and Rustler Aquifers (through INTERA), funded by the Texas Water Development Board. Duties included an evaluation of water quality parameters of concern for regulatory compliance from each aquifer and the efficacy of RO treatment.
- ✦ Project engineer for the Regional Plan for Desalination and Aquifer Storage and Recovery for the Barton Springs Edwards Aquifer Conservation District. Duties included leading a desktop evaluation of technologies for desalination and managing concentrate using a groundwater source containing approx. 17,000 mg/L TDS and high boron and sulfate concentrations. An economic evaluation of these systems coupled with ASR and a biogas power generation facility was completed.
- ✦ Project manager for Developing Practical Alternatives to Pilot Plant Studies for Innovative Water Technologies funded by the Texas Water Development Board. This project included a desktop study of alternatives to RO pilot testing, analysis of the efficacy for using computer models for RO design, and the development of a new manual of practice for standardizing the use of computer models for RO membrane process design and regulatory approval.
- ✦ Project engineer for the Texas Water Development Board-funded project, "Testing Water Quality in a Municipal Wastewater Effluent Treated to Drinking Water Standards." Duties for this project included a review of historical RO performance data and sampling water quality (EDC, pharmaceuticals, etc.) around the MF, RO, and AOP processes at the Colorado River Municipal Water District's Raw Water Production Facility (direct potable reuse plant) in Big Spring, TX. Duties also include leading a pilot-scale verification study of virus removal by RO membranes using the Trasar compound as a direct integrity monitor.
- ✦ Project engineer for the Water Sources Evaluation and Feasibility Study of Potable Reuse and Brackish Groundwater Desalination for the McAllen Public Utilities, TX. For this desktop study, viable treatment trains and several RO model projections were developed to compare multiple brackish groundwater desalination (approx. 1,900 to 2,700 mg/L TDS) and direct potable reuse scenarios.
- ✦ Project engineer for the Brackish Groundwater Desalination Membrane Pilot Testing Study for the San Antonio Water System, Texas. Duties included the development and execution of a four-phase protocol to evaluate pretreatment alternatives for desalinating water from the Wilcox Aquifer and meet TCEQ's requirements for reverse osmosis membrane approval. This

project included design, construction, training, and oversight of a pilot system for testing three RO membranes, four pretreatment systems, and two RO recoveries. It also included an evaluation of RO membranes during air leaks from simulated pipeline air release valve failures and the impact of radium and radon on plastic pipes used in a concentrate management system.

- ✚ Pilot testing lead for the Water Improvements Project for the City of Odessa, Texas. Duties for this project included the design, construction, training, and oversight of operations for 1 MF/UF and 2 RO pilot systems to treat brackish surface and groundwater sources. Results of the study were intended for the basis of design submission to TCEQ for a 20 MGD facility. Concentrate from the future facility will be provided to local oil and gas operations. Also, a pipe loop study was used to evaluate potential corrosivity issues related to changing water quality in the City's distribution system.
- ✚ Project manager for the evaluation of RO membrane oxidation at the Surface Water and Treatment System (SWATS) for the Brazos Regional Public Utility Agency. This project included an evaluation of historical water quality and RO performance data, disinfection practices, a field investigation of current operating procedures, and a field autopsy of oxidized membranes.
- ✚ Project engineer for the Evaluation for Reduction of TDS from Well No. 24 for the City of Conroe, TX. For this desktop study, alternatives for piping and blending a low-TDS water with that from Well No. 24 was compared to the use of RO and EDR to desalinate water from Well No. 24 to meet drinking water standards in the City's distribution system. An evaluation of the corrosivity was included.
- ✚ Project engineer for the Hickory Water Supply Project for the City of San Angelo, Texas. Duties for this project fall under two categories: radium removal and water stability. For radium removal, this included the design construction, training, and oversight of a pilot plant with granular media pretreatment, 3 RO systems, and raw groundwater pipe loop. Also included assessment of surrogate compounds for regulatory compliance with RO removal of radium. For water stability, this includes a desktop evaluation of blending raw groundwater and existing surface water with the RO permeate and bench-tests with a corroded pipe from the City's distribution system to evaluate iron release under select blend scenarios.

ORGANIZATION ACTIVITIES

Texas Desalination Association

- ✚ Member, 2011 – Present
- ✚ Board of Directors, 2014 – Present
- ✚ Vice President, 2019 – 2021
- ✚ President, 2021 – 2023
- ✚ Immediate Past President, 2023 – Present
- ✚ Legislative Committee, Chair, 2015 – 2021

South Central Membrane Association

- ✚ Member, 2009 – Present
- ✚ Board of Directors, 2014 – Present
- ✚ Secretary, 2015 – 2016
- ✚ Treasurer, 2016 – 2018
- ✚ Legislative Committee, Chair, 2014 – Present

American Water Works Association

- ✚ Distribution System Water Quality Committee, Member 2012 – Present
- ✚ Premise Plumbing Committee, Member 2020 – 2023
- ✚ Inorganic Contaminants, Member 2012 – 2018

HONORS AND AWARDS (SELECT)

2017 Educator of the Year Award. Presented by the South Central Membrane Association for training of Operators during several R/O Operations & Maintenance Workshops.

Third place in the 2014 AWWA Water Quality and Technology Conference Best Poster Awards for Manual of Practice for Regulatory Approval of RO Membranes

First place in the 2013 AWWA Water Quality and Technology Conference Best Poster Awards for Demonstration-Scale Pilot Study for Radium Removal: Optimizing Water Quality and Disposal Costs Using RO and Ion Exchange

PUBLICATIONS (SELECT)

Sutherland, J. and Gelmini, J. In production. Chapter 3 - Screening of Technologies, *Manual of Water Supply Practices M76 –Bench, Pilot, and Full-Scale Treatability Testing*, First Edition. American Water Works Association, Denver, CO.

Ahren, C., Norris, J.W., Sutherland, J. (2022). Chapter 25 – Desalination for Texas: A Water-Rich Future, 7th Ed. In: Sahs, M. and H. Heinrich (editors), *Essentials of Texas Water Resources*. Texas Bar Books, Austin, TX.

Salveson, A., Sutherland, J., Garvey, E., Charbonnet, E., Steinkle-Darling, E., Edwards, M., Pruden, A., Garner, E., Parks, J., Glover, C., Inyang, M., Grimaldi, A., Trussell, S., Trussell, B., Monroy, I., Baribeau, H. "Blending Requirements for Water from Direct Potable Reuse Treatment Facilities." Water Research Foundation Final Report, 2019.

Sutherland, J. and M. Sahs (2018). Chapter 25 – Desalination. In: Sahs, M. (editor), *Essentials of Texas Water Resources*, 5th ed. Texas Bar Books, Austin, TX.

Sutherland, J., G. Juby, T. Seacord, Bryant, D., Morrison, K. 2011. Effects of Pretreatment on RO Membranes during a Brackish Groundwater Desalination Pilot Study. *Ultrapure Water Journal*, July 2011.



**Gamblin
Engineering
Group, LLC**

HUB Certification #1853831230900



EDUCATION

M.S., Engineering,
University of Texas

B.S., Hydrology,
Tarleton State University

PROFESSIONAL REGISTRATIONS

Professional Engineer
AZ No. 36226
LA No. 0028432
NM No. 15948 (inactive)
OK No. 27626
TX No. 82640

CERTIFICATIONS

TCEQ LPST Project Manager
No. PM0000075

Gamblin Engineering Group, LLC

19125 Adrian Way, Suite 100
Jonestown, TX

WILLIAM W. GAMBLIN, PE

Principal Engineer

Mr. Gamblin is a registered Professional Engineer in Texas, Louisiana, Oklahoma, and Arizona. With a master's degree in Engineering from University of Texas and a bachelor's degree in Hydrology from Tarleton State University, Mr. Gamblin has more than 25 years of experience in the water resources/environmental field specializing in the design and permitting of water wells, exploration for water (brackish and fresh), and groundwater availability studies. Mr. Gamblin remains active in several water industry organizations serving on the Board of Directors for the Texas Groundwater Association (GWS-Past President).

Mr. Gamblin has conducted groundwater projects in a multitude of the State's aquifers including the Ellenburger-San Saba, Trinity, Edwards, Hickory, Gulf Coast, Carrizo-Wilcox, Ogallala, and multiple minor aquifers. His experience in gathering field data via well installations (geology, geophysics) and pumping tests (aquifer parameters) throughout his career has enabled Mr. Gamblin to obtain a wealth of knowledge regarding the details of the State's aquifer systems. Mr. Gamblin has utilized computer modeling techniques to obtain aquifer characteristics which in turn, has been utilized to simulate and project what affect different pumping conditions may have on the aquifers being studied.

Mr. Gamblin's aquifer and GCD experience in Central Texas is demonstrated through the design, permitting, and installation of multiple public water supply Ellenburger-San Saba aquifer wells for the private clients in Burnet County (Central Texas GCD) and Gillespie County (Hill Country UWCD).

Mr. Gamblin has extensive experience working with and interacting with Groundwater Conservation Districts (GCDs) and is highlighted through multiple groundwater permitting projects completed in Clearwater Underground Water Conservation District (Bell County) and the development of a well installation and operating permit for a Gulf Coast Aquifer well submitted to the Bluebonnet Groundwater Conservation District (Waller County). Mr. Gamblin successfully defended the permit application in multiple contested case hearings administered by the BGCD and he gained invaluable Expert Witness Testimony experience through the successful defense of the well installation and operating permit. Mr. Gamblin gained experience in Palo Pinto County by completing one of the first Groundwater Availability Studies required in the County for a development utilizing the Mineral Wells formation.

Mr. Gamblin's TCEQ Public Water Supply Well Design, Permitting, and Installation experience is demonstrated through multiple successful projects involving wells for a wide variety of water providers including Municipalities, Regional Water providers, and private and Gas clients.

WILLIAM W. GAMBLIN, PE
Principal Engineer

PROJECT EXPERIENCE

Brackish Exploration Well Design and Installation, Brown County Water Improvement District Exploration Well Ell-1, Brown County, Texas

Engineer-in-Charge for the design, bidding, and installation of a deep exploration brackish water well to assess the Ellenburger and Hickory aquifers for public water utilization. The complex design utilized blow off prevention equipment, packer testing, and multiple pressure grouting events to collect representative information from various geologic formations to a depth of 3,600 feet (level of base granite) below the ground surface. Real time on-site water quality monitoring allowed quick assessment of the quality of the brackish water encountered. The well was developed and completed in the Ellenburger formation.

TWDB Project - Evaluation of Groundwater Availability Studies for Platting; Texas Water Development Board (TWDB), Texas

Manager for the surveying of counties in Texas and the acquisition of 50+ groundwater availability studies from 14 counties which were analyzed for key data and other attributes. A database configuration and format was negotiated and agreed upon with the TWDB to ensure compatibility with their existing databases. At the conclusion of this project, the TWDB realized cost savings by having access to existing data without conducting redundant studies. This project identified and compiled key data and how it might be used to improve the information available to water policy decision makers, ultimately resulting in a positive impact on water supply planning, water conservation and environmental enhancement in Texas.

Design, Permitting and Installation of Ellenburger-San Saba Well, Private Client, Gillespie County, Texas –

Engineer-in-Charge of the design, permitting, and installation of a Ellenburger-San Saba Aquifer Public Supply Well. Mr. Gamblin gathered detailed information on the requirements and the planned approach for placement of the proposed well. Working closely with the staff of the Hill Country Underground Water Conservation District (HCUWCD), a design of the proposed well was completed in accordance with the regulatory requirements of the HCUWCD, TCEQ, and TDLR. Mr. Gamblin provided oversight of the installation of the well and through diligent design and construction, a high capacity well was obtained.

Design, Permitting and Installation of Ellenburger-San Saba Well, Private Client, Burnet County, Texas –

Engineer-in-Charge of the design, permitting, and installation of a Ellenburger-San Saba Aquifer Public Supply Well. Mr. Gamblin gathered detailed information on the requirements and the planned approach for placement of the proposed well. Working closely with the staff of the Central Texas Groundwater Conservation District (CTGCD), a design of the proposed well was completed in accordance with the regulatory requirements of the CTGCCD, TCEQ, and TDLR. Mr. Gamblin provided oversight of the installation of the well.

Design, Permitting and Installation of Lower Trinity Well, City of Troy, BSP Engineers, Bell County, Texas – Engineer-in-

Charge of the design, permitting, and installation of a Lower Trinity Aquifer Public Supply Well (City of Troy North I-35 Well). Mr. Gamblin, working with the City of Troy's Engineer (BSP Engineers), gathered detailed information on the requirements and the planned approach for placement of the proposed well. Working closely with the staff of the Clearwater Underground Water Conservation District (CUWCD), a design of the proposed well was completed in accordance with the regulatory requirements of the CUWCD, TCEQ, and TDLR. Texas Water Development Board (TWDB) Funding was utilized for the project.

Deep Well Design, Capitan Reef Test Well, City of Fort Stockton, Texas – Engineer-in-Charge for the design and bidding of a

public water supply well to be completed in the Capitan Reef aquifer at a depth of approximately 3,800 feet. The complex design included isolating upper aquifers and undesirable evaporite formations employing telescopic casing and utilizing blow off prevention equipment to manage the anticipated artesian conditions. H2S gas monitoring during drilling activities is included in the construction design to safely drill through the formations that potentially could produce the gas. Completed the design and compiled a bid package and released for bid.

Potter Well Field Development, City of Amarillo, Texas – Engineer-in-Charge for the design, permitting, and installation of 17 large-diameter public water supply wells. Developed detailed well designs for the 17 new wells, wrote plans and specifications, and prepared a construction cost estimate in support of the client's request for competitive bids. Well construction was completed and project won NGWA Project of the Year.

WILLIAM W. GAMBLIN, PE
Principal Engineer

PROJECT EXPERIENCE

Groundwater Conservations District Application Defense, Spring Preserve Water Company, LLC,

Waller County, Texas: Project engineer for the permitting of a Bluebonnet Groundwater Conservation District (BGCD) public water supply well. Completed a well registration and Phase I of a well operating permit for a Gulf Coast aquifer public water supply well in Waller County, Texas. Successfully defended the permit application in two contested hearings administered by the BGCD

Ward County Well Field, Colorado River Municipal Water District (CRMWD), Ward County, Texas

Engineer-in-Charge for the design, permitting, installation, and testing of 21 large diameter, high-capacity public water supply wells ranging in depth up to 769 feet that were completed in the Pecos Valley aquifer. The project included scheduling and oversight of multiple drill and support rigs concurrently to achieve the client's aggressive schedule requirements. Performed test design, oversight, and analysis of pumping tests that demonstrated production capacities.

