

VIDEO CONFERENCE



CITY OF FAIR OAKS RANCH AGENDA – CITY COUNCIL VIDEOCONFERENCE

July 16, 2020 6:30 PM
7286 Dietz Elkhorn, Fair Oaks Ranch

THERE EXISTS A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 VIRUS THAT NECESSITATES A MEETING OF THE CITY COUNCIL TO TAKE PLACE VIA TELEPHONE & VIDEO CONFERENCE PURSUANT TO GOVERNMENT CODE CHAPTERS 551.125 AND 551.127, AS MODIFIED BY EXECUTIVE ORDER OF THE GOVERNOR

You must dial in to speak using your phone:

United States (Local #) 210-714-4201
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Conference ID: 2443302#

Videoconference Link (For Video Only):

<https://fairoaksranchtx.webex.com/fairoaksranchtx/onstage/g.php?MTID=e75ec9f7bd7675c31c81bf91472c0ebb3>

Password: July16

*****Due to costs incurred by the city for each minute for each caller using the Toll Free line please consider using the Toll Number if your phone plan covers long distance calls.***

If you wish to address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately.

I. OPEN MEETING

- A. Roll Call – Declaration of a Quorum.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please select *5 on your phone; this will place you in a queue for speaking. At the appropriate time the City Secretary will call upon each individual separately. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda.

- A. Citizens to be heard.

III. CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.

- A. Approval of the July 2, 2020 Regular City Council meeting minutes. Pgs. 3-5

IV. CONSIDERATION/DISCUSSION ITEMS

- A. Consideration and possible action modifying a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.

Mayor Garry Manitzas

Pgs. 6-12

- B. Consideration and possible action approving the first reading of a Grease Trap Management Ordinance. Melissa Castro, Pgs. 13-26
- C. Consideration and possible action approving a Professional Service Agreement for HVAC System design at the Police Building. Julio Colunga, Public Works Superintendent Pgs. 27-64

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. None

VI. CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body hereby convenes into closed session:

- A. Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:
1. Claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
 2. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
 3. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.
 4. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

VII. RECONVENE INTO OPEN SESSION

Discussion and possible action on items discussed on Executive Session.

VIII. ADJOURNMENT

Requests for City topic needing additional information/research; or, potential consideration for a future agenda.

Signature of Agenda Approval: Tobin E. Maples

I, Christina Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. As per Texas Government Code 551.045, said Notice was posted by 9:30 AM, June 29, 2020 and remained so posted continuously for at least 1 hour before said meeting was convened.

The Fair Oaks Ranch City Hall is wheelchair accessible at the side entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to *Texas Government Code* Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

**CITY OF FAIR OAKS RANCH
CITY COUNCIL VIDEOCONFERENCE MEETING MINUTES
JULY 2, 2020
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015**

I. OPEN MEETING

A. Roll Call – Declaration of a Quorum

Present: Mayor Manitzas and Mayor Pro Tem Elizondo
Council Members: Havard, Hartpence, Koerner, Patel and Maxton.

With a quorum present, the City Council meeting was called to order at 9:36 AM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. There were no citizens to be heard.

B. Joanna Merrill, the City's Human Resources Director, presented to Brian LeJeune, IT Director, the Employee of the Quarter award.

III. CONSENT AGENDA

A. **Approval of the June 18, 2020 City Council meeting minutes.**

B. **Approval of the second reading of an Ordinance amending the City's Code of Ordinances Appendix A pertaining to Municipal Court Fees.**

MOTION: Made by Council Member Havard, seconded by Council Member Koerner to approve the Consent Agenda.

VOTE: 7-0; Motion passed.

IV. CONSIDERATION/DISCUSSION ITEMS

A. **Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster; and restricting certain activities.**

MOTION: Made by Council Member Koerner, seconded by Council Member Havard to approve an Ordinance extending the Declaration of Local Disaster until Governor Abbot lifts the statewide disaster order now in place.

VOTE: 7-0; Motion passed.

B. **Consideration and possible action approving a Resolution authorizing the City Manager to submit a funding application to the Fair Oaks Ranch Municipal Development District (FORMDD) for the construction of the city's Civic Center.**

MOTION: Made by Council Member Maxton, seconded by Council Member Havard to approve a Resolution authorizing the submission of a funding application to the Fair Oaks Ranch MDD for construction of a civic center; authorizing the acceptance of the payment of funds for; and, authorizing the City Manager to execute documents and take actions to facilitate such acceptance.

VOTE: 6-0; Motion passed.

Council Member Hartpence's audio was not functional during the vote.

C. Consideration and possible action of a Resolution by the City Council of the City of Fair Oaks Ranch authorizing and approving Publication of Notice of Intention to issue Certificates of Obligation; Complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12 and providing an effective date.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Havard to adopt a Notice of Intention Resolution.

VOTE: 6-0; Motion passed.

Council Member Hartpence's audio was not functional during the vote.

D. Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement for Road Condition Analysis.

MOTION: Made by Council Member Havard, seconded by Council Member Koerner to authorize the City Manager to sign a Professional Services Agreement for the Road Condition Analysis at a not to exceed cost of \$35,000.00.

VOTE: 7-0; Motion passed.

E. Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement for a hydro pneumatic tank and variable frequency drives (VFD's) at Plant 2.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to authorize the City Manager to sign a Professional Services Agreement for the Water Plant #2 consulting services with CP&Y at a not to exceed cost of \$108,026.00.

VOTE: 7-0; Motion passed.

F. Consideration and possible action awarding the bid of the 2020 Chip Seal Project and authorizing the City Manager to sign Agreement.

MOTION: Made by Council Member Patel, seconded by Council Member Maxton to award the bid for the 2020 Chip Seal Project to Loan Star Paving and authorize the City Manager to sign the agreement.

VOTE: 7-0; Motion passed.

G. Discussion regarding Fat, Oil, and Grease (FOG) Management Ordinance.

Melissa Castro, Environmental Compliance Manager, provided to Council a presentation reviewing a possible ordinance regulating fat, oil and grease management. Council consensus was to move forward with an ordinance that will be brought back at a future meeting for consideration and approval.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. Sarah Buckelew, CPA, Finance Director presented to Council the Financial Update.

