

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
KENDALL COUNTY §

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

Section 1. Duration.

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

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

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

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

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

(C) *Equitable Adjustment:* Notwithstanding anything in this Agreement, Professional shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Professional, including modifications in the scope of services, applicable law, codes, or standards after the effective date of this Agreement.

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

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

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

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in accordance with the accepted standards and practices of the Professional's industry Standard of Care. The plans, specifications and data provided by Professional shall be sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. City shall not be responsible for discovering deficiencies in the technical accuracy of Subconsultant's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

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

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

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

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

acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven

(7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

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

Section 8. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

Section 9. Indemnification.

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

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

Section 10. Notices.

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii)

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

Section 11. No Assignment.

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability.

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

Section 13. Waiver.

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

Section 14. Governing Law; Venue.

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

Section 15. Paragraph Headings; Construction.

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this

Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect.

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

Section 17. Gender.

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

Section 18. Counterparts.

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

Section 19. Exhibits.

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

Section 20. Entire Agreement.

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

Section 21. Relationship of Parties.

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

Section 22. Right To Audit.

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

Section 23. Dispute Resolution.

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute..

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25. Boycott Israel.

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

Section 26. Energy Company Boycotts.

Professional represents and warrants that: (1) it does not, and will not for the duration of the

contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

Section 27. Firearm Entities and Trade Association Discrimination.

Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

Section 28. Limitations of Liability.

28.1 In regards to claims between the contracting parties, the parties agree that any claim or suit for damages made or filed by one party against the other party will be made or filed solely against City or Engineer respectively, or their successors or assigns, and that no personnel of the respective party shall be personally liable for damages under any circumstances.

28.2 Mutual Waiver. Notwithstanding anything in the agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

28.3 Limitation. In recognition of the relative risks and benefits of the project to both City and Engineer, City hereby agrees that Engineer's and its personnel's total liability under this agreement shall be limited to one hundred percent (100%) of the collectible insurance proceeds up to the limits explicitly stated in section 6 of this agreement regardless of the cause or action (including negligence of any kind or character including gross negligence).

EXECUTED, by the City on _____.

CITY:

PROFESSIONAL:

By: _____

By: _____

Name: Tobin Maples, AICP

Name:

Title: City Manager

Title:

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Garver LLC
Attn:
13750 San Pedro Ave. # 350
San Antonio, TX 78232

EXHIBIT A
SCOPE OF SERVICES

City of Fair Oaks Ranch WWTP Study

Project Background

The City owns and operates one wastewater treatment plant (WWTP) which has a current permitted capacity of 0.5 million gallons per day (MGD). In 2019, the City completed a Water, Wastewater, and Reuse System Master Plan (Master Plan).

The existing WWTP is a conventional extended aeration wastewater treatment facility. During the master planning effort, the City identified a number of issues they would like to resolve if the WWTP is upgraded in its current location. These issues include:

- Finer influent screening and the addition of a screenings wash press.
- Addition of grit removal.
- Oxidation ditch aerators, motors, and gearboxes which are nearing the end of their useful life.
- No digestion within treatment process.
- Sludge drying beds which are nearing capacity, leading to costly sludge hauling.
- Odor complaints from nearby neighbors.
- Potential buffer zone infringements.
- Effluent pumping capacity.
- Delivery of reuse water to effluent storage ponds.

In addition to the operational concerns listed above, capacity limitations at individual treatment units were noted in the Master Plan that require upgrades in order to meet the existing 0.5 MGD permitted capacity. The City has recently pursued a solids handling project which includes the installation of a volute dewatering press to increase the solids content of the sludge to be disposed of by landfilling. The City intends to re-use the volute dewatering press in any of the concepts developed within this study. The electrical feed and distribution system will require improvements at the existing facility to support the additional treatment process units required for the additional capacity.

It is planned that up to five (5) alternatives will be evaluated as part of the site feasibility analysis and one (1) alternative will be evaluated as part of the comprehensive report.