GCD Hydrogeological Studies; Multiple Projects, Texas: Project manager/engineer for multiple

Hydrogeological Studies in support of applications for the permitted use of groundwater. Many Groundwater Conservation Districts require Hydrogeological Studies to provide the scientific data documentation for permit allocations. While there is no statewide GCD Hydrogeological Study guidance, each GCD generally requires conducting geological and geophysical well logging, pumping tests to obtain aquifer parameters, groundwater drawdown projections, and collecting and analyzing water quality samples. Highlighted projects include:

- Spicewood Trails, Central Texas Groundwater Conservation District
- Spring Preserve, Bluebonnet Groundwater Conservation District
- City of Troy, Clearwater Underground Water Conservation District
- Eagle Mountain High School Well, Northern Trinity Groundwater Conservation District
- City of Sansom Park – Ridge Lane Well, Northern Trinity Groundwater Conservation District

Groundwater Availability Study for Platting; Multiple Projects, Texas: Project manager/engineer for multiple

Groundwater Availability Study for Platting projects which involved gathering and analyzing data to determine if the quality and quantity of groundwater available to a proposed subdivision is sufficient to allow for the proposed build out in accordance with Title 30, Part 1, Chapter 230 of the Texas Administrative Code (TAC) and with local GCD and County Subdivision and Development Regulations. The studies involved meeting regulatory requirements, conducting geophysical well logging, describing the hydrogeological setting, performing an aquifer test, collecting and analyzing water quality samples, and determining aquifer parameters. Highlighted projects include:

- Weir View Estates, Williamson County, Texas
- Longhorn Estates, Palo Pinto County, Texas
- Aria Prairie, Bell County, Texas
- Vineyard Falls, Travis County, Texas
- Faith Ranch, Hays County, Texas

VINCENT CLAUSE, PG, GISP

Project Manager | Texas Groundwater Lead



EDUCATION

MA, Geography and the Environment, University of Texas at Austin, 2014

BA, Geography and the Environment, University of Texas at Austin, 2012

BA, Government, University of Texas at Austin, 2012

PROFESSIONAL REGISTRATION

Texas Board of Professional Geologist, TX-PG #15512

Geographic Information Systems Professional, GIS Certification Institute, No. 160533

SERVICE

Environmental Science Institute – University of Texas at Austin Advisory Council 2023-Present

NOTABLE CLIENTS

TWDB
The Nature Conservancy
Clearwater UWCD
Middle Pecos GCD

Vince Clause is a Professional Geologist, a certified Geographic Information Science Professional, and holds a Bachelor's and Master's degree in Process Geomorphology from The University of Texas at Austin Department of Geography and the Environment. Over the last 10 years, Vince has focused on mapping and evaluating groundwater resources across the State of Texas and has specialized in developing detailed hydrostratigraphic groundwater models. Using these models, he has helped GCDs, state agencies, private landowners and the oil and gas industry solve complex technical, regulatory, and legal issues. Most recently, he has used this experience to help Clearwater UWCD, better understand how complex fault systems impact groundwater flow through the Edwards-Trinity aquifer in Bell County, TX.

PROJECT EXPERIENCE

"Hydrostratigraphic framework of the Marathon aquifer conceptual model" Technical Staff (TWDB, 2022)

Identified the producing formation for all TDLR and TWDB GWDB water wells within the Marathon Aquifer. Developed an aquifer-wide dataset for historic aquifer pump test, water level measurements, and driller estimated production data. Led a remote sensing based geologic lineament and fracture analysis to identify more favorable areas for groundwater production and recharge. Provided oversight on 3D geologic model development. Georeferenced and digitized historic geologic data.

"Hydrostratigraphic framework of the Cross Timbers aquifer conceptual model" Technical Staff (TWDB, 2021)

Responsible for screening over 2,400 geophysical logs for relevant aquifer data. Completed stratigraphic interpretations on approximately 1,000 of these logs, which included the identification of up to seven stratigraphic units and saturated sand intervals. Additionally, georeferenced and digitized eighteen net sands isopach large-format maps that cover an 18-county area.

"Upper Coastal Plain East Aquifer Data Entry for the Brackish Resources Aquifer Characterization System Database" Project Manager (TWDB, 2021)

Managed a team that processed 19,163 well files from the TWDB unprocessed log collection for the Upper Coastal Plain East (UCPE) Aquifer System. The project began in late 2020 and resulted in 11,102 new well records while also improving 1,655 existing well records. This new data accounted for a 148% increase from the prior 7,498 well records in BRACS database well coverage for the UCPE Aquifer System and will be used in future studies to map aquifers and help characterize brackish resources.

"Identification of Potential Brackish Groundwater Production Areas - Blaine Aquifer System" Technical Staff (TWDB, 2016)

Assisted in the development of the hydrostratigraphic framework of the Permian Whitehorse Group and Blaine Aquifer for a fifteen-county area in North-Central Texas. Analyzed oil and gas well records and driller's reports, geophysical logs, and water well datasets for stratigraphic data. Assisted with the interpretation of this subsurface data to define the top and base of the Blaine confined zone, evaluate subsurface karst intervals within the Blaine and create stratigraphic surfaces.

"Middle and Lower Trinity Hydrogeologic Investigation of Southwest Bell and Northwest Williamson County" Project Lead (Clearwater UWCD, 2021)

Completed a detailed hydrostratigraphic investigation of the Trinity Aquifer using driller report lithology descriptions and geophysical logs for a 491 square mile area of southwest Bell and northwest Williamson County. Over 1,400 well records were reviewed and used to identify faults, facies changes and structural controls. These results were integrated into the Clearwater UWCD 3D hydrostratigraphic workspace and evaluated with respect to GAM aquifer properties and estimated production rates.

"Groundwater Exploration in Winkler, Loving and Reeves Counties, TX" Technical Staff (Confidential, 2019)

Exploration for groundwater resources in the Pecos Valley, Rustler and Capitan Reef aquifers for local fracking activities. Integrated over 800 geophysical logs and water well driller's reports to identify the most favorable area for groundwater development. Water well type and completion data were evaluated to better understand current demands on groundwater in the region.

"Groundwater Availability and Sustainable Production in North-East Reeves County, TX" Project Lead (Confidential Client, 2017)

Created a highly detailed stratigraphic analysis of the Rustler aquifer in North-East Reeves County that included a total of 473 oil, gas and water wells. A real-time monitoring well program established from these results, and various pumping scenarios were modeled using site-specific pump test results.

"Potential Groundwater Sources on the Gage Ranch in North-Central Brewster County" Project Lead (Gage Ranch, 2017)

Groundwater exploration on ranch for stock wells using a combination of published reports, surface geology, aerial imagery with fracture analysis, and field reconnaissance to select sites for two productive water wells in the Marathon Limestone and Word formations.

"3D Interactive Hydro-stratigraphic Models for the University of Texas (University Lands) including portions of twelve West Texas counties" Technical Staff (University Lands, 2016)

Screened over 10,000 driller's reports and geophysical logs to identify formation tops and water production zones to a depth of 20,000 feet within the University Lands leases in Crockett, Irion, Pecos, Reagan, Schleicher, and Upton Counties. Developed a GIS dataset from the wells with formation picks from the Edwards, Trinity, Dockum, Rustler, Yates, San Andres, Grayburg, Fusselman and Ellenburger.

Allan Standen, PG

Senior Advisor



EDUCATION

MA, Geology, University of Texas at Austin, 1986

BS, Geological Sciences Kent State University, Kent, OH 1976

PROFESSIONAL REGISTRATION

Professional Geoscientist No. 1227, Texas

MILITARY SERVICE

Navy, 1967 – 1971 Enlisted, Diesel and Nuclear Submarines

Over 45 years of experience with groundwater resource evaluations, facility and field operations, database management, environmental assessments, mining and mineral exploration, and geographic information systems (GIS). He has specialized in constructing highly detailed stratigraphic and/or lithologic datasets by integrating geophysical logs and water well driller's reports into county scale, hydrostratigraphic 3-D models. He presently works with multiple groundwater conservation districts assisting them in with their groundwater management and monitoring needs.

PROJECT EXPERIENCE

Hydrostratigraphic framework of Marathon Aquifer, TWDB Project

Constructed the Cambrian through Pennsylvanian stratigraphic framework and faulting for the Marathon Aquifer in Brewster County, Texas. Supervised field water level collection and surface geology analyses. Supervised the construction of a 3-D model of the aquifer system.

Hydrostratigraphic framework of the Cross Timbers Aquifer conceptual model, TWDB Project

Compiled data to construct the stratigraphic framework from the lower Permian through the Pennsylvanian for the Cross Timbers Aquifer in north-central Texas involving over 30 counties. This project involved integrating geophysical log datasets with stratigraphic interpretations and published net sand isopachs from numerous BEG reports and UT thesis/dissertations and supplementing this dataset with BRACS and BEG geophysical logs as needed.

Core Testing for the Hill Country Trinity Aquifer, TWDB Brackish Project

A total of nine cores, representing approximately 2,500 feet of core within 267 core boxes were studied. Eighty-one core plugs were extracted from these cores and were sent to Core Labs Inc in Houston for analyses. All Core Labs core plug analyses results were summarized and included in this report with detailed core photographs and core interval lithologic descriptions.

City of San Angelo, Evaluation of Hickory Well Field in McCulloch County

Correlation of over 60 geophysical logs delineating the Ellenburger, San Saba and Hickory formations in the vicinity of the San Angelo well field in McCulloch and Menard counties. Identified compartmentalized fault block that had different geochemistry and pump test results. Supervised and evaluated the Schlumberger spectral gamma logging Well #3 which delineated the vertical distribution of Radium 226 and Radim 228 and a central zone within the Hickory Formation with the highest radioactive contamination.

STEPHANIE S. WONG, PhD, GIT

Hydrogeologist



EDUCATION

Ph.D. Geosciences, Baylor University,
2021

M.S. Geosciences, Baylor University,
2012

B.S. Environmental Science, Carleton
University, 2006

PROFESSIONAL REGISTRATION

Geoscientist-in-Training #595

PROFESSIONAL ACTIVITIES

National Ground Water Association

EXPERIENCE

LRE Water, LLC, Round Rock, TX
2021-present

Baylor University, Waco, TX
2009-2021

Parks Canada Agency, Hull, QC
(Canada) 2006-2009

Stephanie is a Hydrogeologist with over 10 years of combined academic and professional experience in Texas hydrogeology, water resources, and environmental sciences. Her specialty is in applying physical and geochemical methods such as aquifer tests, dye tracing, and stable isotopes to monitor and investigate groundwater systems. Stephanie supports well design, well construction, and preparation of regulatory submittals for development of public water supplies. Stephanie also supports the collection, analysis, visualization, and quality assurance of groundwater data for use in hydrogeologic evaluations.

FEATURED PROGRAM & PROJECT EXPERIENCE

Groundwater Resources Development – Texas Water Utilities, L.P., Smith and Grayson Counties, 2022-Present.

Serving as project hydrogeologist for developing new public water sources targeting the Hooper Formation of the Lower Wilcox hydrogeologic unit (Smith County) and the Antlers Formation (Grayson County). Supported preliminary site selection, well design, bid administration, well construction oversight, and regulatory submittals.

Groundwater Resources Development – City of Crawford, McLennan County, 2022-Present.

Serving as project hydrogeologist for developing a new public water source targeting the Hosston unit of the Trinity Aquifer. Supported preliminary site selection, well design, well construction oversight, and regulatory submittals.

Groundwater Resource Development – SE Legacy WSC, Webb County, 2021-Present.

Serving as staff hydrogeologist for a multi-phase groundwater resource development project. Assisted in preliminary well field development, well design and bid document preparation. Responsible for overseeing well construction and pumping tests, ensuring adherence to project specifications and standards required by the Texas Commission on Environmental Quality (TCEQ) for public water supply wells to support local residential, commercial/industrial development along I-35. Coordinated collection and analysis of aquifer test data using AQTESOLV to determine hydraulic properties of the Carrizo and Sparta (Laredo Formation) aquifers.

Regulatory Compliance Support – Halawa View Apartments, Tarrant County, 2022-Present.

Serving as staff hydrogeologist to assist a noncommunity public water system resolve TCEQ compliance violations. Responsibilities include communications and coordination between TCEQ and subcontractors and preparation of required documents.

Groundwater Science and Permitting Support – Robertson County, 2022-2023.

Served as project hydrogeologist for a groundwater resource development project in the Simsboro and Brazos River Alluvium aquifers. Conducted site evaluations and water sampling to support TCEQ and Brazos Valley Groundwater Conservation District permit applications. Coordinated surface infrastructure installations for groundwater wells.

Springs Impact Assessment – Clearwater Underground Water Conservation District, Bell County, March 2023.

Served as project hydrogeologist to plan, coordinate, and execute a study to monitor and assess possible impacts of a constant rate pumping test on spring water quantity and quality at the historic Salado Springs complex.

Groundwater Science Support for Comanche Springs – Texas Water Trade, Pecos County, 2021-2022.

Served as project hydrogeologist to assess the hydraulic connectivity between the Edwards-Trinity (Plateau), Rustler, and Capitan Reef aquifers within Pecos County, Texas to understand and increase flows in the historic Comanche Springs. Planned, coordinated, and executed a 15-day, multi-well aquifer test to assess aquifer interconnectivity and influence on spring flow. Performed analysis of pumping test data using AQTESOLV to document project findings. Report to be submitted to the US Bureau of Reclamation.

Trinity Aquifer Pumping Tests – Clearwater Underground Water Conservation District, Bell County, 2018-2020.

Assisted in the collection of data for multiple 24-hour constant rate pumping tests and one 30-day constant rate pumping test targeting the Middle and Lower Trinity aquifers in Bell County. Analyzed test data to estimate transmissivity and storage coefficient values, determine aquifer geometry, and evaluate drawdown. Prepared final reports of test results that were submitted to the Clearwater Underground Water Conservation District. (Research assistantship through Baylor University)

Groundwater–Surface Water Interaction Studies in the Edwards (Balcones Fault Zone) Aquifer – Clearwater Underground Water Conservation District, Bell County, 2013-2018.