B. Tobin Maples, City Manager, provided to Council an update on the cancellation of the Fireworks Celebration scheduled for July 3, 2020.

VI. CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov't Code, a quorum of the governing body convened into Executive Session at 11:40 AM regarding:

- A. Sec. 551.071 (Consultation with Attorney) the City Council will meet in private consultation with legal counsel to seek the advice of its attorneys about pending or contemplated litigation, a settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Government Code; to wit:
1. Claims made on behalf of a real property owner against the City's operation of the K-3 Trinity Glen Rose Water Well.
 2. To receive legal advice from Special Counsel and the City Attorney regarding the City's ground water rights.
 3. To receive legal advice and to receive and deliberate an offer of settlement for claims made on behalf of a real property owner against the City's operation of well K-2.

City Council did not convene into Executive Session regarding:

- A. 4. Cause No. 2018-CI-00202; the City of Fair Oaks Ranch, Texas vs. Edward I. Hill, Robert E. Heckendorn, Craig M. Kuitjen, Roger Fuentes, Wesley A. Pieper, Esther W. Hicks, William A. McDowell, Yolanda D. Ayala, PG Pfeiffer Ranches LLC, Maureen Pfeiffer Stevenson Family Trust.

VII. RECONVENE INTO OPEN SESSION

The Mayor reconvened into open session at 12:30 PM.

A roll call reestablishing a quorum was taken:

Present: Mayor Manitzas and Mayor Pro Tem Elizondo

Council Members: Havard, Patel and Maxton.

Absent: Council Members: Hartpence and Koerner

No action was taken.

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 12:31 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 16, 2019

AGENDA TOPIC: Consideration and possible action modifying and extending a declaration of local disaster; establishing rules and regulations for the duration of the disaster and restricting certain activities

DATE: July 16, 2020

DEPARTMENT: City Council

PRESENTED BY: Mayor Manitzas

INTRODUCTION/BACKGROUND:

On March 13, 2020, following President Trump's declaration of a national emergency, Texas Governor Abbott declared Texas a public health disaster. On March 16, 2020, Mayor Manitzas signed a Declaration of a Public Health Emergency declaring a local state of disaster and public health emergency in the city for seven days, effective March 17, 2020. At the March 19, 2020 Council meeting, the City Council approved an Ordinance extending the Declaration of Local Disaster to April 16, 2020. On April 16th City Council again took action to extend the Declaration to May 7, 2020. On May 7, 2020, City Council took action to extend the Declaration to May 21, 2020. On May 21, 2020, City Council took action to extend the Declaration to June 4, 2020. On June 4, 2020, City Council took action to extend the Declaration to June 18, 2020. On June 18, 2020, City Council took action to extend the Declaration to July 2, 2020.

In the following several weeks both Governor Abbott and Bexar County Judge Wolff issued multiple follow up Executive Orders. On April 27th Governor Abbott again issued several orders with Executive Order GA 18 being the one most directly affecting our city. In that Executive Order, and in subsequent press conferences, the Governor made it clear that his intent was for his order to supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Judge Wolff also issued an updated Executive Order NW-07 in response to Governor Abbot's update. Judge Wolff subsequently issued Executive Order NW-08 on May 19, 2020 to conform with Governor Abbott's Executive Order GA-23.

On July 2, Governor Abbott issued an updated Executive Order GA-28 to be followed on a statewide basis effective at 12:01 p.m. on July 3, 2020. Among the provisions in the order was a requirement that any outdoor gathering in excess of 10 people, other than those set forth specifically in said orders, is prohibited unless the mayor of the city in which the gathering is held approves of the gathering, and such approval is made subject to certain conditions or restricts not inconsistent with the Governor's executive order. On July 10, Mayor Manitzas, pursuant to the authority vested in him under the section 418.018 of the Government Code and the Governor's order GA-28, issued a local declaration regarding outside gathering of people in excess of 10, effective 11:59 p.m. on July 10, 2020. This, along with a submittal guideline form, was sent to the City Council as an information piece only.

At this point we are presenting the Ordinance to the City Council to discuss extension of the emergency declaration. The City Attorney has reviewed our existing Ordinance and recommends, if the Mayor desires, Council extend the emergency declaration.

For further guidance, residents and business owners will be directed to the Governor's report to Reopen Texas at <https://gov.texas.gov/uploads/files/organization/opentexas/OpenTexas-Report.pdf>. This document is also available on our city's website under the Coronavirus banner.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Public health, safety, and general welfare of our residents and city employees.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

TBD

LEGAL ANALYSIS:

Article III; Section F.4 – Legislation by Ordinance states if City Council, by a vote of not less than two-thirds of the members present at a posted called City Council meeting at which an ordinance is first introduced, determines an emergency exists related to public health or safety and requiring immediate action, such may then be voted upon and rejected or adopted at that meeting.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the Ordinance **modifying a** Declaration of Local Disaster until such time as Governor Abbott's statewide emergency declaration is cancelled by the Governor or this Ordinance is otherwise repealed by the City Council of Fair Oaks Ranch.

AN ORDINANCE (2020-18)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-17; EXTENDING A DECLARATION OF LOCAL DISASTER; AMENDING THE RULES AND REGULATIONS FOR THE DURATION OF THE DISASTER; RESTRICTING CERTAIN ACTIVITIES; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, Governor Greg Abbott of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, Governor Abbott has renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, Governor Abbott has issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, Governor Abbott issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, Governor Abbott issued Executive Order GA-14 on March 31, 2020, expanding the social distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, Governor Abbott subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, GA-26, GA-28, and GA-29 from April through early July 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from DSHS; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID 19, Governor Abbott has mandated targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID- 19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, on July 2, 2020, Governor Abbott issued amended order GA-28 to be followed on a statewide basis effective 12:01 p.m. on July 3, 2020; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Fair Oaks Ranch, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Garry Manitzas, the Mayor of the City of Fair Oaks Ranch previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources; and,

