

VIDEO CONFERENCE



CITY OF FAIR OAKS RANCH AGENDA – CITY COUNCIL VIDEOCONFERENCE

July 2, 2020 9:30 AM
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 VIDEO CONFERENCE PURSUANT TO GOVERNMENT CODE CHAPTER 551.127, AS MODIFIED BY EXECUTIVE ORDER OF THE GOVERNOR

Videoconference Link:

<https://fairoaksranchtx.webex.com/fairoaksranchtx/onstage/g.php?MTID=eda1f1a8295c73446855f5bbc3723d164>

Videoconference Password: CouncilMeeting

If you would like to join as an audio conference only please dial: **

1-415-527-5035 (Toll)

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*****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.***

Access Code: 199 207 0394

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.
- B. Employee of the Quarter Presentation to Brian LeJeune, IT Manager.

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 June 18, 2020 City Council meeting minutes. Pgs. 4-6
- B. Approval of the second reading of an Ordinance amending the City's Code of Ordinances Appendix A pertaining to Municipal Court Fees. Pgs. 7-11

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. Mayor Garry Manitzas Pgs. 12-17
- 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. Tobin Maples, City Manager Pgs. 18-19
- 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 Certificate of Obligation; Complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12 and providing an effective date. Sarah Buckelew, CPA, Finance Director and Andrew Friedman, Managing Director, Samco Capital Pgs. 20-27
- D. Consideration and possible action authorizing the City Manager to sign a Professional Service Agreement for Road Condition Analysis. Oscar Michael "Mike" Garza, P.E., PTOE, General Engineering Consultant, Legacy Engineering Group Pgs. 28-58
- 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. Julio Colunga, Public Works Superintendent Pgs. 59-90
- F. Consideration and possible action awarding the bid of the 2020 Chip Seal Project and authorizing the City Manager to sign Agreement. Julio Colunga, Public Works Superintendent Pgs. 91-117
- G. Discussion regarding a Fat, Oil, and Grease (FOG) Management Ordinance. Melissa Castro, Environmental Compliance Manager Pgs. 118-129

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

- A. Financial Update. Sarah Buckelew, CPA, Finance Director Pgs. 130-142
- B. Status Update: Fireworks Celebration Tobin Maples, City Manager

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:



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 TELECONFERENCE & VIDEOCONFERENCE MEETING MINUTES
JUNE 18, 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, Koerner, Patel and Maxton.

Absent: Council Member Hartpence

With a quorum present, the City Council meeting was called to order at 6:30 PM.

II. CITIZENS and GUEST FORUM / PRESENTATIONS

A. There were no citizens to be heard.

B. The Honorable Kim Keller, Municipal Court Judge, provided to Council a presentation of the updated Court Fine Schedule.

III. CONSENT AGENDA

A. **Approval of the June 4, 2020 Regular City Council meeting minutes.**

B. **Approval of the preliminary plat that establishes the Arbors at Fair Oaks Ranch Unit 2.**

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

VOTE: 6-0; 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.**

Council Member Hartpence joined the meeting at 6:40 PM.

MOTION: Made by Council Member Koerner, seconded by Mayor Pro Tem Elizondo to approve an Ordinance extending the Declaration of Local Disaster to July 2, 2020.

VOTE: 7-0; Motion passed.

B. **Consideration and possible action on an Ordinance amending the City's Code of Ordinances Appendix A pertaining to Municipal Court Fees.**

MOTION: Made by Council Member Maxton, seconded by Council Member Koerner to approve an Ordinance amending the City's Code of Ordinances Appendix A; Article A6.000 setting the Municipal Court Security Fee and the Time Payment Fee as established by Senate Bill 346 of the 86th Texas Legislation (2019).

VOTE: 7-0; Motion passed.

C. Consideration and possible action approving a Resolution to approve an Interlocal Agreement to submit for and accept Federal Coronavirus Relief Funds from the County of Bexar.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Patel to authorize the Mayor to sign a Resolution of the City Council approving an interlocal agreement to accept Federal Coronavirus Relief Funds from the County of Bexar.

VOTE: 6-1; Motion passed. Nay: Council Member Hartpence.

D. Consideration and possible action approving a Resolution to submit for and accept Federal Coronavirus Relief Funds from the Counties of Kendall and Comal.

MOTION: Made by Council Member Maxton, seconded by Council Member Patel to authorize the Mayor to sign a Resolution of the City Council approving the submission for and acceptance of Federal Coronavirus Relief Funds from Kendall and Comal Counties.

VOTE: 6-1; Motion passed. Nay: Council Member Hartpence.

E. Consideration and possible action approving a Resolution authorizing the City to submit a grant application and accept payment for Federal Emergency Management Agency Funds related to Disaster Declaration DR-4485.

MOTION: Made by Mayor Pro Tem Elizondo, seconded by Council Member Koerner to authorize the Mayor to sign a Resolution of the City Council approving the submission for and acceptance of Federal Coronavirus Relief Funds from the Federal Emergency Management Agency related to DR-4485.

VOTE: 6-1; Motion passed. Nay: Council Member Hartpence.

F. Consideration and possible action authorizing the City Manager to sign an Interlocal Agreement with the City of San Antonio for the designation of the city's Health Authority.

MOTION: Made by Council Member Patel, seconded by Council Member Maxton to enter into an Interlocal Agreement with the City of San Antonio for the designation of the city's health authority and to authorize the City Manager to sign said Agreement.

VOTE: 7-0; Motion passed.

V. REPORTS FROM STAFF/COMMITTEES/COUNCIL

A. Tobin Maples, City Manager, provided to Council a status update of the Fireworks Celebration scheduled for July 3, 2020.

VI. CONVENE INTO EXECUTIVE SESSION

Council did not convene into Executive Session 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.
4. 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

N/A

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 7:40 PM.

ATTEST:

Garry Manitzas, Mayor

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

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

DATE: July 2, 2020

DEPARTMENT: Municipal Court

PRESENTED BY: Debbie Landrum, Municipal Court Administrator

INTRODUCTION/BACKGROUND:

Senate Bill 346 of the 86th Texas Legislation (2019) revised the amounts to be collected on both the Municipal Court Building Security Fee and the Municipal Court Time Payment Fee effective January 1, 2020. The fee amounts set by the Legislature cannot be changed at the discretion of the City, but require updates to the fee schedule within the City's applicable Ordinance. Under the authority of the State, the court has been collecting the revised fee amounts since January 1, 2020.

The Municipal Court Building Security Fee is assessed on all offenses filed in the Municipal Court, and the restricted revenue is held in the Municipal Court Building Security Fund.

The Municipal Court Time Payment Fee is due by any person convicted of an offense, is added to the case if not paid within 31 days. A portion of the fee is restricted revenue held in the Municipal Court Efficiency Fund, and the remainder is General Fund Revenue.

In an effort to bring the City into compliance, the City's Municipal Court Security Fee and time payment fee found in Appendix A; Article A6.000 of the City's code of Ordinances needs to be amended as follows:

- Effective January 1, 2020, Municipal Court Building Security Fee increased to \$4.90 from \$3.00.
- Effective January 1, 2020, Municipal Court Time Payment Fee decreased to \$15.00 from \$25.00

The first reading of this Ordinance was approved at the June 18, 2020 City Council meeting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

- 1 Ordinance brings the City into compliance with Senate Bill 346 of the 86th Texas Legislation (2019).
2. Ensures proper collection of fees.
3. Ordinance will be published in local newspaper, in accordance with City Charter.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

The fee changes will have an overall immaterial impact on the City's long-term financial plans.

LEGAL ANALYSIS:

Ordinance was reviewed and approved as to form.

RECOMMENDATION/PROPOSED MOTION:

Consent (I move to approve an Ordinance amending the City's Code of Ordinances Appendix A; Article A6.000 setting the Municipal Court Security Fee and the Time Payment Fee as established by Senate Bill 346 of the 86th Texas Legislation (2019).)

AN ORDINANCE

OF THE CITY OF FAIR OAKS RANCH AMENDING THE CITY OF FAIR OAKS RANCH CODE OF ORDINANCES APPENDIX A “FEE SCHEDULE”; ARTICLE A6.000 “MUNICIPAL COURT FEES”, PROVIDING FOR A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE

WHEREAS, in May 1999, as authorized by article 102.017 of the Texas Code of Criminal Procedure, the Fair Oaks Ranch City Council adopted an ordinance creating a Municipal Court Building Security Fund; and,

WHEREAS, Ordinance 21.4, codified under Chapter 7; Article 7.02.001 of the City’s Code of Ordinances, stipulates each defendant convicted of a misdemeanor offense in the Fair Oaks Ranch municipal court shall pay a court security fee as set forth in appendix A of the City’s code of ordinances as a cost of court; and,

WHEREAS, Local Government Code 134.103 (b)(1) increased the municipal court building security fee, effective January 1, 2020 pursuant to S.B. 346 of the 85th Texas Legislation under; and,

WHEREAS, S.B. 346 of the 86th Texas Legislation transferred, re-designated and amended Local Government Code 133.103 to the Texas Code of Criminal Procedure (CCP); Article 102.030, effective January 1, 2020; and,

WHEREAS, CCP Article 102.030 mandates a person convicted of an offense shall pay a reimbursement fee of \$15 if the person has been convicted of a felony or misdemeanor; and pays any part of a fine, court costs, or restitution, or another reimbursement fee, on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, restitution, or other reimbursement fee; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch deems it necessary to amend the City’s code of ordinances fee schedule to reflect amendments pursuant to the 86th Texas Legislation actions.

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

PART 1. Appendix A “Fee Schedule”; Article A6.000 “Municipal Court Fees” of the City’s Code of Ordinances is hereby amended as forth in the attached Exhibit A.

PART 2. That the recitals contained 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. This ordinance shall take effect immediately from and after its second reading, passage and publication as may be required by governing law.

PART 6. 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 7. 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 on first reading this 18th day of June 2020.

PASSED, APPROVED, and ADOPTED on second reading this 2nd day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

[additions shown as italics]

A. Appendix A “Fee Schedule”; Article A6.000 “Municipal Court Fees” of the City’s Code of Ordinances is hereby amended as follows:

ARTICLE A6.000 MUNICIPAL COURT FEES

- | | | | |
|-----|-----------------------------------|---------------------------------|----------------|
| (a) | Municipal court security fee: | <i>Prior to January 1, 2020</i> | \$3.00 |
| | | <i>On January 1, 2020</i> | <i>\$4.90</i> |
| (b) | Municipal court technology fee: | | \$ 4.00 |
| (c) | Municipal court time payment fee: | <i>Prior to January 1, 2020</i> | \$25.00 |
| | | <i>On January 1, 2020</i> | <i>\$15.00</i> |
| (d) | Warrant processing fee: | | \$25.00 |



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

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 2, 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 Abbott's update. Judge Wolff subsequently issued Executive Order NW-08 on May 19, 2020 to conform with Governor Abbott's Executive Order GA-23.

At this point we are presenting the Ordinance to the City Council again to discuss extension of the emergency declaration. The City Attorney has reviewed our existing Ordinance and recommended that we extend the emergency declaration and not attach any local orders. The attached ordinance accomplishes that but merely references the Governor's orders rather than attaching anything. It also does not include a penalty provision because the Governor has made it clear he does not wish to do that type of enforcement. Extending the ordinance preserves our reimbursement ability which is desirable.

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 extending the Declaration of Local Disaster to July 16, 2020.

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH AMENDING ORDINANCE 2020-15; 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, and GA-26 from April through early June 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- 1 9 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, Governor Abbott, issued revised orders GA-28 to be followed on a statewide basis effective at noon on June 26, 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, 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 hereby affirms and further amends all prior actions through the adoption of this Ordinance 2020-17.

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 and extended to 11:59 PM July 2, 2020 by City Council Ordinance 2020-15 pursuant to §418.108(b) of the Government Code, is hereby further amended superseded and extended by this Ordinance 2020-17 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 prior to the date of expiration stated herein, 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 2nd 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 16th day of July, 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



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 2, 2020

AGENDA TOPIC: 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.

DATE: July 2, 2020

DEPARTMENT: Administration

PRESENTED BY: Tobin Maples, City Manager

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch Civic Center project is currently in design phase, and will be moving forward to construction with a construction manager at risk, scheduled in Q4 of 2020.

Bringing together the City's public services and public spaces, the Civic Center will create a balance between meeting the community's service needs at one location and providing a space for civic pride and engagement. The overall objective being a design that builds a functional and attractive building that provides space for the City's administrative and public meetings while simultaneously providing a welcoming environment for Fair Oaks Ranch residents to host their own meetings and events.

The City of Fair Oaks Ranch is seeking funds of \$600,000 from the Fair Oaks Ranch Municipal Development District as this Civic Center is a highly qualified project candidate based on MDD eligibility criteria, and is highly aligned with their Missions, Goals, and Objectives.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

1. Adherence to FORMDD's process for request of funds

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Although authorizing the City Manager to apply for MDD funding for the Civic Center does not guarantee the City will be awarded funds, the potential to offset the overall cost of the Civic Center would be a direct financial benefit to residents, as the City would not need to raise taxes or utilize reserve balances.

LEGAL ANALYSIS:

No legal analysis is required for the application.

RECOMMENDATION/PROPOSED MOTION:

I move 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.

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS AUTHORIZING THE SUBMISSION OF A FUNDING APPLICATION TO THE FAIR OAKS RANCH MUNICIPAL DEVELOPMENT DISTRICT FOR CONSTRUCTION OF A CIVIC CENTER; AUTHORIZING ACCEPTANCE OF THE PAYMENT OF FUNDS FOR; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE

WHEREAS, the City Council of the City of Fair Oaks Ranch has initiated the design of a City Civic Center; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch believes the Civic Center Project to be highly aligned with the Fair Oaks Ranch Municipal Development District's Missions, Goals, and Objectives; and,

WHEREAS, the City Council of the City of Fair Oaks Ranch believes the Civic Center Project to be a qualified project candidate based on FORMDD eligibility criteria for funding.

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

The City Manager is authorized to submit a funding application to the Fair Oaks Ranch Municipal Development District for construction of a civic center, is authorized to accept payment of funds for, and is authorized to execute documents and take actions to facilitate such acceptance of FORMDD funding for the city's Civic Center project.

Passed and Approved on this the 2nd day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

AGENDA TOPIC: 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.

DATE: July 2, 2020

DEPARTMENT: Finance

PRESENTED BY: Sarah Buckelew, CPA, Finance Director and Andrew Friedman, Managing Director, Samco Capital

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch Utilities entered into a Capital Lease and performance contract with Siemens Public, Inc in March of 2014 for water meter replacements and the AMI Water Metering System Facility Improvements. The principle balance remaining on the contract is currently \$2,683,570 at an interest rate of 3.31%. With the historically low interest rates in the market at this time, staff, with the assistance of Andrew Friedman from Samco Capital have prepared a potential refinance of the Capital Lease at more favorable terms to the City. Early retirement of the lease is allowed under the contract at 102% of the unpaid principle. The Performance contract, which guarantees certain energy savings, would remain in place even after the Capital Lease is retired.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Monitoring interest rates and recapitalizing and or refinancing debt instruments to take advantage of favorable market conditions is an important role of the Finance function to ensure the City's debt capacity is utilized most efficiently.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

Including the early retirement fee of 2% as well as transaction costs, the overall savings of the refinance would be \$115,588 over a 9-year period. The interest rate would be reduced from 3.31% to 1.25%, and a certificate of obligation would carry more favorable terms to the City than the existing Capital Lease agreement. The Capital Lease was classified as a debt instrument for GASB purposes, so recapitalizing as a Certificate of Obligation will have no impact on the debt capacity for the Utility.

LEGAL ANALYSIS:

The City Attorney has reviewed the Notice of Intention and agrees as to form.

RECOMMENDATION/PROPOSED MOTION:

I move that the City Council adopt a Notice of Intention Resolution.

City of Fair Oaks Ranch, Texas
Lease Refinance Scenario - 9 Year CO

FYE (9/30)	Lease Payment	Proposed Debt Service*	Annual Savings**
2020	\$ -	\$ -	\$ -
2021	265,880	247,681	18,199
2022	354,506	343,594	10,912
2023	354,506	344,625	9,881
2024	354,506	340,625	13,881
2025	354,506	341,594	12,912
2026	354,506	342,500	12,006
2027	354,506	343,344	11,162
2028	354,506	344,125	10,381
2029	177,253	161,000	16,253
Total	\$ 2,924,675	\$ 2,809,087	\$ 115,588

* Preliminary, subject to change. Interest calculated at 1.25% for illustrative purposes only.

