



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 25, 2015

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3338)

Finance Report - N. Herrington, Finance Director

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

1. Resolution (ID # 3339)

Consider a Resolution authorizing the City Manager to enter into agreements with the Texas Department of Transportation for temporary closure of Main Street during the 2015 Trinity Valley Fair and Exposition Parades.

- TVE Rd Closure Agreement Baby Parade 2015 (DOC)
- TVE Rd Closure Agreement Opening Day Parade 2015 (DOC)

V. REGULAR AGENDA

A. Regular Session

1. Council Action (ID # 3328)

Consider approval of a contract with HR Green, Inc, for Texas Water Development Board Clean Water Fund Projects.

- HR Green-SS & WWTP (PDF)
- HR Green-SSA & WWTP Effluent (PDF)

2. Council Action (ID # 3327)

Consider approval of a contract with O'Malley/Strand Associates, Inc. for Texas Water Development Board Drinking Water Fund Projects.

- O'Malley Agreement (PDF)

3. Public Hearing (ID # 3340)

Public Hearing on the proposed Budget for Fiscal Year 2015-2016.

- NOTICE OF PUBLIC HEARING-Budget (DOCX)

4. Council Action (ID # 3341)

Consider postponement of the Final Vote on the Fiscal Year 2015-2016 Budget until September 8, 2015.

5. Public Hearing (ID # 3342)

Public Hearing on the proposed Ad Valorem Tax Rate for Fiscal Year 2015-2016.

6. Council Action (ID # 3343)

Consider award of proposal for Electric Distribution System Maintenance for the Tree Top Subdivision and approval of upgrades to Beaumont Feeder Number 3, and take any action deemed necessary.

- Tree Top and Bmt Feeder (PDF)

7. Council Action (ID # 3344)

Consider the sale of unimproved portions of Confederate Ave., Santa Anna St., Washington Ave., Hatfield St., Dallas St., and River St., west of Fort Worth St., and take any action deemed necessary.

- Property Sale Information (PDF)

8. Information Item (ID # 3345)

Discussion of a proposed ordinance regulating garage/occasional sales.

- ORD-Garage Sales (PDF)

9. Information Item (ID # 3346)

Discussion of a proposed ordinance regulating the dumping of fats, oils and grease in the City sewer system.

- ORD-Dumping of Fats, Oil & Grease (PDF)

B. Executive Session

Private Consultation with Attorney on all subjects/matters authorized by law.

1. Discussion of contemplated/pending litigation - Humphreys Cultural Center.

C. Reconvene into Regular Session**1. Council Action (ID # 3347)**

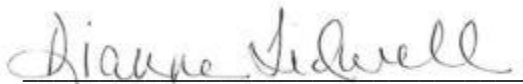
Consider and take action, if any, on the items as discussed in the Executive Session.

VI. ADJOURNMENT

Motion To: Adjourn

Certification

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 19th day of August, 2015 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.



Dianne Tidwell, City Secretary

Notice given to The Vindicator, Liberty Gazette, and KSHN Radio.

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.1

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3338)

DOC ID: 3338



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.1

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 3339)

DOC ID: 3339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE TRINITY VALLEY FAIR & EXPOSITION, AND ITS RELATED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF LIBERTY, TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF STATE RIGHT-OF-WAY DURING TVE PARADES.

WHEREAS, on October 9 thru 17, 2015, the Trinity Valley Fair and Exposition (TVE) of Liberty County, Texas will sponsor, promote, and conduct its 107th annual event; and

WHEREAS, the TVE is an annual festival-type event offering a variety of entertainment and youth-oriented events in a family-oriented atmosphere for the citizens of Liberty and surrounding areas; and

WHEREAS, it is necessary to close certain street right-of-ways in the downtown area of the City of Liberty, Texas, during the TVE Baby Parade and TVE Opening Day Parade for the safety and convenience of those attending the event; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1. The City Council of the City of Liberty hereby finds that the TVE serves a public purpose.

Section 2. The City Council of the City of Liberty hereby authorizes the City of Liberty to enter into an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2015 TVE Baby Parade on October 10, 2015 and the Opening Day Parade on October 14, 2015.

Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2015 TVE Parades.

Resolution (ID # 3339)

City Council Meeting

August 25, 2015

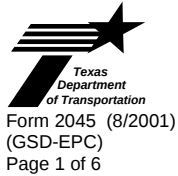
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PASSED, APPROVED, AND RESOLVED this 25th day of August, 2015.

Carl Pickett, Mayor
City of Liberty, Texas

ATTEST:

Dianne Tidwell, City Secretary



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Liberty, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 227, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Loop 227 between Jefferson Drive and Sam Houston Street,
For the purposes of TVE Baby Parade,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 25th day of August
2015 the Liberty City Council passed Resolution/Ordinance
No. _____, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Baby Parade 2015 (3339 : TVE Road Closure)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as "Exhibit C".

3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. TERMINATION

- A. This agreement may be terminated by any of the following condition:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent act of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

- A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.
- B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive

Liberty, TX. 77575

ATTN: Omar De Leon P.E., Area Engineer

City:

City of Liberty - Gary Broz, City Manager

1829 Sam Houston

Liberty, TX 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Liberty, TEXAS

August 26, 2015

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

1829 Sam Houston

Address

Liberty

City,

TX

State

77575

Zip

ATTEST:

BY: _____

City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson.P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Omar De Leon P.E., Area Engineer

Name and Title of TxDOT Representative

Date

209 Layl Drive

Address

Liberty

City,

TX

State

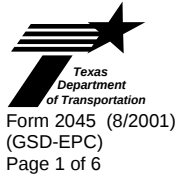
77575

Zip

(936) 336 - 2244

Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Baby Parade 2015 (3339 : TVE Road Closure)



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

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WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 227, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Loop 227 between Jefferson Drive and Sam Houston Street,
For the purposes of TVE Opening Day Parade,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 25th day of August 2015 the Liberty City Council passed Resolution/Ordinance No. _____, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Opening Day Parade 2015 (3339 : TVE Road Closure)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

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2. EVENT DESCRIPTION

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3. OPERATIONS OF THE EVENT

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Liberty, TX. 77575

ATTN: Omar De Leon P.E., Area Engineer

City:

City of Liberty, Gary Broz City Manager

1829 Sam Houston

Liberty, TX 77575

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THE CITY OF Liberty, TEXAS

August 26, 2015

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

1829 Sam Houston

Address

Liberty

City,

TX

State

77575

Zip

ATTEST:

BY: _____

City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson, P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Omar De Leon P.E., Area Engineer

Name and Title of TxDOT Representative

Date

209 Layl Drive

Address

Liberty

City,

TX

State

77575

Zip

(936) 336 - 2244

Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Opening Day Parade 2015 (3339 : TVE Road Closure)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.1

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Contracts

COUNCIL ACTION (ID # 3328)

DOC ID: 3328 B



August 19, 2015

Mr. Tom Warner
Public Works Director
City of Liberty, Texas
1829 Sam Houston
Liberty, TX 77575

Re: Preliminary Engineering Report (PER) – FEMA Sanitary Sewer and Wastewater Treatment Plant Damage Assessment

Dear Mr. Warner:

Enclosed are two (2) signed copies of our Professional Services Agreement for the Sanitary Sewer Assessment Update to FEMA PER for the City of Liberty, TX. Total engineering fee for the scope of services is \$259,090 with proposal for two supplement services adding \$ 278,000. A breakdown of these services is as follows:

Project Management	\$ 18,270
Data Gathering/Collection	\$ 3,805
Sewer Treatment Plant	\$ 26,400
Manhole/Collection Rehab	\$ 87,970
Lift Station Assessment	\$ 87,700
Preliminary Engineering Report	\$ 34,945
Total Engineering Fees	\$ 259,090
Supplemental Services include:	
CCTV (Subcontractor)	\$ 253,000
Budget for Smoke Testing	\$ 25,000
Total including Supplemental Services	\$ 537,090

Please review the agreement and sign and date both copies, retain one (1) for your files and return the second to our office. Once we are authorized for this project, we expect to complete this work within five months. If you have any questions regarding this proposal, please don't hesitate to contact me.

Respectfully submitted,

HR Green, Inc.

Mike Halde, P.E.
Sr. Project Manager

Enclosures

O:\85150001\Design\Contract\August 2015\lfr-081715-Liberty - FEMA Collection System.docx

HRGreen.com

Phone 713.965.9996 Fax 713.965.0044 Toll Free 800.728.7805
11011 Richmond Avenue, Suite 375, Houston, Texas 77042



PROFESSIONAL SERVICES AGREEMENT

For

**Preliminary Engineering Report – Federal Emergency Management Agency (FEMA) -
Sanitary Sewer and Wastewater Treatment Plant Damage Assessment**

Tom Warner, PE
Public Works Director
City of Liberty, Texas
1829 Sam Houston
Liberty TX, 77575
(936) 336-3684

Mike Halde, PE
Project Manager
HR Green, Inc.
11011 Richmond Ave, Suite 375
Houston, TX 77042
HR Green Project Number 85150001.01

August 18, 2015

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- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between City of Liberty, TX (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The City of Liberty is seeking Federal Emergency Management Agency (FEMA) appropriations for damages incurred due to flooding during the 2015 Spring flooding due to excessive rainfall and flooding along the Trinity River. The floodwaters inundated and flooded wastewater treatment plant facilities and collection system facilities.

CLIENT is requesting engineering services for damage assessment at the wastewater treatment plant and collection system including lift stations. Engineering shall also review the facilities for mitigation elements to protect the facilities from damage due to similar events in the future.