WHEREAS, Mayor Mantizas, on July 10, 2020, signed a local declaration of disaster with regards to any outside gathering of people in excess of 10; and,

WHEREAS, the Fair Oaks Ranch City Council, on March 19, 2020 approved Ordinance 2020-05 extending the Mayor's declaration of local disaster until April 16, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-06 on March 24, 2020, affirmed and amended said ordinance by the adoption of Ordinance 2020-08 on April 16, 2020 and then by Ordinance 2020-09 on May 7, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-10 on May 21, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-14 on June 4, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-15 on June 18, 2020, and affirmed and amended said ordinance by the adoption of Ordinance 2020-17 on July 2, 2020, and hereby affirms and further amends all prior actions through the adoption of this Ordinance 2020-18.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency declared by Mayor Garry Manitzas for the City of Fair Oaks Ranch, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed by City Council Ordinance 2020-17 pursuant to §418.108(b) of the Government Code, is hereby superseded, extended and amended, including all rules and regulations attached hereto as Exhibit A, by this Ordinance 2020-18 until such time as Governor Abbott's statewide emergency declaration is cancelled by the Governor or this Ordinance is otherwise repealed by the City Council of Fair Oaks Ranch.

- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Fair Oaks Ranch, Texas, emergency management plan.
- Section 5. Pursuant to §122.006 of the Health and Safety Code, this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.
- Section 7. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with GA-28, or any subsequent emergency orders of Governor Abbott.
- Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 11. Should Governor Abbott lift the statewide disaster orders now in place, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 12. That all law enforcement personnel of the City are authorized to enforce any emergency orders of the Governor or Health Authority of the State of Texas to the extent and in the manner authorized by same.
- Section 13. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

PASSED, ADOPTED, and APPROVED the 16th day of July, 2020 on one reading as an emergency measure pursuant to City Charter Section 3.006 F. 4.

AFFIRMED if necessary, on the 6th day of August, 2020.

	FOR	AGAINST	ABSTAIN
Mayor Garry Manitzas			
Mayor Pro Tem Elizondo			
Council Member Havard			
Council Member Hartpence			
Council Member Koerner			
Council Member Patel			
Council Member Maxton			

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

EXHIBIT A

Outdoor Gathering Regulations

1. The total occupancy allowed for all outside gatherings of people in the City of Fair Oaks Ranch shall be a maximum of 10 in group.
2. No single group of persons larger than 10 is permitted without written approval of the Mayor and the agreement to adhere to safety protocols recommended by the state as reflected in the Open Texas guidelines applicable to the event. *[For example, an outdoor wedding where the guest count is projected to exceed 10 would need to submit evidence that the event will be held in conformance with the state issued guidelines for weddings and obtain written approval from the Mayor.]*
3. Submittal of request to hold an outdoor gathering of more than 10 in a group shall be provided, at least ten (10) business days in advance of the gathering date, to the City's Emergency Operations Center Director. Submittal shall include:
 - a. The location, date, and hours of the gathering;
 - b. The density of the forum and the ability to ensure social distancing of 6 feet between individuals;
 - c. The overall number of projected attendees;
 - d. The purpose of event requiring outdoor gathering at this time;
 - e. Proof of approval from property owner where event is to take place;
 - f. The likelihood of individuals over the age of 65 attending;
 - g. The level of transmission in the city and surrounding areas; and
 - h. The required, if any, city staff time and potential risk of exposure to COVID-19.
4. Within three (3) business days of receiving the submittal, the EOC Director shall call a meeting of EOC members to review and provide a recommendation of holding the outdoor event to the Mayor.
5. The Mayor, shall notify the requestor, in writing of the approval/disapproval of the requested outdoor gathering. The Mayor has the final decision on approving or disapproving the gathering.
6. If authorized, the health protocols for individuals from the Texas Department of State Health Services stated by the Governor in GA-28 and on the City's submittal form titled *"Submittal Guidelines for Outdoor Events"* should be followed.



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 16, 2020

AGENDA TOPIC: Consideration and possible action on the First Reading of an Ordinance regarding Fat, Oil and Grease Management

DATE: July 16, 2020

DEPARTMENT: Public Works

PRESENTED BY: Melissa Castro, Environmental Compliance Manager

INTRODUCTION/BACKGROUND:

FOG refers to fat, oil and grease that are generated from normal business operations of food service establishments. FOG is commonly washed into the plumbing system during the clean-up process through the kitchen sink. As it cools, it congeals and decreases pipe capacity both inside the food service establishment and in the main collection system. FOG can block a business owner's drain, as well as the collection lines, potentially becoming an environmental and public health risk.

The proposed ordinance regarding Fat, Oil and Grease Management is modeled after the Texas Commission on Environmental Quality's Model Standards for Grease Management. The primary goal of the ordinance is to prevent FOG-related blockages and sanitary sewer overflows by working with food service establishment personnel to reduce the amount of FOG discharged to the Fair Oaks Ranch Utilities ("FORU") wastewater collection system. This is accomplished by encouraging proper kitchen cleaning practices (best management practices) and monitoring the establishment's grease removal device (grease trap or grease interceptor) to ensure the device is being properly maintained and is adequately removing FOG and food solids prior to discharge.

The FORU system has experienced clogged laterals and lift station and wastewater plant issues due to grease buildup in the past. It is the Public Works Department's desire to prevent issues of this nature from becoming severe and costly.

In an effort to receive general guidance and first impressions of the FOG Management Ordinance, the Public Works Department delivered a presentation outlining general details and requirements to City Council on July 2, 2020.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The City seeks to improve the operation of its wastewater collection system and reduce the potential of sewer blockages, backups, and overflows, which can become both an environmental and public health risk.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

Legal review completed on June 9, 2020.

RECOMMENDATION/PROPOSED MOTION:

I move to approve the First Reading of an Ordinance regarding Fat, Oil and Grease Management.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF FAIR OAKS RANCH AMENDING CHAPTER 6 (PUBLIC HEALTH AND SANITATION) BY ADDING A NEW SECTION TITLED “MANAGEMENT OF FATS, OILS, AND GREASES”; PROVIDING FOR SEVERABILITY AND REPEAL CLAUSES; PROVIDING FOR A PENALTY NOT EXCEEDING \$2000 PER VIOLATION FOR NONCOMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2020.