** Annual savings (3.95%) is shown net of all costs of issuance.

Outstanding Principal on 10/4/20	\$ 2,550,181
2% Penalty	51,004
Required Project Fund Deposit	\$ 2,601,184

\$2,700,000
CITY OF FAIR OAKS RANCH, TEXAS (THE "CITY")
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2020 (THE "OBLIGATIONS")

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

Thursday, July 2, 2020	City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations
Wednesday, July 8, 2020	First publication of the NOI in City's paper of record (at least 46 days prior to the Ordinance adoption)
Thursday, July 9, 2020	City posts Notice of Intention Resolution to the City's formal internet website (at least 45 days prior to the Ordinance adoption)
Wednesday, July 15, 2020	Second publication of the NOI in City's paper of record
Thursday, July 16, 2020	First draft of the Private Placement Memorandum ("PPM") sent to Norton Rose Fulbright, as Bond Counsel to the City, for review and comments
Wednesday, July 22, 2020	Comments on first draft of the PPM due to SAMCO Capital Markets, Inc. ("SAMCO")
Thursday, August 13, 2020	PPM, Issue Price Certificate and P&I letter sent to potential purchasers
Thursday, September 3, 2020	Bids due at noon from potential purchasers
	City Council authorizes the issuance of the Obligations
Monday, September 7, 2020	Bond Counsel sends transcript to Attorney General
Monday, September 21, 2020	Texas Attorney General releases preliminary approval letter
Wednesday, September 23, 2020	Obligations Closing; Funds wired to the City's depository bank

A RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS 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

WHEREAS, the City Council (the *City Council*) of the City of Fair Oaks Ranch, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$2,700,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing and installing energy efficient equipment and energy management control systems; (2) the purchase of materials, supplies, equipment, and machinery for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain of the net revenues derived from the operation of the City's utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code, and the City's Home Rule Charter; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Council will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Council authorizes the Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, and if the City maintains an internet website, publish such notice of intent on the City's internet website, such notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the City Council proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the City on time and in full, which may be based on the City's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Council hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS THAT:

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue the Certificates in an amount not to exceed \$2,700,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing and installing energy efficient equipment and energy management control systems; (2) the purchase of materials, supplies, equipment, and machinery for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned capital improvements. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

- SECTION 2.** The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication shall be at least forty-six (46) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates. Additionally, the City Secretary shall cause the notice described in Section 1 to be posted continuously on the City's website for at least forty-five (45) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.
- SECTION 3.** The Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.
- SECTION 4.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- SECTION 5.** All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- SECTION 6.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- SECTION 7.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.
- SECTION 8.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.
- SECTION 9.** This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the 2ND day of July, 2020.

Garry Manitzas, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, City Secretary

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

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF FAIR OAKS RANCH, TEXAS CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Fair Oaks Ranch, Texas will convene at its regular meeting place in the City Hall in Fair Oaks Ranch, Texas, at 6:30 o'clock P.M., Fair Oaks Ranch, Texas time on September 3, 2020, and, during such meeting, the City Council will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$2,700,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing and installing energy efficient equipment and energy management control systems; (2) the purchase of materials, supplies, equipment, and machinery for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues derived by the City from the operation of the City's utility system. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$4,880,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$6,620,505; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$2,809,087; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is February 1, 2029. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Chapter 1502, as amended, Texas Government Code and the City's Home Rule Charter.

- /s/ Christina Picioccio
 City Secretary,
 City of Fair Oaks Ranch, Texas



CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

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

DATE: July 2, 2020

DEPARTMENT: Public Works Department

PRESENTED BY: Oscar Michael “Mike” Garza, P.E., PTOE, General Engineering Consultant, Legacy Engineering Group – Julio Colunga, Public Works Superintendent

INTRODUCTION/BACKGROUND:

Several years ago, the City initiated a regular 5-year evaluation of all existing roadways and set in motion a database for tracking road conditions through the years. The first study, completed in 2010, initiated discussions among Council of the need for a Bond Program, and the study ultimately became the basis for the voter-approved 2014 Bond program. The second study, completed in 2015, confirmed that the City had wisely chosen roads for significant rehabilitation, and provided accurate guidance for the maintenance of other roadways. Now in 2020, the City is exactly five years from the last evaluation and should continue this pattern to collect data every five years. The City has an established goal to create a Roadway Capital Improvement Plan (CIP) which will allow us to evaluate the need for improvements through a fiscally constrained and conservative budget plan. The results of this survey will provide us with a detailed report mapping out the best plan on how to move forward responsibly and proactively. Without this first step, the City will only delay our ability to properly protect our aging infrastructure in the long-term.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

For this survey, the City’s roadway inventory will be collected with one or more Mobile Asset Collection (MAC) vehicles per the ASTM D6433 criteria. The pavement condition assessment will identify and define each distress type and its severity, extent, and treatment selection. This method of mobile data collection and pavement management reporting is repeatable and defensible across survey years, GIS-centric at its core, and a quantitative approach that relies upon standards and procedures that can be applied for pavement management optimization. All data will be formatted to meet the ASTM Standard Practice for Roads Pavement Condition Index Surveys including International Roughness Index (IRI), rutting, cracking, and faulting. Additionally, the City staff and the City’s GEC will work to develop the best plan moving forward with maintenance and repair strategies; this will allow us to strategically and effectively budget based on pavement condition forecasting and provide recommendations to Council on how to successfully preserve the City’s infrastructure.

The City of Fair Oaks Ranch will serve citizens through extending the life of City-maintained roadways through proper pavement preservation and management practices utilizing the latest technologies available.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

\$80,000 was budgeted in this year's budget to cover the cost of this project. The current scope came in at \$35,000 allowing for some budget savings. The final Pavement Preservation Program Report will identify and determine a maintenance and repair program for the existing roadway network and type of rehabilitation strategy recommended to extend pavement life cycles. The report will include tables and charts showing maintenance and repair activities based on PCI ranking (typical treatments such as surface seal, rejuvenation, Ha5, crack seal, micro surfacing, mill and overlay, FDR, CIR, etc.). The report will include budget scenarios for the entire network and reflect functional classifications as well.

LEGAL ANALYSIS:

Contractor will be required to sign and adhere to the City's Standard Professional Service 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 Road Condition Analysis at a not to exceed cost of \$35,000.00.

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 Data Transfer Solutions, 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 set forth in Exhibit “B” and 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) and accounted for in the total contract amount in Exhibit “B”. 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 C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, 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 "C".

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 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 tomados] 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 Indemnatee for the Indemnatee’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.

Section 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.

Section 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.

Section 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. Multiyear 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 \$35,000 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 this the _____ day of _____, 20____.

CITY:

By: _____
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: Allen Ibaugh
Name: Allen Ibaugh, AICP, GISP
Title: CEO

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Data Transfer Solutions, LLC
3680 Avalon Park East Blvd., Suite 200
Orlando, FL 32828

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit "A"

Scope of Services

Scope of Work
Pavement Condition Survey
Fair Oaks Ranch, Texas
June 23, 2020

Prepared by:
Data Transfer Solutions, LLC
3680 Avalon Park East Blvd., Suite 200
Orlando, FL 32828
www.dtsgis.com

Fair Oaks Ranch, Texas

Pavement Condition Survey Scope of Work

DTS (CONTRACTOR) understands the CITY maintains approximately 120 paved lane miles of roadway. For this project, DTS will collect the CITY's roadway inventory with one or more Mobile Asset Collection (MAC) vehicles per the ASTM D6433 criteria. DTS employs an approach to mobile data collection and pavement management reporting that is repeatable and defensible across survey years, GIS-centric at its core and a quantitative approach that relies upon standards and procedures that can be applied for pavement management optimization. All data will be formatted to meet the ASTM D6433-11 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys including International Roughness Index (IRI), rutting, cracking and faulting.

DTS understands the goal of the project is to provide a pavement condition assessment per the ASTM D6433 and develop Pavement Condition Index (PCI). Additionally, DTS will provide a pavement condition assessment report providing the results of the assessment and work with the CITY staff to analyze the CITY's maintenance and repair strategies; budget and pavement condition forecasting and provide recommendations for other pavement management software.

The CONTRACTOR will provide project management (Task 1) for the duration of the project, including coordinating and attending meetings via web meetings or in person with the CITY, data research and collection efforts as required, preparing weekly progress reports and schedule updates. Weekly progress reports will include the total days collected and lost due to weather or mechanical issues for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.

The CONTRACTOR will perform quality assurance and quality control (Task 2) on data collected and analyzed per the Project Quality Assurance Plan. The CONTRACTOR has a proven Quality Assurance/Quality Control (QA/QC) procedure for all MAC image collection projects. The CONTRACTOR'S QC procedures begin with the MAC vehicle collection process. For the CITY, MAC calibration sites will be established that consist of up to ten point-locations nailed, painted and surveyed in a location easily accessible to the vehicle. This calibration site will be recorded in at least two perpendicular directions at the beginning and end of each collection day.



The MAC technician will check each camera's exposure rate, image quality, GPS and IMU to ensure the system is recording the image, GPS, DMI and IMU data and that the GPS location is within the stated project tolerance.

The MAC technician will review the images collected on-screen as they are collected. Any issue with image clarity would require the collection run to end and the image quality issue to be resolved. Once resolved, the collection run can resume from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. In any case where the GPS reception is lost (measured using positional dilution of precision [PDOP]), the MAC technician will stop the collection and resolve the GPS reception issue. Collection can resume once the GPS reception issue is resolved.

Completed collection drives will be delivered to the CONTRACTOR's headquarters in Orlando for post-processing. The image QC Officer will perform quality control checks on each delivery provided. The QC Officer will also visually review the collection routes for image quality. Any collection runs that are considered low quality will be marked for recollection before the MAC vehicle is permitted to leave the CITY.

The CONTRACTOR will provide the CITY with a breadcrumb file in a GIS database that was developed from the approved centerline data file to illustrate routes that have been collected. The breadcrumb file will be provided for the CITY's review and concurrence that data collection is complete.

The results of the data collection shall be quality checked for rating consistency by the CONTRACTOR to ensure the accuracy and quality of deliverables. Additionally, deliverables will be checked for missing and/or duplicate assets. A 97% accuracy rate is expected. QC checks will be based on the batch/sample size of the delivery (see Table A below to determine sample size for the appropriate accuracy rate).

For any measurement that is needed, it must be accurate to the nearest foot. If the data has more errors than allowable, the set of data will be corrected. This process will be repeated until each set of data is within the allowable limits.

Each attribute captured for an asset counts as one unit of measure. Each physical measurement required for an asset location counts as one attribute or unit of measure. The following location information also counts as an attribute or unit of measure for each asset: Physical presence (when captured as per source = correct, not captured or missed = incorrect). In the event of a duplicate capture of an asset, the total number of attributes or units of measure for the duplicate asset(s) will be deducted from the total units of the sample set, and one error or unit of measure (incorrect physical presence) is charged. For example, a delivery results in 100 assets. Each asset has been determined to have ten attributes to be captured (including the physical presence attribute for each asset). Thus, the total units of measure for the batch size = $100 \times 10 = 1,000$. Based on the table above, to attain an expected accuracy of 97.5%, the allowable number of errors for a sample size of 80 units is ≤ 5 .

Table A. Accuracy Rates per Sample Size

Batch size			Sample Size (Normal)	Acceptance Rate (%)				
				99.0	98.5	97.5	96.0	93.5
2	to	8	2	= 0	= 0	= 0	= 0	= 0
9	to	15	3	= 0	= 0	= 0	= 0	= 0
16	to	25	5	= 0	= 0	= 0	= 0	= 1
26	to	50	8	= 0	= 0	= 0	= 1	= 1
51	to	90	13	= 0	= 0	= 1	= 1	= 2
91	to	150	20	= 0	= 1	= 1	= 2	= 3
151	to	280	32	= 1	= 1	= 2	= 3	= 5
281	to	500	50	= 1	= 2	= 3	= 5	= 7
501	to	1,200	80	= 2	= 3	= 5	= 7	= 10
1,201	to	3,200	125	= 3	= 5	= 7	= 10	= 14
3,201	to	10,000	200	= 5	= 7	= 10	= 14	= 21
10,001	to	35,000	315	= 7	= 10	= 14	= 21	= 21
35,001	to	150,000	500	= 10	= 14	= 21	= 21	= 21
150,001	to	500,000	800	= 14	= 21	= 21	= 21	= 21
500,001 +			1250	= 21	= 21	= 21	= 21	= 21

Task 3 - Project Setup

3.1 Project Initiation

After issuance of notice to proceed, the CITY and CONTRACTOR will conduct a kick-off meeting to review the project requirements, scheduling, and coordination. The kick-off meeting will include the CONTRACTOR's proposed key personnel and the CITY's project members. The CONTRACTOR will request that the CITY provide any existing database, Geographic Information System (GIS) layers and aerial imagery of street conditions and road centerlines. The project communication protocol and documentation will be reviewed during the meeting. In addition, the CITY will provide concurrence on the CONTRACTOR's Quality Assurance Plan.

3.2 GIS Centerline Review and Data Preparation

The CONTRACTOR acknowledges receipt of existing centerline data provided by the CITY. The CITY represents that it maintains approximately 120 paved lane miles of roadway. The CONTRACTOR has provided the CITY a centerline assessment which displays the roads that are included in this analysis. The CONTRACTOR will use the centerline approved in the centerline assessment for data collection planning.

The CITY will provide a copy of the existing pavement database for CONTRACTOR to use

segmentation and classification information. The CONTRACTOR will import the existing pavement management related data, such as pavement width, pavement type, etc. to a database and prepare for data collection.

The pavement condition assessment will identify and define each distress type and its severity, extent and treatment selection (based on the ASTM-D6433 testing methodology for roads and parking lots). A five-laser surface profiling system on the MAC vehicle will evaluate the ride quality of the pavement and report an IRI value in accordance with ASTM E950 and AASHTO R43-07.

Task 3 Deliverable:

- The CONTRACTOR will provide the CITY with a centerline assessment document for review and approval.

Task 4 – Data Collection

The CONTRACTOR will collect roadway data and images for the CITY's 120 paved lane miles of roadway using a MAC data collection vehicle.

4.1 System Setup and Mobilization

The CONTRACTOR will set up the data collection system and pavement management system so that all GIS and database system data are integrated and properly configured. The CONTRACTOR will mobilize one or more MAC vehicles to the CITY's site.

4.2 Field Data and Image Capture

The CONTRACTOR team includes a driver and operator who will systematically drive the MAC vehicle on the road segment listings provided by the CITY. The CONTRACTOR will collect pavement data with two-way roads receiving two passes and one-way roads receiving a single pass per lane. CONTRACTOR will collect the outside lane in each direction in four-lane roads, and the outside and inside lanes in each direction in six-lane roads. The CONTRACTOR proposes to use its MAC vehicle line scan camera with laser illumination and four right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.



DTS MAC Vehicle

The CONTRACTOR'S MAC vehicles are equipped with the following equipment that meets the requirements to provide PCI and IRI data:

- **High-resolution right-of-way digital cameras** – Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution
- **Laser Road Imaging System (LRIS) pavement imaging system** – collects high-definition pavement images used to extract distress type severity and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution
- **ApplanixPOS220V inertial measuring unit (IMU)** – centimeter-level positioning of MAC van during collection
- **DMI equipment** – distance measuring instrument used for system integration
- **GPS equipment** – used for mapping level positioning of the vehicle, heading information and positional tagging of images (2 positional units, 1 differential unit)
- **Servers** – on board servers for storing data, processing images and storing profiler, GPS, DMI and IMU data
- **Surface (road) profiler** – used for precise pavement ride and rut measurement

The MAC system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently as well as imagery for roadway assets including signs, sidewalks, ramps, pavement marking, pavement striping, street lights, curb and gutter, signals, fire hydrants, inlets, valves and manholes.

Task 4 Deliverables:

- The CONTRACTOR will provide right-of-way imagery for all segments collected in a JPEG format.