Scope of Services

Basic Services

TASK 1 - PROJECT MANAGEMENT AND QUALITY ASSURANCE

This task is for the study phase and is anticipated to be seven (7) months long. Garver shall provide professional project management and quality assurance services as follows:

1. Prepare a Project Work Plan (Garver Form), a document to be used to ensure communication on understanding of project goals, scope, and tasks. This project plan will address:

- Project schedule
- Project budget
- Quality Management Plan
(GIC support)

2. Schedule and direct regular coordination meetings with the design team to coordinate task assignments and action items, and to prepare for progress meetings with the Owner. Maintain an Action Item Log/ Decision Log to monitor activity. Coordinate with subconsultants to confirm all project elements are compatible and integrated. Coordinate with the Owner as needed.
3. Schedule and conduct up to nine (9) progress meetings (two (2) meetings in person; planned that there will be more meetings than project duration) with the Owner. In addition to reviewing progress at each meeting, review project deliverable status, current schedule, outstanding action items and project bottlenecks that could impact schedule, budget status, outstanding decisions, and decisions made. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes, to include action lists and decision lists, to submit to the Owner. Final minutes will be issued after receipt of review comments. The first progress meeting will include a project start up meeting (virtual) to confirm project scope, personnel, lines of communication, security protocols, change management, and schedule. (GIC support)
4. Prepare monthly Project Summary Reports and submit with monthly invoice. The report shall contain the following elements:
 - a. Summary of work completed to date
 - b. Project Schedule update with slip notification
 - c. Summary of action items/decisions
 - d. Upcoming activities
 - e. Potential changes in scope, costs, or schedule
5. Provide Quality Assurance (QA) / Quality Control (QC)

Conduct internal QA/QC of each deliverable prior to delivery to the Owner. Prepare for, plan, and participate in two (2) QC review meetings with the Owner. The QC review discussions will occur in conjunction with the Site Feasibility Analysis Workshop and the Comprehensive Report Workshop. Project documents appropriate to the submittal stage will be provided a minimum of five (5) working days before the review meeting. Prepare a meeting memorandum documenting major revisions and decisions made during each of the meetings. (GIC support)

TASK 2 – FIELD INVESTIGATIONS AND EXISTING SITE MASTER PLAN VALIDATION

1. Conduct site visits to become familiar with the existing WWTP. It is expected that the engineering team would include the following professionals:
 - a. Process
 - b. Process Mechanical
 - c. Structural
 - d. Electrical/Instrumentation & Control
 - e. Operations
2. Conduct a survey (spot elevations, not full survey) of the existing WWTP site and structures. This survey is intended to capture all flow control elevations to develop a hydraulic profile. *(Bain Medina Bain support)*
3. Historical Data Analysis. Complete a data request for all historical data, process information and logs, record drawings, reports, and studies. Develop and evaluate historical data to be used for developing loads and flows for the City. *(GIC Support)*
4. Perform Master Plan Validation. It is anticipated that this would include:
 - a. Population projections, using TWDB and City provided data
 - b. Flow projections derived from population projections, and historical data
 - c. Sampling protocol and development of load projections
 - d. Review of collection system information provided by the City to confirm gravity or pumped conditions.
 - e. Existing WWTP Hydraulic Model
 - f. Existing WWTP Process Model, to determine if existing process unit efficiencies can be improved.
 - g. Complete TCEQ Chapter 217 review and check
 - h. Validation of findings in the Master Plan related to opportunities and constraints at the existing WWTP, including individual process treatment capacities
(GIC Support)

Additional Services (After completion of the Basic Services, the City of Fair Oaks Ranch will provide notice to proceed for the Additional Services. The notice to proceed will include the selection of options as noted in Task 3, Item 1 below).

TASK 3 – SITE FEASIBILITY ANALYSIS

Site Feasibility Analysis

1. Evaluate and discuss options for expanding treatment capacity. The options to be considered are:
 - a. Construction of 100% of the required capacity at the City's existing WWTP site. *(GIC support)*
 - b. A new greenfield facility on the proposed 5 acre site (City owned property on east side of the City, along Ralph Fair Road). Consider site access and easements.