Parallel to this effort the CLIENT will complete a Preliminary Engineering Report for Wastewater Treatment Plant and collection system improvements that are not related to the flooding but needs for the CLIENT.

Funding will be available from FEMA on a percent match basis. CLIENT will target Community Block Grant funding and any remaining fund needs from the Texas Water Development Board as a Clean Water State Revolving Fund loan for planning and design. Additional TWDB funding will be applied for to fund bidding construction project costs including engineering services. Funding and procurement assistance is being provided directly to the CLIENT by Public Management, Inc. of Cleveland, TX.

COMPANY and CLIENT developed the following items to be addressed as part of this work as follows:

- **Sewer Treatment Plant.** The sewage treatment plant influent lift station, headworks, and outfall will be assessed and any damages will be addressed with recommendations for restoration and mitigation including flood protection.
- **Manhole/Collection Line Rehabilitation**
This project includes the identification and repair of manholes and sanitary sewer lines that are contributing to the infiltration and inflow (I&I) in the system. CLIENT wants lines televised and cleaned to restore capacity and identify compromised line segments and manholes that contribute to I&I. COMPANY will review and recommend methods of repair to the manholes and lines.
- **Rehabilitate Lift Stations**
The CLIENT currently has twenty-six (26) lift stations in service. Many of these lift stations are in need of rehabilitation. This project will identify the lift stations in most need of repairs and rehabilitation requirements.

1.2 Key Issues

- Project funding by FEMA may limit services.
- Reduction of Infiltration and Inflow.
- Restoration of facilities to handle future flows. Future flows are not expected to substantially change except for service areas added.
- A separate PER will be developed documenting this scope of work as well as non-flood related improvements to the wastewater collection system.
- A subsequent Final Design and Construction project will follow this Preliminary Engineering Report.

1.3 Design Criteria/Assumptions

COMPANY's approach will focus on proactive communication and project management as well as the application of our broad engineering expertise to deliver applicable system planning alternatives.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

PHASE 1 – PRELIMINARY DESIGN SERVICES

TASK A – PROJECT MANAGEMENT

1. Project Management. Provide on-going project management during the study phase. Project management to include review of budget and schedule, project staffing, invoicing to the client, and internal coordination. Assume study will last for five (5) months or less.
2. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines.
3. Data Collection. COMPANY will work with CLIENT to gather data needed for this work.
 - Gather existing sewer plans to determine slope and capacity and potential improvements if upsizing is required.
 - Discuss system deficiencies.
 - Gather existing sanitary sewer evaluation studies (SSES).
 - Gather Lift station plans and pump curves. Gather existing lift station flows to determine existing average and peak flows.
 - Gather up to date GIS data and aerial images for use as backgrounds for the study.
 - Collect existing WWTP plans, design flows, influent/effluent flows for past 3 years.
 - Obtain flood elevations and river elevations for critical facilities.
 - CLIENT sewer agreements with other entities. The other entity flow information shall be received.

4. Project Progress Meeting. Conduct periodic meetings and conference calls to keep CLIENT informed of progress on the project. Provide summary of the project tasks, schedule and budget. Assume three (3) progress meetings with CLIENT.
5. Regulatory Coordination. COMPANY will coordinate with the Texas Commission on Environmental Quality (TCEQ) for wastewater treatment plant improvements, and Preliminary Engineering Report (PER) guidelines.
6. Funding Coordination. COMPANY will coordinate cost information, prioritization and schedule with the Funding Contractor (Public Management, Inc).
7. FEMA Coordination. COMPANY will attend one meeting and provide information (damage and mitigation costs) to the CLIENT for negotiating appropriations.
8. QC Review. Conduct an internal quality control (QC) review of the study and costs before draft report is submitted.

TASK B – PRELIMINARY ENGINEERING REPORT

1. Sewer Treatment Plant.

- 1.1. Influent Lift Station and Headworks. COMPANY will review the influent lift station and Headworks to determine extent of damages caused by flooding. Assessment will include electrical, structural, and mechanical elements. Recommendations will include restoration of facilities to integrity similar to pre-flood condition.
- 1.2. Plant Outfall. COMPANY will
 - Review WWTP plans to create hydraulic profile. Survey confirmation will be completed in Phase II – Final Design.
 - Confirm with CLIENT staff any anticipated growth/changes in flows
 - Complete Alternative analysis
 - Effluent pump station – COMPANY will complete preliminary sizing, location, layout based on hydraulic profile and discussions with the CLIENT.
 - Gravity outfall – COMPANY will complete sizing, location/route based on hydraulic profile and discussions with the CLIENT.
- 1.3. COMPANY will recommend improvements that will mitigate potential flooding in the future to the facilities noted herein.
- 1.4. Complete Engineers Opinion of Probable Cost
- 1.5. Confirm recommendations with the CLIENT.

2. Manhole/Collection Line Rehabilitation. COMPANY to use a NASSCO basis and GIS location for the following

- 2.1. Sanitary Manholes Objective: To locate sanitary manholes and structures identified on the GIS map provided by the CLIENT (765 manholes), employing GPS survey technology to document the following features:
 - Horizontal coordinates (State Plane)
 - Manhole center invert
 - Pipe invert elevation(s) into manhole (drop connection manholes)
 - Rim elevation
 - Pipe diameter into and out of manhole
 - Manhole diameter
 - Manhole construction material
- 2.2. Gravity Sewer (See Table for Approximate Lengths from GIS map provided by Public Management, Inc.)

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- Pipe inside diameter viewed from manholes and verified by previous drawing/reports.
- Pipe length (as determined from MH-to-MH invert survey)
- Pipe material (as available on sewer plans and as noted by survey crew)
- Pipe slope (as determined from MH-to-MH invert survey)

GIS Map Pipe Inventory – Gravity Sewer			
Line Size	Length (ft)	Records	Observations
unknown	2,797	20	No information available
6-inch	156,132	437	
8-inch	64,218	164	
10-inch	23,427	69	
12-inch	28,766	67	
15-inch	6,343	12	
16-inch	4,028	5	
18-inch	8,671	27	
24-inch	12,457	27	one record indicated 24' for line size

- 2.3. COMPANY will create a new database for GIS deliverable; database will pull in existing City GIS information. Setup will be using ESRI GIS platform.
- 2.4. Budget assumes crew can evaluate 20 manholes per day with CLIENT staff locating, unbolting, opening and closing manholes. Assessment would be completed by NASSCO certified staff with critical elevations/locations obtained with survey grade Topcom instrument or equal. This assumes all manholes can be obtained by GPS instrument, if canopy issues are a concern they may need to be picked up by supplemental survey.
- 2.5. Review existing SSES report information (collected by others). Incorporate recommendations not completed to date into the GIS recommendations list. CLIENT to provide a list of projects identified in the existing SSES report that have been completed.
- 2.6. See Supplemental services for televising and cleaning scope.
- 2.7. See Supplemental services for smoke testing.
- 2.8. Alternative analysis
 - COMPANY will review findings of field investigations and determine appropriate manhole rehab/lining system.
 - COMPANY will review findings of new CCTV reports and determine appropriate sewer line rehab system.
- 2.9. Complete Engineers Opinion of Probable Cost
- 2.10. Develop prioritized schedule for rehabilitation of manholes and sewer collection lines.
- 2.11. Confirm recommendation with the CLIENT.

3. Rehabilitate Lift Stations.

- 3.1. Site visit/Inspection of each lift station. COMPANY will review the lift station for structural (visible), mechanical, and electrical deficiencies

- Check pump capacities, number of pumps, and deficiencies
 - Budget assumes 6 lift stations can be reviewed per day.
 - Determine damage assessed due to recent flooding.
 - During the GIS collection, COMPANY will get top lift station elevations and attempt to get incoming sewer invert.
- 3.2. Review of maintenance records (if available); review of areas of overflows (if available.)
- 3.3. Confirm flood plain data and location of critical facilities and the required level of protection to provide reliable service per the TCEQ regulations. Floodplain information from FEMA FIRM maps will be incorporated into GIS as a layer.
- 3.4. Obtain from CLIENT projected future conditions.
- 3.5. Evaluation of the lift station findings to determine needed improvements to each lift station. Include improvements to mitigate future flooding occurrences.
- 3.6. Complete Engineers Opinion of Probable Cost of lift station improvements.
- 3.7. Develop prioritized schedule for rehabilitation of lift stations.
- 3.8. Confirm recommendation with the CLIENT.
4. **Complete Draft Preliminary Engineering Report.** COMPANY will document findings from items 1-3 above into a draft Preliminary Engineering Report (PER). A quality control review will be completed and five (5) copies submittal to the CLIENT for review. A review meeting will be established to review PER and coordinate comments.
5. **Final PER.** COMPANY will finalize PER based on the comments received. Five (5) copies of the final PER will be submitted to the CLIENT. One (1) copy will be sent to each the TCEQ and FEMA coordinator.

3.0 Deliverables and Schedules Included in this Agreement

Phase 1 deliverables will include meeting minutes, draft and final PER.

<u>Phase 1 Task</u>	<u>Schedule</u>
Contract Authorization	September 2015
Kickoff Meeting/Data Collection	September 2015
Field Investigations.....	September – November 2015*
Draft PER	December 2015
Final PER	January 2016

*Clean and Televising will take approximately 80 crew days. This is not included in the schedule above. If televising supplemental service is chosen the Draft and Final PER dates will be delayed by up to 4 months.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement but can be added at proposed or negotiated fee:

1. COMPANY through a subcontractor will provide CCTV investigations of the collection system. Line lengths and pipe sizes were determined from the GIS Map provided by Public Management, Inc. and included gravity sewer only (no forcemains).