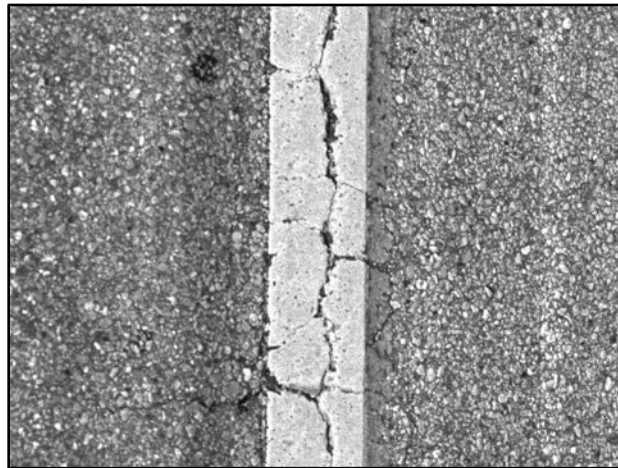
- The CONTRACTOR will provide downward-facing pavement imagery in a georeferenced JPEG format for all segments collected.

Task 5 – Data Analysis

5.1 Pavement Surface Imaging Rating

The CONTRACTOR's MAC vehicles' pavement imaging sensors are oriented from nadir (straight- down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- The CONTRACTOR will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to clearly detect and quantify distresses.
- Pavement surface imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe and will provide 100% continuous pavement coverage.
- Image resolution will be such that all visual cracking distresses can be accurately identified and quantified.
- Images will have a minimum horizontal resolution of 4,000 pixels or better.
- Images will be synchronized with the CITY's centerline file.
- The CONTRACTOR will collect the longitudinal profile and IRI to provide a ride condition index for each segment.



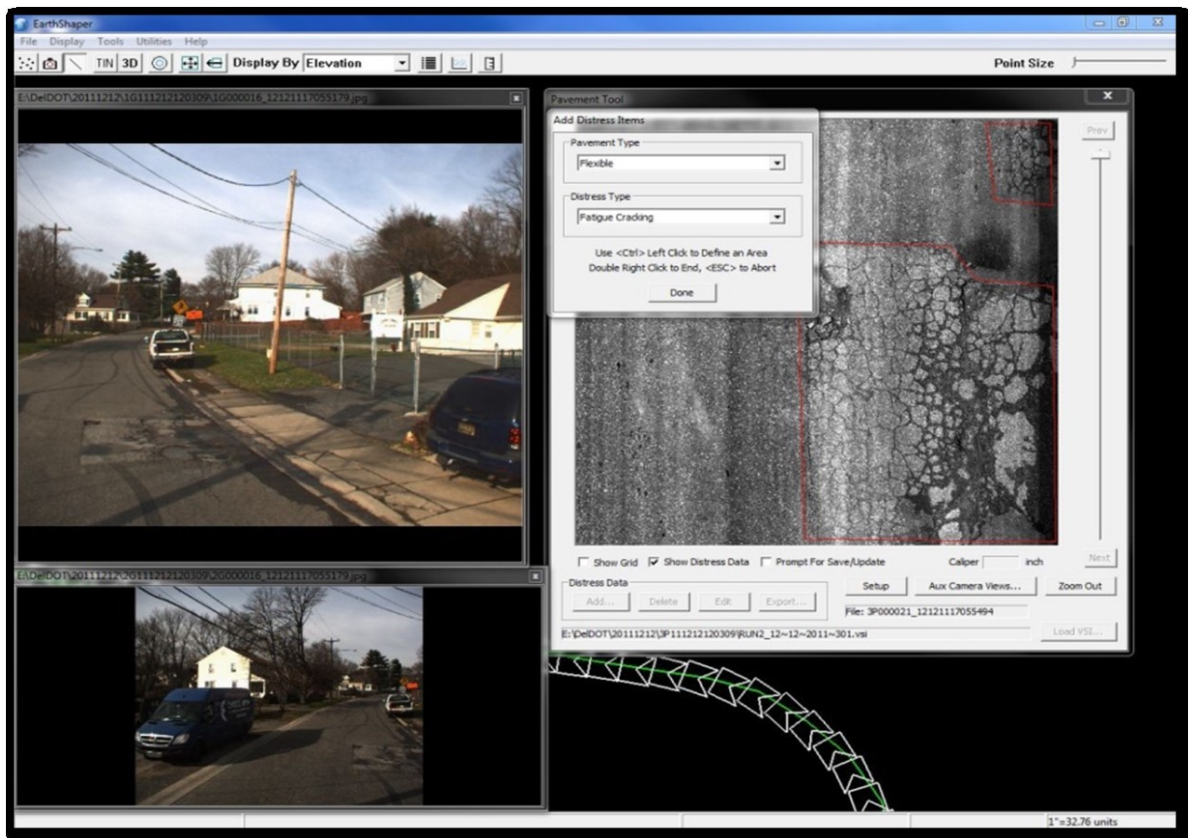
Pavement image captured with the 4K LRIS

5.2 Pavement Condition Evaluation

With the pavement image collection started, the CONTRACTOR will begin processing pavement images. This allows the CONTRACTOR to begin the pavement distress rating

process concurrent with the image collection.

Once pavement images and distress mapping processing are complete for each collection day, the CONTRACTOR'S experienced pavement evaluators will review each street segment's images for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process which includes 19 distress factors. The EarthShaper™ software allows distress vectors to be viewed and edited through this workflow. The CONTRACTOR has designed the EarthShaper asset data extraction software by optimizing the performance of visualization/QC of the roadway condition and inventory data.



Pavement condition evaluation within the EarthShaper™ software

The IRI will be collected using profiler equipment that meets ASTM E950 standards. The CONTRACTOR utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement.

Task 5 Deliverables:

- The CONTRACTOR will provide a geodatabase of distresses containing the type, severity and extent of distresses along the road segment as defined by the ASTM D6433 sampling methodology along with sample locations.

- CONTRACTOR will provide a report including PCI values, and IRI values in an Excel spreadsheet.
- The CONTRACTOR will provide an industry-standard format database (Esri file geodatabase, Access database, SQL database) to the CITY containing collected pavement data including PCI values and IRI values.

Task 6 – Draft and Final Report

Once the PCI has been calculated, the CONTRACTOR and CITY will confer on the specific elements and content of the report. The title of the report is: Pavement Management Program Report (hereafter referred to as “Report”). The Report will include an executive summary, description of the methods used to collect and assess the conditions, and the results of the PCI and IRI analyses including figures, graphs and tables displaying the breakdown of the City’s PCI network, network PCI based on surface type, PCI distribution, IRI category ranges by miles, IRI distribution, and breakdown of the types of distresses.

The CONTRACTOR will work with the CITY on lifecycle modeling, maintenance and rehabilitation family updates, and budget scenarios. The CITY will provide construction dates, or last date of major rehabilitation/reconstruction in order to create deterioration curves. The CONTRACTOR will import the CITY’s pavement condition assessment data into the VUEWorks Asset Management Software (AMS) and complete one iteration of three budget scenarios, and one modification, if necessary. Budgets can be established as one overall fee, set as specific funds for various treatments, or set as an open budget to determine the amount needed to meet a constraint or goal.

The final Pavement Management Program Report shall identify and determine a M&R program for the roadway network, and type of rehabilitation strategy recommended to extend pavement life cycle: Tables and charts showing M&R activities based on PCI ranking (typical treatments [surface seal, rejuvenation, Ha5, crack seal, micro surfacing, mill and overlay, FDR, CIR, etc.]). Report shall include budget scenarios for the entire network and reflect functional classifications. The report shall be presented in a single comprehensive document which should include findings generated as part of other tasks described herein.

Task 6 Deliverable:

- The CONTRACTOR will import the CITY’s pavement condition assessment data into the VUEWorks AMS and complete one iteration of budget scenarios, and one modification, if necessary. Additional modifications can be requested and will require adjustments to the project schedule and cost estimate.
- The CONTRACTOR will deliver a final report in an electronic format (PDF).

Exhibit "B"

Compensation

**City of Fair Oaks Ranch, Texas
Pavement Condition Survey**

Task	Description	Units	Unit Cost	Fee
1a	Centerline Review and Analysis ¹	1	\$ 1,750.00	\$ 1,750.00
1b	Mobilization (Waived if collected with other work in the San Antonio area)	1	\$ 5,000.00	\$ 5,000.00
2a	Mobile Image Data Collection of Pavement and ROW Imaging (Units = Centerline Miles) ²	60	\$ 120.00	\$ 7,200.00
2b	Pavement Condition Index Survey ASTM D6433 (Units = Centerline Miles)	60	\$ 120.00	\$ 7,200.00
3	Pavement Width (Units = Centerline Miles)*	60	\$ 20.00	\$ 1,200.00
4	Pavement Condition Final Report	1	\$ 12,500.00	\$ 12,500.00
				\$ -
Based on 60 Centerline Miles				
Fee Total³				\$ 34,850.00

¹Assumes centerline file will be provided in GIS.

²All roads driven in both directions.

³Billing will be monthly, lump sum based on percent complete for each task.

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2020

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102421774-DTS...GAWE-19-20 NOC	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Ins Co INSURER C: National Union Fire Ins Co. of Pittsburgh PA INSURER D: INSURER E: INSURER F:
INSURED Data Transfer Solutions, LLC 3680 Avalon Park Blvd., Suite 200 Orlando, FL 32828	NAIC # 16535 26247 19445

COVERAGES

CERTIFICATE NUMBER:

ATL-005076831-01

REVISION NUMBER: 3

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLO 0137576-05	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP013757505	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			AUC 9304209-17	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC013757705	10/15/2019	10/15/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (claims made policy)			15808715 (See additional page)	04/30/2020	04/30/2021	Limit: Per Claim \$ 1,000,000 Annual Aggregate: \$ 1,000,000

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

Re: City of Fair Oaks Ranch Pavement Condition Survey

The Certificate Holder is included as additional insured where required by written contract with respect to general liability and auto liability coverages. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fair Oaks Ranch, Texas
2517 N. Main Avenue
San Antonio, TX 78212

CANCELLATION

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Data Transfer Solutions, LLC 3680 Avalon Park Blvd., Suite 200 Orlando, FL 32828
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	\$-	\$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-05	10/15/2019	10/15/2020	10/15/2019	28235000	\$-	\$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019
Insured: Data Transfer Solutions

Policy No.: WC-0137577-05

Endorsement No.
Premium \$

Insurance Company: Zurich American Insurance Company



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 2, 2020

AGENDA TOPIC: 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

DATE: July 2, 2020

DEPARTMENT: Public Works Department

PRESENTED BY: Julio Colunga, Public Works Superintendent

INTRODUCTION/BACKGROUND:

The City of Fair Oaks Ranch owns and operates the Water Plant # 2 facility located at the northwest corner of Pintado Lane and Royal Ascot Lane. The plant was originally built and put into operation in 1979 and has been modified over the years to continue to serve the community as the City has grown. As the community continues to experience growth and expansion, the infrastructure also needs to grow and expand to meet the increasing demands. This facility, in conjunction with the Elmo Davis Pump Station, currently serves approximately 1100 connections in Pressure Zone C which represents approximately 40% of the City of Fair Oaks Ranch's total connections. In a September 2017 letter, the TCEQ notified the City about an issue in Pressure Zone C. Chapter 290 of the TCEQ regulations has requirements for the minimum amount of pressure tank capacity a water system must have based on the number of connections. Pressure tank capacity in Zone C exceeds 95% of the available capacity which takes the city out of compliance for status as a Superior Water System. The buildout of Pressure Zone C is approximately 1,170 connections which will exceed the available storage capacity.

The TCEQ required the City to prepare a planning report to detail the City's plan to meet TCEQ Chapter 290 requirements. The City consulted with the Water and Wastewater Master Plan consultant on recommended actions. In November 2017, the City sent a letter to the TCEQ identifying the City's plan to construct a new hydropneumatic tank at Plant #2 to meet the TCEQ requirements.

This project is included in the master plan and will include the replacement of the existing 5,000-gallon hydropneumatic tank with a new 9,000-gallon hydropneumatic tank to increase the facility's pressure storage capacity, the replacement of two (2) 350-gpm pumps with two (2) 400-gpm pumps to increase the pumping capacity, and associated piping reconfiguration to accommodate the new pumps and VFD drives and starters the City plans to install. As part of this effort, the design consultant will also handle all necessary electrical improvements and required TCEQ permitting.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

This project will address the deficiencies the TCEQ has noted in their July 2017 inspection report by bringing the storage capacity in the hydropneumatic tanks up to the required level and will provide the City the ability to grow into the facility as growth continues throughout the area. The new pumping capacity will allow the city to meet and exceed the current demand and provide

distribution capacity for future growth. The new VFD drives will improve operations of the facility and decrease maintenance costs associated with damaging water hammer resulting in service outages and costly pump repairs.

LONG-TERM FINANCIAL & BUDGETARY IMPACT:

This project is a multi-year project. The total projected cost over two years is \$409,810, of which \$45,000 is budgeted for Fiscal Year 19-20 and \$364,810 is proposed to be budgeted for Fiscal Year 20-21. Although this engineering contract is for \$108,026, we are only projected to incur \$45,000 of the contract during the current fiscal year. The remaining \$63,026 will be incurred in the next fiscal year's budget, and is subject to that budget being approved.

LEGAL ANALYSIS:

Contractor will be required to sign and adhere to the City's Standard Professional Service 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 Water Plant # 2 consulting services with CP&Y at a not to exceed cost of \$108,026.00.

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 CP&Y, Inc. (“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 set forth in Exhibit “B” and 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) and accounted for in the total contract amount in Exhibit “B”. 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 C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, 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 "C".

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 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.

Section 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.

Section 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.

Section 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. Multiyear 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 \$45,000 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 this the _____ day of _____, 2020.

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

with a copy to:

City Attorney

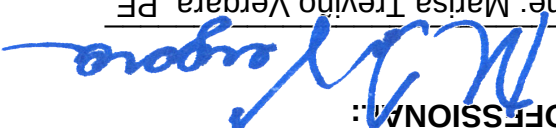
City of Fair Oaks Ranch, Texas

Attn: Charles E. Zech

2517 N. Main Avenue

San Antonio, Texas 78212

PROFESSIONAL:

By: 

Name: Marisa Treviño Vergara, PE

Title: Senior Vice President

PROFESSIONAL

CP&Y, Inc.

Attn: Marisa Treviño Vergara, PE

1820 Regal Row, Suite 200

Dallas, Texas 75235

EXHIBIT A

SCOPE OF WORK

WATER PLANT 2 UPGRADES

PROJECT UNDERSTANDING

The project is located within the City of Fair Oaks Ranch, Texas (Fair Oaks Ranch) at Plant 2 which is located at the northwest corner of Pintado Lane and Royal Ascot Lane. The project will be phased to reduce impact to residents and will include improvements to increase pumping capacity and increase hydropneumatic tank capacity to meet future needs.

The project will include the following:

- Removal of the existing hydropneumatics tank
- Installation of new 9,000-gallon hydropneumatic steel tank
- Associated yard piping and valving for hydropneumatics tank addition
- New Compressor
- Electrical improvements to include new VFD Drives and new starters
- Installation of two new 400 gpm pumps
- Mechanical piping to accommodate new pumps
- TCEQ Permitting

A. SCOPE OF WORK

CP&Y will provide the following professional services:

Task 1: Project Management

1.1 Project Management and Coordination

Project Management services will include coordination and communication between the CP&Y Project Manager and Fair Oaks Ranch personnel and, between the CP&Y Project Manager and the Project Design Team throughout the design and construction phases of the project.

1.2 Project Meetings

CP&Y will participate in a monthly conference call during the active design phase of the project. Decisions and assumptions from the weekly calls will be summarized in a decision log and sent to Fair Oaks Ranch.

1.3 Invoicing

Invoicing services include the overall administration of the design project to include project controls, contracting, subcontracting, monthly invoicing and monthly status reporting.

Task 2: Preliminary Studies

2.1 Preliminary Site Plan Drawing

CP&Y will prepare the preliminary site plan to include horizontal layout of the proposed, hydropneumatic tank and pump station modifications. A preliminary layout of the yard-piping and connections will be

shown to illustrate the anticipated connection points to the existing distribution system of Fair Oaks Ranch. The layouts will include approximate slab dimensions and finish floor elevations.