Served as research scientist to develop and implement studies to understand groundwater flow and chemistry in the Northern Segment of the Edwards (BFZ) Aquifer. Designed dye trace studies for the Salado Springs area. Applied for, received, and maintained U.S. Fish and Wildlife Service research permit to work in sensitive habitat. Measured chemical and physical water parameters at field sites and collected samples for lab analysis. Deployed and maintained field instruments. Communicated research progress and findings to district staff and board of directors through oral and written reports. (Research assistantship through Baylor University)

State of Texas Estimate of Groundwater Pumping Volumes, Locations, and Aquifers for West Texas – Texas Water Development Board, 2021-2022.

Served as project reviewer and comment coordinator for the completion of an effort to revise and improve historical groundwater pumpage datasets for the Pecos Valley, Edwards-Trinity (Plateau), Lipan, Trinity (Hill Country), and Edwards (Balcones Fault Zone) aquifers. TWDB Contract Number 2048302456.

THERESA BUDD, PG

Senior Project Hydrogeologist



Theresa Budd is a licensed professional geologist in the state of Texas and Project Hydrogeologist with 6 years of experience in groundwater hydrology, groundwater resource development, and environmental sciences. Her technical expertise subject areas include groundwater supply development, regulatory permitting, wellfield optimization and evaluations, analytical groundwater modeling, and preparation of hydrogeologic reports and groundwater availability studies. Theresa provides technical oversight and assists in the collection, interpretation, and analysis of geologic and hydrologic data for use in hydrogeologic evaluations.

FEATURED PROGRAM & PROJECT EXPERIENCE

Groundwater Development Project – Legacy WSC, Webb County, 2022-Present

Conducted hydrogeologic services to provide groundwater to various entities in Webb County, including a 13,000-acre property for mixed-use development. Obtained data from the Southern Portion of the Sparta, Queen City, and Carrizo-Wilcox Aquifer (CWQCSP) GAM and Yegua-Jackson Aquifer GAM to determine regional hydraulic properties of the aquifers in central Webb County. Analyzed aquifer test data for new wells and existing wells to determine site-specific hydraulic properties and water quality of the aquifers in central Webb County. Developed a conceptual wellfield and estimated sustainable well yields from the Carrizo and Laredo Formation aquifers to meet project demands. Review geophysical log data and NMR data to determine high yield, lower TDS production zones for a public supply well. Involved with selection of well screen and casing material settings. Provided technical oversight of pilot hole drilling, construction, development, and testing of three public supply wells. Coordinate project efforts with subcontractors to treat brackish groundwater produced from the public supply wells. Prepared required submittals for the TCEQ.

EDUCATION

M.S. Geology, The University of Southern Mississippi, 2018

B.S. Geology, Millsaps College, 2016

PROFESSIONAL REGISTRATION

Professional Geoscientist
TX #15233

Tanglewood on Texoma PWS – Texas Water Utilities, L.P., Grayson County, 2022 – Present

Prepared a permit application and hydrogeologic report for a new production permit for Trinity Aquifer wells with a combined annual production capacity of 224,584,500 gallons from the Red River GCD for a new public supply well (PWS) with a maximum permit capacity of 450 gallons per minute (gpm) producing from the Lower Antlers Formation. Conducted analytical groundwater modeling to evaluate the impacts of the proposed production on the well system and surrounding wells registered with the Red River GCD. Prepared a submittal to the TCEQ for "Approval to Construct" the new PWS well. Involved with selecting screen material settings and well construction.

Wellfield Evaluation – GCWA, Brazoria County, 2023

Evaluated the groundwater resources from the Chicot and Evangeline aquifers in Brazoria County to provide 42 million gallons per day (mgd) of groundwater supply for irrigation use. Scope of work included compiling and evaluating water quality and hydraulic properties of the target aquifers from publicly available sources. In addition, Ms. Budd reviewed the BCGCD Rules, GMA-14 DFCs, and MAGs to determine permitting and production requirements and considerations for brackish water supply. Ms. Budd conducted analytical groundwater flow modeling using information obtained from surrounding wells and the Houston Area Groundwater Model (HAGM) to determine the well yield and wellbore pumping levels for long-term supply (30 years). Recommended zonal testing and pilot hole drilling of a well in the Evangeline Aquifer to test for water quality and potential well yields.

Wellfield Optimization – Atmos Energy, Anderson County, 2021

Performed a wellfield evaluation of a 6-well wellfield for production from the Carrizo and Simsboro aquifers to provide groundwater supply for salt dissolution operations in Anderson County. Professional services included analyzing aquifer test data and water quality data for the existing wells and groundwater modeling to optimize pumping rates to maintain 50% of the artesian pressure in the aquifer. Subsequent tasks included determining the suitability of pumping equipment for the existing wells, evaluating other sources of groundwater, particularly in deeper aquifers beneath the existing wellfield for additional supply, revising the groundwater models to include production from the additional wells, preparation of permit submittals for additional wells for the Neches and Trinity Valley GCD, which included preparation of a hydrogeological report, and representing the client at the GCD permit hearing. (While employed at RWH&A)

Groundwater Availability Certification for Platting – Bertram XXL Ranch, Burnet County, Texas, 2021

Provided technical oversight during test drilling, well construction, and aquifer testing of four domestic wells on a 367-acre property for purposes of obtaining groundwater availability certification for subdivision platting. Ms. Budd compiled and analyzed hydraulic information obtained from the aquifer tests to determine the transmissivity and storativity of the Trinity Aquifer beneath the well sites. Analytical groundwater flow modeling was conducted to determine well-to-well interference effects and drawdown of the aquifer over a 10-year and 30-year period. (While employed at RWH&A)

Groundwater Availability Study – SLC Development, LLC, Hays County, Texas, 2021

Determined the availability of groundwater from the Trinity Aquifer beneath a 27 ½ -acre property in Hays County for public supply. Ms. Budd evaluated the water quality and hydraulic properties of the Trinity Aquifer beneath and surrounding the property using publicly available information. Groundwater modeling was conducted to estimate the availability of groundwater in the Trinity Aquifer and evaluate potential groundwater production and wellbore pumping levels over a 30-year period. Ms. Budd reviewed groundwater regulation requirements in the Hays County GCD Rules, Hays County Development Regulations pertaining to subdivision platting and the Rules and Regulations for Public Water Systems (30 TAC Chapter 290). (While employed at RWH&A)



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☒ Section 2 c. - No
 - ☒ Section 2 d. - Yes
 - ☒ Section 4 - Affirmation
 - ☒ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Envision Water, LLC State of Texas VID #: 32093879412
 Point of Contact: Michelle Sutherland Phone #: 949-702-3622
 E-mail Address: msutherland@envisionwater.com Fax #: NA
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 580-24-RFQ-0017 Bid Open Date: 3/26/2024

(mm/dd/yyyy)

Enter your company's name here: Envision Water, LLCRequisition #: 580-24-RFQ-0017**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	oversee field activities, geophysical log interpretation	35 %	%	5 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☒ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Envision Water, LLCRequisition #: 580-24-RFQ-0017**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Envision Water, LLCRequisition #: 580-24-RFQ-0017

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Michelle Sutherland

Signature

Michelle Sutherland

Printed Name

Principal

Title

04/25/2024

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Envision Water, LLCRequisition #: 580-24-RFQ-0017

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Envision Water, LLC State of Texas VID #: 32093879412
 Point-of-Contact: Michelle Sutherland Phone #: 949-702-3622
 E-mail Address: msutherland@envisionwater.com Fax #: NA

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: 580-24-RFQ-0017 Bid Open Date: 3/26/2024
 (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable



Women Business Enterprise (WBE)
ENVISION WATER

ENVISION WATER

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 541330: ENGINEERING CONSULTING SERVICES

This Certification commences February 22, 2024 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2026

Issued Date: February 22, 2024

CERTIFICATION NO. WFWB35045N0226

Certification Administrator

CONTENT ITEM 5
OWNERSHIP OF BUSINESS ENTITY

**Name(s) and Social Security Number(s) (last four digits) of each person with at least
25 Percent Ownership of the Business Entity Submitting the RFQ**

Michelle Sutherland (51%)

Name

EIN: 93-4684145

Last Four Digits of Social Security Number*

Justin Sutherland (49%)

Name

EIN: 93-4684145

Last Four Digits of Social Security Number*

Name

Last Four Digits of Social Security Number*

Name

Last Four Digits of Social Security Number*

* In the event a Respondent is subject to Texas Family Code § 231.006, TWDB will request that Respondent submit the complete Social Security Number(s) via separate secure transmission prior to evaluating the Response. The Social Security number(s) will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Texas Family Code § 231.302(e)

SECTION 6: PRIOR PROJECT EXPERIENCE

Brackish Groundwater in the Blaine Aquifer System, North-Central Texas

Texas Water Development Board

Prime Contractor: Daniel B. Stephens & Associates
6020 Academy Road NE, Suite 100
Albuquerque, NM 87109,
T. Neil Blandford, 505-822-9400, nblandford@geo-logic.com
(M. Sutherland worked on this project as a subcontractor (Michelle A. Sutherland, LLC) to Daniel B. Stephens & Associates

Project Start and End Dates: April 2016 – August 2016

Subcontracted 3D Geologic Modeling Budget: \$15,000

Project Description (3D Geologic Modeling Portion): Five geologic units were mapped in 3D modeling software (Leapfrog Geo) to check log interpretations and delineate the vertical extent of the Blaine Aquifer. A water table surface for the Blaine was created using water level measurements combined with surface water elevations where the water table intersected surface drainages. Water quality zones were delineated in Leapfrog Geo using the reported water quality from wells.

Based on the hydrogeologic conceptual model, the assumption was made that the observed water quality at a given location applies to the full aquifer thickness. The figure below shows that the water quality in the Blaine aquifer is typically in the 1,000 – 10,000 mg/L TDS range, with areas of good (<1000 mg/L TDS) quality water in the recharge zones and poorer quality water (>35,000 mg/L TDS) in the downdip areas of the aquifer.

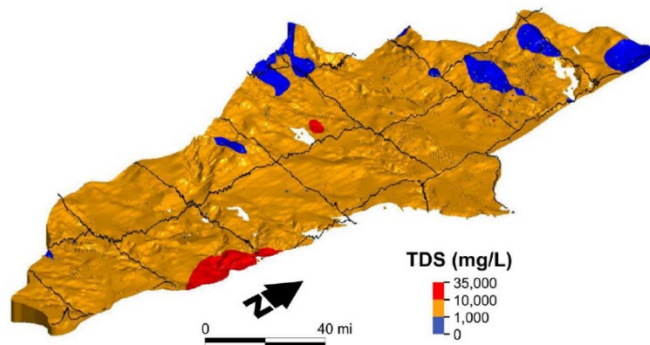


Figure 12-2. Blaine Aquifer system salinity zones illustrated on a three-dimensional visualization of the water table at 50x vertical exaggeration.

Barton Springs Edwards Aquifer Conservation District Regional Plan for Desalination and Aquifer Storage and Recovery

Texas Water Development Board

Prime contractor: Carollo Engineers, Inc.
10900 Stonelake Boulevard Bldg. 2, Suite 126
Austin, Texas 78759
David Harkins, 512-453-5383, dharkins@carollo.com
(J. Sutherland's work on this project was done as part of the prime contractor.)

Final Report Submitted: March 2018

Project Budget: Unknown

Project Description: A study was conducted to evaluate water management strategies that could address potential future water shortages in the Barton Springs segment of the Edwards Aquifer. The study included a feasibility analysis of a desalination system, a wellfield collection system, various concentrate disposal alternatives, an aquifer storage and recovery (ASR) system, and a landfill gas combined heat and power facility.

The desalination facility was designed to produce 2.5 million gallons per day (mgd) in Phase 1 and 5 mgd in Phase 2. The facility was sized based on estimated yields from three potential brackish groundwater supply wells from the lower producing intervals of the Edwards Aquifer. The study evaluated different desalination technologies to reduce the total dissolved solids (TDS) of water from these wells to drinking water standards. Reverse osmosis (RO) membranes were found to be the most effective option, but a second-pass, two-stage RO system would be needed to reduce boron levels and provide high-quality water that could be used for irrigation and human consumption.

To meet the energy requirements of the desalination facility, the study proposed generating power from the Texas Disposal Systems landfill gas. Deep well injection into the Trinity Aquifer at the Texas Disposal Systems site was selected as the most cost-effective option for concentrate disposal.

For the ASR system, a portion of the desalinated water would be stored in the upper producing intervals of the Edwards Aquifer during winter months when demands are low. During summer peak demand months and droughts, the stored water would be recovered from the ASR wells and added to the desalination supply, helping to meet peak demands exceeding the capacity of the desalination treatment plant.

The study found that the lowest cost scenario for a 5 mgd desalination facility, in the first year of operation, was \$6.51 per 1,000 gallons of production. This included a landfill gas to energy cogeneration facility and concentrate disposal in Trinity Aquifer injection wells. The 30-year life cycle cost for a 5 mgd desalination facility powered by a mix of cogeneration and traditional grid sources, along with a zero liquid discharge system for concentrate management, was \$8.20 per 1,000 gallons. The 30-year cost of an ASR project for water produced by the 5 mgd desalination facility was \$0.38 per 1,000 gallons.

Identification of Potential Brackish Groundwater Production Areas (Gulf Coast and Rustler Aquifers)

Texas Water Development Board

Prime contractor: INTERA
9600 Great Hills Trail, Suite 300W
Austin, TX 78759
Van Kelley, (512) 425-2000, vkelley@intera.com
(J. Sutherland worked on this project as a subcontractor (Carollo) to Intera.)

Project start and end dates: January to September 2016

Project Budget: Rustler Aquifer (\$200,000), Gulf Coast Aquifer (\$500,000)

Project Description: House Bill 30 (84th Texas Legislature) mandated the TWDB to identify and designate local or regional brackish groundwater production zones in areas of the state with moderate to high availability and productivity of brackish groundwater. These zones can be developed to reduce the use of fresh groundwater. Intera was awarded studies of the Gulf Coast and Rustler aquifers to carry out this task. These studies aimed to evaluate potential brackish production zones that the TWDB can use to make recommendations to the legislature on the designation of brackish production zones. Intera also subcontracted an analysis of the water quality parameters of concern for water treatment by desalination. For this analysis, water quality parameters were classified based on concerns for public health, aesthetics, membrane fouling, scaling, and special concentrate management issues. Additionally, specific wells were identified with water quality parameters above the Texas Commission on Environmental Quality's primary and secondary drinking water standards. The objective of the studies was to characterize the quantity and quality of groundwater within these aquifers. By doing so, the TWDB can estimate the extent, volume, and availability of brackish groundwater in each aquifer.