WHEREAS, the City of Fair Oaks Ranch (the “City”) in order to protect the health, safety, and welfare of its citizens, deems it necessary to adopt the following provisions regulating fats, oils, and greases in accordance with Texas Water Code § 26.0491;

WHEREAS, the City seeks to improve the operation of its sanitary sewer system and reduce the potential for sewer backups and overflows; and

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it necessary to amend Chapter 6 Public Health and Sanitation by adding a new Article titled Management of Fats, Oils, and Greases.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

- Part 1. Chapter 6 “Public Health and Sanitation” is hereby amended as set forth in the attached Exhibit A.
- Part 2. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Part 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.
- Part 4. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.
- Part 5. A penalty provision section is established in section 6.04.016 of the attached Exhibit “A”.
- Part 6. This ordinance shall take effect immediately from and after its second reading, passage and publication as may be required by governing law.
- Part 7. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now

pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Fair Oaks Ranch under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

Part 8. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED and APPROVED on first reading this the 16th day of July, 2020.

PASSED, APPROVED and ADOPTED on second reading this the 6th day of August, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C., City Attorney

Exhibit A

The City's Code of Ordinances Chapter 6 Public Health and Sanitation is hereby amended by the addition of the following Article:

ARTICLE 6.04 MANAGEMENT OF FATS, OILS AND GREASES

Division 1. Generally

Sec. 6.04.01 Applicability and Prohibitions

- (a) This ordinance shall apply to all non-domestic users of the Fair Oaks Ranch Utility sanitary sewer system.
- (b) Grease traps or grease interceptors shall not be required for residential users.
- (c) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or grease interceptors as required in this Ordinance. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
- (d) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the sanitary sewer system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

Sec. 6.04.02-6.04.09 Reserved

Division 2. Regulations

Sec. 6.04.010 Definitions

For the purposes of this Ordinance, the following definitions shall apply unless the context of their usage clearly indicates otherwise:

Act. Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD. The value of the five-day test for Biochemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

City. City of Fair Oaks Ranch, Texas

COD. The value of the test for Chemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

EPA. United States Environmental Protection Agency

Fats, oils, and greases (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in Title 40 Code of Federal Regulations, Part 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases.”

Generator. Any person who owns or operates a grease trap/grease interceptor, or whose act or process produces grease trap/grease interceptor waste.

Grease trap or grease interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and grease interceptors are also referred to herein as “grease traps/interceptors.”

Grease trap waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

Indirect discharge or discharge. The introduction of pollutants into the sanitary sewer system from any non-domestic source.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the sanitary sewer system, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the system’s current wastewater permit.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works. A treatment works which is owned by a state or municipality as defined by Section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this ordinance, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with Title 30 Texas Administrative Code §312.142.

TSS. The value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the sanitary sewer system, including persons who contribute such wastewater from mobile sources.

Sec. 6.04.011 Installations

- (a) New Facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.
- (b) Existing Facilities with a grease trap/interceptor. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer’s recommendations and in accordance with these Model Standards, unless specified in writing and approved by the sanitary sewer system. Grease traps/interceptors that are proven inadequate for existing facilities must be removed and replaced with a properly designed grease trap/interceptor.
- (c) Existing Facilities without a grease trap/interceptor. Within sixty (60) days of the effective date of this Ordinance, existing facilities without a grease trap/interceptor must design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be inspected by the City’s Building Department upon installation.
- (d) All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, and local regulation.

Sec. 6.04.012 Cleaning

- (a) Grease traps/interceptors shall be maintained in an efficient operating condition at all times.
- (b) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with Title 30 Texas Administrative Code §312.143.

Sec. 6.04.013 Self-Cleaning

- (a) Grease trap self-cleaning operators must receive approval from the sanitary sewer system annually prior to removing grease from their own grease trap(s) located inside a building, provided:
 - (1) The grease trap is no more than fifty (50) gallons in liquid/operating capacity;
 - (2) Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash);
 - (3) The local solid waste authority allows such practices;

- (4) Grease trap waste is placed in a leak-proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - (5) Detailed records on these activities are maintained.
- (b) Grease trap self-cleaning operators must submit a completed self-cleaning request to the sanitary sewer system for approval. The written request shall include the following information:
 - (1) Business name and street address;
 - (2) Grease trap/interceptor operator name, title, and phone number;
 - (3) Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - (4) Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
- (c) Self-cleaners must adhere to all the requirements; procedures and detailed record keeping outlined in their approved application, to ensure compliance with this Ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - (1) Date the grease trap/interceptor was serviced;
 - (2) Name of the person or company servicing the grease trap/interceptor;
 - (3) Waste disposal method used;
 - (4) Gallons of grease removed and disposed of;
 - (5) Waste oil added to grease trap/interceptor waste; and
 - (6) Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
- (d) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

Sec. 6.04.014 Cleaning Schedules

- (a) Grease traps/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.
- (b) Grease traps/interceptors subject to these standards shall be completely evacuated a minimum of every ninety (90) days, or more frequently when:
 - (1) Twenty-five (25) percent or more of the wetted height of the grease trap/ interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases; or
 - (2) The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the sanitary sewer system; or

- (3) If there is history of non-compliance.
- (c) Any person who owns or operates a grease trap/interceptor may submit to the sanitary sewer system a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap/interceptor. The sanitary sewer system may grant an extension for required cleaning frequency on a case-by-case basis when:
 - (1) The grease trap/interceptor owner or operator has demonstrated the specific grease trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the sanitary sewer system; or
 - (2) Less than twenty-five (25) percent of the wetted height of the grease trap/ interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases.
- (d) In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.