Hardin Sewer	McGuire Road to Wallisville Lift Station - 18" (6,416 LF), 15" (6,566 LF), 12" (8,337 LF), 10" (2,549 LF), 8" (2,138 LF)
Ames Sewer	Able Road to Hwy 146 Bypass – 12" (1,347 LF), 10" (679 LF), 8" (843 LF)
Texas Avenue	Heights to Washington Lift Station – 18" (998 LF), 16" (1,497 LF), 12" (4,013 LF)
Park Place	Cook Road to Travis Street Lift Station – 12" (5,573 LF)
Bowie Street	Travis Street Lift Station to WWTP – 24" (10,654 LF)

We propose to complete this work for **\$253,000** per the lengths above and the pricing sheet provided by Chief Solutions. See pricing sheet for additional definitions and assumptions. Includes 30% of total linear footage of pipe sizes 6" -12" needing heavy cleaning and 40% of total linear footage of pipe sizes 15"-24" needing heavy cleaning. This work is expected to take approximately 80 Crew Days. If two crews are used this number would be cut in half, etc.

2. Smoke testing of the collection system (by Subcontractor). COMPANY will coordinate smoke testing of the collection system as need is determined by the CLIENT. COMPANY proposes the following associated cost; mobilization cost of \$2,750 and \$0.72 per linear foot.
3. Flow Monitoring (by Sub-Consultant).
4. Additional Sanitary sewer system condition assessment not included in scope.
5. Hydraulic modelling of the collection system
6. GIS mapping and exhibits. This work will be completed as part of the non-FEMA contract.
7. Topographic survey services.
8. Easement research.
9. Environmental Investigations including Phase I Site Assessments.
10. Environmental coordination for federal funding.
11. Property owner discussions.
12. Public meetings.
13. Geotechnical exploration and/or coordination.
14. Investigation of laterals or sewer on private property including downspouts or sump pumps.

15. Reuse water Contract to sell/distribute water to private industries.
16. Bypass pumping for work of this contract.
17. Final design, bidding, or construction phase services.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Public Management, Inc of Cleveland Texas is providing all funding assistance and environmental assistance.

6.0 Client Responsibilities

CLIENT staff shall provide the following items:

1. Pertinent available drawings, reports, data, maps, benchmarks, and GIS utility information as needed and described herein.
2. Existing lift station flows to determine existing average and peak flows. Existing lift station drawings and O&M manuals will be needed.
3. Expanded service areas.
4. Existing WWTP plans.
5. Previous sewer system studies and drawings.
6. Existing sewer televising videos and reports.
7. CLIENT shall provide retrospective information regarding collection system trouble spots including overflows, collapses, inundations, etc.
8. Prompt review of drawings, specifications, sketches, and information submitted by the COMPANY.
9. Provide staff to locate, unbolt, open, and close manholes ahead of assessing crew.
10. Conduct private property investigations for inflow sources.
11. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
12. Legal review of information as needed by the project.
13. Traffic Control for any services in this contract including televising crew, manhole assessment crew, flow monitoring crew, etc. CLIENT shall negotiate any permits (County or State) for traffic obstructions for work of this contract.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Phase 1 Lump sum in the amount of **\$259,090**.

Supplemental Services Item 1 Closed Circuit Televising and Cleaning. Add to the lump sum in the amount of **\$253,000** per the pricing sheet from Chief Solutions and line segment lengths provided by the Client and the table in the supplemental discussion above. Line lengths and pipe sizes were determined from the GIS Map provided by Public Management, Inc. Based on the linear footage of cleaning and televising needed, COMPANY expects this work to be completed in 80 crew days. Price includes 10% COMPANY markup of subcontractor. HR Green has included four months of project management time for this additional effort.

Supplemental Services Item 2 Smoke Testing. COMPANY proposes the following associated cost; mobilization cost of \$2,750 and \$0.72 per linear foot. COMPANY suggests including **\$25,000** budget for this work.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Texas.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall ~~defend, indemnify and~~ hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT ~~waives any claim against COMPANY, and agrees to defend, indemnify and~~ hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports,

data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to ~~indemnify and~~ hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this

Professional Services Agreement
Preliminary Engineering Report – FEMA Sanitary Sewer Assessment]
August 18, 2015
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AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Michael J. Halde, PE

Approved by: _____

Printed/Typed Name: Steve Sparks, PE

Title: _____ Date: _____

City of Liberty, TX

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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Chief Solutions, Inc.

Contractors and Engineers

1535 N. Post Oak Road - Houston, TX 77055 Ph. (713) 682-3231
Fax (713) 682-3238 E-mail: Chief@chiefsolutionsinc.com

July 21, 2015

HR Green, Inc.

11011 Richmond Ave Suite 375

Houston, TX 77042

Attention: Mr. Mike Halde

Reference: City of Liberty, TX SSES Activities

Via E-mail: mhalde@hrgreen.com

515-306-7024 (Mike Cell)

713-338-8013 (Office)

We propose to furnish labor, tools, equipment and supervision necessary to perform the activities listed below on the above referenced project for the unit prices and conditions as follows:

PIPE SIZE	DESCRIPTION	QTY.	UNIT	UNIT PRICE
n/a	Smoke test mobilization	1	EA	\$2,500.00
varies	Smoke test	5,000' to 60,000'	LF	\$0.65
varies	Smoke test	60,000' to 150,000'	LF	\$0.50
varies	Smoke test	150,000' to 300,000'	LF	\$0.45
n/a	Clean and TV mobilization	1	EA	\$4,000.00
6"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$2.50
8"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$2.50
10"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$2.50
12"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$3.00
15"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$3.00
16"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$3.00
18"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$4.00
24"	Normal Clean & Televiser Sanitary Sewer	4,000' plus	LF	\$4.00
6" - 12"	Heavy Cleaning Adder	no minimum	LF	\$1.25
15" - 24"	Heavy Cleaning Adder	no minimum	LF	\$2.00

OUR BID IS BASED ON THE FOLLOWING:

1. If manholes cannot be located by probing and/or detected by using a metal detector, locating of manholes and accessibility for entry will be the responsibility of others. Manholes must be accessible for entry.
2. We have not included bypass pumping.
3. It is assumed that traffic control, permits and TCP plans will be performed by others at no cost to Chief Solutions, Inc.
4. Pricing for clean and televiser sanitary sewer is contingent on the assumption that we will be allowed to use any and all fire hydrants that are most convenient to line being cleaned and the meter can be moved by our own forces.
5. For the purpose of this proposal, mechanical cleaning is defined as anything affixed to the pipe that doesn't get removed during normal cleaning and is not included in our prices but rather it is assumed that any need for such would be negotiated in the form of a change order.
6. For the purpose of this proposal, Normal Cleaning is defined as 3 or less passes with cleaning nozzle and heavy cleaning price would be in addition to normal cleaning prices if more than 3 passes is needed to clean the line.

We appreciate the opportunity of quoting this work and look forward to working with you on this project.
If I can provide additional information please contact me.

Sincerely,

Chief R. Davis
Chief Solutions, Inc.



August 19, 2015

Mr. Tom Warner
Public Works Director
City of Liberty, Texas
1829 Sam Houston
Liberty, TX 77575

Re: Preliminary Engineering Report (PER)- Sanitary Sewer Assessment Update to FEMA Agreement Including Expanding Service Areas and WWTP Effluent Reuse

Dear Mr. Warner:

Enclosed are two (2) signed copies of our Professional Services Agreement for the Sanitary Sewer Assessment Update to FEMA PER for the City of Liberty, TX. Total engineering fee for the scope of services is \$137,360 with proposal for two supplement services adding \$65,000. A breakdown of these services is as follows:

Project Management	\$ 17,910
Data Gathering/Collection	\$ 4,600
Sewer Treatment Plant	\$ ---
Manhole/Collection Rehab	\$ 17,780
Evaluation of Lift Station Consolidation	\$ 13,500
Evaluation of Expanded Service Areas	\$ 14,750
Effluent Reuse	\$ 9,580
Prioritize Improvements in GIS	\$ 33,500
<u>Preliminary Engineering Report</u>	<u>\$ 25,740</u>
Total Engineering Fees	\$ 137,360

Supplemental Services include:

Develop a Hydraulic Model	\$ 35,000
<u>Budget for Flow Monitoring</u>	<u>\$ 30,000</u>
Total including Supplemental Services	\$ 202,360

Please review the agreement and sign and date both copies, retain one (1) for your files and return the second to our office. Once we are authorized for this project, we expect to complete this work within five months. If you have any questions regarding this proposal, please don't hesitate to contact me.

Respectfully submitted,

HR Green, Inc.

Mike Halde, P.E.
Sr. Project Manager

Enclosures

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HRGreen.com

Phone 713.965.9996 Fax 713.965.0044 Toll Free 800.728.7805
11011 Richmond Avenue, Suite 375, Houston, Texas 77042



PROFESSIONAL SERVICES AGREEMENT

For

**Preliminary Engineering Report - Sanitary Sewer Assessment Update to FEMA Agreement
including Expanded Service Areas and WWTP Effluent Reuse**

Tom Warner, PE
Public Works Director
City of Liberty, Texas
1829 Sam Houston
Liberty TX, 77575
(936) 336-3684

Mike Halde, PE
Project Manager
HR Green, Inc.
11011 Richmond Ave, Suite 375
Houston, TX 77042
HR Green Project Number 85150001.02

August 18, 2015

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THIS **AGREEMENT** is between City of Liberty, TX (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The wastewater collection system is an aging system with various materials for gravity sewer lines and manholes. The area is relatively low with high groundwater. This combination provides opportunity for an excessive amount of infiltration and inflow into the sewer. This excess water creates problems with conveyance and treatment.