CP&Y will participate in two meetings to discuss to discuss electrical modifications, site plan layout and operation of the hydropneumatic tank and pump improvements.

2.2 Geotechnical Services

Rock Engineering and Testing Laboratory, Inc. (Rock) has been engaged to perform (1) geotechnical exploration to a depth of 30-ft below the existing ground surface. The Geotech will perform a geotechnical foundation recommendation for the proposed tank.

2.3 Survey Services

CP&Y will perform topographical surveying services for the project. CP&Y will establish a benchmark outside of the project limits, perform a topographical survey of the natural and man-made features and perform a level B utility survey on the existing utility lines in the project area. A boundary survey will not be included as part of the scope of work.

CP&Y will also create an exhibit of the existing pump station showing the existing piping, valving and related appurtenances.

2.4 Subsurface Utility Engineering (SUE)

CP&Y will perform Level B to provide horizontal locations of existing yard piping from within Plant 2. Information will be summarized within the 90% Design files. Quality Level A will be included under the supplemental services tasks.

Task 3: 90% Design Phase

3.1 Drawings

CP&Y will develop construction drawings based on engineering analysis and design for the project and will generally include the following sheets/disciplines:

- Cover Sheet (Sheet index)
- General Notes Sheets (List of Abbreviations and Legend)
- Survey Benchmark Sheet
- Demolition Sheet and Notes
- Site Plan and Dimensional Control Sheet
- Pump Modification Layout Sheets
- Yard Pipe Sheet
- Water Details
- Erosion and Sedimentation Control Sheet and Details
- Hydropneumatic Tank Layout, including elevations and structural sheets
- Electrical Sheets
- Instrumentation Sheets
- Site Civil Details

Grubb Engineering, Inc. (GEI) Inc has been engaged to assist in electrical design and modifications to accommodate the proposed pumps and VFDs.

3.2 Specifications

CP&Y will prepare technical specification for the project based on standard City of Fair Oaks Ranch, City of San Antonio, Bexar County or TxDOT Specifications. Where standard specifications cannot be utilized, CP&Y will develop Construction Specification Institute (CSI) specifications using the 6-digit – 50 division arrangement.

3.3 Engineer's Opinion of Probable Construction Cost (OPCC)

CP&Y will prepare an OPCC (Class 2 Estimate) based on historical bid tabs of similar-sized projects and adjusted based on market trends and inflation.

3.4 QA/QC

CP&Y will review the design, completeness and accuracy of the drawings and specifications of the 90% submittal. Submittal review will be performed by a senior-level staff not part of the day-to-day operation of the project.

3.5 Submittal

The 90% documents will be submitted in PDF Format, electronically. CP&Y will submit the following items for the 90% submittal:

- Engineering drawings
- Draft Bid Proposal
- Draft Geotechnical Report
- OPCC
- Updated Construction Schedule
- Draft Permits

3.6 90% Design Review Meeting

CP&Y will participate in a 90% Design Review Meeting to discuss comments and direction from Fair Oaks Ranch.

TASK 4: 100% Phase

4.1 Plans and Specifications

CP&Y will update the plans and specifications based on Fair Oaks Ranch comments from the 90% review. CP&Y will sign and seal the plans.

4.2 Engineer's Opinion of Probable Construction Cost (OPCC)

CP&Y will prepare a final OPCC update (Class 1 Estimate) to reflect the latest Fair Oaks Ranch Comments.

4.3 Submittal

The 100% documents will be submitted in PDF Format, electronically. CP&Y will submit the following items for the 100% submittal:

:

- Engineering drawings (Signed and Sealed)
- Specifications (Signed and sealed)
- 100% OPCC
- Construction schedule
- Response to comments letter
- Final Permit Submittals

4.4 Design Review Meeting

CP&Y will participate in a Design Review Meeting to discuss comments from Fair Oaks Ranch.

TASK 5: Permitting and TCEQ Compliance

5.1 General Permits

CP&Y will prepare and make available the following supporting documentation/permits:

- TCEQ Stormwater Pollution Prevention Plan: Plans and Details

5.2 TCEQ Reporting and Compliance

CP&Y will prepare and submit a technical memorandum summarizing the improvements performed at Plant 2. The following topics will be addressed:

- | | |
|---|--|
| ▪ Summary of recent compliance history | ▪ Description of improvements |
| ▪ Summary of present and future demands | ▪ Copy of the plans and specifications |

TASK 6: Bid Phase

6.1 Pre-Bid Conference

CP&Y will attend a pre-bid conference drafting an agenda, sign-in-sheet and meeting minutes.

6.2 Contractor's Questions

CP&Y will respond to written questions concerning the design intent of the plans and specifications.

6.3 Addenda

CP&Y will prepare one addenda to clarify, correct or change the bid documents.

6.4 Evaluation of Bids and Recommendation of Bid Award

CP&Y will review and process the bid tabulation and will perform reference checks on the bidder. CP&Y will summarize the results in a letter to Fair Oaks Ranch.

TASK 7: Construction Phase

7.1 Pre-Construction Conference

CP&Y will attend a pre-construction conference to address any questions and provide input as necessary.

7.2 Construction Site Visits and Progress Meetings

CP&Y will attend up to six monthly construction progress meetings with the contractor and Fair Oaks Ranch staff. CP&Y will lead the progress meetings, prepare agenda and provide meeting minutes for each meeting.

7.3 Shop Drawings/Submittals Review

CP&Y will review and respond to shop drawing submittal for conformance with the project plans and specifications.

CP&Y will review preliminary and final Operations and Maintenance manuals for new equipment.

7.4 Requests for Information (RFIs)

CP&Y will review and respond to RFIs concerning the project construction.

7.5 Requests for Proposals (RFPs)

CP&Y will prepare RFPs requested by Fair Oaks Ranch. The RFPs will include developing RS Means Estimates for the proposed construction.

7.6 Facility Start-up

CP&Y and GEI will participate in a half-day (up to four hours) Facility start-up meeting to participate in the contractor's start-up and testing of the hydropneumatic tank and pump station improvements.

7.7 Substantial and Final Completion Walk Through

CP&Y will conduct a substantial completion walkthrough and generate a letter punch list of remaining items.

CP&Y will conduct a final completion walk-through and generate a final payment letter to Fair Oaks Ranch.

7.8 Record Drawings

CP&Y will prepare record drawings developed from the contractors and inspector field notes.

TASK 8: Supplemental Services

CP&Y is providing the following supplemental tasks to support the engineering basic design services. These items will help cover design effort unknown to the design team at the drafting of this proposal. These tasks will be negotiated and approved with the City prior to commencing.

8.1 Supplemental Electrical Services

Grubb engineering will perform supplemental electrical engineering services and may include the following:

- Additional Electrical Equipment replacement
- Generator sizing and coordination
- Additional Construction Site Visits

8.2 Subsurface Utility Exploration

CP&Y will perform one Level A one test hole to locate one subsurface structure.

B. ASSUMPTIONS

The following assumptions were used in the completion of this proposal:

- i) Fair Oaks Ranch Master planning will provide hydraulic input and validation of the distribution system during the 90% Design Phase.
- ii) No disinfection chemical feed is required at this site.
- iii) The project design will not require TCEQ permit exceptions.

C. EXCLUSIONS

- i) Hydraulic modeling of the water distribution system is not part of this project. The distribution operational pressures will be provided by Fair Oaks Ranch.
- ii) Site improvements outside of the project limits.

D. SCHEDULE

The anticipated project schedule has been attached.

EXHIBIT B

ENGINEERING FEE

WATER PLANT 2 UPGRADES

(May 20, 2020)

TASKS		QA/QC (Principal)		Project Manager		Senior Engineer		Structural Engineer		Engineer		EIT		CADD Technician		Project Assistant		Accountant		CP&Y Labor Total		Grubb	Rock	CPY Survey	CPY SUE	Task Total
		\$236		\$212		\$190		\$185		\$150		\$120		\$105		\$105		\$95		Hours	\$	\$	\$	\$	\$	\$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
DESIGN PHASE SERVICES																										
Task 1	Project Management																									
1.1	Project Management & Coordination	2	\$472	8	\$1,696	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$420	0	\$0	14	\$2,588					\$2,588
1.2	Project Meetings	0	\$0	4	\$848	8	\$1,520	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,368					\$2,368
1.3	Invoicing	0	\$0	6	\$1,272	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,140	18	\$2,412					\$2,412
Total for Task 1 - Project Management		2	\$472	18	\$3,816	8	\$1,520	0	\$0	0	\$0	0	\$0	0	\$0	4	\$420	12	\$1,140	\$44	\$7,368					\$7,368
Task 2	Preliminary Studies																									
2.1	Preliminary Site Plan Drawing	0	\$0	0	\$0	12	\$2,280	0	\$0	0	\$0	24	\$2,880	0	\$0	0	\$0	0	\$0	36	\$5,160	\$966				\$6,126
2.2	Geotechnical Services	0	\$0	0	\$0	0	\$0	2	\$370	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$370		\$3,000			\$3,370
2.3	Survey Service/QC	0	\$0	0	\$0	2	\$380	0	\$0	0	\$0	2	\$240	4	\$420	0	\$0	0	\$0	8	\$1,040			\$3,500		\$4,540
2.4	SUE Services Quality Level B	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	4	\$420	0	\$0	0	\$0	6	\$660				\$3,000	\$3,660
Total for Task 2 - Preliminary Studies		0	\$0	0	\$0	14	\$2,660	2	\$370	0	\$0	28	\$3,360	8	\$840	0	\$0	0	\$0	\$52	\$7,230	\$966	\$3,000	\$3,500	\$3,000	\$17,696
Task 3	90% Design Phase																									
3.1	Drawings	0	\$0	2	\$424	8	\$1,520	8	\$1,480	0	\$0	32	\$3,840	80	\$8,400	0	\$0	0	\$0	130	\$15,664	\$6,070				\$21,734
3.2	Specifications	0	\$0	0	\$0	4	\$760	0	\$0	0	\$0	8	\$960	0	\$0	6	\$630	8	\$760	26	\$3,110					\$3,110
3.3	EOPCC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$960	0	\$0	0	\$0	0	\$0	8	\$960					\$960
3.4	QA/QC	0	\$0	4	\$848	1	\$190	1	\$185	0	\$0	0	\$0	8	\$840	0	\$0	0	\$0	14	\$2,063					\$2,063
3.5	Submittal	0	\$0	0	\$0	1	\$190	0	\$0	0	\$0	1	\$120	1	\$105	0	\$0	0	\$0	3	\$415					\$415
3.6	Design Review Meeting	0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,184					\$1,184
Total for Task 3 - 90% Design Phase		0	\$0	8	\$1,696	18	\$3,420	9	\$1,665	0	\$0	49	\$5,880	89	\$9,345	6	\$630	8	\$760	\$187	\$23,396	\$6,070	\$0	\$0	\$0	\$29,466
Task 4	100% Design Phase																									
4.1	Plans and Specifications	0	\$0	2	\$424	4	\$760	2	\$370	0	\$0	24	\$2,880	40	\$4,200	2	\$210	4	\$380	78	\$9,224	\$3,552				\$12,776
4.2	EOPCC	0	\$0	0	\$0	2	\$380	0	\$0	0	\$0	8	\$960	0	\$0	0	\$0	0	\$0	10	\$1,340					\$1,340
4.3	Submittal	0	\$0	2	\$424	2	\$380	0	\$0	2	\$300	2	\$240	8	\$840	0	\$0	0	\$0	16	\$2,184					\$2,184
4.4	Design Review Meeting	0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,184					\$1,184
Total for Task 4 - 100% Design Phase		0	\$0	6	\$1,272	12	\$2,280	2	\$370	2	\$300	34	\$4,080	48	\$5,040	2	\$210	4	\$380	\$110	\$13,932	\$3,552	\$0	\$0	\$0	\$17,484
Task 5	Permitting																									
5.1	Permitting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	0	\$0	0	\$0	0	\$0	2	\$240					\$240
5.2	TCEQ Compliance	0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	24	\$2,880	0	\$0	0	\$0	0	\$0	30	\$4,064					\$4,064
Total for Task 5 - Permitting		0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	26	\$3,120	0	\$0	0	\$0	0	\$0	\$32	\$4,304	\$0	\$0	\$0	\$0	\$4,304
Task 6	Bid Phase																									
6.1	Pre-Bid Conference	0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,184	\$444				\$1,628
6.2	Contractor's Questions	0	\$0	0	\$0	8	\$1,520	0	\$0	6	\$900	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,420					\$2,420
6.3	Addenda	0	\$0	0	\$0	8	\$1,520	0	\$0	0	\$0	0	\$0	4	\$420	0	\$0	0	\$0	12	\$1,940					\$1,940
6.4	Bid Evaluation and Award	0	\$0	0	\$0	1	\$190	0	\$0	4	\$600	0	\$0	0	\$0	0	\$0	0	\$0	5	\$790					\$790
Total for Task 6 - Bid Phase		0	\$0	2	\$424	21	\$3,990	0	\$0	10	\$1,500	0	\$0	4	\$420	0	\$0	0	\$0	\$37	\$6,334	\$444	\$0	\$0	\$0	\$6,778
Task 7	Construction Phase																									
7.1	Pre Construction Conference	0	\$0	2	\$424	4	\$760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,184	\$1,908				\$3,092
7.2	Construction Site Visits (Up to Six Meetings)	0	\$0	0	\$0	12	\$2,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,280					\$2,280
7.3	Shop Drawings	0	\$0	0	\$0	8	\$1,520	2	\$370	0	\$0	8	\$960	0	\$0	0	\$0	0	\$0	18	\$2,850					\$2,850
7.4	RFIs	0	\$0	0	\$0	8	\$1,520	0	\$0	0	\$0	4	\$480	0	\$0	0	\$0	0	\$0	12	\$2,000					\$2,000
7.5	Request for Proposals	0	\$0	0	\$0	2	\$380	0	\$0	0	\$0	2	\$240	0	\$0	0	\$0	0	\$0	4	\$620					\$620
7.6	Facility Start-up	0	\$0	0	\$0	4	\$760	0	\$0	4	\$600	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,360					\$1,360
7.7	Substantial & Final Completion Walkthrough (Up to 2 Visits)	0	\$0	2	\$424	6	\$1,140	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,564					\$1,564
7.8	Record Drawings	0	\$0	0	\$0	1	\$190	0	\$0	1	\$150	0	\$0	12	\$1,260	0	\$0	0	\$0	14	\$1,600					\$1,600
Total for Task 7 - Construction Phase		0	\$0	4	\$848	45	\$8,550	2	\$370	5	\$750	14	\$1,680	12	\$1,260	0	\$0	0	\$0	\$82	\$13,458	\$1,908	\$0	\$0	\$0	\$15,366
PROJECT TOTAL		2	\$472	40	\$8,480	122	\$23,180	15	\$2,775	17	\$2,550	151	\$18,120	161	\$16,905	12	\$1,260	24	\$2,280	\$44	\$76,022	\$12,940	\$3,000	\$3,500	\$3,000	\$98,462

PROJECT TOTALS:

QA/QC		Project Manager		Senior Engineer		Structural Engineer		Engineer		EIT		CADD Technician		Project Assistant		Accountant		CP&Y Labor Total		Grubb	Rock	CPY Survey	CPY SUE	Task Total
Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$					\$
2	\$472	40	\$8,480	122	\$23,180	15	\$2,775	17	\$2,550	151	\$18,120	161	\$16,905	12	\$1,260	24	\$2,280	\$44	\$76,022	\$12,940	\$3,000	\$3,500	\$3,000	\$98,462

BASE SERVICES FEES

Labor Total:	\$82,522
Subs/ODCs:	\$15,940
Total Fee for Base Services	\$98,462

Task 8	Supplemental Services																									
8.1	Electrical Design	0	\$0	4	\$848	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0	0	\$0	4	\$848	\$6,216				\$7,064
8.2	SUE Services Quality Level A	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$2,500		\$2,500
	Total for Task 8 - Supplemental Services	0	\$0	4	\$848	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$848	\$6,216	\$0	\$0	\$2,500	\$9,564

FAIR OAKS RANCH WATER PLANT 2 UPGRADES Accelerated

To Accelerate and Truncate the schedule, we would recommend the following steps:

	Task Name	Duration	Calendar Day Duration	Start	Finish	Predecessors	Q2			Q3			Q4			Q1			Q2		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Notice to Proceed	0	1	Monday, June 29, 2020	Monday, June 29, 2020																
2	Site Plan Layout	20d	26	Monday, June 29, 2020	Friday, July 24, 2020	1															
3	Survey	20d	26	Monday, June 29, 2020	Friday, July 24, 2020	1															
4	Geotechnical Services	20d	26	Monday, June 29, 2020	Friday, July 24, 2020	1															
5	Site Plan Preparation	5d	5	Monday, June 29, 2020	Friday, July 3, 2020	1															
6	FOR Review	5d	5	Monday, July 6, 2020	Friday, July 10, 2020	5															
7	90% Design Phase	94d	130	Monday, July 13, 2020	Thursday, November 19, 2020																
8	90% Design and Specs	15d	19	Monday, July 13, 2020	Friday, July 31, 2020	6															
9	FOR Review	7d	9	Monday, August 3, 2020	Tuesday, August 11, 2020	8															
10	Submit to TCEQ for Review	72d	100	Wednesday, August 12, 2020	Thursday, November 19, 2020	9															
11	100% Phase	45d	63	Wednesday, August 12, 2020	Tuesday, October 13, 2020																
12	100% Design and Specs	30d	42	Wednesday, August 12, 2020	Tuesday, September 22, 2020	9															
13	FOR Review	15d	21	Wednesday, September 23, 2020	Tuesday, October 13, 2020	12															
14	Bid Phase Services	44d	62	Friday, October 23, 2020	Wednesday, December 23, 2020																
15	Bid	22d	32	Friday, October 23, 2020	Monday, November 23, 2020	10FS -20d															
16	Award	22d	30	Tuesday, November 24, 2020	Wednesday, December 23, 2020	15															
17	Construction Phase	130d	182	Thursday, December 24, 2020	Wednesday, June 23, 2021	16															
18		270d																			

CP&Y proposes to prepare the Site Plan based on Lidar and GIS. The Most crucial layout will be the pump station piping layout which will be delineated by CP&Y staff.