Sec. 6.04.015 Manifest Requirements

- (a) Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- (b) Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - (1) Name, address, telephone, and commission registration number of transporter;
 - (2) Name, signature, address, and phone number of the person who generated the waste and the date collected;
 - (3) Type and amount(s) of waste collected or transported;
 - (4) Name and signature(s) of responsible person(s) collecting, transporting, and depositing waste;
 - (5) Date and place where the waste was deposited;
 - (6) Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - (7) Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - (8) The volume of the grease waste received; and
 - (9) A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- (c) Manifests shall be divided into five copies and records shall be maintained as follows:
 - (1) One copy of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.

- (2) The remaining four copies of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
- (3) One copy of the manifest shall go to the receiving facility.
- (4) One copy shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
- (5) One copy of the manifest shall be returned by the transporter to the person who generated the waste within 15 days after the waste is received at the disposal or processing facility.
- (6) One copy of the manifest shall go to the City's Environmental Compliance Manager.
- (d) Copies of manifests returned to the waste generator shall be retained for five (5) years and be readily available for review by city personnel.

Sec. 6.04.015 Alternative Treatment

- (a) A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any surfactant, solvent, or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.
- (b) It is an affirmative defense to an enforcement of Section 6.04.015(a) that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.

Sec. 6.04.016 Schedule of Penalties

(a) Civil penalty.

- (1) If the sanitary sewer system determines that a generator is responsible for interference or a blockage of a collection system line, the generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period, in addition to the cost incurred by the City for purposes of cleaning the collection line and inspecting the violation. Continuous violations may also result in suspension of services.
- (2) Any person violating any of the provisions of this Ordinance, except for the interference or blockage of a collection system line, shall be subject to a written warning for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. Continuous violations may also result in suspension of services.
- (3) Notice of violations and assessments of penalties made pursuant to this article shall be sent to the generator or account holder informing them of the violation and assessment of penalties. Notices provided herein shall be deemed delivered within three business days after their placement with the United State Postal Service, hand delivery, or courier.

- (4) Civil penalties assessed pursuant to this article shall be added to a wastewater account holder's regular monthly utility bill from the City or be billed separately to the generator, as determined by the City. Any cost to repair sewer lines, streets or any other city property caused by not following this ordinance will be billed to generator according to the city fee schedule.

(b) Civil penalty appeal.

- (1) An aggrieved person may request an appeal hearing before a hearing officer(s) appointed by the City Manager within fifteen (15) business days after the date on the notice provided in compliance with article. The hearing officer(s) shall evaluate all information offered by the aggrieved person at the hearing. The aggrieved person shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer(s) shall render a decision in writing within three (3) business days of the conclusion of the hearing. Receipt of the decision of the hearing officer(s) by the aggrieved person is presumed on the third business day after the City mails the decision of the hearing officer(s) to the aggrieved person.

- (2) The aggrieved person may appeal the decision from the hearing officer(s) in writing to the City Manager within seven (7) business days from the date the City mails the decision of the hearing officer(s) to the aggrieved person. In the written appeal, the aggrieved person shall provide the factual basis for the appeal and describe why the decision of the hearing officer(s) is not supported by the evidence. The City Manager shall promptly review the appeal. The decision by the City Manager is final.

- (c) Criminal penalty. A conviction for a violation of any provision of this ordinance shall constitute a class C misdemeanor. A person convicted of a violation of any provision of this ordinance shall be fined an amount of not less than two hundred dollars (\$200.00) per violation and a maximum of not more than two thousand dollars (\$2,000.00) per violation. Each violation of this ordinance shall constitute a separate offense, and each day a violation continues shall be considered a new offense.

- (d) Other remedies. The remedies provided for in this subdivision are cumulative of each other and of any other remedy provided for or allowed by law. In addition to any other remedy allowed by law, the City may seek injunctive relief in any court of proper jurisdiction to restrain or enjoin a violation of any provision of this ordinance.



FOG Management Ordinance

Presented by Melissa Castro, Environmental Compliance Manager
July 16, 2020 City Council Meeting



Ordinance Summary

- ➔ **Based on the Texas Commission on Environmental Quality's Model Standards for Grease Management**
- ➔ **In order to prioritize public health and protect the infrastructure of the FORU sewer system, we must strive for the following:**
 - Ensure that new and existing facilities have adequate devices in order to reduce the amount of grease discharged to the collection system
 - Monitor grease trap / interceptor maintenance
 - Promote commercial and residential BMPs at all times
- ➔ **Benefits Community, System and Environment!**



Food Service Establishments and Kitchens on FORU Wastewater System

- Fair Oaks Ranch Country Club
- Fair Oaks Ranch Elementary School
- Las Cruces Mexican Restaurant
- Parker's Ice Creams
- Spotted Deer Coffee Company
- Tri-County Meat Market



Proposed Effective Date: October 1, 2020

If need be, the City will coordinate with a facility facing hardship during this time in working towards compliance with the provisions of this Ordinance.





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 16, 2020

AGENDA TOPIC: Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement for HVAC System design and construction support at the Public Safety Building.

DEPARTMENT: Public Works Department

PRESENTED BY: Julio Colunga, Public Works Superintendent

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch Police department since its construction has had various air conditioning and ventilation (HVAC) issues due to various planning and instalment deficiencies. The current set up in the evidence room lacks proper ventilation.

Staff is recommending hiring M & S Engineering for consulting services of this project. M & S will use their expertise in the HVAC field to make recommendations to staff on resolving this issue. M & S engineering offers expertise in the Mechanical, Electrical, and Plumbing (MEP) field with one of their most recent projects being the Boerne City Hall design.

The purpose of this agenda item is to approve a Professional Services Agreement (PSA) for design and construction support services with the project. Subsequent to design, the project will be bid publicly for construction. M&S will staff evaluation and tabulation of bids.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This project will address the deficiencies noted in the police departments evidence room HVAC system allowing for a safer and healthier work place for the officers.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The total projected cost is \$10,000, of which \$5,000 programmed for design services and \$5,000 programmed for construction support services.

LEGAL ANALYSIS:

Contractor will be required to sign and adhere to the City's Standard Construction Agreement prior to the commencement of work.

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Manager to sign a Professional Services Agreement for the HVAC System design with M & S Engineering at a not to exceed cost of \$10,000.