A parallel agreement is being completed to assess damage incurred due to flooding during the 2015 spring flooding from excessive rainfall in the Trinity River watershed. Work included as part of that agreement includes wastewater treatment plant influent lift station, headworks, and outfall assessment and evaluations; collection system manhole and line assessment and evaluations; and lift station assessment and evaluations. A draft PER with costs will be completed as part of that agreement. This agreement is to incorporate the findings from that agreement scope and add non-flood related improvements the City needs.

Funding not covered by the FEMA appropriation or Community Development Block Grant (CDBG) will be applied for from the Texas Water Development Board as a Clean Water State Revolving Fund loan for planning and design. Additional TWDB funding will be applied for to fund bidding construction project costs including engineering services. Funding and procurement assistance is being provided directly to the CLIENT by Public Management, Inc. of Cleveland, TX.

COMPANY was provided a summary scope of services by the CLIENT as follows:

- **Lift Station Consolidation.**
Company will review the information from the FEMA PER and recommend any consolidation opportunities available for the lift stations.
- **Expansion of Sewer Service**
Several areas within the City are not currently served by the sanitary sewer system. This project will provide service to those areas where feasible and economical.
- **Reuse**
Several industrial customers, in the vicinity of the Sewer Treatment Plant, currently use potable water in their manufacturer process. The construction of a reuse transmission line and reuse pump station would result in a significant reduction in the amount of potable water used by these industries.

1.2 Key Issues

- Reduction of Infiltration and Inflow.
- Restoration of facilities to handle future flows. Future flows are not expected to substantially change except for service areas added.

- A separate PER will be developed documenting damages resulting from flooding and mitigation improvements. This effort will expand that PER to be comprehensive and include a funding description.
- A subsequent Final Design and Construction project will follow this Preliminary Engineering Report.
- Sanitary sewer issues such as collection and conveyance, capacity, management, operations, wet weather system impacts, maintenance and expansion create a need for a holistic analysis providing clear and quantifiable solutions. By developing a robust and dynamic software model of the sanitary system, COMPANY will assess and develop a prioritization improvement list that will provide CLIENT with the information needed to make informed infrastructure decisions. The GIS collection and mapping update will provide an ongoing platform to document status and needs of the collection system.

1.3 Design Criteria/Assumptions

COMPANY's approach will focus on proactive communication and project management as well as the application of our broad engineering expertise to deliver applicable system planning alternatives. COMPANY will utilize existing televising information available from CLIENT.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

PHASE 1 – PRELIMINARY DESIGN SERVICES

TASK A – PROJECT MANAGEMENT

1. Project Management. Provide on-going project management during the study phase. Project management to include review of budget and schedule, project staffing, invoicing to the client, and internal coordination. Assume study will last for five (5) months or less. If televising is completed as part of the FEMA assessment project, the schedule could
2. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines.
3. Data Collection. COMPANY will work with CLIENT to gather data needed for this work.
 - Gather existing sewer plans to determine slope and capacity and potential improvements if upsizing is required.
 - Gather Lift station plans and pump curves. Gather existing lift station flows to determine existing average and peak flows.
 - Gather up to date GIS data and aerial images for use as backgrounds for the study.
 - CLIENT to identify Expanded Service area and future flows from these areas.
 - Collect existing WWTP plans, design flows, influent/effluent flows for past 3 years.

- CLIENT sewer agreements with other entities. The other entity flow information shall be received.
- 4. Project Progress Meeting. Conduct periodic meetings and conference calls to keep CLIENT informed of progress on the project. Provide summary of the project tasks, schedule and budget. Assume three (3) progress meetings with CLIENT.
- 5. City Council Update. Attend three (3) council meetings to provide progress updates to CLIENT.
- 6. Regulatory Coordination. COMPANY will coordinate with the Texas Commission on Environmental Quality (TCEQ) for reuse requirements, outfall improvements, and Preliminary Engineering Report (PER) submittal.
- 7. Funding Coordination. COMPANY will coordinate cost information, prioritization and schedule with the Funding Contractor (Public Management, Inc).
- 8. QC Review. Conduct an internal quality control (QC) review of the study and costs before draft report is submitted.

TASK B – PRELIMINARY ENGINEERING REPORT

1. Sewer Treatment Plant

- 1.1. Influent Lift Station and Headworks. COMPANY will incorporate findings of the FEMA Assessment PER. Recommendations will include restoration of facilities to integrity similar to pre-flood condition.
- 1.2. Plant Outfall. COMPANY will incorporate findings of the FEMA Assessment PER. Recommendations will include restoration of facilities to integrity similar to pre-flood condition.
- 1.3. Any Mitigation elements at the WWTP will be incorporated from the FEMA Assessment PER.

2. Manhole/Collection Line Rehabilitation.

- 2.1. COMPANY to incorporate findings from the FEMA Assessment PER
- 2.2. Review existing SSES report flow monitoring information (collected by others). These flows will be used to confirm existing system flows and will be used as the basis for the future flows.
- 2.3. See Supplemental services for additional flow monitoring if needed.
- 2.4. Review existing SSES report smoke testing information (collected by others). This information will be used to supplement findings and PER.
- 2.5. See Supplemental services for hydraulic modelling of sewer collection system.
- 2.6. COMPANY will expand the database prepared under the FEMA contract for GIS deliverables, database will pull in existing City GIS information including smoke testing and flow monitoring sites. Setup will be using ESRI GIS platform.
 - o COMPANY will create a map book of sanitary sewer features.
 - o COMPANY will create exhibits for prioritized improvements.
 - o COMPANY will deliver database in ESRI platform.
- 2.7. Update Engineers Opinion of Probable Cost
- 2.8. Update prioritized schedule for rehabilitation of manholes and sewer collection lines.
- 2.9. Confirm recommendation with the CLIENT.

3. Rehabilitate Lift Stations.

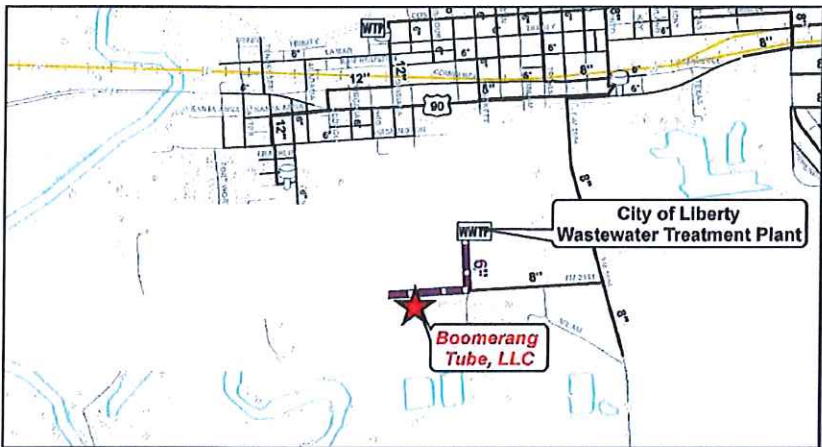
- 3.1. COMPANY to incorporate findings from the FEMA Assessment PER.
- 3.2. COMPANY to evaluate potential consolidation of lift stations and costs related
- 3.3. If Hydraulic modelling (Supplemental Service) is completed, those results will be utilized to predict and confirm peaking factors for design condition.
- 3.4. Update Engineers Opinion of Probable Cost of lift station improvements.
- 3.5. Update prioritized schedule for rehabilitation of lift stations.\
- 3.6. Confirm recommendation with the CLIENT.

4. Expansion of Sewer Service.

- 4.1. Based on GIS map provided by Project Management, Inc., it appears the following areas are not currently served by the sanitary sewer system
 - o Woodspring area between the Lakeland Dr. and State HWY 146. Sewer and Lift Station are under construction. Approximately 375 houses.
 - o Country Club area near County Club Ln on the west edge of town.
 - o Area northeast of town, along McGuire Road; approximately 2600 ft from existing gravity lines on McGuire Road; Approximately 25 houses.
- 4.2. Identify sewer routing and gravity or pumped collection to provide service to these areas. LIDAR information will be obtained from TNRIS and implemented into the GIS database to determine conveyance scenario.
- 4.3. Complete cost analysis for two areas identified. Cost will not include private connections.
- 4.4. COMPANY will update GIS database with expanded service areas and confirm flows for design conditions of lift stations and collection system connection points.
- 4.5. Confirm recommendation with the CLIENT.

5. Reuse.

- 5.1. Identify potential users and projected needs (as well as demand requirements, i.e., 24-hour plants, high-use processes, etc.), projected quality of water
- 5.2. Alternative analysis
 - o Pump station and storage need and location/layout at WWTP site;
 - o Route of distribution system, approximately 4,000 ft along existing effluent pipe from WWTP to Boomerang Tube, LLC.
- 5.3. Complete Engineers Opinion of Probable Cost for improvements.
- 5.4. Confirm recommendation with the CLIENT.
- 5.5. TCEQ Coordination to include preliminary concept approval. CLIENT will draft agreement with Industry and complete permitting and any related submittals/coordination with TCEQ.



- 6. **Complete Draft Preliminary Engineering Report.** COMPANY will document findings from items 1-5 above into a draft Preliminary Engineering Report (PER). Cost information and funding source summary will be provided in the PER to allow for funding applications to be completed by Public Management. A quality control review will be completed and five (5) copies submittal to the CLIENT for review. A review meeting will be established to review PER and coordinate comments.
- 7. **Final PER.** COMPANY will finalize PER based on the comments received. Five (5) copies of the final PER will be submitted to the CLIENT.