- c. A combination of Options A and B, whereas the existing site would remain at calculated capacity, and new capacity would be constructed at the new site.
 - d. A scalping plant which would serve potential new growth areas. The scalping plant would focus on treating and reusing water, while sending solids into the existing collection system.
 - e. Evaluation of connecting into the SAWS system for flow beyond existing WWTP capacity. (*GIC support*)
2. The analysis should include the following:
- a. Collection system modifications to send flow to each of the plants or connection location based on collection system invert information. (*GIC support*)
 - b. Buffer zone considerations.
 - c. Regulatory considerations for discharge permits, including the consideration if the reuse customer (golf course) is no longer a discharge location and effluent flows are discharged to Cibolo Creek. Consider increase in terminal storage at the golf course site.
 - d. Odor control methods for each facility.
 - e. Identification of one viable treatment process scenario (technology) and potential limitations (if any).
 - f. Real estate and easement requirements for the proposed facilities. (*Contract Land Staff support*)
 - g. Real estate and easement requirements for the sewer system collection improvements. (*Contract Land Staff support*)
 - h. Planning level cost analysis (Opinion of Probable Cost). (*GIC support*)
 - i. Development of a technical memorandum to summarize the findings of the analysis. (*GIC support*)
 - j. An electrical service evaluation for the existing site (including off-site utilities if required). Include power draw and required power needs.
 - k. Development of a matrix showing the benefits and drawbacks of each of the alternatives, including economic and non-economic factors. (*GIC support*)
3. After completing the high-level analysis of the five (5) options noted above, select (1) alternative for further evaluation.
- a. Develop Preliminary Site Layout.
 - b. Develop optimum transition schedule.
 - c. Evaluate phasing.
 - d. Complete a desktop environmental review for the option.
 - e. Refine planning level cost analysis (OPCC) for the alternative developed.
4. Prepare a comprehensive report summarizing the results of the study. (*GIC support*)

5. Workshops and Council Meetings

- a. Prepare for and conduct two (2) workshops to report findings to City Staff. Workshops are anticipated to be conducted at the Site Feasibility Analysis and the Comprehensive Report Phase.
- b. Prepare for and provide two (2) council presentations. Presentations are anticipated to be conducted at the Site Feasibility Analysis and the Comprehensive Report Phase.

Deliverables:

PDF copy of the Draft Site Feasibility Technical Memorandum
PDF copy of the Final Site Feasibility Technical Memorandum
PDF copy of the Draft Comprehensive Report
PDF copy of the Final Comprehensive Report

Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

1. Meetings, outside of those listed.
2. Trips for additional site exploration in addition to those listed.
3. Historic resources PCR.
4. Individual 404 Permit.
5. Mitigation for adverse effects to SAL-eligible archeological sites.
6. Project coordination under Section 106 with the USACE or any federal agency.
7. Coordination of ROE and landowner letters.
8. Survey work beyond the spot elevations noted in the scope above.
9. Alternative evaluations for each process area; does not include life cycle cost development, energy consumption analysis, or detailed evaluations except where specifically noted.

Project Schedule

The proposed timeline for completion of the major tasks in the Scope of Work is as follows. Schedule shall begin after notice to proceed (NTP).

Task	Description	Schedule
Task 1	Project Management and Quality Assurance	NTP through Project Completion
	Project Kick-off Meeting (virtual)	1 week after NTP
Task 2	Field Investigations and Existing Site Master Plan Validation	
1.	Site Visit	2 weeks after NTP
2.	Spot Survey	6 weeks after NTP
3.	Historical Data Analysis	3 weeks after receipt of data from the City
4.	Master Plan Validation	7 weeks after Task 2, Item 3
Task 3	Site Feasibility Analysis	
1.	Options Confirmation	4 weeks after NTP
2.	Options Analysis	6 weeks after completion of Task 2
	Site Feasibility Technical Memorandum	4 weeks after completion of Task 3, Item 2
3.	Selected Alternative Evaluation	4 weeks after completion of Task 3, Item 2
4.	Comprehensive Report	4 weeks after completion of Task 3, Item 3.
5.	Workshops and Council Mtgs	
	City Staff Site Feasibility Analysis	During Task 3, Item 2
	City Staff Comprehensive Report	During Task 3, Item 4
	City Council Site Feasibility Analysis	At completion of Task 3, Item 2
	City Council Comprehensive Report	At completion of Task 3, Item 4