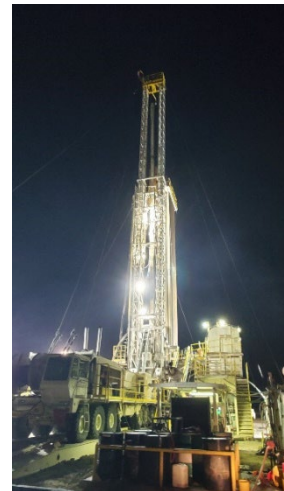
Feasibility, Design, and Installation of High Capacity, Deep Production Well, Lower Trinity (Hosston) Aquifer

Client contact: Rowan Green Data Services
 Temple, Texas
 Joel Zemanek, 231-463-6079, jzemanek@rowan.digital

Project Start and End Dates: December 2021 – May 2024

Project Budget: \$250,000

Project Description: Rowan Green Data, LLC contracted Gamblin Engineering Group, LLC to evaluate the feasibility, design, permit, and install a high capacity, deep production well to support data center development in Temple, Texas. In February 2022, Gamblin Engineering delivered a Feasibility Study demonstrating the projected water quality and production rates in the Lower Trinity aquifer near the project location. Gamblin Engineering compiled a detailed production well design for the project, incorporating specifications and design documents into a project bid package. Gamblin Engineering conducted bid solicitation services and made a recommendation to the client regarding the winning bid. The ~3.6 million dollar drilling contract was awarded in September 2023, and Gamblin Engineering performed Engineering oversight of all aspects of well installation. A test hole was advanced to ~2,680 feet below the ground surface (bgs). Geophysical logging and geologic interpretation of drill cuttings were employed to determine the geology and final designs of screens and filter pack for the project. 14-inch diameter High Strength Low Alloy (HSLA) casing, a dielectric coupling, and a stainless-steel screen were installed along with a meticulously designed filter pack in the 22-inch diameter production well borehole. An extensive development program was employed, and pumping testing revealed a highly productive well with projected sustainable flow rates of over 2,000 gpm.



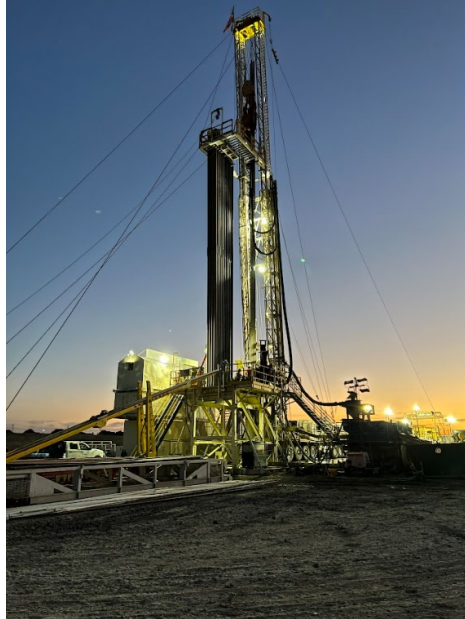
Webb County Brackish Groundwater Well Field Development

Client Contact: SE Legacy Water Supply Corp.
Thomas G. Wendorf, P.E., 831-977-9898, tgwendorf@wbpconsult.com

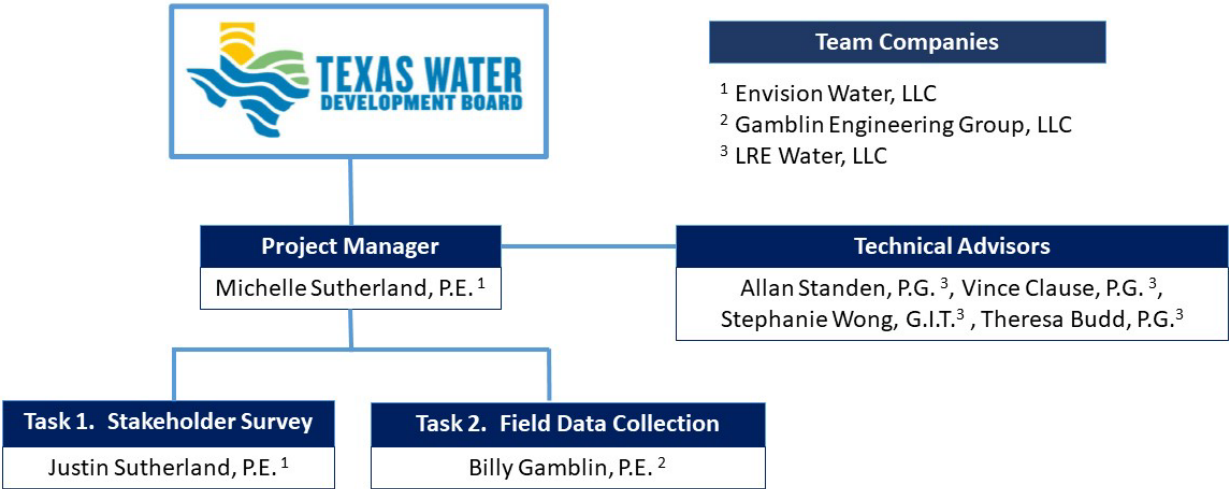
Project Start and End Dates: 2021-Present

Project Budget: ~\$400,000 Annually

LRE Water is part of a larger engineering team working to develop brackish groundwater resources in Central Webb County to support residential, commercial, and light industrial development around the intersection of IH-35 and HW 83. We will also provide a reliable water supply for various cities within the county and are negotiating with the City of Laredo to provide a supplemental water supply for city operations. Private landowners, Webb County, and the City of Laredo provide support for this project. LRE Water provides all hydrogeology services, including conducting feasibility and availability studies, optimizing well drilling locations, designing/permitting public water supply wells, and performing drilling construction oversight. We have drilled five wells to date and have designed a well field consisting of 40+ wells to meet the water demands of the project.



SECTION 7: ORGANIZATION CHART



SECTION 8: TECHNICAL APPROACH

Introduction

Brackish water resources, a vital yet underutilized component of Texas's water resilience portfolio, are the focus of this project. The Texas Water Development Board (TWDB) is embarking on an exploratory brackish groundwater project that involves collaborating with stakeholders. 'Exploratory' in this context means that the average total dissolved solids concentration of the target aquifer has not been field-verified with water quality samples or that the average production of the brackish resource has not been field-verified with long-term aquifer testing.

TWDB is seeking qualifications for a consultant team to perform two tasks. The first task involves surveying stakeholders and recommending potential exploratory brackish groundwater well projects. The second task consists of acting as a liaison between TWDB and the project owner during the data collection process. This includes collecting geophysical data, conducting aquifer tests, and/or water quality sampling.

Our approach is backed by our team's extensive experience and proven expertise. We have a track record of conducting successful stakeholder surveys, a deep understanding of the TWDB BRACS program, regional water planning and joint planning experience, and a wealth of contacts in the Texas water industry. Moreover, we bring over 20 years of experience in collecting and interpreting brackish data from both desktop studies and field activities, including drilling well fields and exploratory wells.

Task 1: Stakeholder survey

The first step and key to this project is the stakeholder survey. Our experience implementing survey tools as a part of Water Research Foundation projects and for other organizations has given us insights into their successful elements:

Survey tool design—In general, a good survey tool will be designed with simpler yet valuable questions, shorter overall length, and multiple question/answer formats within the tool. We will utilize Microsoft Forms, which has proven highly effective in developing previous survey tools. One of the significant advantages of Microsoft Forms is its user-friendly interface for design, use by survey participants, and ease of compiling survey data into spreadsheets for analysis.

Envision Water will develop draft survey questions for submission and approval by the TWDB BRACS Department. Some of the questions will be used to later score potential projects, while others will gather general information about the project and will not be part of the scoring process. We will incorporate the agreed-upon list of survey questions into the survey tool.

Survey participation – Starting with a large, diverse cohort of potential stakeholders is needed because only 25% to 40% may typically respond. Therefore, a larger initial cohort will lead to a more statistically useful dataset to analyze after completing the survey. As defined by the TWDB, candidate stakeholders for this collaborative project include:

- 1) entities with a recommended brackish groundwater water management strategy (WMS) in the 2022 State Water Plan,
- 2) groundwater conservation districts (GCDs) with a designated brackish groundwater production zone (BGPZ) within their jurisdiction, or
- 3) Any entity interested in completing a brackish groundwater test well before August 2026.

We will use our team’s experience with regional water planning and joint planning to inform our survey design. In addition, we will use our team’s connections with Texas-based hydrogeologists and the Texas Desalination and South Central Membrane Associations to both search for public and private entities engaged in brackish groundwater exploration and to promote the survey to enhance participation. When reaching out to stakeholders, we will communicate the collaborative expectations and components of Task 2 and the maximum amount of funds that TWDB will provide for data collection.

Timing—To maximize participation, the launch of the survey tool, e-mail reminders, and duration need to be strategically scheduled. In our experience, candidate stakeholders will typically respond to surveys in clusters based on these criteria. We will monitor the number of respondents while the survey tool is live and adjust scheduling reminders if needed.



Survey tool design, participation and timing are key to a successful stakeholder survey.

We will work with the TWDB to create project criteria and a scoring rubric in parallel with the survey tool development. We will build from our experience developing similar criteria/rubrics for client projects and for the upcoming *AWWA Manual of Water Supply Practice, M76-Bench, Pilot, and Full-Scale Treatability Testing (Chapter 3 – Screening of Technologies)*, in which explanations and examples of weighted and non-weighted criteria are highlighted as part of a screening methodology. For this project, the scoring criteria will consider such factors as the alignment between data collection and recommendations from guidance documents (such as TWDB’s *Drilling and Logging the Ideal Exploratory Brackish Groundwater Well*), total well depth, accessibility to land, permit requirements, and discharge handling. This will ensure that the project timelines align with the contract funding.

From the responding stakeholders, we will compile a list of all candidates ranked by score and list the top-scoring candidates from each category. We will summarize the survey results by

creating a report that documents the survey methodology, percentage of stakeholder responses, summary tables, and a map of potential project locations.

The project criteria and weighting include:

- 1) Proposed geophysical logging tools (20%)
- 2) Proposed aquifer tests (20%)
- 3) Proposed groundwater quality sampling (10%)
- 4) Well total depth (10%)
- 5) Estimated drilling start date (10%)
- 6) Land access negotiations (10%)
- 7) Permitting (10%)
- 8) Discharge handling plan (10%)

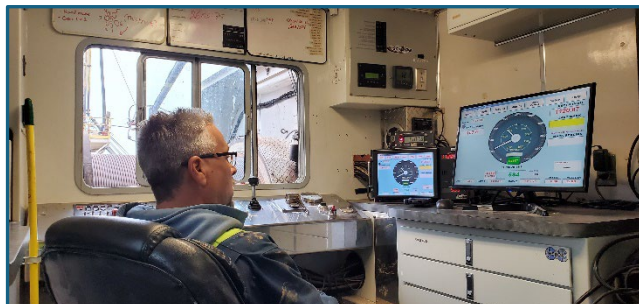
Supplemental data includes:

- 1) Entity name
- 2) Aquifer
- 3) Project type (WMS, BGPZ, or other)
- 4) Project goals (total end users, estimated well yield, estimated acre-feet per year)
- 5) Project funding sources (general)
- 6) Conflict of interest? (contractors with current groundwater contracts)
- 7) Knowledge of any (other) brackish groundwater projects discussed within the local district or management area

After completing Task 1, we will pause work as TWDB reviews these deliverables and selects a location for the exploratory brackish groundwater well. The TWDB will issue a notice to proceed with Task 2.

Task 2: Field data collection and collaboration

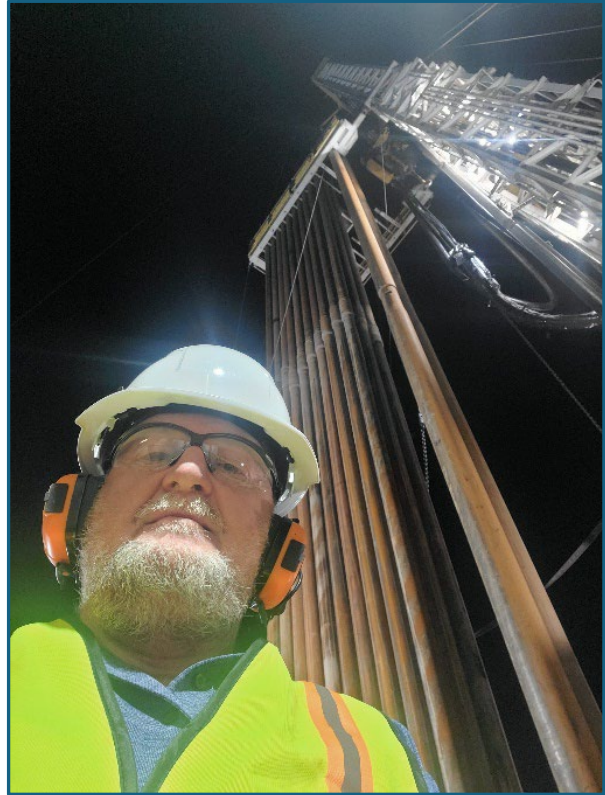
Envision Water will act as the liaison between TWDB and the entity selected for the field data collection project, which includes collecting geophysical data, conducting aquifer tests, and sampling water quality.



Our Team's experience includes overseeing geophysical log data collection, aquifer testing, and water quality sampling. This photo was taken inside the logging truck in Temple, Texas.

Envision Water will subcontract to Gamblin Engineering Group to coordinate cost estimates for the logging, laboratory, and aquifer tests. Gamblin Engineering Group will also supervise data collection efforts in the field. LRE Water staff will be technical advisors to review data and support data collection efforts. In addition, Envision Water will review water quality data for any concerns about the desalination of the brackish groundwater.

Gamblin Engineering Group has 25+ years of experience overseeing drilling operations, well logging, conducting aquifer testing, and interpreting water resource data. Additionally, Gamblin Engineering Group's active status as a Texas HUB will assist the TWDB in achieving its HUB contracting objectives.



Mr. Gamblin has 25+ years of experience overseeing drilling operations. This photo was taken in Temple, Texas.