3.0 Deliverables and Schedules Included in this Agreement

Phase 1 deliverables will include meeting minutes, draft and final PER.

<u>Phase 1 Task</u>	<u>Schedule</u>
Contract Authorization	September 2015
Kickoff Meeting/Data Collection	September 2015
Field Investigations.....	September – November 2015
Draft PER	December 2015*
Final PER	January 2016*

*Clean and televising (in FEMA contract) is not included in the schedule above. The schedule shown will be shifted based on cleaning and televising completed (up to 4 months). Hydraulic model and flow monitoring supplemental services could be concurrent to cleaning and televising effort but could result in delay for draft PER.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement but can be added at proposed or negotiated fee:

1. Development of Hydraulic Model

- a. Objective: Build and calibrate a hydraulic software model of the existing sanitary sewer system for both existing dry weather and wet weather flow. The COMPANY will also allow for up to and including five additional scenarios, to be developed with CLIENT input throughout the project, including 3 year, 10 year and 100 year rainfall system impacts. Utilizing the hydraulic model, the team will identify hydraulic bottlenecks in the system during the peak wet weather flows and engineering options for resolution of the problem(s).
- b. Approach: Input available data into a hydraulic model of the existing sanitary system collected during the GIS/surveying task and provided by the CLIENT. Data will include manhole locations, manhole material, manhole center invert, pipe locations, pipe inverts (drop connections), pipe size, pipe material, structure rim elevations, and operational characteristics, flow generation per area and system reaction to rainfall data. Calibration of the sewer system in the model will utilize sanitary flow data and potable water demands provided by the CLIENT or developed from typical use patterns. Wet weather flow through the system will be analyzed and calibrated to the researched storm events, then expanded/curtailed to 3 year, 10 year and 100 year storm events for evaluating system flow restrictions.
- c. Deliverables: The deliverables for this task will include a Hydraulic Modeling Technical Memorandum of findings with results interpretation and an electronic copy of the model input and output files. The Technical Memorandum will include a description of all assumptions used in preparing the model, the methodology used to prepare the model, and any anomalies identified during the modeling process. Interpretation of the results will include noting areas of concern in the system, probable causes of the concern and recommendations regarding solutions or further evaluation. Another deliverable included in this task is a workshop presentation of the model results that includes snapshots of the extended period simulations showing potential problems identified in the system.

2. Flow Monitoring and Analysis

- a. Objective: To gather and analyze dry weather and wet weather flow information from flow monitoring equipment located throughout the City in various strategies sub-basin areas. This information will be used to calibrate the hydraulic model of the system.
- b. Approach: The COMPANY will review existing flow monitoring data as part of the scope of this agreement. If additional monitoring is required. COMPANY will utilize a subcontractor. The additional data collected will supplement any data provided by the CLIENT.

- c. Subcontractor will provide and maintain flow meters throughout the sub-basin areas to isolate areas with high inflow and infiltration.
 - d. Data will be collected from these meters on a regular basis to ensure that the flow meters are working properly and accurate data is being collected.
 - e. The flow meters will be installed for a monitoring period of three months.
 - f. A rain gauge will also be installed in town to collect local rainfall data while the flow meters are installed. Precipitation data may also be obtained from a local USGS rain gauge.
 - g. A QA/QC program will be followed to ensure the integrity of the collected data.
 - h. Deliverables: Summary data from the flow monitoring evaluation will be used as input data for the hydraulic modeling, and will be included in the final Tech Memo.
3. Changes to the findings and recommendations of the FEMA Assessment PER as part of this work.
 4. Review of the SSES report hydraulic model.
 5. Additional CCTV investigations of the collection system.
 6. Smoke testing of the collection system (by Sub-Consultant).
 7. Flow Monitoring (by Sub-Consultant).
 8. Additional Sanitary sewer system condition assessment not included in scope.
 9. Hydraulic modelling of the collection system
 10. Topographic survey services.
 11. Easement research.
 12. Environmental Investigations including Phase I Site Assessments.
 13. Environmental coordination for federal funding.
 14. Property owner discussions.
 15. Public meetings.
 16. Geotechnical exploration and/or coordination.
 17. Investigation of laterals or sewer on private property including downspouts or sump pumps.
 18. Reuse water Contract to sell/distribute water to private industries.
 19. Bypass pumping of work for this contract.
 20. Final design, bidding, or construction phase services.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Public Management, Inc of Cleveland Texas is providing all funding assistance and environmental assistance..

6.0 Client Responsibilities

CLIENT staff shall provide the following items:

1. Pertinent available drawings, reports, data, maps, benchmarks, and GIS utility information as needed and described herein.
2. Existing lift station flows to determine existing average and peak flows. Existing lift station drawings will be needed.
3. Expanded service areas.
4. Existing WWTP plans.

5. Previous sewer system studies and drawings.
6. Existing sewer televising videos and reports.
7. CLIENT shall provide retrospective information regarding collection system trouble spots including overflows, collapses, inundations, etc.
8. Prompt review of drawings, specifications, sketches, and information submitted by the COMPANY.
9. Provide staff to locate, unbolt, open, and close manholes ahead of assessing crew.
10. Conduct private property investigations for inflow sources.
11. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
12. Legal review of information as needed by the project.
13. TCEQ coordination related to water reuse.
14. Provide SSES electronic documents including hydraulic model (including runs), and electronic CAD or GIS maps.
15. Traffic control for any services in this contract including flow monitoring, etc. CLIENT shall negotiate any permits (County or State) for traffic obstructions for work of this contract.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

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7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Phase 1 Lump sum in the amount of \$137,360.

Supplemental Service Item 1 Development of a Hydraulic Model. Add to the lump sum in the amount of \$35,000.

Supplemental Service Item 2 Flow monitoring and Analysis. COMPANY will provide through a subcontractor flow monitoring equipment at a cost of \$5,000 per meter for up to three months. Meters have to be installed and removed at the same time. A mobilization charge of \$5,000 will be added. Suggest budget of \$30,000.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Texas.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall ~~defend, indemnify and~~ hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT ~~waives any claim against COMPANY, and~~ agrees to ~~defend, indemnify and~~ hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to ~~indemnify and~~ hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to ~~defend, indemnify, and~~ hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages,

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and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their

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independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Michael J. Halde, PE

Approved by: _____

Printed/Typed Name: Steve Sparks, PE

Title: _____ Date: _____

City of Liberty, TX

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

[File Tag-PSA ver. 040510]



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.2

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Contracts

COUNCIL ACTION (ID # 3327)

DOC ID: 3327 A

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made as of the ____ day of _____, 2015 by and between the CITY OF LIBERTY, Texas, hereinafter called the OWNER, and O'MALLEY STRAND ASSOCIATES, INC., 203 South Jackson Street, Brenham, Texas 77833, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct water well(s), pumping, storage and distribution facilities funded by the Texas Water Development Board DWSRF Program, hereinafter called the PROJECT.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

1. THE ENGINEER AGREES to perform the following Engineering services for the PROJECT:

a. General: The Engineer shall serve as the Owner's professional representative in the planning and observation of construction of the Project, and shall give consultation and advice to the Owner during the performance of his services.

(1) Copyright or Patent Infringement: The Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting therefrom, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Engineer in writing.

(2) Insurance: The Engineer agrees to maintain, for the duration of this contract the insurance coverages and limits as described below. The Engineer must deliver to the Owner a certificate(s) of insurance evidencing that such policies are in full force and effect within 5 business days of notification of the Owner's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days may cause the contract to be rejected. The Owner reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the Owner's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liability and obligations assumed by the Engineer under the Agreement.

(a) Commercial General Liability Insurance – Limit of liability not less than \$1,000,000 per occurrence. Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.

(b) Professional Liability Insurance – Limit of liability not less than

\$1,000,000 per occurrence. Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to subcontractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

(c) Business Automobile Liability Insurance – Limit of liability not less than \$1,000,000 per occurrence. Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirements shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

(d) Workers' Compensation Insurance & Employers' Liability Insurance – Statutory & \$500,000/\$500,000/\$500,000. The Engineer agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Engineer shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

b. Basic Services of the Engineer:

(1) Design Phase:

After written authorization to proceed with the Design Phase, Engineer shall:

(a) On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by the contractors on the Project (hereinafter called "Drawings"), and Specifications.

(b) Furnish to the Owner such documents and design data as may be required for, and assist in the preparation of, the required documents so that Owner may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

(c) Advise the Owner of any adjustments to his latest opinion of probable Project Cost caused by changes in scope, design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

(d) Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions and other related documents.

(e) Furnish eight (8) copies of the above documents and present and review them in person with the Owner.

(2) Construction Phase:

After written authorization to proceed with the Construction Phase, the Engineer shall:

(a) Assist the Owner in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.

(b) Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

(c) Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

(d) Assist Owner in evaluating bids or proposals and in assembling and awarding contracts.

(e) Consult with and advise Owner and act as his representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in said Standard General Conditions shall not be modified without the Engineer's written consent. All of the Owner's instructions to Contractor(s) will be issued through the Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

(f) Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the Contract Documents, but he shall not be responsible for the failure of the Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on site observations he shall keep the Owner informed of the progress of the work, shall endeavor to guard

the Owner against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

(g) Review and approve Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

(h) Issue all instructions of Owner to Contractor(s); prepare routine change orders as required; he may, as Owner's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of Owner and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but the Engineer shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

(i) Based on his on site observations and on his review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor(s) and approve in writing payments to Contractor(s) in such amounts. Such approvals of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment the Engineer will not be deemed to have represented that he has made any examination to determine how or for what purpose any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that he has made a thorough and comprehensive examination to determine the extent to which the Contractor has performed in accordance with the Contract Documents.