EXHIBIT B COMPENSATION

Fair Oaks Ranch WWTP Study

LUMP SUM FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 1-Project Management and Quality Assurance	\$ 23,404.00
TASK-2 Field Investigations and Existing Site Master Plan Validation	\$ 78,626.00
Subtotal for Basic Services Section	\$ 102,030.00
Additional Services Section	
TASK 3-Site Feasibility Analysis	\$ 149,901.00
Subtotal for Additional Services Section	\$ 149,901.00
Total All Services	\$ 251,931.00

Fair Oaks Ranch
WWTP Study
Lump Sum
All Tasks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	D-3	D-1	X-2	P-3	P-2	P-1	GARVER	GARVER	SUBCONSULTANT	TOTAL
Basic Services Section																
TASK 1-Project Management and Quality Assurance																
1. Project Schedule, Budget, Qulaity Management Plan	2			3		4							\$1,517		\$3,242	\$4,759
2. Coordination Meetings	2												\$540			\$540
3. Progress Meetings (up to 9; 2 in person)	2			9		9			4				\$3,486	\$500	\$2,022	\$6,008
4. Monthly Invoice, Project Summary	2			4		4			7				\$2,335			\$2,335
5. QA/QC, Two Review Meetings	20			6									\$6,402		\$3,360	\$9,762
													\$0			\$0
													\$0			\$0
Subtotal - TASK 1-Project Management and Quality Assurance	28	0	0	22	0	17	0	0	11	0	0	0	\$14,280	\$500	\$8,624	\$23,404
TASK-2 Field Investigations and Existing Site Master Plan Validation																
1. Site Visit - Process, Process Mechanical, Structural, E I&C, Operations	3			24									\$4,818	\$1,500		\$6,318
2. Survey - Spot Elevations	1			2		2							\$842		\$10,540	\$11,382
3. Historical Data Analysis	1			8		32							\$5,414		\$4,188	\$9,602
4. Master Plan Validation													\$0		\$3,672	\$3,672
a. Population projections	1			16		8							\$3,894			\$3,894
b. Flow Projections	1			16		16							\$4,846			\$4,846
c. Sampling protocol, load projections	1			2		8							\$1,556			\$1,556
d. Review of collection system informaiton	1			12		16							\$4,178			\$4,178
e. Existing WWTP hydraulic model	1			24		48							\$9,990			\$9,990
f. Exisitng WWTP process model	2			30		74							\$14,356			\$14,356
g. TCEQ Ch. 217 check	1			4		12							\$2,366			\$2,366
h. Validation of findings	1			20		24							\$6,466			\$6,466
													\$0			\$0
													\$0			\$0
Subtotal - TASK-2 Field Investigations and Existing Site Master Plan Validation	14	0	0	158	0	240	0	0	0	0	0	0	\$58,726	\$1,500	\$18,400	\$78,626
Subtotal - Basic Services Section	42	0	0	180	0	257	0	0	11	0	0	0	\$ 73,006	\$ 2,000	\$ 27,024	\$ 102,030
Additional Services Section																
TASK 3-Site Feasibility Analysis																
1. Expand Treatment Capacity													\$0	\$1,500		\$1,500
a. Expanded capacity at the existing WWTP site	1			4		8							\$1,890		\$674	\$2,564
b. New greenfield WWTP at the City owned 5 acre site	1			4		8							\$1,890			\$1,890
c. Maintain calculated capacity at existing site and new capacity at City owned site	1			4		8							\$1,890			\$1,890
d. Scalping plant for new growth area; solids flow to collection system	1			4		8							\$1,890			\$1,890
e. Conneciton to SAWS system for flow beyond exisinting capacity	1			4		2							\$1,176		\$2,267	\$3,443
2. Analysis													\$0			\$0
a. Collection system modifications	2			8		4							\$2,352		\$4,963	\$7,315
b. Buffer zone restrictions	2			20		8							\$4,832			\$4,832
c. Regulatory considerations for discharge permits	2			20		16							\$5,784			\$5,784
d. Odor control considerations	2			16		18							\$5,354			\$5,354
e. Identification of one viable treatment process and potential limitations	2			16		16							\$5,116			\$5,116
f. Real estate and easement requirements for proposed facilites	1			8		6							\$2,320		\$6,000	\$8,320
g. Real estate and easement requirements for collection system improvements	1			8		6							\$2,320		\$4,000	\$6,320
h. Planning level cost	2			10		32							\$6,018		\$1,294	\$7,312
i. Development of technical memorandum	2			20		68	8	8	8				\$14,836		\$9,382	\$24,218
j. Electrical service evaluation for the existng WWTP site	2			32		12							\$7,312			\$7,312
k. Development of a matrix for each alternative	1			10		34							\$5,986		\$1,712	\$7,698
3. One Alternative Detail Evaluation													\$0			\$0
a. Develop preliminary site layout	2			8		16	4	4	1				\$4,933			\$4,933
b. Develop optimum transition schedule	2			8		16							\$3,780			\$3,780
c. Evaluate phasing	1			8		16							\$3,510			\$3,510
d. Complete a desktop environmental review for the option	1					12				4	16	24	\$8,866			\$8,866