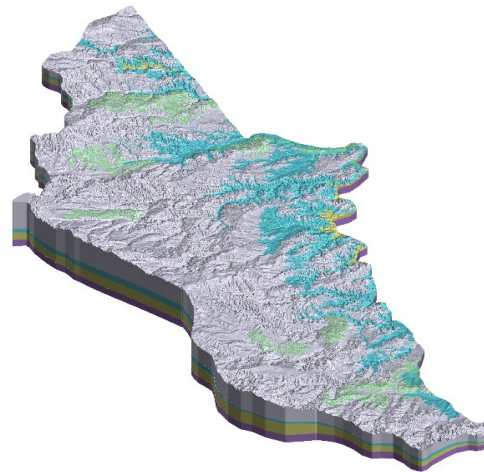
Per the RFQ, the Envision Water team will:

- 1) Provide notifications to TWDB from the stakeholder for project milestones (permitting status, drilling progress, logging, well development, water quality sampling and aquifer testing)
- 2) Share data throughout Task 2 of the Project (digital and analog, if appropriate, copies of all geophysical logs, water quality field parameter results, water quality sample laboratory results, and aquifer test results)
- 3) Coordinate a maximum of three site visits by TWDB for observation, as warranted by site activities.
- 4) Create a brief report summarizing the well's history and purpose, including any significant events during its drilling and completion, and provide a detailed description of data collection activities, referencing the data and results collected and delivered throughout the Project.

Task 3: Project management

Michelle Sutherland, an experienced project manager, will lead the team. She is an excellent fit for this project, having managed hydrogeologic projects with budgets of \$200K or more and teams of 3-6 people. Additionally, she has worked with BRACS data before on multiple projects. Justin Sutherland will assist her in this project. Dr. Sutherland has a successful track record of managing TWDB projects. He brings extensive industry contacts for desalination in Texas, having served as the president of the Texas Desalination Association and as a current South Central Membrane Association board member. This network of contacts will be invaluable in implementing the survey and evaluating its results.

Our Texas-licensed engineers and geoscientists have years of experience working together to deliver successful hydrogeologic projects. Ms. Sutherland has worked with Mr. Gamblin (Gamblin Engineering Group) and staff at LRE Water for nearly a decade on hydrogeologic studies, including several projects for the TWDB. Moreover, key personnel from LRE Water and Envision Water were part of teams on TWDB BRACS projects that studied brackish groundwater in the Gulf Coast, Rustler, and Blaine aquifer systems.



Ms. Sutherland, the team's project manager, has experience with TWDB BRACS projects. She led the 3D modeling work as part of the Blaine Aquifer System BRACS project (Finch et.al, 2016).

Internal progress monitoring will consist of weekly meetings with subcontractors (either in-person or virtually). The meetings will focus on project progress, upcoming tasks, efficiency, adherence to the project schedule, successes and challenges, and identifying potential options and solutions.

Regular written communication with TWDB will occur via monthly progress reports submitted to the TWDB contract manager no later than the 5th of each month. Each progress report will summarize the previous month's invoice billing by task, percent of tasks accomplished, upcoming tasks, and challenges encountered by the project team.

Obstacles beyond our control can occur and cause delays or added costs. The most important element in resolving these problems when they occur is communication. We will inform you of potential delays and their impact on project completion before we get behind. We will also let you know if there will be a budget impact before work is started and expenses are incurred. We'll immediately inform the contract manager and/or TWDB staff of any project challenges via phone or email.

At a minimum, TWDB staff expects to meet, either virtually or in person, with the project team at crucial junctures of the contract, including:

- 1) at the beginning of the project,
- 2) after the scoring is submitted to TWDB,
- 3) before the selected project data collection phase begins and
- 4) after the draft Task 2 data deliverables submittal, if warranted.

Additional meetings between the project team and TWDB staff may also be scheduled at any time if TWDB and the project team deem them necessary.

Task 4: Stakeholder communication

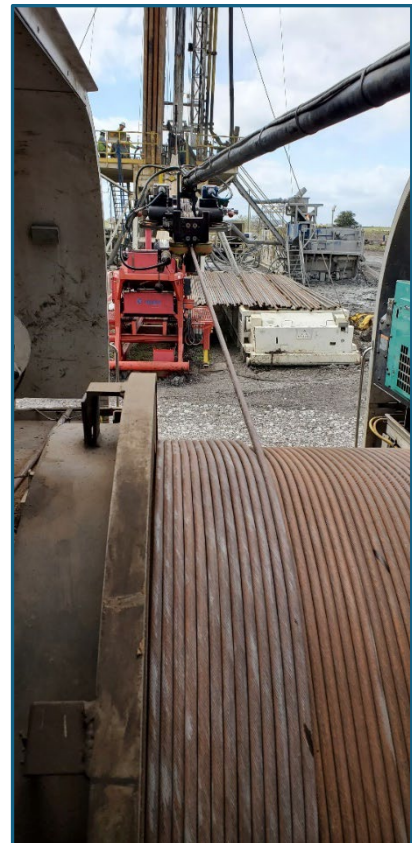
After the final deliverables are submitted, a virtual stakeholder meeting will be held to share the findings of Tasks 1 and 2.

Reports and Deliverables

We have the resources and availability to ensure that the project is completed on time. Team members will review each other's work to provide quality assurance and quality control on project tasks. All deliverables will undergo an internal review process before submission to the TWDB.

To produce the preliminary and final deliverables, we will ensure that the report is designed to be easily understandable by the public and uses consistent terminology. Texas professional engineers and geoscientists will sign and seal the report. Additionally, the report will include metadata, which will provide important information about the data sources and methodology used in the report. To ensure compliance with accessibility guidelines, we will take the necessary measures to make the report accessible to all individuals, including those with disabilities. We will also provide a transmittal letter to accompany the report, summarizing the report's findings and the methodology used to arrive at those findings.

After meeting all requirements and regulations, TWDB will approve the report. Our team is committed to creating high-quality deliverables that are informative and accessible to everyone.



Well logging activity in Temple, Texas

Deliverables to be submitted to TWDB for review, per the RFQ, include:

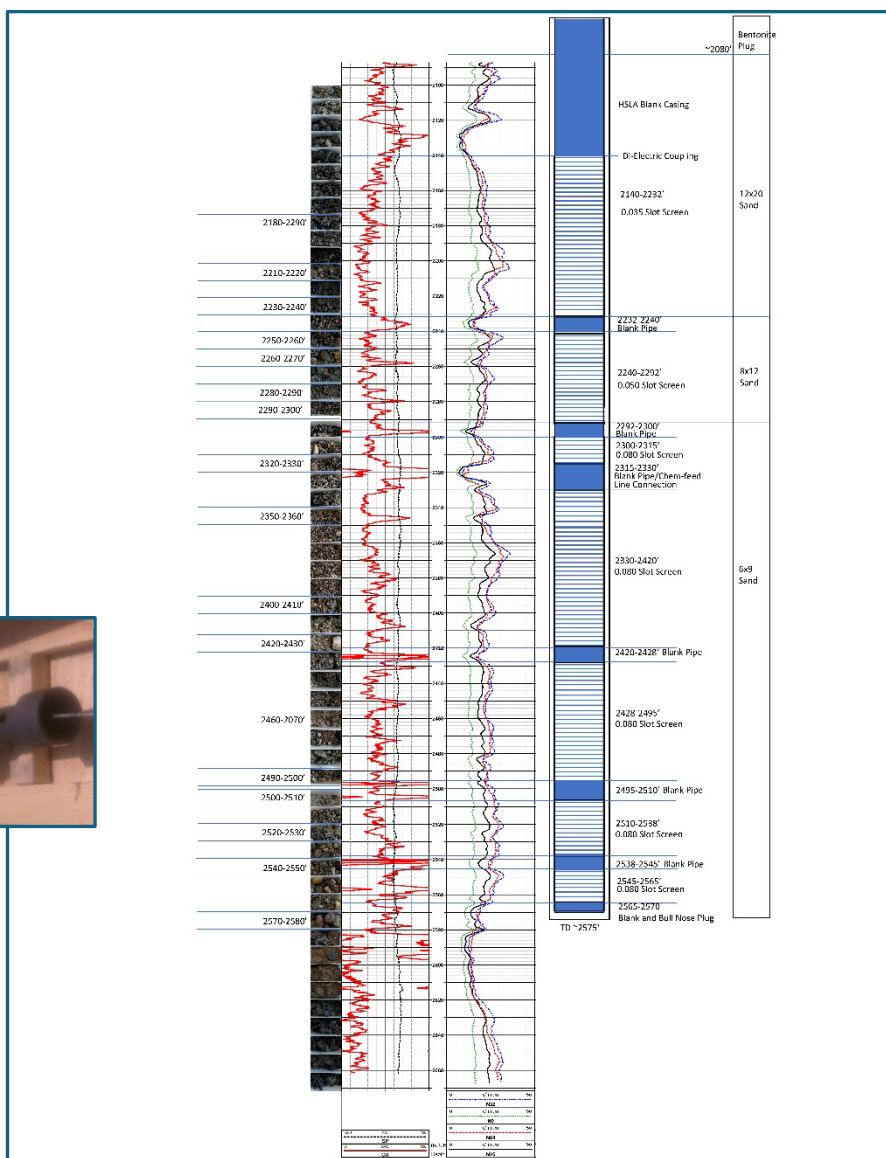
- 1) Task 1A: List of survey questions before the survey
- 2) Task 1B: Original survey responses and list of nonresponsive stakeholders 30 days after survey completion
- 3) Task 1C: All working scoresheets, including ranking, 30 days after completion of scoring
- 4) Task 1D: Draft survey report 30 days after completion of scoring, final WCAG-compliant survey report 60 days after completion of scoring, with final supporting data and GIS files
- 5) Task 2B: Monthly submission of data collection results and invoices for data collection costs and services (geophysical logs, water quality, and aquifer testing)
- 6) Task 2D: Project summary report by contract end date

Other necessary documents include:

- 1) Survey data, including geophysical logs, water quality results, aquifer test field data and analyses, and draft summary report.
- 2) Final summary report with all final supporting data and GIS files.



Above: An inflatable packer is used to isolate brackish zones downhole. Right: Logging results and final design for a supply well in Temple, Texas



Conflicts of Interest Statement

Envision Water, LLC does not have any business interest or relationships that could reasonably be considered to pose possible conflicts of interest in our performance of contract obligations. Furthermore, Envision Water, LLC represents and warrants that in the performance of services under this contract with the TWDB, (1) I do not have and will not have any actual or potential conflict of interest, and (2) I will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

References

Finch, S. T., Standen, A. R., Blandford, N. T., 2016, Brackish Groundwater in the Blaine Aquifer System, North Central Texas, TWDB BRAC Report, 107 p.

NEGOTIATED WORK ORDER

PROJECT SCHEDULES, TASK AND EXPENSE BUDGET

FOR BRACKISH EXPLORATORY PROJECT

This Work Order (the “Work Order”) is part of the Contract (“Contract”) between the Texas Water Development Board (herein after “the TWDB”) and Envision Water, LLC (herein after Envision Water), contract number 2448302872. All work product created pursuant to this Work Order is subject to the terms hereof and the Contract referenced above. This Work Order will be effective on the Contract execution date.

I. Scope of Work

The Original Request for Qualifications, attached hereto as Exhibit A, and the response received by Envision Water attached hereto as Exhibit B, serve as the Scope of Work for this project.

II: Project Schedule

An estimated task timeline for the completion of each task is provided in Figure 1, beginning from an unspecified contract effective date. The proposed timeline also includes a proposed meeting schedule interval with the TWDB contract manager, and any stakeholder meetings that may be warranted.

III: Cost Proposal

A Firm Fixed Price of \$400,000.00 has been established for the referenced project. Envision Water's portion of this price shall not exceed \$150,000.00 and is tasked as shown below. The data portion of this contract shall not exceed \$250,000.00. The Contractor shall provide their task and expense budgets to perform the described task/s in the Work Order in the task and category format shown in Table 1.

Table 1. Brackish exploratory project task and expense budget.

Task Budget		
Task	Description	Costs
1	Stakeholder survey	\$35,130.00
2	Data collection and collaboration	\$335,728.00
3	Project management	\$19,360.00
4	Stakeholder communication	\$9,782.00
Total Study Costs		\$400,000.00

Expense Budget	
Category	Costs
Salaries & Wages ¹	\$64,225.00
Fringe ²	\$32,826.00
Overhead and Profit	\$45,671.00
Travel ³	\$7,278.00
Other Expenses ⁴	\$0,000.00
Equipment, Materials, and Supplies ⁵	\$0,000.00
Subcontract Services	\$250,000.00
Total Study Costs	\$400,000.00

**NEGOTIATED WORK ORDER
PROJECT SCHEDULES, TASK AND EXPENSE BUDGET
FOR BRACKISH EXPLORATORY PROJECT**

1 Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

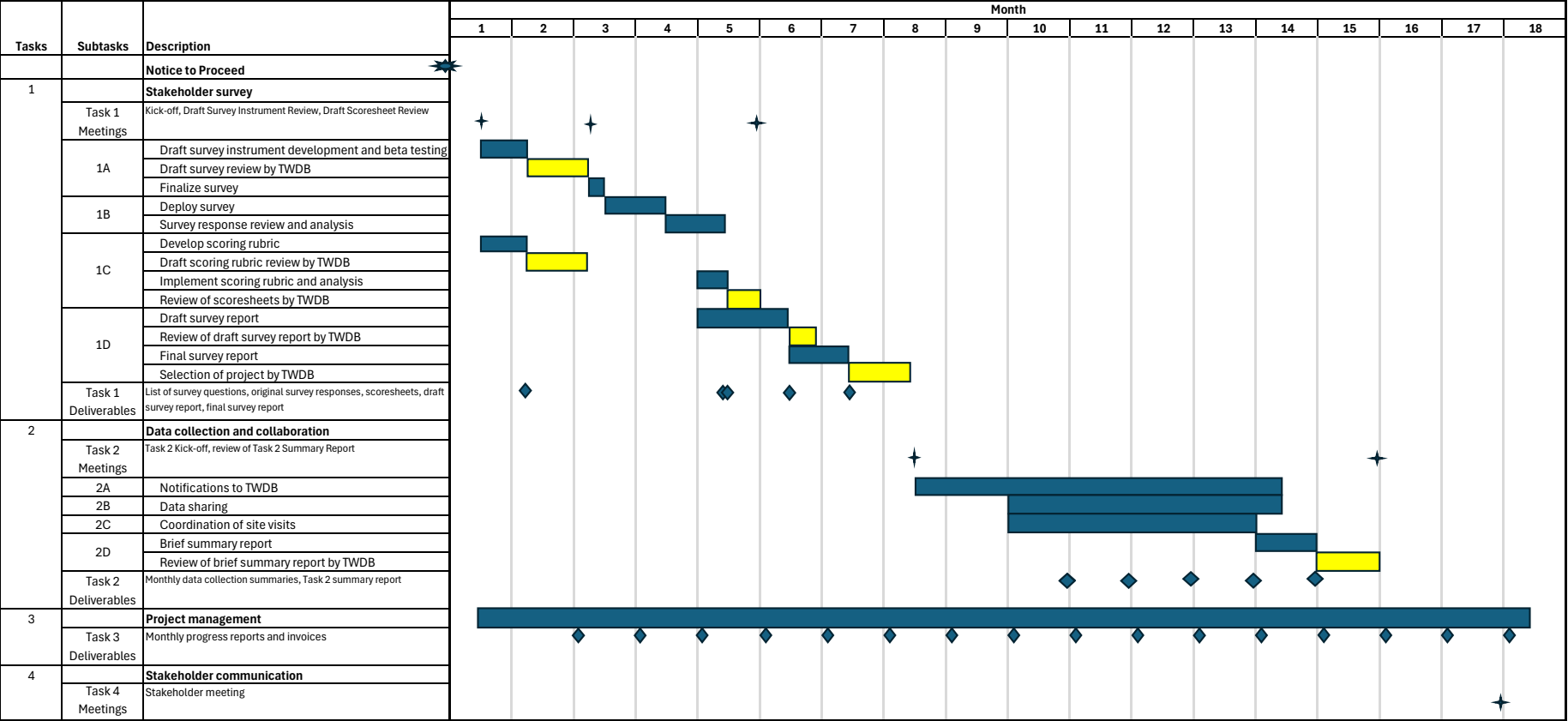
2 Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