To avoid surprises, we will coordinate early with TCEQ on the proposed improvements. We are requesting two reviews from TCEQ: Construction Plan Review and Pump Station Capacity Increase.

Since we are not increasing any water service connections or asking for any variances, we anticipate 60-calendar days for TCEQ Approval on the construction plans. Pump Station and System improvement Approval may take upto 100-Calendar Days. We may submit the report early to TCEQ with the plans to follow.

We anticipate System Shutdowns for the pump station modifications to occur during February time frame.

We would recommend to advertise after once TCEQ approves the construction plans.



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS
ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

March 10, 2020

CP&Y
12500 San Pedro, Ste 450
San Antonio, TX 78216

Attention: Joel Valdez, PE, CFM

**SUBJECT: PROPOSAL TO PERFORM A SUBSURFACE INVESTIGATION
FOR THE PROPOSED HYDROPNEUMATIC TANK
28129 ROYAL ASCOT DRIVE
BOERNE, TEXAS
RETL Proposal Number: P030920E**

Introduction

Rock Engineering and Testing Laboratory, Inc. (RETL) is pleased to provide this proposal to perform a subsurface investigation for the proposed Hydropneumatic Tank to be constructed at the existing Pump Station located at 28129 Royal Ascot Drive in Boerne, Texas. It is understood the project will include removing the existing hydropneumatic tank and installing a new 9,000-gallon steel hydropneumatic tank.

Based on the project information provided, RETL proposes to perform one (1) test boring at the site drilled to a depth of 30-feet below the existing ground surface. The subsurface investigation, laboratory testing program, and geotechnical engineering scope of work will be as follows:

Scope of the Subsurface Investigation

The fieldwork will consist of the following:

- **RETL requests that the project area be free of obstructions that may impede the mobility of the drill rig prior to the arrival of the drilling crew.**
- **RETL requests that utilities inside the facility be located and marked within the project area.**
- RETL will notify the "Texas 811 System" to locate underground utilities within the proximity of the boring location.
- One (1) test boring will be completed to a depth of 30-feet.
- Soil samples will be obtained at 2-foot intervals to 10-feet and 5-foot intervals thereafter.
- Groundwater observations will be made during the drilling operations.
- The borehole will be backfilled with bentonite hole plug and the cuttings will be spread across site.

ROCK ENGINEERING & TESTING LABORATORY, INC. (TBPE FIRM NO. 2101)

10856 Vandale St. • San Antonio, Texas, 78216

Office: (210) 495-8000 • Fax: (210) 495-8015 • www.rocktesting.com

Scope of the Laboratory Testing Program

The laboratory testing may consist of the following:

- Supplementary visual classification (ASTM D2487)
- Moisture content (ASTM D2216)
- Atterberg limits (ASTM D4318)
- Percent material finer than the #200 sieve (ASTM D1140)
- Unconfined compressive strength (ASTM D2166)
- One-dimensional swell (ASTM D4546)

The preceding test methods may be performed on selected samples, depending on the actual subsurface conditions encountered. All phases of the laboratory-testing program will be performed in general accordance with applicable ASTM specifications. All field and laboratory test results will be included on the boring log or in the completed report.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring log, a discussion of the engineering properties of the subsurface materials encountered, as well as foundation recommendations for the proposed tank.

Fee and Limitations

The total lump sum fee to perform the scope of work outlined above will be **\$3,000.00**. It is estimated the final report can be ready approximately three (3) weeks after completion of the field work. This schedule anticipates that access to the project site is granted to RETL when requested and that weather and terrain conditions permit access to the test boring location with a truck-mounted drill rig. RETL can consult with the client as field and laboratory test results become available.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Client shall provide for RETL's right to enter the property owned by the Client and/or others and that the boring location is accessible and cleared of underground utilities in order for RETL to fulfill the Scope of Services included hereunder. It should be noted that the drill rig weighs approximately 30,000 pounds and depressions and/or rutting of the property should be anticipated.

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the service performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar day's prior written notice. The Client shall within 10-calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Closing

If you are in agreement with our proposed scope of work and fee, please provide authorization to proceed by signing below and returning one copy to us. Thank you for your consideration of our firm to assist you with this project. If you have any questions, or comments, please call our office.

Sincerely,



Kyle D. Hammock, P.E.
Vice President - San Antonio



Garrett R. Ward, Graduate Geologist
Geotechnical Project Manager

ACCEPTED AND APPROVED

By: _____

Print: _____

Date: _____

Terms: due upon receipt of invoice

For payment of services, invoice to:

Firm: _____ Attn: _____

Address: _____ Title: _____

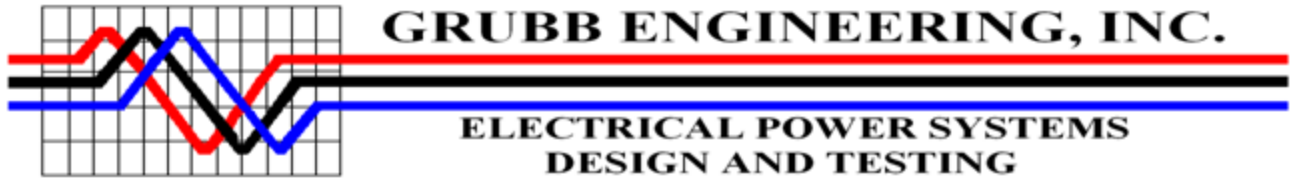
City: _____ State: _____ Zip Code: _____ Phone: _____ Fax: _____

E-mail address: _____

****Payment terms are 100% due upon receipt of the invoice. Please remit to:**

**Rock Engineering & Testing Laboratory, Inc.
6817 Leopard Street
Corpus Christi, Texas 78409-1703**

Please include the invoice number on payment.



TBPE F 3904

May 11, 2020

Mr. Joel D. Valdez, P.E.
CP&Y
12500 San Pedro Ave., Suite 450
San Antonio, TX 78216

Re: City of Fair Oaks Ranch: Hydropneumatic Tank Upgrade
Scope and Fee Proposal – Rev2

Dear Mr. Valdez:

Grubb Engineering, Inc. ("Grubb Engineering") is pleased to submit this Proposal to CP&Y ("Client") for providing Electrical Engineering Services associated with The City of Fair Oaks Ranch ("Owner") Hydropneumatic Tank Upgrade ("Project").

Project Understanding

Owner intends to engage the Client to perform design, bid and construction services for a replacement of a hydropneumatic tank including the following:

- Removing the existing 2,500 hydropneumatic tank, existing compressor and related yard piping
- Installing a new 9,000 gallon hydropneumatic tank and appurtenances
- Installing a new compressor
- Install new yard piping
- Perform Hydraulic modeling for new compressor, pumps for TCEQ Compliance
- Perform pump station piping modifications to support new pumps
- Replacing two existing 300 GPM pumps (15 HP) with two new 400 GPM Pumps (15 HP). The proposed pumps have already been purchased.
- Replace two (2) existing 15HP full voltage starters with VFD drives.
- Provide budget for possible supplemental services.

Grubb Engineering will provide the following services:

- Design control and power cable replacement for the new hydroneumatic tank and compressor.
 - SCADA design is not included.
 - Use existing power distribution equipment.
 - Include demolition of existing power/control feed.
- Design control and power cable replacement for the new pumps.

Page 1 of 4

- New VFD drives and other motor protection devices are only included for two (2) of the pumps.
- SCADA design is not included.
 - Only design connections to existing SCADA Panel.
- Use existing power distribution equipment to supply new pump VFDs.
- Proposal based on assumption that equipment will fit inside existing building.

Scope of Services

DATA COLLECTION PHASE:

- Field meeting to review existing electrical system

90% SUBMITTAL PHASE:

- 90% Plans and Specifications
- Provide 90% Probable Opinion of Construction Costs.
 - Electrical Design components only.

100% SUBMITTAL PHASE:

- 100% Plans and Specifications (Conformed to comments)
- 100% Probable Opinion of Construction Costs.
 - Electrical Design components only.

BID PHASE SERVICES:

- Provide written responses to RFIs.

CONSTRUCTION PHASE SERVICES:

- Review Shop Drawing Submittals

SUPPLEMENTAL SERVICES:

- Possible items include:
 - Generator Replacement
 - Additional Electrical Equipment Replacement
 - Additional site inspections during construction

Project Phases

See attached Fee Schedule for required fees per task.

Task 1: Data Collection Phase

1.1 Field Meeting

Task 2: 90% Submittal Phase

2.1 90% Plans and Specifications

2.2 90% Opinion of Probable Construction Cost

Task 3: 100% Submittal Phase

3.1 100% Plans and Specifications (Conformed to comments)

3.2 100% Opinion of Probable Construction Cost

Task 4: Bid Phase

4.1 Responses to RFIs

1. Provide written interpretation of the intent of plans and specifications for distribution to potential bidders.

Task 5: Construction Phase Services

5.1 Shop Drawings/Submittal Review

1. Review Electrical shop drawings and submittals.

Task 6: Supplemental Services

6.1 Miscellaneous Supplemental Services

Exclusions

The following services are excluded from the above scope:

1. Design of light pole support bases, concrete slabs, antenna mast foundations or other structural items
2. Field tracing of electric circuits
3. HVAC design.
4. Cathodic Protection System design
5. Additional meetings and inspections beyond the total mentioned in this document
6. Submittals of paper copies of reports, drawings and specifications
7. Design of a Radio Repeater Station
8. Design at other facilities.
9. Electrical Startup and Acceptance Testing
10. Power System Studies
11. SCADA System Design
12. SCADA System Testing
13. SCADA System Programming

Re: City of Fair Oaks Ranch: Hydropneumatic Tank Upgrade
Scope and Fee Proposal – Rev2

14. Record Drawings

An attached spreadsheet is provided to help you in your review of our price. Grubb Engineering will provide the services as stated for a lump sum price of **\$12,940.00**. Invoicing will be based on percentage of completion.

Estimated Supplemental Services are budgeted at **\$6,216.00** and can be provided as needed.

Sincerely,

Steven Mouser, P.E.
Senior Project Manager

Accepted by:

Signature: _____

Date: _____

City of Fair Oaks Ranch: Hydropneumatic Tank Upgrade - Rev2							
Fee Schedule							
Grubb Engineering, Inc.							
	Personnel:	SR PE	GE	CAD			
	Rate:	\$200	\$122	\$86	Total Task Hours	Total Task Cost	
TASK							
Task 1: Data Collection Phase							
1.1 Field Meeting		3	3		6	\$966.00	
						Subtotal:	\$966.00
Task 2: 90% Submittal Phase							
2.1 90% Plans and Specifications		5	18	24	47	\$5,260.00	
2.2 90% Opinion of Probable Construction Cost		1	5		6	\$810.00	
						Subtotal:	\$6,070.00
Task 3: 100% Submittal Phase							
3.1 100% Plans and Specifications (Conformed to comments)		6	10	8	24	\$3,108.00	
3.2 100% Opinion of Probable Construction Cost		1	2		3	\$444.00	
						Subtotal:	\$3,552.00
Task 4: Bid Phase							
4.1 Responses to RFIs		1	2		3	\$444.00	
						Subtotal:	\$444.00
Task 5: Construction Services							
5.1 Shop Drawings/Submittal Review		1	14		15	\$1,908.00	
						Subtotal:	\$1,908.00
Total Hours:		18	54	32	104		
						Total Fees:	\$12,940.00
Task 6: Supplemental Services							
6.1 Miscellaneous Supplemental Services		12	20	16	48	\$6,216.00	
						Subtotal:	\$6,216.00
						Total Supplemental Services Fees:	\$6,216.00
Personnel Legend:							
SR PE = Senior Project Engineer, PE							
GE = Graduate Engineer							
CAD = CADD Level 2							

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

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 Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C No. Ext): (214) 503-1212 FAX (A/C No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com																					
INSURED CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Specialty Insurance Company</td><td></td><td>37885</td></tr><tr><td>INSURER B: Travelers Indemnity Co of America</td><td></td><td>25666</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td></td><td>25674</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: XL Specialty Insurance Company		37885	INSURER B: Travelers Indemnity Co of America		25666	INSURER C: Travelers Property Casualty Co of Amer		25674	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 55900088**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ Sever. of Int. & X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6805H846843	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$2,245,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	BA3865M855	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	☒	☒	CUP2D349003	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ N ☒ A	UB6N721941	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☐ Professional Liability		☒	DPR9958104	4/1/2020	4/1/2021	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

RE: Hydropneumatic Tank Water Plant 2 Upgrades

CERTIFICATE HOLDER**CANCELLATION**

City of Fair Oaks Ranch
Attn: City Secretary
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

Joe Bryant

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ACORD 25 (2016/03)

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Pg. 89

June 16, 2020

Mr. Ron Emmons, P.E.
Director of Public Works
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

RE: Water Plant 2 Upgrades

Dear Mr. Emmons,

CP&Y is submitting this letter to acknowledge our understanding that the Water Plant 2 Upgrades project could be stopped, depending on project funding, at a milestone determined by the City of Fair Oaks Ranch as allowed by the Professional Services Agreement. The Design Fee Summary table below shows the fee for each task.

Design Fee Summary

Task	Fee
Task 1- Project Management	\$7,368
Task 2- Preliminary Studies	\$17,696
Task 3- 90% Design	\$29,466
Task 4- 100% Design	\$17,484
Task 5- Permitting	\$4,304
Task 6- Bid Phase	\$6,778
Task 7- Construction Phase	\$15,366
Sub Total: Base Services	\$98,462
Supplemental Services: Electrical Design and SUE Level A	\$9,564
Grand Total: Base and Supplemental Services	\$108,026

Should you have any questions or require additional information, please contact me at tstawasz@cpyi.com or 210-798-2308.

Sincerely,



Ted Stawasz, P.E.
Associate





CITY COUNCIL CONSIDERATION ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

AGENDA TOPIC: Consideration and possible action awarding the bid of the 2020 Chip Seal Project and authorizing the City Manager to sign Agreement

DATE: July 2, 2020

DEPARTMENT: Public Works

PRESENTED BY: Julio Colunga, Public Works Superintendent

INTRODUCTION/BACKGROUND:

The City has long relied on the Chip Seal maintenance method for its annual Street Maintenance and Repair Program due to its quick cure time, general low cost, and its effectiveness at preserving pavement. In recent years, the City has explored additional pavement preservation methods and has reserved the Chip Seal preventative maintenance method for curb-less streets. The City is doing one curbed Road Cojak Circle with Chip Seal and an additional sealant.