(j) Conduct a review to determine if the Project is substantially complete and a final review to determine if the Project appears to have been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may approve, in writing, final payment to each Contractor.

(k) The Engineer shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

(l) Prepare for the Owner, within sixty (60) days after completion of the construction, a set of record prints marked "Record Drawings" showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.

(m) Provide assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Owner will be furnished copies of all shop drawings, equipment literature, wiring diagrams, etc., submitted to the Engineer for approval by the Vendor.

c. Additional Services of Engineer:

(1) General:

If authorized in writing by the Owner, the Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Service; these will be paid for by the Owner.

(a) Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

(b) Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the Owner.

(c) Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.

(d) Providing renderings or models for the Owner's use.

(e) Preparing documents for alternate bids requested by Owner for work which is not executed or documents for out of sequence work.

(f) Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the Owner.

(g) Furnishing the services of special consultants for other than the

normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, selection of furniture and furnishings, communications, acoustics, kitchens and landscaping.

(h) Services in connection with change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

(i) Services during out of town travel required of the Engineer other than visits to the Project site as required by paragraph 1.b.

(j) Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days notwithstanding any Owner approved change order work, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

(k) Construction staking for the project.

(l) Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

(m) Preparation of operating and maintenance manuals.

(n) Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

(o) Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the Project.

(p) Additional services in connection with the Project, including services normally furnished by the Owner and services not otherwise provided for in this Agreement.

(q) If requested by the Owner or recommended by the Engineer and agreed to in writing by the Owner, a Resident Project Representative and assistants will be furnished and will act as directed by the Engineer in order to provide more extensive representation at the Project site during the Construction Phase. Such services will be paid for by Owner as indicated in paragraph 3.c.

(r) Through more extensive on site observations of the work in progress

and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work, but the furnishing of such resident Project representation will not make the Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

d. Reimbursable Services of the Engineer: Reimbursable services shall include the following items when authorized in writing by the Owner: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications in addition to those specified in paragraphs 1.b.(1)(e) of this Agreement.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. Access to the Work: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

b. Consideration of the Engineer's Work: The Owner shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. Legal Requirements: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

d. Proposals: The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

e. Protection of Markers: The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Engineer.

f. Standards: The Owner shall furnish the Engineer with a copy of any design and construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.

g. Owner's Representative: The Owner shall designate in writing, by appendix to this Agreement, a single person to act as the Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy

and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. General:

(1) Definitions of Construction Cost of the Project, as herein referred to, means the total cost of all work designed or specified by the Engineer but does not include any payments to the Engineer or other consultants.

(2) Payments Withheld from Contractors: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

(3) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom, and including a profit commensurate to the profit margin provided for in Additional Services.

(4) Progress Payments: Once each month, the Owner shall pay the Engineer for professional services performed under paragraphs 1.b., 1.c. and 1.d. of this Agreement in proportion to services performed during the period.

b. Payments for Basic Services of the Engineer: The Owner shall pay the Engineer for the Basic Services described in paragraph 1.b. of this Agreement lump sum basic fees for each project component category as shown below:

(1)	One New Water Well and Existing Water Well Rehabilitation	\$115,000.00
(2)	Two New Ground Storage Tanks	\$90,000.00
(3)	One New Elevated Storage Tank	\$100,000.00
(4)	Two New Booster Pump Stations	\$214,000.00
(5)	Approximately 36,000 L.F. of 12" Water Line Extension	\$212,000.00

Monthly progress payments shall be made in accordance with percentage of work completed for each project component category. At the completion of each phase of the work progress payments shall total the following percentages of the Basic Services fee:

Final Plans and Contract Documents:	75%
Construction Completion:	100%

c. Payments for Additional Services of the Engineer: The Engineer shall be reimbursed according to Attachment "A" Schedule of Charges for the additional services outlined under paragraph 1.c. The additional services anticipated on this project along with the estimated costs are presented in Attachment "B" Schedule of Additional and Reimbursable Services.

d. Payment for Reimbursable Services of the Engineer: The Engineer shall be reimbursed at cost plus fifteen percent (15%) for the reimbursable services outlined under paragraph 1.d. At the Owner's option, he may elect to pay directly those persons, companies, corporations, etc., providing reimbursable services, thus avoiding the fifteen percent (15%) surcharge the Engineer would be entitled to if the Engineer is responsible for making payment to subcontractors.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. Termination: This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the Engineer, the Engineer shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

b. Disputes: Should a dispute arise during the course of this project, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

c. Ownership of Documents: The completed tracings and master specifications sheets shall remain the property of the Engineer, and reproduction of them in whole or in part shall not be used on additions to the Project or on any other project except upon written Agreement with the Engineer.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

6. SPECIAL PROVISIONS: The Owner and the Engineer mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other provisions of this Agreement.

a. This agreement may be amended by mutual written amendment which shall be attached to and incorporated into this agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF LIBERTY

ENGINEER:
O'MALLEY STRAND ASSOCIATES, INC.

Gary Broz
City Manager

Matthew S. Richards 8/12/15
Matthew S. Richards
Corporate Secretary

ATTEST:

Dianne Tidwell
City Secretary

(SEAL)

Attachment: O'Malley Agreement (3327 : Eng Contract-Drinking Water Fund)

ATTACHMENT A

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates below which are subject to change annually on July 1.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Project Manager	\$165.00
Senior Engineer.....	135.00
Engineer	120.00
Engineering Graduate	95.00
Engineering Technician	90.00
Project Representative	65.00
CADD Operator	65.00
Secretary.....	65.00

Compensation for surveying services shall be on an hourly basis at the rates set forth below which include employment taxes, fringe benefits, overhead, transportation, supplies, materials, taxes and profit.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Registered Professional Land Surveyor	\$120.00
Surveying Technician.....	80.00
CADD Operator	65.00
Secretary.....	65.00
4-Man Field Party	165.00
3-Man Field Party	140.00
2-Man Field Party	120.00
Global Positioning System (GPS) Equipment	45.00

Subcontract costs shall be billed at invoice cost plus fifteen percent (15%) for handling.

SCHEDULE OF CHARGES 0715

ATTACHMENT B

SCHEDULE OF ADDITIONAL AND REIMBURSABLE SERVICES

ADDITIONAL SERVICESTASKESTIMATED COST

1.	Field surveys for preparation of background drawings required for design (PAD).....	\$40,000.00
2.	Boundary Surveying for land and easement acquisition (PAD)	\$30,000.00
3.	Geotechnical investigations (PAD)	\$7,500.00
4.	Prepare Engineering report in accordance with TWDB requirements including hydraulic network analysis (PAD)	\$65,000.00
5.	Prepare TxDOT traffic control plan and driveway permits as needed (PAD)	\$8,000.00
6.	Provide Groundwater Hydrologist services during design (PAD).....	\$15,000.00
7.	Misc services related to assistance in preparation of various TWDB documents and project scope refinement (PAD).....	\$7,500.00

Subtotal Estimated Additional Services Fees for PAD Phase Work\$173,000.00

8.	Construction staking and preparation of cut sheets, when required for Contractor to perform the work (Construction)	\$30,000.00
9.*	Part-time Project Representative to observe construction work and testing in addition to periodic site visits by Engineer (Construction).....	\$0.00
10.	Prepare operation and maintenance manuals in accordance with TWDB requirements (Construction).....	\$10,000.00
11.	Materials Testing Services (Construction)	\$10,000.00
12.	NACE certified inspections of tank erection and coating (Construction).....	\$25,000.00

Subtotal Estimated Additional Services Fees for Construction Phase Work.....\$75,000.00

Total Estimated Additional Services Fees\$248,000.00

REIMBURSABLE SERVICES

If other Additional or Reimbursable Services are required to complete this project, the estimated costs for these tasks will be presented to the Owner for approval once their need and magnitude are determined.

* To be performed by City staff



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.3

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 3340)

DOC ID: 3340

EXPLANATION:

The governing body of a municipality is required to hold a public hearing on the proposed budget before any tax levy ordinance can be passed (Texas LGC §102.006). The hearing must be at least fifteen days after the date the proposed budget is filed with the City Secretary and prior to the date that the Council passes the tax levy ordinance.

Any person may attend and/or participate in the hearing. Management recommends holding the public hearing on August 25.

NOTICE OF PUBLIC HEARING
2015-2016 FISCAL YEAR BUDGET

The City Council of the City of Liberty, Texas will conduct a Public Hearing, to be held at 6:00 p.m. on the 25th day of August, 2015, in the City Council Chambers of the City Hall, 1829 Sam Houston Street, at which time and place they will hear all persons wishing to speak either FOR or AGAINST the proposed budget, which begins October 1, 2015.

This budget is estimated to raise more revenue from property taxes than last year's budget by \$169,818, which is a 5.50% increase from last year's budget.

For further information contact the City Manager, City of Liberty, Texas at 936-336-3684 or at gbroz@cityofliberty.org.

DATED this the 12th day of August, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.4

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Budget Items

COUNCIL ACTION (ID # 3341)

DOC ID: 3341

EXPLANATION:

At the conclusion of the public hearing, the City Council shall take action on the proposed budget (LGC §102.007).

If the budget is not adopted at the same meeting as the public hearing, the Council must take action to postpone adoption until a later date. Management recommends adoption of the budget on September 8, 2015.

City Charter requires adoption of the budget 15 days prior to the beginning of the new fiscal year.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.5

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Tax Rate

PUBLIC HEARING (ID # 3342)

DOC ID: 3342

EXPLANATION:

A taxing unit must hold two public hearings and publish newspaper ads before adopting a tax rate that exceeds the rollback rate or the effective tax rate, whichever is lower.