3 Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded

4 Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

5 Equipment, Materials, and Supplies is defined as all hardware, software, and technology directly chargeable to this contract; those items that are incorporated into and remain part of a feature or structure; and, those items that are used during the installation and construction process, but do not remain a permanent part of the feature or structure

Figure 1. Project Schedule



ROUTE FORM

ROUTE FORM			
Contract Amount \$		BOARD APPROVAL DATE (IF APPLICABLE)	
CONTRACT # 2448302872	AMEND #	CONTRACTOR Envision Water, LLC	DATE / INITIALS
Procurement & Contract Services Veronica Holmes	<input checked="" type="checkbox"/> Assignment Date: _____ <input checked="" type="checkbox"/> Enter information into CAS and Worklog <input checked="" type="checkbox"/> Prepare Draft documents for internal review and approval, Save in S: drive and email reviewers.		08/22/24 VH
PCS Approval <input checked="" type="checkbox"/> Cameron Turner	Does FFATA (Fed Funds)? <input type="checkbox"/> Yes or <input type="checkbox"/> No If Yes, Fed Reporting to FSRS. Contract Admin Manager reviews and approves		10/17/2024 <i>sc</i>
Legal <input type="checkbox"/> Larry Gee	Contract Attorney reviews and approves		8/5/2024 LG
Contract Manager / SME <input checked="" type="checkbox"/> Kristie Laughlin CC Copies to: Connie Beniquez Connie.Beniquez@twdb.texas.gov	<input type="checkbox"/> CM / SME submits Risk Assessment <input type="checkbox"/> CM / SME reviews and approves <input type="checkbox"/> CM / SME provides Names / Emails needed for DocuSign Contractor Signatory: Michelle Sutherland Signatory Email: msutherland@envisionwater.com		
<input checked="" type="checkbox"/> Kristie Laughlin	Manager Reviews and approves		8/23/2024 kll
<input type="checkbox"/> <input checked="" type="checkbox"/> Perry Ball	<input type="checkbox"/> <input checked="" type="checkbox"/> Amanda Meyer	Budget Officer/Director confirms coding on CIF 10/21/2024 10/21/2024	<i>PB</i> <i>EL</i>
<input checked="" type="checkbox"/> Natalie Ballew		Division Director reviews and approves	8/26/24 njb
<input type="checkbox"/> Ashley Hardin <input type="checkbox"/> Edna Jackson <input checked="" type="checkbox"/> John T. Dupnik	<input type="checkbox"/> Richard Wade <input type="checkbox"/> Jessica Pena <input type="checkbox"/> Rebecca Trevino	Deputy Executive Administrator or CFO reviews, approves and signs transmittal letter (if budgetary change does not exceed a total contract value of \$25,000)	10/24/2024 <i>JD</i>
Financial Operations Payable/Receivable <input checked="" type="checkbox"/> Eldrisha Eubanks (Payable) <input checked="" type="checkbox"/> April Weiss (Receivable) <input checked="" type="checkbox"/> Letty Molina (Director)		Financial Operations Payable/Receivable Comments	EE 7/25/24 AW 7/26/24
Contract Administration Veronica Holmes / Stephen Ross		<input type="checkbox"/> All approvals have been received <input type="checkbox"/> Finalize documents <input type="checkbox"/> Send for execution via DocuSign	
▼ FOR DOCUSIGN ONLY – CONTRACT ADMINISTRATION ONLY ▼			
<input type="checkbox"/>		Contractor Executes Contract	
<input type="checkbox"/>		Deputy Executive Administrator reviews, approves and signs (if budgetary change < \$25,000)	
<input type="checkbox"/> Kathleen Ligon		Assistant Executive Administrator reviews and approves	
<input type="checkbox"/> Bryan McMath		Executive Administrator reviews, approves and signs (if budgetary change > \$25,000)	



Exhibit B – McAllen Public Utility – Scope of Services

McAllen Public Utility (Subcontractor) will provide ENVISION WATER, LLC (ENV) the following services related to the Texas Water Development Board (TWDB) project “Services to Survey Stakeholders with Brackish Groundwater Exploratory Projects.” Subcontractor will provide services as detailed below.

Subcontractor and ENVISION WATER will participate in update conference calls as requested by the ENVISION WATER Project Manager.

SUBCONTRACT TASK: Data Collection and Collaboration

The subcontractor will aid ENVISION WATER in reviewing project invoices related to data collection and submitting invoices to Envision Water for reimbursement by the TWDB.

SUBCONTRACT TASK SCHEDULE

Invoices can be submitted to reimburse expenses from the start of the prime contract until May 15, 2026. The TWDB funding period ends on May 31, 2026.



Exhibit C – McAllen Public Utility – Budget

McAllen Public Utility will conduct work under this subcontract on a “time and materials” basis for a quantity not to exceed \$250,000. McAllen Public Utility will record administrative hours with an hourly rate that includes salary and wages, fringe, overhead and profit charged to this project and create an invoice with these hours to send to ENVISION WATER. McAllen Public Utility will also maintain receipts of expenses related to data collection incurred during this project for which ENVISION WATER will request reimbursement from TWDB. McAllen Public Utility will provide ENVISION WATER with itemized copies of any such receipts to request reimbursement for data collection activities.

Task Budget

McAllen Public Utility will assist with Task 2: Data Collection and Collaboration as defined in the prime contract, with \$7,500 allocated for administrative work by McAllen Public Utility staff. The sum amount for the task, including administrative tasks and data collection reimbursement, is not to exceed \$250,000. Task expenses are not subject to reimbursement until ENVISION WATER receives authorization from the TWDB to commence the task.

EXHIBIT C

Task and Expense Budgets – McAllen Public Utility

Task Budget		
Task	Description	Costs
1	Stakeholder survey	\$0.00
2	Data collection and collaboration	\$250,000.00
3	Project Management	\$0.00
4	Stakeholder Communication	\$0.00
Total Study Costs		\$250,000.00

Expense Budget	
Category	Costs
Salaries & Wages ¹	\$3,375.00
Fringe ²	\$1,725.00
Travel ³	\$0.00
Overhead and Profit	\$2,400.00
Other Expenses ⁴	\$0.00
Equipment, Materials, and Supplies ⁵	\$0.00
Subcontract Services	\$242,500.00
Total	\$250,000.00

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ Equipment, Materials, and Supplies is defined as all hardware, software, and technology directly chargeable to this contract; those items that are incorporated into and remain part of a feature or structure; and, those items that are used during the installation and construction process, but do not remain a permanent part of the feature or structure.



AGENDA ITEM

4.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/23/2025

MEETING DATE

7/29/2025

1. Agenda Item: Discussion and Approval of The Woodlands at Bentsen Subdivision and Request for a Septic Tank Variance
2. Party Making Request:
Leticia Puentes, Subdivision Coordinator/designer
3. Nature of Request: Request of MPUB approval from the developer of the proposed subdivision.
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: Water line reimbursement for participation to the Cardona at Bentsen Lakes Area 2 in the amount of \$981.95. Wastewater line reimbursement for participation to the Cardona at Bentsen Lakes Area 2 in the amount of \$12,420.71.
6. Routing:
Leticia Puentes Created/Initiated - 07/23/2025
7. Staff's Recommendation: Staff recommends approval of subdivision with the conditions set forth.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodríguez, Asst. General Manager

THRU: Erika Gomez, P.E., Utility Engineer

FROM: Leticia Puentes, Designer/Subdivision Coordinator

DATE: July 18, 2025

SUBJECT: **The Woodlands at Bentsen Subdivision; Consideration and Approval**

This property is located about 1,300 feet south from the intersection between Yuma Avenue & S Bentsen Road with the property being on the west side of S Bentsen Road. It is located within the McAllen City Limits and within MPU's Water and Wastewater CCN. The tract consists of 2.595 acres and is being proposed as one lot of R-1, Residential.

The subdivision application was originally filed with the City on October 25, 2024 and received preliminary P&Z approval on April 1, 2025. The information required from the developer's engineer for this agenda was received on July 18, 2025.


Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect a 1" water service into the existing 8" water line running north to south along S Bentsen Road.
2. **Wastewater Service:** The applicant is requesting a variance to install a septic tank to service the future lot as there are no MPU lines available nearby. The nearest sewer line is located approximately 650 feet away from the property. A layout has been submitted by the Engineer.
3. Developer has submitted a Reimbursement Waiver.
4. The property falls under the water & wastewater reimbursement service area for Cardona at Bentsen Lakes Area 2.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a utility easement, possibly along the perimeter of the property, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed. 3.) Payment of a water and wastewater reimbursement for Cardona at Bentsen Lakes Area 2 in the amount of \$13,420.66. 4) Coordination with Hidalgo County on the installation of the septic tank, installation of prepared sewer services, and execution of a Contractual Agreement for future utilities.

I'll be available for further discussion/questions at the MPUB meeting.

MEMORANDUM

Date: July 11, 2025
To: Leticia Puentse, McAllen PUB
From: Mario A. Reyna, P.E. 
Subject: The Woodlands at Bentsen Subdivision

Following is a description of the water and sewer as proposed for the above reference subdivision:

WATER - MPUB

There is an existing 8-inch waterline along the west right-of-way of South Bentsen Road. One single-family lot is being proposed for this subdivision, hence, only one service is proposed. Connection will be made to the existing line.

SANITARY SEWER- MPUB

Developer is proposing 1 septic tank at the property.

Respectfully,


Mario A. Reyna, P.E.
Melden & Hunt, Inc.



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

July 18, 2025

Charles Amos, Chairperson
McAllen Public Utility Board
City of McAllen
311 North 15th Street
McAllen, Texas 78501

Subject: Septic Tank Variance Request- The Woodlands at Bentsen Subdivision, Lot 1

Dear Mr. Amos,

On behalf of our client, Jesus M. Solis Gomez, Melden & Hunt, Inc. is respectfully requesting a variance to install an On-site Sewage Facility (Septic Tank) at **Lot 1 of The Woodlands at Bentsen Subdivision**.

The subject property is located along the west side of the intersection of South Bentsen Road and Neuhaus Drive. We are currently subdividing his 2.595 acre property into 1-single family lot to be able to build his personal home. This property is currently undergoing the subdivision process to comply with McAllen's Subdivision Ordinance.

The closest sewer manhole is in front of Lot 1, Los Vecinos Subdivision, which is approximately 650 ft. away from our client's property. The approval of this request would allow our client to build his personal home without the hardship of extending a 8" sewer line 650 ft. away from his property for only one single-family home.

The variance will not be detrimental to the public interest or the enjoyment of nearby properties since several of the surrounding homes currently have a septic tank. Approval of this request would respect the character of the surrounding neighborhood and support the reasonable use of the land given its unique circumstances.

Should you require additional documentation, please do not hesitate to contact our offices.

Thank you for your time and consideration.

Respectfully,



Mario A. Reyna, P.E.
President
Melden & Hunt, Inc.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to JESUS M. SOLIS GOMEZ, hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property: THE WOODLANDS AT BENTSEN SUBDIVISION and proposes to construct Utility Improvements as
(Subdivision Name)

shown On a plan designed by MELDEN & HUNT, INC dated _____, hereinafter called
(Engineering Firm)

the IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
(Approval date)

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in triplicate originals this _____ day of _____, 2025.