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and M&S Engineering, LLC ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

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

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

Section 3. Compensation.

(A) The Professional shall be paid in the manner as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A). If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

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

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

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

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional

shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit B throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit B, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "B".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The

plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

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

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

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such

performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and

custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bexar County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bexar County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that

effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Section 26. Multivear contract. “The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$10,000 in the City’s fiscal year ending on September 30, 2020 (FY 19-20) the Parties hereby agree that: **notwithstanding any provision of this Agreement to the contrary the City’s obligation to make payment on this Agreement shall terminate on September 30, 2020, unless City Council, on or before such date, provides in the City’s FY 20-21 budget for the continuation of funding of this Agreement. Should City Council fail to provide such funding for FY 20-21, the City shall have no further financial obligation under this agreement after September 30, 2020, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 19-20.** It is City Council’s intent to use its best efforts to obtain and appropriate funds for the FY 20-21 payment.

EXECUTED, by the City on _____.

CITY:

By:_____

Name: Tobin Maples

Title: City Manager

ADDRESS FOR NOTICE:

CITY

City of Fair Oaks Ranch
Attn: City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

PROFESSIONAL:

By:_____

Name:_____

Title:_____

PROFESSIONAL

M&S Engineering
Trey Sims III, P.E.
376 Landa Street
New Braunfels, TX, 78130

EXHIBIT A
SCOPE OF SERVICES

June 24, 2020

City of Fair Oaks Ranch
ATTN: Julio Colunga
7286 Dietz Elkhorn Rd.
Fair Oaks Ranch, TX 78015
jcolunga@fairoaksranchtx.org

Reference: City of Fair Oaks Public Safety Building Ventilation

Mr. Colunga,

Thank you for your interest in the capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with you on this project. This proposal is based on our discussions with you and the following:

Project Description

The building is located at 7286 Dietz Elkhorn Road Fair Oaks Ranch, Texas 78015 and is currently experiencing ventilation issues. Based on our discussions and understanding, the evidence storage room is positively pressurized and mixing airflow with other spaces.

Scope of Work

M&S Engineering will provide professional services to assist you with the engineering for the project as described above. Our proposal includes providing the following services in support of the engineering required for this project:

MEP Design

1. Attend one design coordination meeting with the city.
2. Assessment
 - a. Visit the site to assess the existing mechanical and electrical systems general condition serving the area of concern.
 - b. Provide conceptual plan and recommendations.
3. Mechanical Design (Division 23)
 - a. Analyze the existing ventilation systems and current requirements in accordance with the local codes.
 - b. Calculate exhaust and ventilation requirements. Specify equipment based on ventilation calculations, anticipated building occupancy/activity, and maintenance.
 - c. Provide a mechanical floor plan showing locations of HVAC equipment, and sized ductwork.
 - d. Provide applicable sheet specifications.
4. Electrical Design (Division 26)
 - a. Provide electrical floor plans of power receptacles and equipment connections.
 - b. Provide applicable sheet specifications.
5. Plumbing Design (Division 22) - Not required.
6. Construction Support & Administration
 - a. Submittal reviews and RFI coordination
 - b. Pre-bid and bid opening would be conducted by the City. M&S representation not included in scope.

- c. Attend one pre-construction meeting.
- d. Evaluate and tabulate bids – furnished by the City.
- e. Provide one on-site visual observations/meetings during construction to develop final punch list. Additional site visits may be provided hourly as an additional service.
- f. Review and approve payment applications.
- g. Compensation for Construction administration is based on an estimated duration of three months of total construction time. If construction is not completed within this time, our services beyond this limit may be provided as an additional service. Engineer will consult with City prior to invoicing any additional services.

Deliverables

We will provide one progress review set. The signed and sealed drawings will then be provided and mark the end of the design phase.

Assumptions

Our proposal is based on the following:

1. Architectural plans in Revit compatible format will be provided by others. Note that any changes to plans or designs after completion of engineering plans will be considered an additional service and may incur additional cost.
2. All M&S deliverable drawings and specifications will be provided in PDF format.
3. Free access to the site will be provided to M&S Staff.
4. There will be no alternates required in this design.
5. Analysis of different system options is not required, though it is available at an additional cost.
6. There will be no value engineering (VE), though it is available at an additional cost.

Pricing

M&S Engineering will provide the scope of work as described for the hourly estimated amount of \$10,000.

Exclusions

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project. All submittals of plans for building permits and payment of permits shall be done by others.
2. Engineering activities will be performed from our facilities in New Braunfels, TX. Local presence through the duration of this project will not be required.
3. Construction support and administration does not include Special Inspections, if required.
4. Though the following services could be provided at an additional cost, it is our understanding that the following engineering services would not be provided as part of this base proposal:
 - a. Permitting would be the responsibility of the contractor.
 - b. Structural engineering for items in the design.
5. Any service not specifically listed in the above scope of work is excluded from this proposal.

Our proposal is based upon work being performed per attached M&S standard terms and conditions. We truly appreciate the opportunity to support you in this project. If there is anything that you would like to discuss about this proposal, please do not hesitate to contact us. Should you find this proposal and terms acceptable, please indicate so by signing and dating this document below.

Sincerely,



(Trey) Thurl D. Sims III, PE
MEP Department Manager

Approved:

Date:

Print:

Title:

Engineering Rate Schedule

Labor Classification	Base Rate
Technician I	\$ 60.00
Technician II	\$ 65.00
Technician III	\$ 70.00
Technician IV	\$ 75.00
Project Technician I	\$ 80.00
Project Technician II	\$ 85.00
Project Technician III	\$ 90.00
Project Technician IV	\$ 95.00
Project Technician V	\$ 100.00
Senior Technician I	\$ 105.00
Senior Technician II	\$ 110.00
Senior Technician III	\$ 115.00
Senior Technician IV	\$ 120.00
Project Manager I	\$ 150.00
Project Manager II	\$ 160.00
Project Manager III	\$ 170.00
Project Manager IV	\$ 180.00
Project Engineer I	\$ 135.00
Project Engineer II	\$ 145.00
Project Engineer III	\$ 150.00
Project Engineer IV	\$ 155.00
Project Engineer V	\$ 160.00
Administrative I	\$ 65.00
Administrative II	\$ 75.00
Administrative III	\$ 80.00