Individual taxes may increase or decrease depending on the change in taxable valuable of your property. The proposed tax rate is \$.5900, the same as the previous fiscal year.

This is the first of two public hearings on the tax rate. The second public hearing will be held on Tuesday, September 1, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.6

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 3343)

DOC ID: 3343

Tree Top Terrace Subdivision Reconstruction Estimate			
	Quantity	Unit Price	Extended Price
pole -30'	5	275.00	1375.00
pole-40'	25	350.00	8750.00
pole -45'	5	400.00	2000.00
pole-50'		450.00	0.00
tangent crossarm		125.00	0.00
deadend crossarm	3	230.00	690.00
pin insulator	25	8.00	200.00
ridge pin	20	6.00	120.00
steel pin	5	9.00	45.00
braces	5	20.00	100.00
suspension insulator	25	15.00	375.00
cutout	25	65.00	1625.00
lightning arrester	30	40.00	1200.00
stand-off bracket	20	50.00	1000.00
neutral clevis	30	4.00	120.00
neutral spool	30	1.00	30.00
5/8 " machine bolt	50	2.00	100.00
5/8" eye bolt	15	3.00	45.00
5/8" DA bolt	15	3.00	45.00
5/8" eye nut	10	2.00	20.00
#6 Cu ground wire	50	4.00	200.00
#6 Al tie wire	50	4.00	200.00
#2 al triplex	1000	1.00	1000.00
1/0 al triplex	1000	1.50	1500.00
50 kVA OH transformer	3	750.00	2250.00
ground rod	35	15.00	525.00
Total material			\$ 23,515.00
Line construction contractor			\$ 125,000.00
Tree trimming contractor			\$ 20,000.00
Total project estimate			\$ 168,515.00

Attachment: Tree Top and Bmt Feeder (3343 : Tree Top Subd and Bmt Feeder)

Beaumont Feeder #3 Reconstruction Estimate			
	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
pole -45'	50	400.00	20000.00
tangent crossarm	50	125.00	6250.00
deadend crossarm	25	230.00	5750.00
pin insulator	200	8.00	1600.00
ridge pin	50	6.00	300.00
steel pin	100	9.00	900.00
braces	50	20.00	1000.00
suspension insulator	45	15.00	675.00
cutout	50	65.00	3250.00
lightning arrester	50	40.00	2000.00
stand-off bracket	50	50.00	2500.00
neutral clevis	60	4.00	240.00
neutral spool	60	1.00	60.00
5/8 " machine bolt	50	2.00	100.00
5/8" eye bolt	30	3.00	90.00
5/8" DA bolt	21	3.00	63.00
5/8" eye nut	30	2.00	60.00
#6 Cu ground wire	200	4.00	800.00
#6 Al tie wire	150	4.00	600.00
ground rod	40	15.00	600.00
Total material			\$ 46,838.00
Line construction contractor			\$ 200,000.00
Total project estimate			\$ 246,838.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.7

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 3344)

DOC ID: 3344

August 18, 2015

City of Liberty

Mr. Gary Broz, City Manager

RE: Purchase for \$9,730.00 cash of Unimproved Portions of Santa Anna Street, Confederate Avenue, Washington Avenue, Hatfield Street, Dallas Street and River Street located in the City of Liberty, Liberty County, Texas.

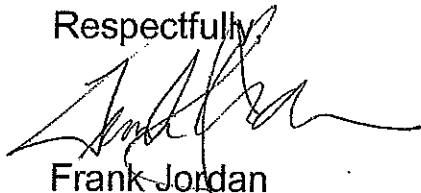
Based on a current appraisal from Lee Real Estate by W.C Lee Jr. (attached) related to the unimproved vacant street properties above appraised at \$9,730.00 on August 6, 2015, Frank M. and Connie L. Jordan now bid the full appraisal amount of \$9,730.00 in cash for purchase.

Frank and Connie Jordan had already paid for a recent survey including the unimproved portions of Santa Anna Street, Confederate Avenue, Washington Avenue, Hatfield Street, Dallas Street and River Street located in the City of Liberty, Liberty County, Texas.

The streets described are no more than 55 feet wide with some much less and are partially in the Trinity River. The estimate of total acres of the tracts at this time not in the Trinity River by W.C. Lee, Jr. , appraiser, is 4.372 acres.

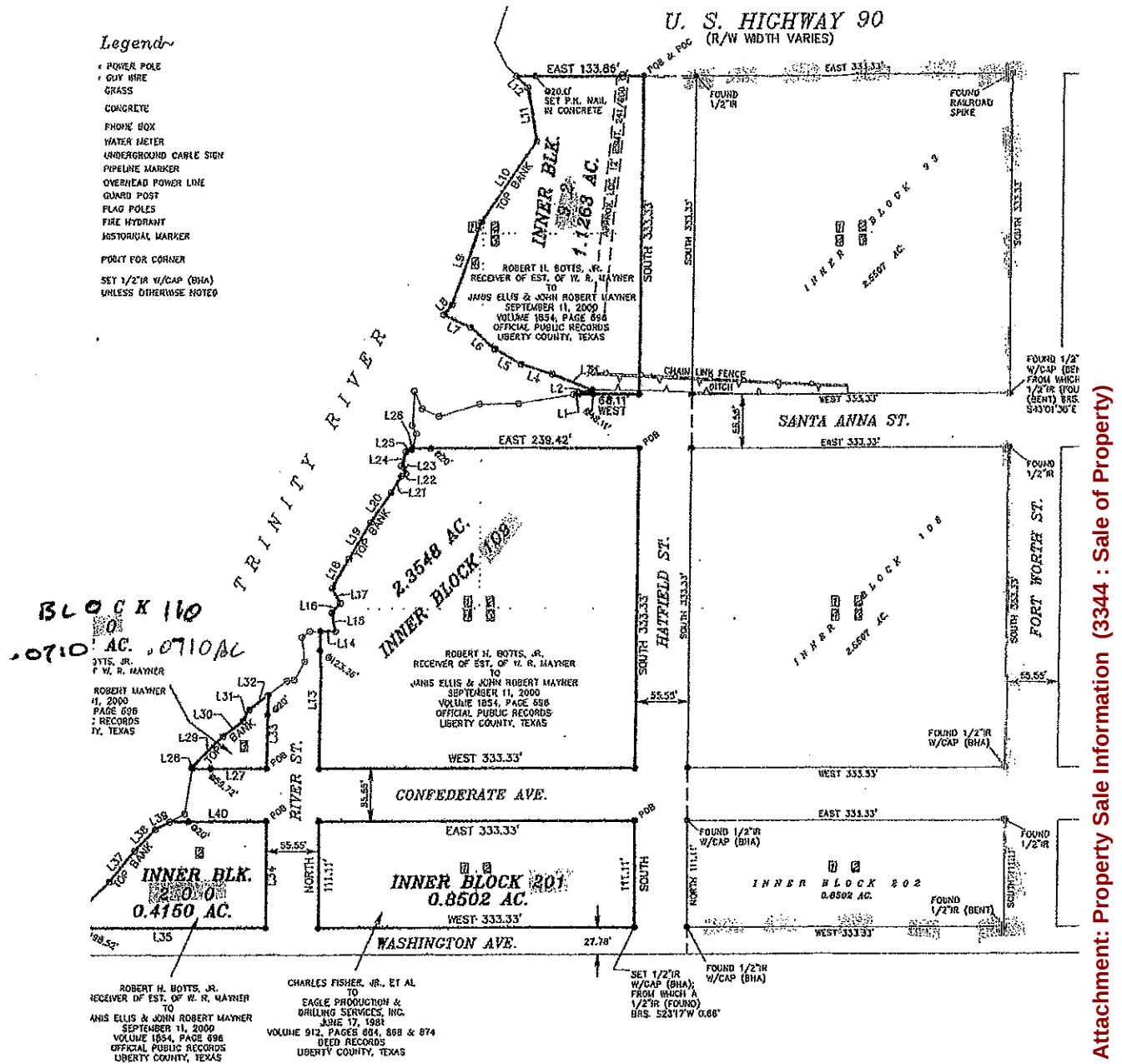
Your consideration and approval of the subject sale of the described properties is requested for immediate closing.

Respectfully

A handwritten signature in black ink, appearing to read 'Frank Jordan', is written over the word 'Respectfully'.

Frank Jordan

EAST LIBERTY TOWN TRACT LEAGUE
A-359



Attachment: Property Sale Information (3344 : Sale of Property)

BHA-HUTCHISON & ASSOCIATES ENGINEERS - SURVEYORS 1209 DECKER DRIVE BAYTOWN, TEXAS 77520 281-422-8213			
DRAWN	DESIGN	SURVEY FOR FRANK JORDAN RESIDUE OF INNER BLOCKS 92, 109, 110, 200, & 201, CITY OF LIBERTY LIBERTY TOWN TRACT EAST LEAGUE, A-359 LIBERTY COUNTY, TEXAS	
AJR			
CHKD.	SCALE		
AR	1"=100'		
DATE	F.B.		
08-31-12			
DRAWING NAME: 4097.DWG		JOB NO. 12-4097	REV. SHEET 1 OF 1

~PLAT~

SHOWING THE RESIDUE OF INNER BLOCKS 92,
109, 110, 200 AND 201 OF THE CITY OF LIBERTY,
IN THE LIBERTY TOWN TRACT EAST LEAGUE,
ABSTRACT 359, LIBERTY COUNTY, TEXAS.
MAP OF SAID CITY OF LIBERTY BEING OF
RECORD IN VOLUME 1 AT PAGE 137 OF THE
MAP RECORDS OF LIBERTY COUNTY, TEXAS.