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____

Mark Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER

BY: _____

Jesus M. Solis Gomez,
4709 Tyler Avenue
McAllen, Texas 78503

**SUBDIVISION REIMBURSEMENT WORKSHEET
THE WOODLANDS AT BENTSEN SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS

WATER: MPU: CADRONA AT BENTSEN LAKES AREA 2
COST: \$344.00 x 2.595 AC \$892.68
10% ADMIN FEE <10 YEARS 89.27

WATERLINE REIMBURSEMENT \$981.95

SEWER LINE REIMB. CALCULATIONS

SEWER: CARDONA AT BENTSEN LAKES AREA 2
COST: \$4,351.27 x 2.595 AC \$11,291.55
10% ADMIN FEE <10 YEARS 1,129.16

SEWER LINE REIMBURSEMENT \$12,420.71

TOTAL REIMBURSEMENT DUE \$13,402.66

Prepared By: Leticia Fuentes Date: _____ Reviewed By: RB

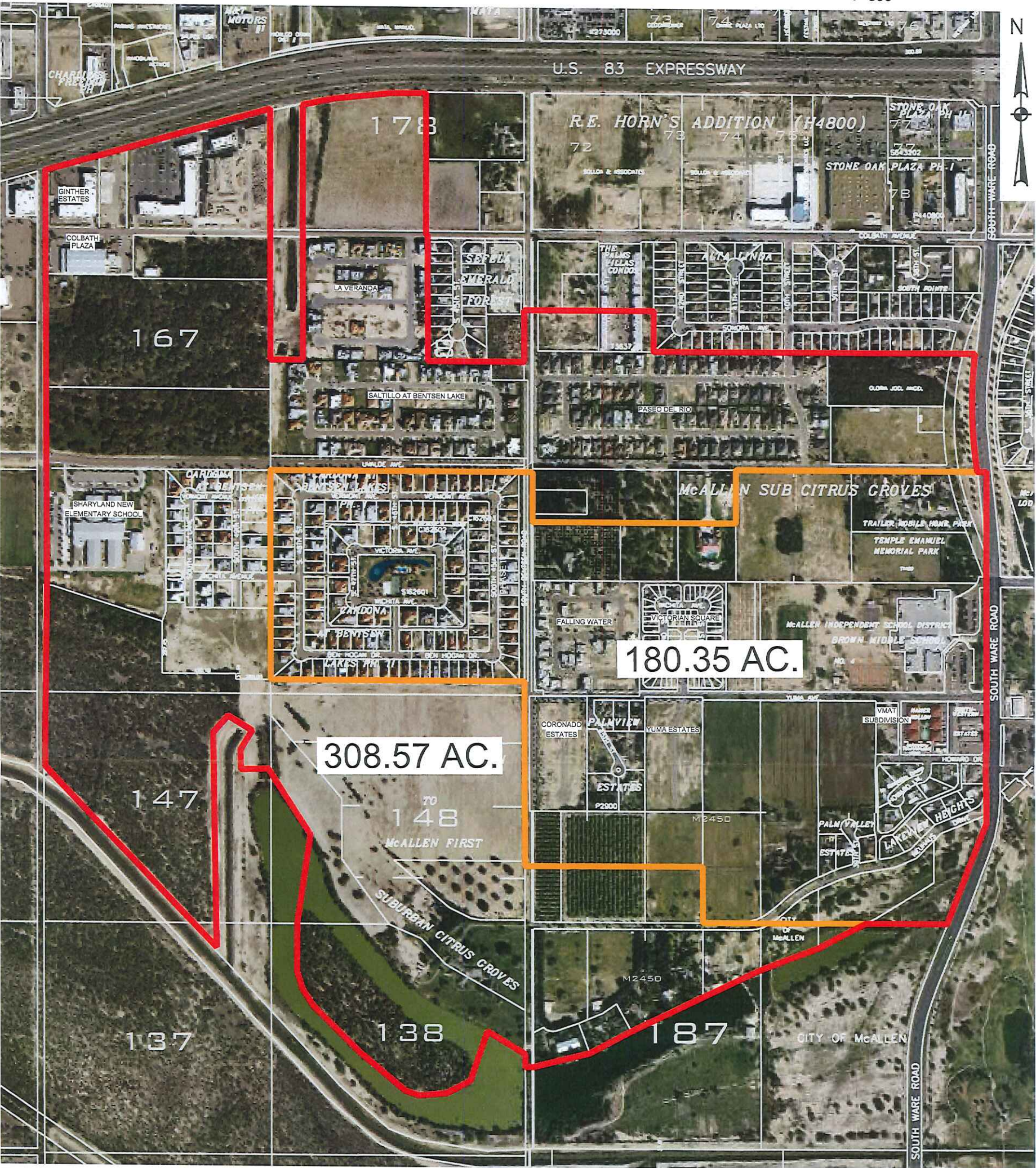
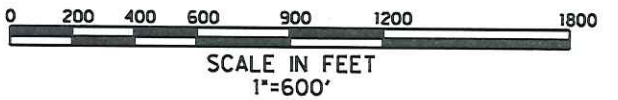
Escrows will be adjusted upon execution of Final Reimbursement Certificate

I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature:  Jesus M Solis Gomez (Jul 15, 2025 14:11 MDT)

Jesus M Solis Gomez
Print: _____

ATTACHMENT B



LEGEND

- REVISD TRACT 1: 308.57 AC.
- REVISD TRACT 2: 180.35 AC.

EXHIBIT 1

Project No.:	29942
Issued:	NOVEMBER 2014
Drawn By:	JRG
Checked By:	RG
Scale:	1"=600'
Sheet Title	
	EXH-BENSTEN-29942
Sheet Number	1



BENTSEN LAKES
SERVICE AREA
McAllen, Texas

MAP OF THE WOODLANDS AT BENTSEN SUBDIVISION

(PRIVATE SUBDIVISION)

METES AND BOUNDS DESCRIPTION
2.595 ACRES OUT OF

LOT 4, A. J. McCOLL'S ADDITION TO McALLEN
FIRST SUBURBAN CITRUS GROVES, AND OUT OF
LOTS 138A AND 148A, JOHN H. SHARY SUBDIVISION
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A tract of land containing 2.595 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 4, A. J. McColl's Addition To McAllen First Suburban Citrus Groves, according to the plat thereof recorded in Volume 5, Page 50, Hidalgo County Map Records, and out of Lot 138A & 148A, John H. Shary Subdivision, according to the plat thereof recorded in Volume 0, Page 17, Hidalgo County Map Records, said 2.595 acres were conveyed to Maria A. Garcia, a widow by virtue of a Warranty Deed with Vendor's Lien recorded under Document Number 3537385, Hidalgo County Official Records, said 2.595 acres also being more particularly described as follows:

COMMENCING at a Cotton Picker Spindle found at the Southeast corner of Cardona at Bentsen Lakes Phase III, according to the plat thereof recorded in Volume 42, Page 27, Hidalgo County Map Records;

THENCE, S 08° 36' 21" W a distance of 1,369.80 feet to a Nail set, for the Northeast corner of this herein described tract;

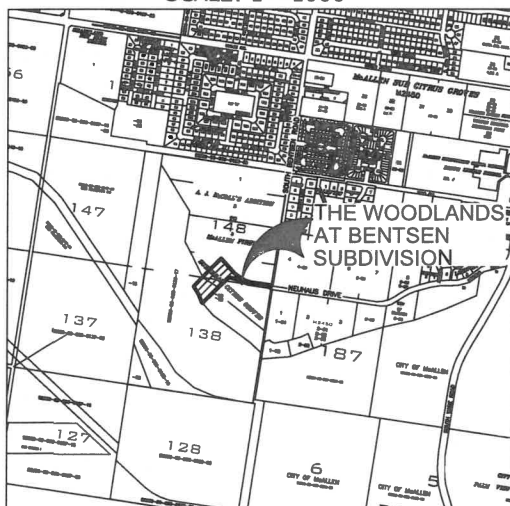
THENCE, N 81° 23' 06" W a distance of 20.00 feet to a No. 4 rebar set, for the Northeast corner and POINT OF BEGINNING of this tract;

1. THENCE, S 08° 36' 21" W, a distance of 30.56 feet to a No. 4 rebar set, for the southeast corner of this tract;
2. THENCE, N 68° 59' 16" W at a distance of 30.72 feet to a No. 4 rebar set, for an inside corner of this tract;
3. THENCE, N 81° 23' 38" W a distance of 219.82 feet to a No. 4 rebar found, for an angle point of this tract;
4. THENCE, N 71° 36' 06" W a distance of 237.79 feet to a No. 4 rebar set, for an inside corner of this tract;
5. THENCE, S 45° 22' 38" W a distance of 415.24 feet to a No. 4 rebar set, for an outside corner of this tract;
6. THENCE, N 41° 02' 10" W a distance of 18.34 feet to a No. 4 rebar set, for an outside corner of this tract;
7. THENCE, N 22° 35' 31" W a distance of 95.24 feet to a No. 4 rebar found, for an angle point of this tract;
8. THENCE, N 34° 04' 05" W a distance of 105.36 feet to a No. 4 rebar found, for the Southwest corner of this tract;
9. THENCE, N 45° 25' 20" E a distance of 447.06 feet to a No. 4 rebar found, for the Northwest corner of this tract;
10. THENCE, S 41° 31' 36" E a distance of 221.85 feet to a No. 4 rebar found, for an angle point of this tract;
11. THENCE, S 52° 27' 33" E a distance of 71.80 feet to a No. 4 rebar set, for an angle point of this tract;
12. THENCE, S 58° 10' 42" E a distance of 65.42 feet to a No. 4 rebar set, for an angle point of this tract;
13. THENCE, S 71° 35' 55" E a distance of 59.73 feet to a No. 4 rebar set, for an angle point of this tract;
14. THENCE, S 81° 23' 06" E a distance of 247.78 feet to the POINT OF BEGINING and containing 2.595 acres of land more or less.

GENERAL NOTES:

1. THIS SUBDIVISION LIES IN ZONE "B" DESIGNATED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD ZONE "A" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED). FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER: 480334 0400 C MAP REVISED: NOVEMBER 16, 1982
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF McALLEN ZONING CODE.
FRONT SETBACK _____ 25 FEET OR GREATER FOR EASEMENTS
SIDE SETBACK _____ 5 FEET OR GREATER FOR EASEMENTS
REAR SETBACK _____ 10 FEET OR GREATER FOR EASEMENTS
GARAGE SETBACK _____ 18 FEET EXCEPT WHERE A GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES
4. THE REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 20,954 CUBIC FEET (0.481 AC-FT.) TO BE PROVIDED WITHIN THE DESIGNATED DETENTION AREAS.
5. CITY OF McALLEN BENCHMARK: NUMBER MC 85, TOP OF 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP AT INSIDE PALM VIEW GOLF COURSE. GEODETIC G.P.S. TEXAS SOUTH (4205) HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 88. N:16590691.79674, E:105091.72260, ELEVATION 96.99 FT.
6. NO BUILDING ALLOWED OVER ANY EASEMENT.
7. 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ON S. BENTSEN ROAD AND THE WEST RIGHT-OF-WAY OF NEUHAUS DRIVE.
8. 6 FT/ OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
9. 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY ZONES/USES.
10. SET NO.4 REBAR WIT PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL CORNERS.
11. COMMON AND/ OR DETENTION AREAS, ANY PRIVATE STREETS/ DRIVES, AND OR/ GATES MUST BE MAINTAINED NY THE LOT OWNERS AND NOT THE CITY OF McALLEN.
12. ALL EASEMENTS TO BE DEDICATED BY PLAT, UNLESS STATED OTHERWISE.

LOCATION MAP SCALE: 1"=1000'



LEGEND & ABBREVIATIONS

- FOUND NO.4 REBAR
- SET NO.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- MELDEN & HUNT, ON-SITE BENCH MARK
- CURVE PC AND PT
- FOUND PK NAIL
- ▲ FOUND COTTON PICKER SPINDLE
- ▲ SET NAIL
- P.O.B. - POINT OF BEGINNING
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- R.O.W. - RIGHT-OF-WAY
- S.E. COR. - SOUTHEAST CORNER
- SQ.FT. - SQUARE FEET
- W.D.W.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
- S.W.D. - SPECIAL WARRANTY DEED
- U.E. - UTILITY EASEMENT
- DOC. NO. - DOCUMENT NUMBER
- VOL. - VOLUME
- PG. - PAGE
- C - CENTERLINE



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

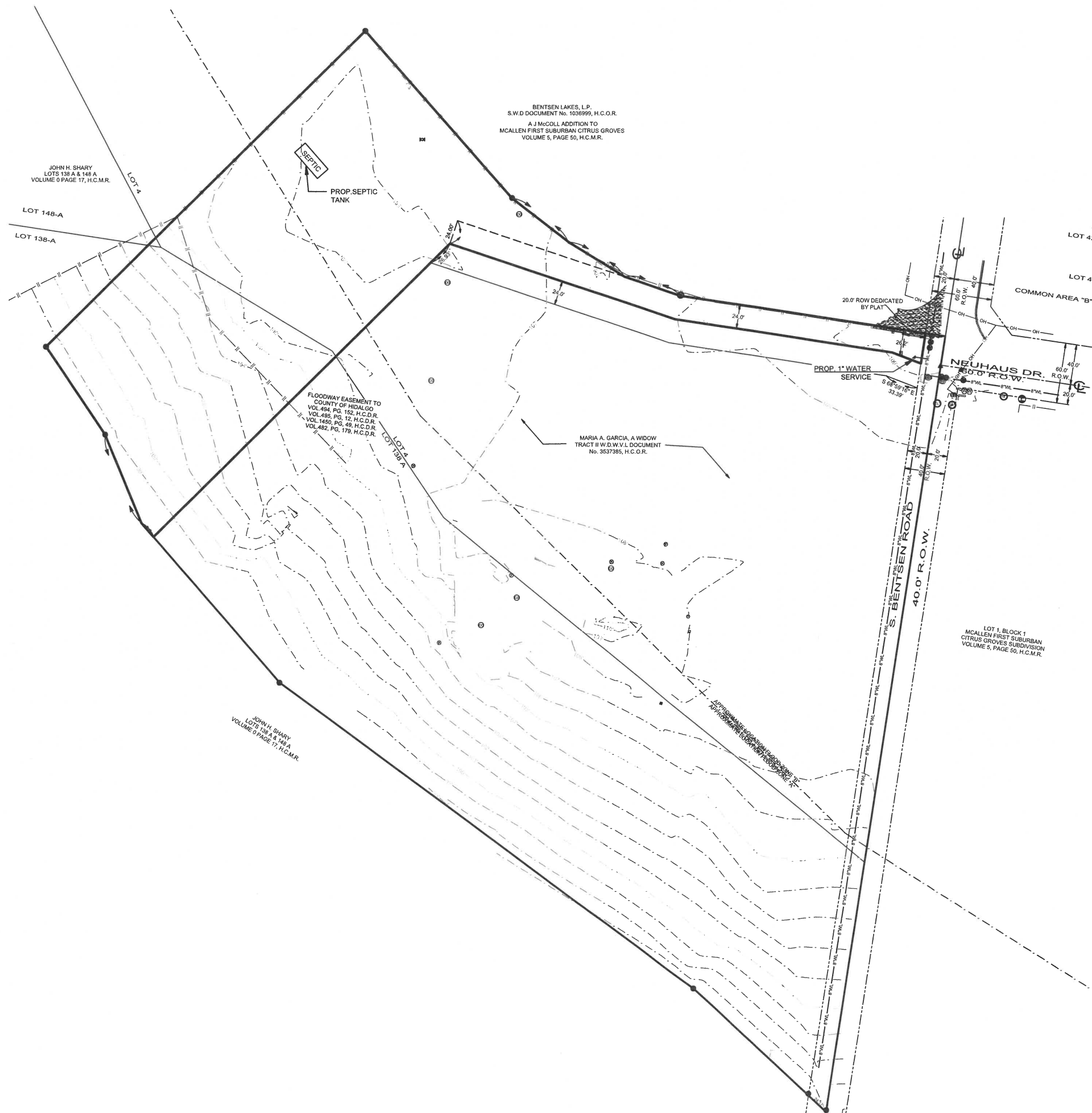
DRAWN BY: A.G. DATE: 10/28/24
REVISED BY: _____ DATE: _____
SURVEYED, CHECKED: _____ DATE: _____
FINAL CHECK: _____ DATE: _____


PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA A. GARCIA	4301 NEUHAUS DRIVE	McALLEN, TEXAS 78503	(956) 381-0981	
ENGINEER:	MARIO A. REYNA P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

JOB No. 24141.00


File Name: 24141

SHEET 1 OF 2




 SCALE: 1"=50'
 BEARING BASIS AS PER TEXAS STATE
 PLANE GRID COORDINATE SYSTEM NAD 83
 TEXAS SOUTH ZONE ELEVATION
 PER NAVD 88 (GEOID 2022)

JOB No. 24141.00

REVISION	DATE	BY
 MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS		
115 W. MCINTYRE • EDINBURG, TX 78541 PH: (956) 381-0981 • FAX: (956) 381-1939 ESTABLISHED 1947 • www.meldenandhunt.com		

ENG. TECH:L.H., A.D.
 PROJECT ENG: M.A.R.
 T-BOOK:
 1. RELEASE DATE:
 2. RELEASE DATE:
 3. RELEASE DATE:
 SCALE: 1"=60'

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY OF
MARIO A. REYNA, P.E. 117388

THE WOODLANDS AT
BENTSEN SUBDIVISION
MCALLEN, TEXAS

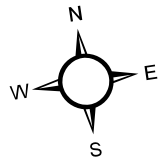
UTILITY LAYOUT

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






File Name: 24141.00

*UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED PRIOR TO DESIGN OR CONSTRUCTION.