On June 8, 2020, the Street Maintenance and Repair Program was released for bid with two options which included treating 4,502 square yards with a Fog Coat and 69,279 square yards with a chip seal.

On June 8, 2020 at 3:00 p.m. bids were opened for the 2020 Street Maintenance and Repair Program with the following Bid Tabulations:

COMPANY NAME	TOTAL BID
Lone Star Paving	\$212,856.90
Cox Paving of Texas	\$236,262.28
Tierra Lease Service, LLC	\$285,484.50

A total of 73,781 square yards has been targeted for this year's chip seal project with the roads outlined on the map on the following page. This breaks out to a unit price in the range of \$2.88 to \$2.89 per square yard.

The Public Works Department recommends awarding the chip seal project to Lone Star Paving in the amount of \$212,856.90 with a 5% contingency for the total amount not to exceed \$223,499.75.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The annual Street Maintenance and Repair Program aims to apply the most effective preventative maintenance procedure to each City street on an eight-year cycle. The specific treatments seal the

surface of the road to protect the base layer from water infiltration, which could lead to failure of the road surface, and ultimately higher repair costs in the future.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

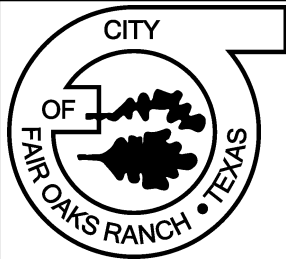
The City's FY 19-20 budget for the annual road maintenance, including Chip Seal was \$410,000. To date, other phases of the maintenance program included a rejuvenator phase and mineral bonding phase, both contracts encumbering \$219,545 of the budget. As this contract for the Chip seal phase is for a total of \$223,500, the whole project will be over budget by \$33,045. The budget overage will be primarily funded from the fiscal year 2019-20 surplus. This project has been over budget multiple years in a row, as it has been difficult to obtain bids within budget due to rising costs of road maintenance. Finance recommends that this project increase its budget for fiscal year 2020-21 over the current proposed \$430,000.

LEGAL ANALYSIS:

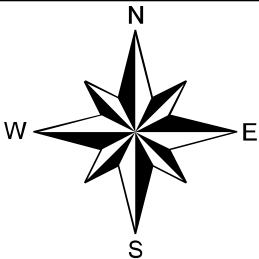
Contractor will be required to sign and adhere to the City's Standard Construction Agreement prior to the commencement of work.

RECOMMENDATION/PROPOSED MOTION:

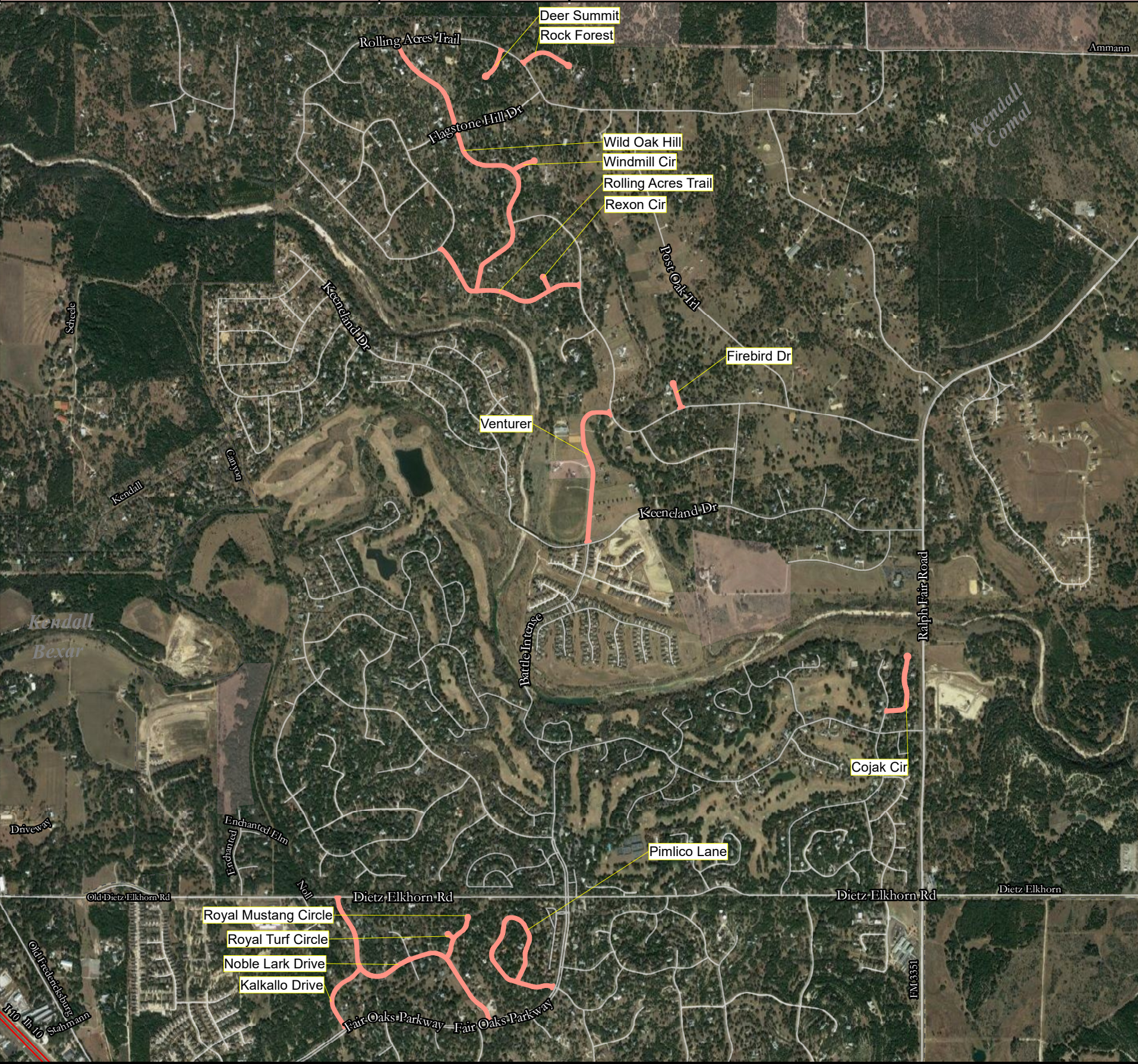
I move to award the bid for the 2020 Chip Seal Project to Loan Star Paving and authorize the City Manager to sign the agreement.



Chip Seal

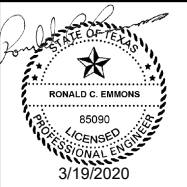


Location	Area (SY)	Location	Area (SY)
Cojak Circle	4502	Rolling Acres Trail	7289
Firebird Lane	1504	Royal Mustang Circle	2514
Kalkallo Drive	3330	Royal Turf Circle	568
Noble Lark Drive	11780	Venturer	7013
Pimlico Lane	9421	Wild Oak Hill	14588
Rexon Circle	1001	Windmill Circle	1285
Rock Forrest	2634	Deer Summit	1848
		Total	69,279



Notes

- NOTE 1 FOR SEAL COAT (ITEM NO. 204) THE ASPHALTIC MATERIAL SHALL BE CHFRS-2P EMULSIFIED ASPHALT. THE AGGREGATE FOR ROADS SHALL BE GRADE 5 IGNEOUS TRAP ROCK FOR CURBLESS ROADS.
- NOTE 2 SPECIAL CARE SHALL BE TAKEN IN SEAL COATING THE CIRCLES AT THE ENDS OF CUL-DE-SACS TO ENSURE THAT THE AGGREGATE IS PROPERLY SEATED. EXCESSIVE AGGREGATE MUST NOT BE APPLIED AND THE CIRCLES MUST BE FULLY ROLLED TO COMPENSATE FOR THE LACK OF A STEADY VOLUME OF STRAIGHT AHEAD VEHICULAR TRAFFIC.
- NOTE 3 ON THOSE ROADS THAT HAVE PAVEMENT MARKERS OR BLUE FIRE HYDRANT MARKERS, THE MARKERS SHALL BE REMOVED PRIOR TO THE APPLICATION OF THE SEAL COAT. CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED MARKERS.
- NOTE 4 SEAL COAT SHALL BE PLACED TO SEAL THE SEAM BETWEEN THE CURB AND THE EDGE OF PAVEMENT. THE SEAL COAT SHALL NOT EXTEND MORE THAN ONE INCH ON THE CURB.
- NOTE 5 APPLICATION OF THE SEAL COAT SHALL HAVE NO VISIBLE SEAM WHERE A TIE-IN IS MADE, GIVING THE APPEARANCE OF A HOMOGENEOUS APPLICATION. IN ADDITION, STARTS AND STOPS SHOULD BE PROPERLY PROTECTED FROM EXTRA OVERLAY OF SEAL COAT.
- NOTE 6 DO NOT ALLOW SEAL COAT MATERIAL IN BETWEEN MANHOLE COVER AND FRAME.



Street Maintenance and Repair Program
2020 - Seal Coat
Location Sheet, Seal Coat Schedule and Notes

No.	Issue	By	Date
1			
2			
3			
4			

CITY OF FAIR OAKS RANCH
CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Construction Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Lone Star Paving. ("Contractor").

Section 1. Duration. This Agreement shall become effective upon the date of the final signature affixed hereto 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) Contractor shall perform the Work 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".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work 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 Contractor 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 Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Contractor shall be paid in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period:* The Contractor 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 Contractor'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 Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion.

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor 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 Contractor prior to

the time of termination. The Project shall be completed for inspection and acceptance by the City on or before September 30th, 2020.

Section 5. Insurance.

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor 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 Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor 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 Contractor 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: Contractor 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 Contractor or its employees.

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

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 "C".

Section 6. Miscellaneous Provisions.

(A) *Subletting.* The Contractor 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 Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor 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 Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor 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 Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor 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. Contractor further agrees that Contractor 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 Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor 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 Contractor under or pursuant to this Agreement.

(E) *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.

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

Section 7. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor 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 Contractor, as consequence of the failure of Contractor to perform the Work 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 Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor 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 Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor 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 Contractor 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 not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification. Contractor agrees to indemnify and hold the City of Fair Oaks Ranch, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Work or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States.

Section 9. 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 10. 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 11. 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 12. Waiver. Either City or the Contractor 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. 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 20. 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 21. Right To Audit. City shall have the right to examine and audit the books and records of Contractor 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.

22. 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.

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

24. 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.

EXECUTED on _____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Tobin Maples, AICP

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY

CONTRACTOR

City of Fair Oaks Ranch
Attn: Tobin Maples, AICP
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Lone Star Paving
Attn: Ryan Cathey
11675 Jollyville Road, Suite 150
Austin, Tx 78759

Exhibit "A"
Scope of Services

**CITY OF FAIR OAKS RANCH
STREET MAINTENANCE AND REPAIR PROGRAM
2020 – CHIP SEAL (RE-BID)
PRICING FORM**

Bid Item	Unit Price	Extended Price
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Mobilization Includes mobilization and cost for any required Payment and/or Performance Bonds	\$ <u>17,700</u> /ls	\$ <u>17,700</u>
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Seal Coat – All Streets 69,279 square yards	\$ <u>2.70</u> /sy	\$ <u>187,053.30</u>
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Fog Coat – Curbed Streets 4,502 square yards	\$ <u>1.80</u> /sy	\$ <u>8,103.60</u>
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Total Bid Amount	\$ <u>212,856.90</u>
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By signing below, company acknowledges it has received all bidding documents and instructions, and agrees to execute the Standard Construction Services Agreement if awarded a contract for this Project and promptly supply any required insurance certificate(s) and/or endorsements, Payment and Performance Bonds upon request by the City and prior to commencement of work. The required certified check, cashier's check or bid bond shall be included and immediately follow this executed Unit Pricing Form.

COMPANY: LONE STAR PAVING

AUTHORIZED COMPANY REPRESENTATIVE RYAN CATHEY

SIGNATURE: [Signature]

DATE 6/8/2020

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch

Attn: Clayton Hoelscher, Procurement Manager

7286 Dietz Elkhorn

Fair Oaks Ranch, Texas 78015

Exhibit "C"
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2020

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED ASPHALT INC LLC, LONE STAR PAVING COMPANY 11675 JOLLYVILLE RD STE 150-209 AUSTIN, TX 78759-3939		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
383-986-7		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 1680

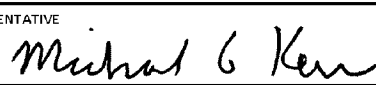
REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	9151293	01/19/2020	01/19/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	9151293	01/19/2020	01/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION	Y	Y	9151295	01/19/2020	01/19/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER**CANCELLATION**

383-986-7 CITY OF FAIR OAKS RANCH 7286 DIETZ ELKHORN RD FAIR OAKS RANCH, TX 78015-4707	1680 0 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 
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED ASPHALT INC LLC, LONE STAR PAVING COMPANY 11675 JOLLYVILLE RD STE 150-209 AUSTIN, TX 78759-3939	
POLICY NUMBER SEE CERTIFICATE # 1680.0		EFFECTIVE DATE: SEE CERTIFICATE # 1680.0	
CARRIER SEE CERTIFICATE # 1680.0	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: CITY OF FAIR OAKS RANCH, 2020 STREET MAINTENANCE CHIP SEAL, FAIR OAKS RANCH, TX 78015
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 NO SPECIFIC GENERAL LIABILITY EXCLUSIONS FOR: CROSS LIABILITY/JOINT SEVERABILITY.
 CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s): CITY OF FAIR OAKS RANCH 7286 DIETZ ELKHORN RD FAIR OAKS RANCH, TX 78015-4707
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured:

ASPHALT INC LLC, LONE STAR PAVING COMPANY
11675 JOLLYVILLE RD STE 150-209
AUSTIN, TX 78759-3939

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL-F-50 (04-13)

Policy Number: 9151293

Transaction Effective Date: 06/26/2020

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

CITY OF FAIR OAKS RANCH
7286 DIETZ ELKHORN RD
FAIR OAKS RANCH, TX 78015-4707

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATEHOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

CU-F-5 (10-08)

Policy Number: 9151295

Transaction Effective Date: 01-19-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2020

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 Primary Source Insurance Agency Inc 121 E Park Square Owatonna MN 55060	CONTACT NAME: Nicole Peterson PHONE (A/C, No, Ext): (800) 760-2809 E-MAIL ADDRESS: NLPeterson@fedins.com FAX (A/C, No): (877) 446-4631 INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22945
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COVERAGES **CERTIFICATE NUMBER:** 20-21 WC **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	0001299829	01/19/2020	01/19/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: CITY OF FAIR OAKS RANCH 2020 STREET MAINTENANCE CHIP SEAL
BLANKET WAIVER OF SUBROGATION APPLIES TO THE WORK COMP POLICY WHERE REQUIRED BY WRITTEN CONTRACT. WE WILL ENDEAVOR TO PROVIDE 30 DAYS NOTICE OF CANCELLATION

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
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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

(X) 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 1/19/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001299829 of Texas Mutual Insurance Company effective on 1/19/20

Issued to: ASPHALT INC LLC

DBA: LONE STAR PAVING

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/14/20



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS
July 2, 2020

AGENDA TOPIC: Discussion regarding a Fat, Oil, and Grease Management Ordinance
DATE: July 2, 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 primary goal of the FOG 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 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.

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:

N/A

RECOMMENDATION/PROPOSED MOTION:

Subsequent to the presentation, provide staff with insight and general direction. No formal action is required.