Labor Classification	Base Rate
Technical Specialist I	\$ 125.00
Technical Specialist II	\$ 135.00
Technical Specialist III	\$ 145.00
Technical Specialist IV	\$ 155.00
Graduate Engineer/SIT I	\$ 100.00
Graduate Engineer/SIT II	\$ 110.00
Graduate Engineer/SIT III	\$ 120.00
Graduate Engineer/SIT IV	\$ 130.00
CAD Operator I	\$ 70.00
CAD Operator II	\$ 75.00
Senior CAD Operator I	\$ 80.00
Senior CAD Operator II	\$ 85.00
Senior Engineer I/RPLS I	\$ 165.00
Senior Engineer II/RPLS II	\$ 170.00
Senior Engineer III/RPLS III	\$ 175.00
Senior Engineer IV/RPLS IV	\$ 180.00
Principal Engineer I	\$ 190.00
Principal Engineer II	\$ 200.00
Principal Engineer III	\$ 210.00
1 Man Survey Crew	\$ 110.00
2 Man Survey Crew	\$ 155.00
3 Man Survey Crew	\$ 175.00
Software Level I ¹	\$ 10.00
Software Level II ²	\$ 20.00

¹ Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages

² Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

⁴ Overtime Rates shall be 1.35 times the base rate.

Reimbursable & Miscellaneous Pricing

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

*Any additional reimbursable items shall be billed at cost plus 15%.

- Shipping
 - All shipping of drawings, job books, and other deliverables will be invoiced based on actual cost plus 15%.

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day

Travel Reimbursement Rates

- Hotel charges for overnight accommodations will be invoiced based upon actual cost plus 15%.
- Meals for traveling personnel will be invoiced based upon actual cost plus 15%.
- Air Travel
 - Air travel will be invoiced based on actual cost plus 15%.
 - Approval
 - Air travel costs in excess of \$500 per individual will require prior approval by client personnel requesting travel.
 - Air travel less than \$500 per individual will be considered pre-approved by client personnel requesting travel.
- Rental Car
 - Auto rentals (including fuel) will be invoiced based upon actual cost plus 15%.
- Mileage
 - Vehicle mileage will be invoiced based upon current IRS standard rates (plus \$0.05 per mile for 4x4 vehicles)

EXHIBIT B

REQUIRED INSURANCE COVERAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Bank of San Antonio Insurance Group, Inc. 1900 NW Loop 410, Suite 200 San Antonio TX 78213	CONTACT NAME: Cathy Rauschuber PHONE (A/C, No, Ext): (210) 822-1571 FAX (A/C, No): (210) 822-6027 E-MAIL ADDRESS: cathy.r@thebankofsainsurance.com														
INSURER(S) AFFORDING COVERAGE															
INSURED M & S Engineering, LLC; Sherwood Surveying & S.U.E. LLC; P.O. Box 970 Spring Branch TX 78070	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Utica National Ins of TX</td> <td>14249</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Evanston Insurance Co</td> <td>35378</td> </tr> <tr> <td>INSURER D: UTICA Lloyds of Texas</td> <td>10990</td> </tr> <tr> <td>INSURER E: Utica Mutual Insurance Co</td> <td>25976</td> </tr> <tr> <td>INSURER F: Travelers Casualty & Surety</td> <td>31194</td> </tr> </table>	INSURER	NAIC #	INSURER A: Utica National Ins of TX	14249	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Evanston Insurance Co	35378	INSURER D: UTICA Lloyds of Texas	10990	INSURER E: Utica Mutual Insurance Co	25976	INSURER F: Travelers Casualty & Surety	31194
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COVERAGES
CERTIFICATE NUMBER: 2019-2020 ALOB

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			5101333	11/04/2019	11/04/2020	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
D	AUTOMOBILE LIABILITY			5090474	11/04/2019	11/04/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							Uninsured motorist	\$ 1,000,000	
E	☒ UMBRELLA LIAB			5101334	11/04/2019	11/04/2020	EACH OCCURRENCE	\$ 10,000,000	
	☒ EXCESS LIAB						AGGREGATE	\$ 10,000,000	
	☐ CLAIMS-MADE							\$	
	DED		RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001278328	11/08/2019	11/08/2020	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Professional Liability MKLV7PL0003891			11082019	11/08/2019	11/08/2020	Each Occurrence	\$5,000,000	
	F- Cyber Liability						Each Occurrence	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured in regards to the General Liability policy and including primary & non-contributory coverage as described in policy forms #8-E-3548 and #GC 20 01 04 13. Blanket additional insured in regards to the Automobile Liability policy as described in policy forms #8-E-2419. Blanket waiver of subrogation in regards to the General Liability, Automobile Liability and Workers Compensation policies as described in policy forms #8-E-3548, #8-E-2419 and #WC 42 03 04 B.

CERTIFICATE HOLDER
CANCELLATION

City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard C. Palacios</i>
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. INCIDENTAL MALPRACTICE

- a. The definition of "bodily injury" in **SECTION V - DEFINITIONS** is amended to include injury arising out of rendering or failing to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics described in paragraph a. above.
- c. Part (1) of the **Employers Liability** exclusion under Paragraph 2. **Exclusions**, of **SECTION - I COVERAGE A** does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice Coverage does not apply if you are engaged in the business or profession of providing services described in paragraph a. above.

2. EXTENDED PROPERTY DAMAGE

Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

3. NONOWNED AIRCRAFT AND WATERCRAFT

Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE A**, the **Aircraft, Auto or Watercraft** is replaced by the following:

Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

4. PROPERTY DAMAGE LIABILITY - ELEVATORS, BORROWED EQUIPMENT and LIMITED COVERAGE FOR DAMAGE TO PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- a. Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE A**, part (4) of the **Damage To Property** exclusion applies as follows:
 - (1) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
 - (2) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto";
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."
 - (3) This exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.
- b. Parts (3), (4) and (6) of the **Damage To Property** exclusion do not apply to the use of elevators.
- c. The insurance afforded by this section is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is deemed changed accordingly.