e. Refine planning level cost analysis				8		16							\$3,240			\$3,240
													\$0			\$0
4. Comprehensive Report													\$0			\$0
Develop comprehensive report	2			12		40	2	2	4				\$8,206		\$4,520	\$12,726
5. Workshop Meetings													\$0			\$0
a. Prepare and conduct up to two workshops with City staff	8			10		6							\$4,544	\$500		\$5,044
b. Prepare and provide up to two council presentations	8			10		6							\$4,544	\$500		\$5,044
Subtotal - TASK 3-Site Feasibility Analysis	48	0	0	252	0	382	14	14	13	4	16	24	\$112,589	\$2,500	\$34,812	\$149,901
Subtotal - Additional Services Section	48	0	0	252	0	382	14	14	13	4	16	24	\$112,589	\$2,500	\$34,812	\$149,901
Project Totals	90	0	0	432	0	639	14	14	24	4	16	24	\$185,595	\$4,500	\$61,836	\$251,931

EXHIBIT "C"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability to the extent of the indemnities agreed between the parties in Section 9 of this Agreement, **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to notify The City of Fair Oaks Ranch of material change in the insurance coverage within five (5) business days of said change.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.

11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form, with the exception of Professional Liability insurance coverage.
12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified, redacted copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT “D”

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2022

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: PHONE (A/C, No. Ext): 1-800-643-9691 FAX (A/C, No): 501-377-2317 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company (A++XV) INSURER B: Travelers Property Casualty Co of America (A++XV) INSURER C: Travelers Casualty Ins Co of America (A++XV) INSURER D: Starr Surplus Lines Insurance Company (A XV) INSURER E: Tokio Marine Specialty Insurance Company INSURER F: Underwriter at Lloyd's	NAIC # 25615 25674 19046 13604 23850 AA-112010
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COVERAGES**CERTIFICATE NUMBER:** 66613710**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-COF-21	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-21-43-G	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A-21-43	7/1/2021	7/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB-7K425966-21-43-G	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123211 Full Prior Acts applies.	7/1/2021	7/1/2022	Each Claim \$2,000,000 Aggregate \$2,000,000
E	Contractor's Pollution Liability			80915866	7/1/2021	7/1/2022	Occurrence & Aggregate \$2,000,000
F	Maritime Employer's Liability			PSR083498	7/1/2021	7/1/2022	Combined Single Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)See Attached
RE: Garver Project: 21W07165**CERTIFICATE HOLDER**Garver Project: 21W07165

City of Fair Oaks Ranch, TX
7286 Dietz Elkhorn
Fair Oaks Ranch TX 78015**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Grace

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 13750 San Pedro Suite 350 San Antonio TX 78232	
POLICY NUMBER P-630-1G052988-COF-21			
CARRIER Charter Oak Fire Insurance Company (A++XV)	NAIC CODE 25615	EFFECTIVE DATE: 7/1/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Fair Oaks Ranch, TX

ADDRESS: 7286 Dietz Elkhorn Fair Oaks Ranch TX 78015

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414 and Primary & Non-contributory basis by Blanket Endorsement CGD037 Includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-21 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.