FOG Management Ordinance

Presented by Melissa Castro, Environmental Compliance Manager
July 2, 2020 City Council Meeting

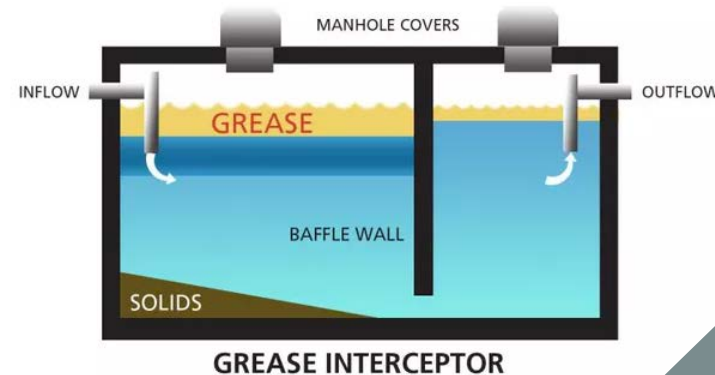


What is FOG?

Fat, Oil, and Grease (FOG) is a by-product of vegetable oils, meats, and dairy products originating from food preparation and clean-up.

What is a grease trap?

A plumbing device designed to intercept most greases and solids before they enter the wastewater system.



Why regulate FOG?

When FOG or food and wastewater containing FOG are poured down the drain, it cools and solidifies on the walls of sewer pipes, restricting the flow of wastewater. This can result in a wastewater backup into homes and businesses or a discharge to the environment (sanitary sewer overflow).



FOG Ordinance Overview

- Applies to ONLY non-domestic users on the FORU sanitary sewer system – NOT residential users.
- New and existing facilities generating FOG as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or grease interceptors.
- Grease traps and grease interceptors shall be cleaned as often as necessary to ensure proper function. Standard frequency is every 90 days, but may be extended up to 180 days with a formal request.
- No user may intentionally or unintentionally allow the direct or indirect discharge of FOG into the sanitary sewer system in such amounts as to cause interference with the collection and treatment system.

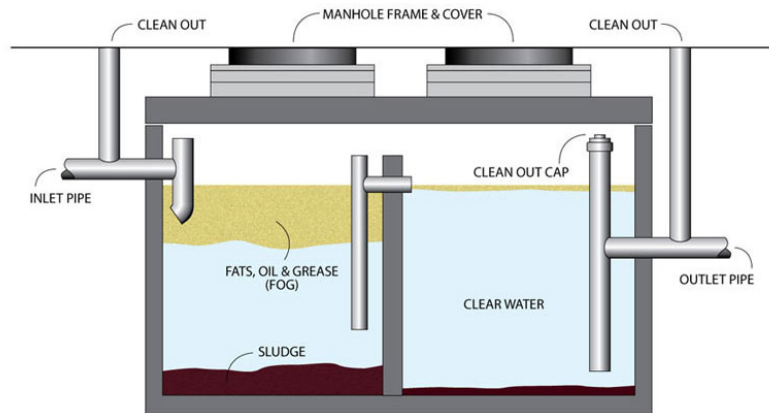


Texas Commission on Environmental Quality
Model Standards for Grease Management



Grease Trap/Interceptor Requirements

- Adequate size and proper installation
- Submit grease trap manifest at each cleaning
- Cleaning frequency of every 90 days (180 days max with extension request)
- Alternative Treatment **NOT PERMITTED**



 **CITY OF FAIR OAKS RANCH**
GREASE TRAP / INTERCEPTOR MANIFEST
FOR GREASE TRAP MANAGEMENT QUESTIONS, CALL (210) 698-0900 x 220

GENERATOR INFORMATION

Business Name: _____ City: _____ State: _____ Zip: _____
Address: _____ Collection Date: _____
Phone: _____ gallons Pump Frequency: _____
Waste From: Grease Trap Grit Trap Other _____

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE WASTE MATERIAL REMOVED FROM THE ABOVE PREMISES CONTAINS NO HAZARDOUS MATERIAL. I ALSO CERTIFY THAT A REPRESENTATIVE OF THIS BUSINESS WITNESSED THE PUMPING OR INSPECTED THE TRAP AFTERWARDS.

(Print Name)

(Date) _____ (Time In) _____ (Signature)

TRANSPORTER INFORMATION

Business Name: _____ City: _____ State: _____ Zip: _____
Address: _____ Truck License Number: _____
Phone: _____ Registration Number: _____
Gallons Received: _____

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND THAT ONLY THE TYPE WASTE SPECIFIED IS CONTAINED IN THE SERVING VEHICLE.

(Driver's License No.) _____ (Driver Name - Print)

(Date) _____ (Time Out) _____ (Signature)

DISPOSAL INFORMATION

Business Name: _____ City: _____ State: _____ Zip: _____
Address: _____ Gallons Received: _____
Phone: _____
Permit or Site Registration Number: _____

I CERTIFY THAT I HAVE DISPOSED OF THE WASTE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL LAWS.

(Date and Time Received) _____ (Onsite Representative - Print Name)

(Onsite Representative - Signature)

White - City Yellow - Generator Pink - Disposal Site Green - Transporter
Oxidized - Returned to Generator



Self-Cleaner Requirements

- Submit request form annually
- Grease trap capacity of less than or equal to 50 gallons
- Grease trap waste stored in a leak-proof, sealable container
- On-site Maintenance Log
- Cleaning frequency of every 90 days (unless extension request is submitted – 180 days max.)
- Alternative Treatment **NOT PERMITTED**



Self-Cleaner Request Form, Cleaning Extension Request, and Maintenance Log



CITY OF FAIR OAKS RANCH

GREASE TRAP SELF-CLEANER REQUEST FORM & PUMPING FREQUENCY EXTENSION REQUEST

Questions? Call (210) 698-0900 x 220

SELF-CLEANING OPERATOR INFORMATION

Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Operator Name: _____ Operator Title: _____

Phone Number: _____ E-mail: _____

Grease Trap Capacity: _____ gallons **Maintenance Frequency:** Every _____ days

Method of Cleaning: _____

Method of Disposal: _____

I UNDERSTAND AND ACKNOWLEDGE THAT AS A SELF-CLEANER OF A GREASE TRAP OR INTERCEPTOR IN THE CITY OF FAIR OAKS RANCH, THAT I MUST MAINTAIN RECORDS OF WASTE DISPOSAL AND HAVE THE ABILITY TO PRODUCE SAID RECORDS FOR COMPLIANCE INSPECTIONS CONDUCTED BY THE CITY OR ITS REPRESENTATIVE.

(Print Name)
(Signature)
(Date)

GREASE TRAP PUMPING FREQUENCY EXTENSION REQUEST

Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Operator Name: _____ Operator Title: _____

Phone Number: _____ E-mail: _____

Grease Trap Capacity: _____ gallons **Is Grease Trap at < 25% of Wetted Height?** YES NO

Date of Last Cleaning: _____ **Date of Next Proposed Cleaning:** _____

I UNDERSTAND AND ACKNOWLEDGE THAT THE PROPOSED EXTENSION IS ONLY VALID FOR THE UPCOMING SCHEDULED CLEANING AND THAT I MUST STILL ABIDE BY ALL SECTIONS OF CITY ORDINANCE PERTAINING TO GREASE TRAP MANAGEMENT, INCLUDING THAT ALL GREASE TRAPS/INTERCEPTORS MUST BE FULL EVACUATED, CLEANED, AND INSPECTED AT LEAST ONCE EVERY 180 DAYS.

(Print Name)
(Signature)
(Date)

[illegible]

Best Management Practices (BMPs)

- NEVER pour grease down the sink!
- Scrape grease and food scraps into a disposable container or place in a trash can (after cooling)
- Use a strainer in the sink to catch food scraps and other solids
- Post "No Grease" signs above sinks and dishwashers
- Train kitchen staff / employees on BMPs



FOG Ordinance Summary

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
- Keep up-to-date record of grease trap / interceptor maintenance
- Promote BMPs at all times (commercial and residential)



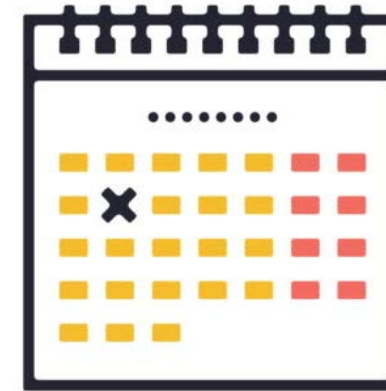
Proposed Dates for Upcoming Agenda Items

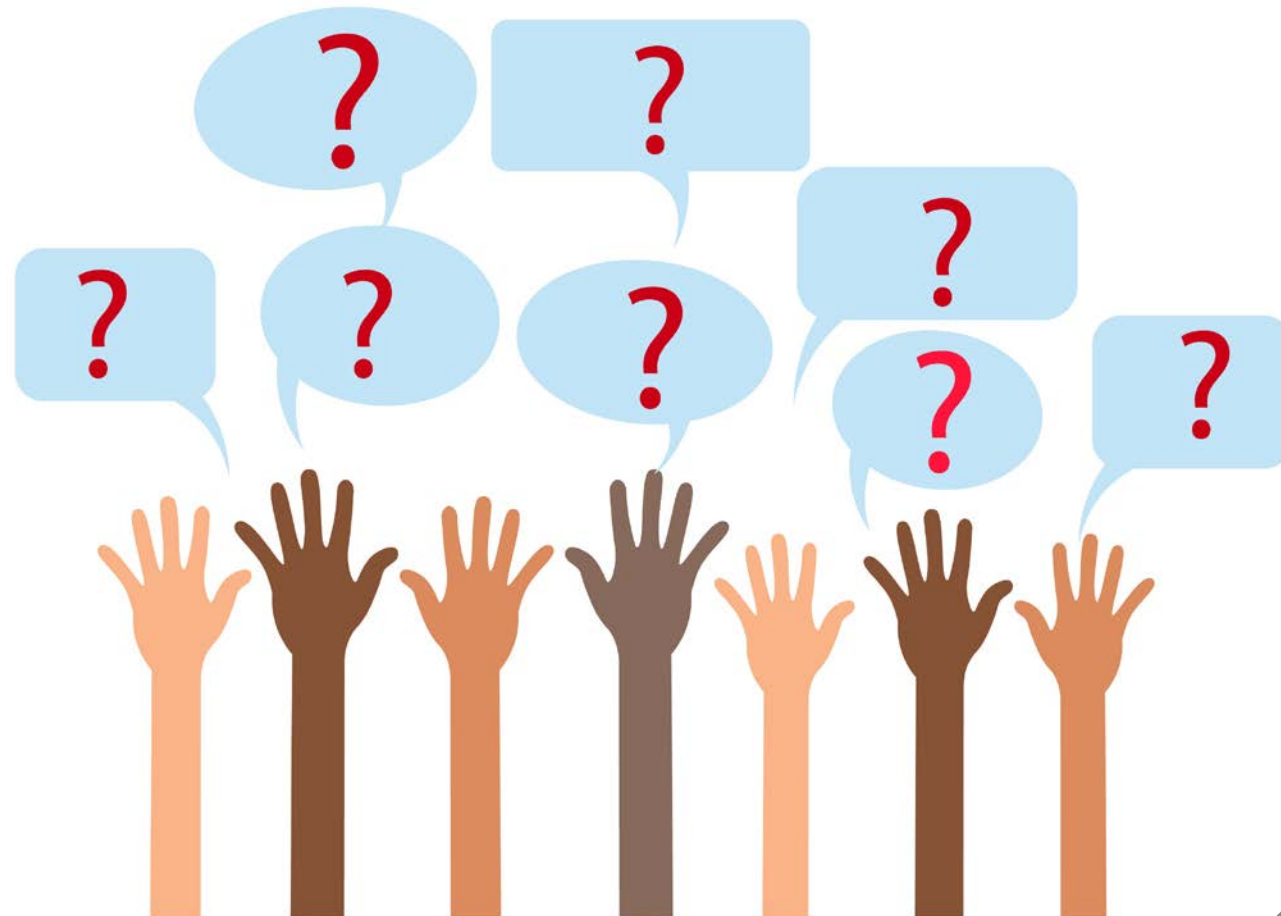
July 16, 2020

1st Reading of FOG Management Ordinance

August 2, 2020

2nd Reading of FOG Management Ordinance







CITY COUNCIL STAFF REPORT ITEM

CITY OF FAIR OAKS RANCH, TEXAS

July 2, 2020

AGENDA TOPIC: Financial Update
DATE: July 2, 2020
DEPARTMENT: Finance
PRESENTED BY: Sarah Buckelew, CPA, Finance Director

INTRODUCTION/BACKGROUND:

Purpose of this presentation is to review the City's financial condition and projections for this year's financial results with considerations made for COVID-19 emergency response expenditures and potential revenue losses.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

Discussion/presentation item only. Refer to presentation.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

Discussion/presentation item only. Refer to presentation.

LEGAL ANALYSIS:

No formal action is required.

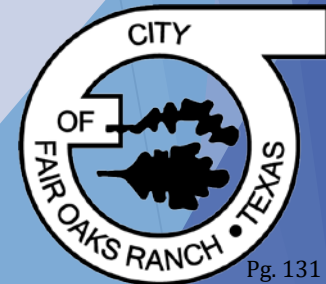
RECOMMENDATION/PROPOSED MOTION:

No formal action is required.

Economic Outlook

Financial Impacts of COVID-19 on the Current Year Budget

City of Fair Oaks Ranch
City Council Meeting July 2, 2020



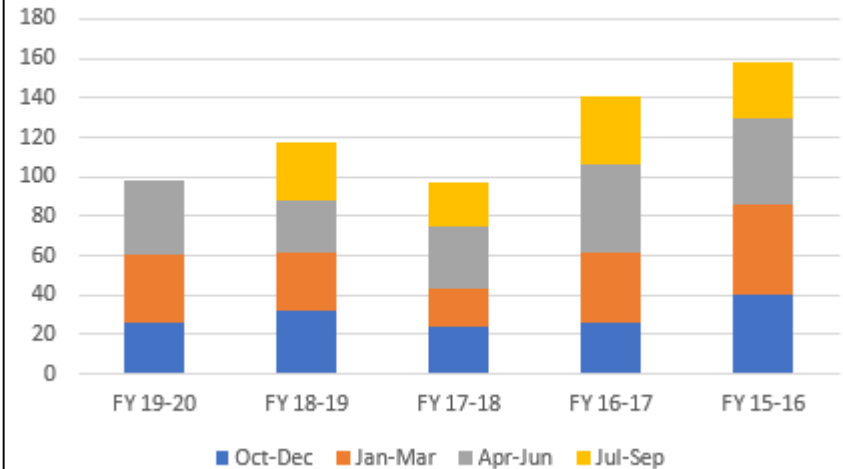
General Fund



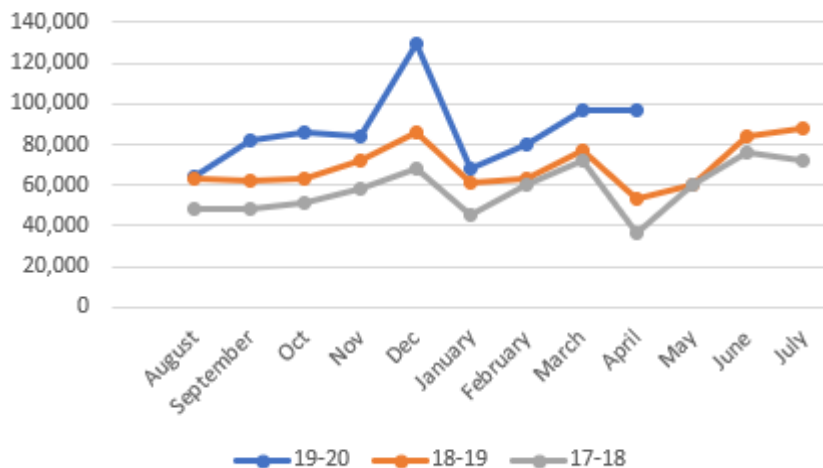
General Fund Highlights Through Jun 18

- 98.3% of budgeted Ad Valorem Tax collected through May.
- Sales Tax Receipts for April Sales have been collected and were higher than projections.
- Court Revenues down as there have been no court proceedings due to COVID-19.
- Personnel Savings is so far offsetting projected loss of revenue.