LEE REAL ESTATE

P. O. BOX 346 ~ 517 TRAVIS, SUITE 100 ~ LIBERTY, TEXAS 77575

W. C. LEE, JR., BROKER-CERTIFIED APPRAISER

August 12, 2015

Mr. Frank Jordan
2001 North Travis Street
Liberty, Texas 77575

Re: Unimproved Portions of Santa Anna, Confederate Avenue, Washington Avenue,
Hatfield Street, Dallas Street and River Street, City of Liberty, Liberty County,
Texas.

Dear Mr. Jordan:

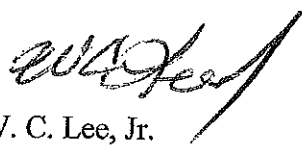
As requested by you I have made an examination and appraisal of the above captioned property for the purpose of estimating the Market Value of the land and any improvements located thereon. Based upon facts and opinions contained in the attached report, it is my opinion that the Market Value as of August 6, 2015 was:

NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS
(\$9,730.00)

No responsibility has been assumed for matters, which are legal in nature, nor has any opinion on title been rendered. This appraisal assumes marketable title, liens and encumbrances have been disregarded and the property appraised as though free and clear of indebtedness. This appraisal is for surface rights only.

Employment in and compensation for making this report is in no way contingent upon the value reported, and I certify that I have no financial interest in the subject property.

Respectfully submitted,


W. C. Lee, Jr.

WCL/mm
Attachments

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

1. Property Type	Vacant Land
2. Location	Santa Anna, Confederate, Washington, Hatfield, Dallas, River Streets, City of Liberty
3. Owner	City of Liberty, Liberty County, Texas
4. Size	4.372 Acres
5. Zoning	None
6. Highest And Best Use	Commercial In Conjunction With Adjoining Properties
7. Date of Inspection	August 6, 2015
8. Property Rights Appraised	Fee Simple
Comparable Approach To Value	\$ 9,730.00
Final Estimate Of Value	\$ 9,730.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.8

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

INFORMATION ITEM (ID # 3345)

DOC ID: 3345

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4, REGULATING GARAGE/OCCASIONAL SALES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, citizens of the City of Liberty occasionally have garage sales, yard sales and other occasional sales at their houses; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to regulate the frequency, duration, and location of garage sales, yard sales, and other occasional sales inside the city limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1: Article 4.12.001 of the Code of Ordinances of the City of Liberty is created to read as follows:

Article 4.12.001. Garage/Yard/Occasional sales

- (a) Except as provided in subsection (c) below, no more than three garage/yard/occasional sales shall be conducted at the same address within any 12-month consecutive period, and no resident shall conduct more than three garage/yard/occasional sales within any 12-month consecutive period.
- (b) No garage/yard/occasional sale shall exceed 72 consecutive hours in duration.
- (c) No more than three garage/yard/occasional sales shall be conducted at the same apartment or condominium complex within any 12-month consecutive period, and said garage/yard/occasional sales shall be sponsored by the owner, the management company, or the condominium association of the respective complex.
- (d) It shall be unlawful for a property owner, resident or person in control of a property to conduct a garage/yard/occasional sale without first having obtained a permit from the city. A permit application shall be submitted before 12:00 a.m. of the day of the garage/yard/occasional sale. The permit shall be continuously posted in a place with unobstructed visibility from the street for the duration of such garage/yard/occasional sale.
- (e) Any violation of this ordinance shall be considered a class C misdemeanor.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this _____ day of _____, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.9

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

INFORMATION ITEM (ID # 3346)

DOC ID: 3346

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4, REGULATING FATS, OILS, AND GREASES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty operates a municipal sewer system for the benefit of its citizens; and

WHEREAS, fats, oils, and greases can cause problems such as blockages in a sewer system; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to regulate the dumping of fats, oils, and greases into the City sewer system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1: Article 4.13 of the Code of Ordinances of the City of Liberty is created to read as follows:

Article 4.13.001. Fats, Oils, and Greases

(a) Applicability and prohibitions.

- 1) This section shall apply to all nondomestic users of the city sewer system.
- 2) Grease traps or grease interceptors shall not be required for residential users.
- 3) Facilities generating fats, oils, or greases as a result of food manufacturing, production, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors. These facilities include, but are not limited to, restaurants, grocery stores, delis, meat markets, bakeries, convenience stores, food manufacturers, food processors, hospitals, entertainment centers, hotels, motels, prisons, nursing homes, and any other facility preparing any food available for consumption.
- 4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the city sewer collection system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

(b) Installation and maintenance.

- 1) New facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes (International Plumbing Code) or other applicable ordinances. Grease traps/interceptors shall be approved, installed and inspected prior to issuance of a certificate of occupancy.

- 2) Grease traps/interceptors may not be shared by two or more establishments including mobile food units.
- 3) Grease traps must be installed within the building of an establishment except when under the counter interceptors are approved by the city.
- 4) Existing facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacture's recommendations and in accordance with these model standards, unless specified in writing and approved by the city.
- 5) All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.

(c) Cleaning.

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

(d) Cleaning Schedules.

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

(e) Reduced cleaning schedules.

- 1) Any person who owns or operates a grease trap/interceptor may submit to the city a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor. The city may grant an extension for required cleaning frequency on a case-by-case basis when:
 - a. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge

limits such as BOD, TSS, FOG, or other parameters as determined by the city; or

- b. Less than 25 percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.

2) In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned and inspected as least once every 180 days.

(f) Transporter waste manifest requirements.

- 1) Each pump-out of a grease trap or interceptor shall be performed by a state registered transporter and must be accompanied by a waste manifest to be used for record keeping purposes.

- 2) Persons who generate, collect and transport grease waste shall maintain a record of each individual and deposit. Such records shall be in the form of a waste manifest. The waste manifest shall include:

- a. Name, addresses, telephone, and TCEQ registration number of transporter;

- b. Name, signature, address, and phone number of the person who generated the waste and the date collected;

- c. Type of waste collected or transported, capacity of waste facility (in gallons), and quantity of waste removed (in gallons);

- d. Name and signature of responsible person generating, collecting, transporting, and disposing the waste;

- e. Date and disposal site where the waste was deposited;

- f. Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;

- g. Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;

- h. A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.

- 3) Manifests shall be divided into three parts and records shall be maintained as follows.

- a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.

- b. The remaining two parts of the manifest shall have all required information completed filled out and signed by the appropriate party before distribution of the manifest.

- c. One part of the manifest shall go to the city disposal site receiving facility.

- d. One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.

(g) Alternative treatment.

- 1) A person commits an offense if the person introduces or causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap for the purpose of allowing the grease to pass from the trap into the collection system. Surfactants, solvents, and emulsifiers which allow the grease to pass from the trap into the collection system include, but are not limited to, bacteria, enzymes, soap, diesel, kerosene, or other solvents.
 - 2) It may be an affirmative defense to an enforcement action that the use of surfactants or soaps is incidental to normal kitchen hygiene operations, when used solely for that purpose.
 - 3) Bioremediation media may be used, with city approval, if the person has proven to the satisfaction of the city that laboratory testing which is appropriate for the type of grease trap to be used had verified that:
 - a. The media is a pure live microorganism product which is not inactivated by the use of domestic or commercial disinfectants (such as chlorine bleach), detergents, strong alkalis, acids, and/or water temperatures of 160 degrees Fahrenheit (71 degrees Celsius).
 - b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
 - c. The use of the bioremediation media does not cause foaming in the sanitary sewer.
 - d. The BOD, COD, and TSS discharge to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained, and pH levels must be between five and 11.
 - 4) All testing designed to satisfy the criteria shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the state commission on environmental quality and which are defined in 40 CFR 136, or 30 Tex. Admin. Code § 319.11. Testing shall be open to inspection by the city and shall meet the city's approval.
- (h) Schedule of penalties.
- 1) If the city determines that a generator is responsible for a blockage of a collection system line, the generator shall owe a civil penalty equal to that of a class C misdemeanor.
 - 2) Consistent violations will result in an increased civil penalty and may result in termination of service.

Article 4.13.002. Right of entry, inspection, and sampling.

The City Manager or his designee shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this division. Users shall allow the City Manager or his designee ready access to all parts of the premises for the purposes of inspection, sampling, record examination and copying, and the performance of any additional duties pertinent to discharge to the city sewer system, and the City may write citations as necessary.

Article 4.13.003. Penalties.

- (a) Any person found to be violating any provision of this article shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correcting thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. The city may, after informal notice to the person discharging wastewater to the public sewer, immediately halt or prevent such discharge reasonably appearing to present an imminent endangerment to the environment, health, safety, and welfare of the public or which threatens to interfere with the operation of the public sewer or wastewater treatment facilities.
- (b) No person shall break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is part of the wastewater facilities. Any person violating this provision shall be guilty of a class C misdemeanor.
- (c) The utility billing supervisor shall charge a sewer customer for either replacing a sewer meter lock broken by abuse, cutting or other misuse not by the city, for removing or replacing a sewer meter due to discontinuance of sewer service for nonpayment of bill, or for replacing a sewer meter head not removed by the city.
- (d) Any person violating this article shall be guilty of a class C misdemeanor, and 30 days following notice to the owner of such violation, each day of continued violation shall be a separate offense. This penalty shall be in addition to the city's right to correct or enjoin any violation, charging expense thereof to the owner.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of _____, 2015.

ATTEST:

Carl Pickett, Mayor

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C.1

Meeting: 08/25/15 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3347)

DOC ID: 3347