THE WOODLANDS AT BENTSEN SUBDIVISION



Legend

-  Lift Station
-  Prop Hydrants
-  Prop Manholes
-  Prop Sewerlines
-  Prop Waterlines
-  Hydrant
-  Water Valve
-  Reclaimed Water
- Water Lines**
 -  Potable
 -  Raw Water, Active
 -  Reclaimed Water
 -  Manholes
- Sewer Lines**
 -  Force Main
 -  Gravity



AGENDA ITEM

4.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/23/2025

MEETING DATE

7/29/2025

1. Agenda Item: Discussion and Approval of the MPU Mile 6 Wastewater Reimbursement Certificates.
2. Party Making Request: Rafael Balderas Jr.
3. Nature of Request: Request of MPU Board approval for MPU reimbursement certificates.
4. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
5. Reimbursement: N/A
6. Routing:
Rafael Balderas Jr. Created/Initiated - 07/23/2025
7. Staff's Recommendation: Staff recommends approval of both reimbursement certificates.
8. City Attorney: Approve. -AWS
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MSC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

THRU: Carlos Gonzalez, P.E., Utility Engineer
Erika Gomez, P.E., Utility Engineer

FROM: Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

DATE: July 23, 2025

SUBJECT: MPU Mile 6 Wastewater Reimbursement Certificates; Discussion & Approval of Reimbursement Certificates

The MPU Board had originally granted a construction contract for the wastewater improvements being done along 6 Mile, back in June of 2023. The work consisted of installing approximately 5,500 LF of 12-inch wastewater pipe with 15 manholes ranging from 10 to 20 feet in depth. The line extended west from Ware Road to almost Shary Road. With this improvement the surrounding area now has access to connect to MPU's wastewater system. The work was officially completed back in the fall of 2024. It is requested that a Final Reimbursement Certificate be created with the work now being complete. Below is the breakdown of the costs:

	Total Cost	Total Acreage
6 Mile Project	\$1,468,576.44	695x(.7)=487 AC
	Cost Per Acre=	\$3,015.55 PER ACRE

The Final Reimbursement Certificate is included in the agenda packet.

Along with this extension, connection to MPU's existing wastewater system was needed. This was done by the installation of a temporary pump station and extension of a force-main line which ran along 6 Mile, east from Ware Road to a subdivision just east of HCID No.1's canal.

Discussing the improvements and the future plan for the area east of Ware Road with our GM and Utility Engineer, it was concluded that the future master plan is to have a 15-inch wastewater line be installed to eliminate the temporary pump station. This will concur with the City's extension of the Freddy Gonzalez roadway.

Given the future plan, it is requested that a Preliminary Reimbursement Certificate be created for the future 15-inch wastewater line improvement. Staff created a cost estimate on what the cost should be, below is the breakdown:

	Total Cost	Total Acreage
Future 15-inch	\$1,366,200	285 AC
	Cost Per Acre=	\$4,793.68 PER ACRE

The Preliminary Reimbursement Certificate is included in the agenda packet.

I'll be available for further discussion/questions at the MPUB meeting.

Mile 6 Expenses

	Paid to Date	PO	
Hinojosa Engineering	\$ 103,124.38	174479	
Core & Main	\$ 197,684.50	238586	
Raba Kistner	\$ 12,947.50	VARIOUS	
Southern Trenchless	\$ 72,355.00	238516	240632
J & S Construction	\$ 913,069.78	234967	
Advertising	\$ 897.00		
Terra Firma Asphalt	\$ 117,600.15	260872	265568
South Texas Hauling	\$ 21,672.03	267115	
Hidalgo County	\$ 29,226.12	Pending Payment	
Total	\$ 1,468,576.46		

	460	480	Hidalgo County	Total
FY21	\$ 60,468.28			\$ 60,468.28
FY22	\$ 419.25			\$ 419.25
FY23	\$ 17,352.75	\$ 8,955.00		\$ 26,307.75
FY24	\$ 704,350.17	\$ 508,048.19		\$ 1,212,398.36
FY25	\$ -	\$ 139,756.68	\$ 29,226.12	\$ 139,756.68
Total	\$ 782,590.45	\$ 656,759.87	\$ 29,226.12	\$ 1,468,576.44

\$ 1,468,576.44

15" WASTEWATER LINE FREDDY GONZALEZ				
IMPROVEMENTS	QTY	UNIT	UNIT COST	TOTAL COST
SANITARY SEWER MANHOLE 10'-13' DEPTH	4	EA	\$ 10,500.00	\$ 42,000.00
SANITARY SEWER MANHOLE 5'-10' DEPTH	3	EA	\$ 9,500.00	\$ 28,500.00
SANITARY SEWER MANHOLE 0'-5' DEPTH	5	EA	\$ 8,500.00	\$ 42,500.00
15-INCH PVC SDR26 SEWER PIPE	4500	LF	\$ 170.00	\$ 765,000.00
SYPHON BORE CROSSING	300	LF	\$ 500.00	\$ 150,000.00
ROUNDAABOUT BORE CROSSING	300	LF	\$ 500.00	\$ 150,000.00
INSERTA TEE CONNECTION	2	EA	\$ 5,000.00	\$ 10,000.00
15% CONTINGENCY				\$ 178,200.00
			TOTAL	\$ 1,366,200.00

FINAL REIMBURSEMENT CERTIFICATE

FMPUB25.001WW
6 MILE WW PROJECT

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to, McAllen Public Utility hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

Shary Road to Ware Road and proposes to extend a 12-inch WW Line as shown on a plan designed by
(Location) (Service)

Hinojosa Engineering, Inc., and proposes to construct Utilities Improvements, as approved by the MPUB on
(Engineering Firm)

6/27/2023
(Approval date)

2. The Developer's Cost (\$ 3,015.55 p/Ac.), the Pro Rata Share to be reimbursed to the Developer by the Intervening Developers, in accordance with the presently existing MPUB's Reimbursement Policy, is shown on Exhibit "A" attached hereto and made a part hereof.

3. This certificate hereby entitles the holder hereof, being the Developer, to receive reimbursement of the Pro Rata Share from Intervening Developers, after the deduction of the administrative fee by the MPUB, if and when so collected by the MPUB, in accordance with the MPUB's Reimbursement Policy.

4. The installation of the above-described Utilities Improvements will be completed and will be operational, and installed as approved by the CITY.

5. The right to reimbursement is subject to the Reimbursement Policy as established by the McAllen Public Utility Board effective Feb. 2017 or as such policy may hereinafter be amended.

ISSUED in triplicate originals this _____ day of _____, 20____ and

to expire this _____ day of _____, 20____.

CITY OF McAllen BY THE
McALLEN PUBLIC UTILITY

BY: _____
Marco A Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER

BY: _____

PRELIMINARY REIMBURSEMENT CERTIFICATE

PMPU25.001WW
6 MILE & E. WARE

STATE OF TEXAS X
COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to, McAllen Public Utility hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

Along 6 Mile and future Freddy Gonzalez, from Ware Road to 29th Street
(Location)

and proposes to extend a 15-inch Wastewater Line as shown on a plan designed by
(Service)

McAllen Public Utility, and proposes to construct Utilities Improvements, as approved by the
(Engineering Firm)

MPUB on _____
(Approval date)

2. The Developer's Cost (\$ 4,793.68 /Ac.), the Pro Rata Share to be reimbursed to the Developer by the Intervening Developers, in accordance with the presently existing MPUB's Reimbursement Policy, is shown on Exhibit "A" attached hereto and made a part hereof.

3. This certificate hereby entitles the holder hereof, being the Developer, to receive reimbursement of the Pro Rata Share from Intervening Developers, after the deduction of the administrative fee by the MPUB, if and when so collected by the MPUB, in accordance with the MPUB's Reimbursement Policy.

4. The installation of the above-described Utilities Improvements will be completed and will be operational, and installed as approved by the CITY.

5. The right to reimbursement is subject to the Reimbursement Policy as established by the McAllen Public Utility Board effective February 2017 or as such policy may hereinafter be amended.

ISSUED in triplicate originals this _____ day of _____, 20__ and

to expire this ____ day of _____, 20__.

CITY OF McAllen BY THE
McALLEN PUBLIC UTILITY

BY: _____
Marco A Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

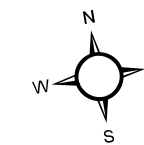
ATTEST:

Board Secretary

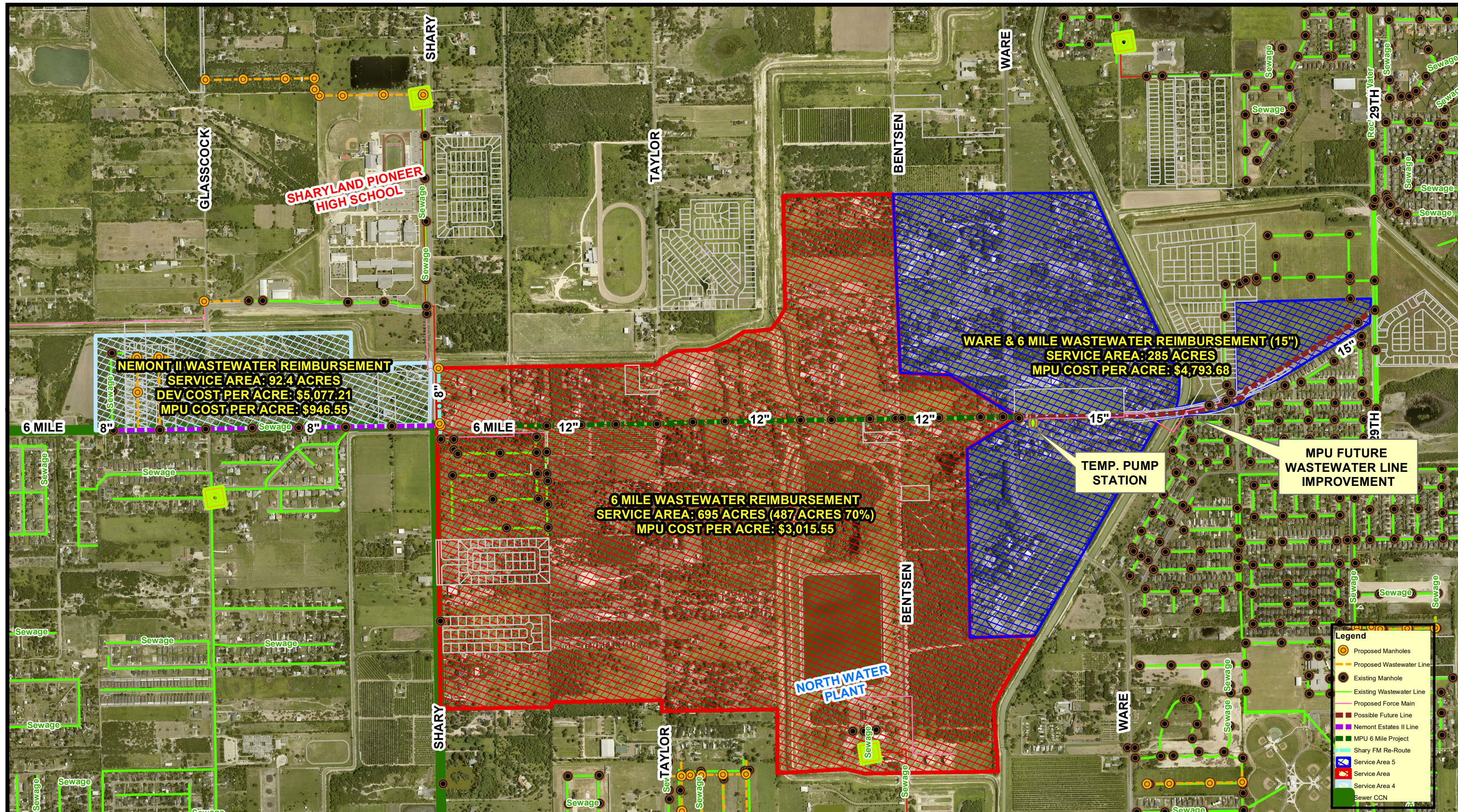
DEVELOPER

BY: _____
Address: _____

6 MILE WASTEWATER



1 inch = 1,053 feet





AGENDA ITEM

7.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED

07/22/2025

MEETING DATE

7/29/2025

1. Agenda Item: Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071

2. Party Making Request:

3. Nature of Request:

4. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

5. Reimbursement:

6. Routing:

Cynthia Salinas

Created/Initiated - 07/22/2025

7. Staff's Recommendation:

8. City Attorney: None. -AWS

9. MPU General Manager: None- MAV

10. Director of Finance for Utilities: MSC/ NA