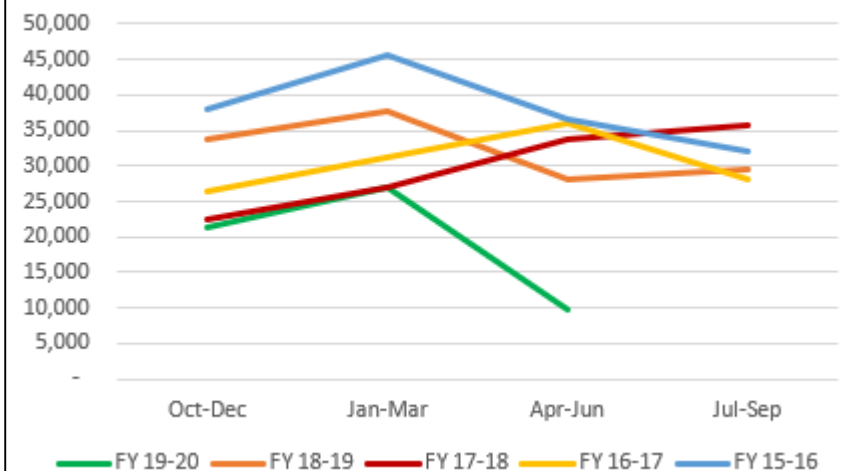
New Residential Projects by Quarter



Sales Tax Receipts by Month of Sale



Court Fees Collected



General Operations Year-to-Date Summary

June 30, 2020

75% of Fiscal Year

	Budget	Projection	Budget vs Projection	Year-to Date Actual	Percent of Budget	Budget Surplus / (Deficit)
<u>Revenues:</u>						
Taxes	6,277,653	6,166,654	(110,999)	6,046,158	96.3%	(231,495)
Franchise Fees	529,700	591,950	62,250	296,020	55.9%	(233,680)
Interest	115,000	91,668	(23,332)	68,336	59.4%	(46,664)
Permits	252,500	314,214	61,714	274,207	108.6%	21,707
Animal Control	3,400	3,400	-	920	27.1%	(2,480)
Fines & Forfeitures	127,570	73,605	(53,965)	68,965	54.1%	(58,605)
Fees & Services	243,847	277,247	33,400	190,067	77.9%	(53,779)
Miscellaneous Income	15,100	151,429	136,329	149,150	987.7%	134,050
Transfers	292,000	288,582	(3,418)	-	0.0%	(292,000)
Total Available Resources	7,856,770	7,958,749	101,979	7,093,823	90.29%	(762,947)
<u>Expenditures:</u>						
Personnel	4,536,909	4,132,041	(404,868)	2,826,553	62.30%	1,710,356
Supplies, Maintenance & Operations	655,858	686,287	30,429	169,728	25.88%	486,130
Professional Services	984,806	948,989	(35,817)	583,240	59.22%	401,566
Shared Services	327,617	315,407	(12,210)	209,033	63.80%	118,584
Capital Outlay	351,696	475,999	124,303	10,043	2.86%	341,654
Debt Service	-	-	-	-	0.00%	-
Transfers & Non-Cash Adjustments	1,430,017	830,017	(600,000)	1,430,017	100.00%	0
Total Expenditures	8,286,903	7,388,740	(898,163)	5,228,614	63.09%	3,058,289
Transfer to 6 month Reserve	160,597	160,597	-			
Allocated Fund Balance	-	-	-			
Restricted Fund Balance	9,270	12,334	3,064			
Use of Fund Balance			-			
Change in Unallocated Fund Balance	(600,000)	397,078	997,078			
Total Change in Fund Balance	(430,133)	570,009	1,000,142	1,865,209		2,295,342
Pending Budget Adjustment for Civic Center	600,000	-	(600,000)	See note A		
Total Change in Fund Balance	169,867	570,009	400,142			
	-	-				

Note A:
The projection has been updated to reflect construction funding for the Civic Center will not utilize fund balance in FY 2019-20. The budget still reflects the utilization of fund balance, so this adjustment would be needed for the budget and projection to be comparable.

Reasonably Conservative Projection Assumptions

- City Receives 10% of remaining Property Tax Revenue
- City Receives only 90% of remainder of sales tax for remainder of the year (increased from 50%)
- Loss of 5 months of court revenue
- Loss of half of remaining interest income



SAP Fund Balance

Project Allocations and Fund Balance

	Fund Balance		Budgeted Spend	Projected Spend	Actual YTD Spend	Fund Balance	
	Actual	Transfer from				Projected	Comments
	2018-19	Gen Fund				9/30/2020	
Financial Integrity							
Stormwater Funding	120,000	-	120,000	170,000	63,621	(50,000)	Project in Process
Revenue Projections		10,000	10,000	-	-	10,000	Uncommitted, pushed to FY 20-21.
Internal Controls Framework	35,000	20,000	55,000	55,000	52,500	-	Contract committed, project fieldwork complete; temp stop work order delivered.
Debt Review & Policy Implementation		15,000	15,000	-	-	15,000	Uncommitted, project on hold.
Grants & Utilities Reporting		10,000	10,000	-	-	10,000	Uncommitted, project on hold.
Financial Mgmt Policy Review		15,000	15,000	-	-	15,000	Project on hold.
Stormwater Utility Cost Center		50,000	50,000	-	-	50,000	Budget rolled into Stormwater Funding SAP
Responsible Growth Management							
Comprehensive Plan & UDC		50,000	50,000	50,000	32,659	-	Project in Process
FM 3351 Owners Rep & Project Mgr		75,000	75,000	13,170	5,670	61,830	Project in Process
Drainage Project & Funding		50,000	50,000	50,000	5,741	-	Project in Process
MS4 Program		5,000	5,000	5,000	-	-	-
Reliable & Sustainable Infrastructure							
Long-term Road Cond Analysis		80,000	80,000	80,000	-	-	Uncommitted
City Hall Building Renovation		-	600,000	-	-	-	Design contract committed.
City Campus Outbuilding Reno	461,729	-	450,000	461,729	8,500	-	Design contract committed.
Public Health, Safety & Welfare							
PS Command Structure Review		25,000	25,000	-	-	25,000	Uncommitted, deferred to FY 20-21.
Fire Services Program Review		25,000	25,000	-	-	25,000	Uncommitted, deferred to FY 20-21.
EMS Program Review		25,000	25,000	-	-	25,000	Uncommitted, deferred to FY 20-21.
Operational Excellence							
Compensation & Benefit Plan Study		50,000	50,000	50,000	11,250	-	Contract committed, project in process.
Employee Handbook		5,000	5,000	5,000	-	-	Legal Review in process.
HR Technology Upgrade		32,000	32,000	32,000	-	-	Not committed.
Development Training Program		5,000	5,000	5,000	-	-	Not committed.
Communications & Mktg Strategy		5,000	5,000	5,000	-	-	Not committed.
Records Management		12,000	12,000	12,000	-	-	Not committed.
IT Risk Analysis		50,000	50,000	50,000	-	-	Contract committed, project in process.
Infrastructure (Roads)	111,409	(740)	110,669	110,669	110,669	-	Roadwork from PY maintenance, completed this FY
Personal Property	22,600	-	22,600	22,600	2,716	-	New FTE furniture budgeted in PY.
Unallocated Fund Balance	359,490	(13,735)	-	-	-	345,755	
Total Fund Balance	1,110,228	599,525	1,952,269	1,177,168	293,326	532,585	

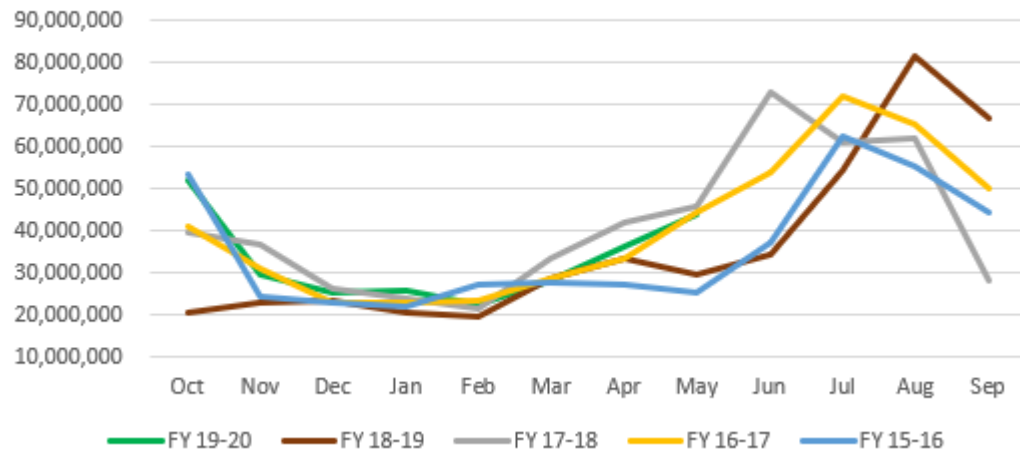
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Enterprise Fund



Enterprise Fund Highlights

Water Billed Consumption (gallons)



Only 3 accounts overdue by over 90 days. Collection efforts being made.

No active payment plans or bill deferrals.

Cash Flow- Collections average 95% to 103% each month

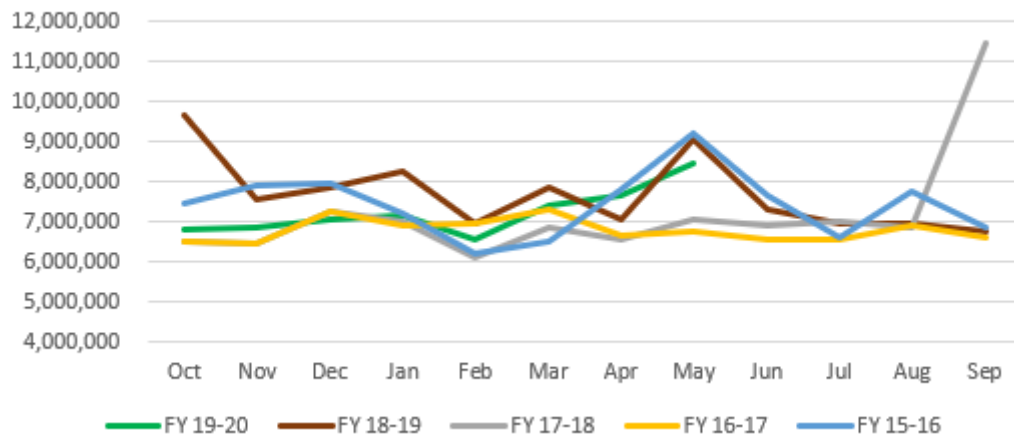
Bad Debt – Historically Write off is 0.01% (less than 10k) annually. YTD potential bad debt is less than \$1000 on water/wastewater bills. Plus one large account of \$59k in impact fees.

Monitoring collections very closely month to month.

Consumption is likely to be higher than budget due to increased daytime population within the City.

Legal Fees are driving a larger net loss than budgeted.

Wastewater Treated (gallons)



Combined Water and Wastewater
June 30, 2020
75% of Fiscal Year

	Budget	Projection	Projection to Budget	Year-to-Date Actual	Percent of Budget	Budget Balance	
Revenues	5,046,147	5,173,905	127,758	3,299,208	65.4%	1,746,939	
Operating Expenses							
Personnel	1,428,401	1,282,399	(146,002)	875,858	61.3%	552,543	
Supplies, Maintenance & Operations	2,469,299	2,457,392	(11,908)	1,582,627	64.1%	886,672	
Services	67,458	467,458	400,000	432,660	641.4%	(365,203)	Water rights legal fees.
Total Operating Expenses	3,965,159	4,207,249	242,090	2,891,146		1,074,012	
Operating Income	1,080,989	966,657	(114,332)	408,062		672,926	
Capital Outlay	1,518,184	1,078,936	(439,248)	234,814	15.5%	1,283,370	
Lease Interest Expense	89,907	89,907	-	46,044	51.2%	43,863	
Transfers & Non-Cash	(422,424)	(58,215)	364,209	398,238	-94.3%	(820,662)	
Net Income/(Loss)	(104,679)	(143,972)	(39,293)	(271,034)		166,355	

Water Utility Fund Summary
June 30, 2020
75% of Fiscal Year

	Budget	Projection	Projection to Budget	Year-to-Date Actual	Percent of Budget	Budget Balance	
Water Revenues	3,971,147	4,033,774	62,627	2,475,621	62.3%	1,495,525	
Water Operating Expenses							
Personnel	783,911	678,566	(105,345)	467,176	59.6%	316,735	
Supplies, Maintenance & Operations	1,760,076	1,754,334	(5,743)	1,160,063	65.9%	600,013	
Services	66,138	466,138	400,000	431,918	653.1%	(365,779)	Water rights legal fees.
Total Water Operating Expenses	2,610,126	2,899,038	288,912	2,059,157		550,969	
Operating Income	1,361,021	1,134,736	(226,285)	416,464		944,556	
Capital Outlay	1,200,117	781,589	(418,528)	138,327	11.5%	1,061,790	See Schedule Below
Lease Interest Expense	75,522	75,522	-	38,677	51.2%	36,845	
Transfers & Non-Cash	(563,758)	442,693	1,006,451	527,274	-93.5%	(1,091,032)	Transferring SAP fund balance to WW SAP.
Net Income/(Loss)	649,140	(165,068)	(814,208)	(287,814)		936,953	

	Budgeted	Projected	Projection to Budget	Actual	YTD Actual Surplus/Deficit	Status
Water CIP						
Elevated Storage Tank	628,528	555,000	(73,528)	66,181	562,347	Design contract Committed
Project Development	50,000	40,000	(10,000)	14,247	35,753	Project in Process
Plant 2 HydroTank	45,000	45,000	-	-	45,000	No Contract Committed
Creek Crossing West Waterline	400,000	65,000	(335,000)	10,740	389,260	Project in Progress
Impact Fee Analysis	37,500	37,500	-	28,070	9,430	Project Complete
	1,161,028	742,500	(418,528)	119,238	1,041,790	
Water Operations						
Towable Manlift Trailer	15,000	15,000	-	-	15,000	
Operational Capital Outlays	5,000	5,000	-	-	5,000	
E-pump	19,089	19,089	-	19,089	-	
	39,089	39,089	-	19,089	20,000	
Total Capital Outlay	1,200,117	781,589	(418,528)	138,327	1,061,790	

Wastewater Utility Fund Summary
June 30, 2020
75% of Fiscal Year

	Budget	Projection	Projection to Budget	Year-to-Date Actual	Percent of Budget	Budget Balance	
Wastewater Revenues	1,075,001	1,140,131	65,131	823,587	76.6%	251,414	
Wastewater Operating Expenses							
Personnel	644,490	603,833	(40,657)	408,682	63.4%	235,808	
Supplies, Maintenance & Operations	709,223	703,058	(6,165)	422,564	59.6%	286,659	
Services	1,320	1,320	-	743	56.3%	577	
Total Wastewater Operating Expenses	1,355,033	1,308,210	(46,822)	831,989		523,044	
Operating Income	(280,032)	(168,079)	111,953	(8,402)		(271,630)	
Capital Outlay	318,067	297,347	(20,720)	96,487	30.3%	221,580	See Schedule Below
Lease Interest Expense	14,385	14,385	-	7,367	51.2%	7,018	
Transfers & Non-Cash	178,156	(500,908)	(679,064)	(129,036)	-72.4%	307,192	
Net Income/(Loss)	(790,640)	21,097	811,737	16,780		(807,420)	
	Budgeted	Projection	Projection to Budget	YTD Actual	YTD Actual Surplus / (Deficit)		Status
Wastewater CIP Fund							
Project Development	50,000	40,000	(10,000)	14,247	35,753		Project in process
Impact Fee Study	37,500	37,500	-	28,070	9,430		Project Completed
Digester Planning	100,000	77,320	(22,680)	17,534	82,466		Design Contract Committed
Future WWTP	81,478	81,478	-	-	81,478		Regional Study Phase 1 Complete
	268,978	236,298	(32,680)	59,851	209,127		
Wastewater Operations							
Operational Capital Outlays	30,000	30,000	-	5,587	24,413		
E-pump	19,089	19,089	-	19,089			
Pumps	-	11,960	11,960	11,960			Replacement pumps not budgeted.
	49,089	61,049	11,960	36,636	24,413		
Total budgeted purchases	318,067	297,347	(20,720)	96,487	233,540		

Reasonably Conservative Projection Assumptions

- Revenue at 99% collections for remainder of the year. (1% write off vs .01% historical)
- No future penalties assessed.
- Actual Legal fees projected to be \$400k over budget.