5. CONTRACTUAL PERSONAL AND ADVERTISING INJURY

Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE B**, the **Contractual Liability** exclusion is deleted. However, the coverage provided by this section will not apply if **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by any of the exclusions or other provisions of the Coverage Form or by any endorsement.

6. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of **SECTION I - COVERAGE A** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.
- b. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:
 - 6. Subject to 5. above, the greater of:
 - (1) \$500,000; or
 - (2) The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you, or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes
- c. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, part b. (1) (b) of **Other Insurance** is replaced by the following:
 - (b) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

7. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The most we will pay for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies is increased by \$2,250.
- b. The most we will pay for actual loss of earnings because of time off from work is increased by \$250.

8. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3. under **SECTION II - WHO IS AN INSURED**, is replaced by the following:

3. Any organization you newly acquire or form; other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed; before you acquired or formed the organization.

9. SUBSIDIARIES

The following is added under **SECTION II - WHO IS AN INSURED:**

- a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
- b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 9.a. above; is also an insured.

The insurance afforded under paragraphs 9.a. and 9.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

10. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

- (1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only:
 - (a) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations for the additional insured.
 - (b) With respect to property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph 10.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs 10.b.(1), (2), (3) and (4) and in 10.c.(1), (2), (3), (4), (5) and (6) below.
- (2) Such insurance as is provided by paragraph 10.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.
- (3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs 10.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 10.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 10.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 10.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 10.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- (b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this Vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

- c. Such insurance as is afforded for any additional insured under paragraph 10.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A** (Section I), other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."
- (3) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (4) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.
- (5) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion 10.c.(5) does not apply with respect to such Vendors coverage as is provided under 10.b.(5) above.

- (6) Any person or organization included as an insured under any other provision of Section II - **Who Is An Insured** or included as an additional insured by any endorsement to this policy.

11. INSUREDS - NONOWNED WATERCRAFT

The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to any watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not being used to carry persons or property for a charge;

any person who uses or is responsible for the use of such watercraft, with your express or implied consent, is an insured.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation or use of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person operating or using the watercraft; or
- (2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

12. MEDICAL PAYMENTS

Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

7. Subject to 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit which is the greater of:
- a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations.

13. PRIORITY CONDITION

The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, the Limits of Insurance will apply in the following order:
- a. You;
 - b. Your "executive officers", directors, stockholders or "employees", and
 - c. Any other insureds in any order that we choose.

14. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **SECTION IV - COMMERCIAL LIABILITY CONDITIONS, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following replaces **Transfer Of Rights Of Recovery Against Others To Us**:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

16. NOTICE TO COMPANY

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice To Company

If the insured reports an "occurrence" or offense to its Workers Compensation insurer and such "occurrence" or offense later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties in the Event of Occurrence, Offense, Claim or Suit** Condition, only if:

- a. Such failure or omission is not intentional; and
- b. You notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

18. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
- c. All other parts of the world if:
 - 1) The injury or damage arises out of:
 - a) Goods or products made or sold by you in the territory described in **a.** above;
 - b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; and
 - 2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - a) The territory described in **a.** above;
 - b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands; or in a settlement we agree to.

19. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease, provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

20. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include acts of differentiation that cause injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

21. IMPAIRED PROPERTY

- a. Under the **Definitions** Section, the definition of "impaired property" does not apply.
- b. Exclusions m. and n. under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by you or anyone on your behalf of any contract or agreement; or
- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on your behalf.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of:

(1) "Your product"; or

(2) "Your work";

after such product or work has been put to its intended use.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property of which "your product" or "your work" forms a part;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

22. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PERSON(S) OR ORGANIZATION(S) WITH WHICH YOU HAVE WRITTEN CONTRACTS IN PLACE PRIOR TO LOSS	ALL LOCATIONS AND COMPLETED OPERATIONS REQUIRED TO BE COVERED UNDER WRITTEN CONTRACTS WITH YOU
REQUIRING THAT THEY BE NAMED AS ADD'L INSURED UNDER THIS POLICY	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.
But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,000.

F. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2., 3. or 4. below.
2.
 - a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
 - b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
 - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
 - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; or
- d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION IV), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle.
- b. \$150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to \$750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

Under SECTION II - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

U. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
2. We will pay the lesser of:
 - a. The amount of actual and necessary rental costs that you incur; or
 - b. A maximum of \$5,000 for each "loss."
3. The Deductible provision does not apply to this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this Insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Other Insurance General Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this Coverage Form's Liability Coverage would be primary and would not seek contribution from any other insurance available to the additional insured.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/8/19 at 12:01 a.m. standard time, forms a part of.

Policy no. 0001278328 of Texas Mutual Insurance Company effective on 11/8/19

Issued to: M & S ENGINEERING LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

10/24/19

POLICY NUMBER: 5090474

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROVIDE NOTICE OF CANCELLATION
TO ANOTHER ENTITY**

This policy is subject to the following (Note: If this policy consists of more than one Coverage Part, separate notices are not required for each Coverage Part):

SCHEDULE

Entity	Number Of Days
ANY ENTITY FOR WHICH THE INSURED HAS A WRITTEN CONTRACTUAL AGREEMENT TO PROCEED WITHIN 30 DAYS OF CANCELLATION N/A	30
N/A ,N/A ,N//A	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	Name: "APPLIES TO ALL CONSTRUCTION PROJECTS REQUIRING SUCH BLANKET COVERAGE AS PART OF A WRITTEN CONTRACT EXECUTED PRIOR TO ANY ACCIDENT OR LOSS"
2.	Address:
3.	Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- | | |
|-----------------------------------|------------------|
| 1. Number of days advance notice: | 30 |
| 2. Notice will be mailed to: | PER LIST ON FILE |

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/8/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001278328 of Texas Mutual Insurance Company effective on 11/8/19

Issued to: M & S ENGINEERING LLC

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Authorized representative

10/24/19