CITY OF BLUE RIDGE
RESOLUTION R-2021-1005-001

A RESOLUTION OF BLUE RIDGE, TEXAS, AUTHORIZING THE AWARD OF A SERVICE PROVIDER CONTRACTS FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION INFRASTRUCTURE SYSTEM PROJECT (SCADA).

WHEREAS, the City of Blue Ridge went out for bids for an Supervisory Control and Data Acquisition Infrastructure System; and

WHEREAS, the City of Blue Ridge has been awarded $114,000 from the American Rescue Plan Act (ARPA) program; and

WHEREAS, the SCADA Infrastructure project requires implementation by professionals experienced in completion of this type of infrastructure and services;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Sealed Bidding process for planning services has been completed in accordance with Texas requirements and the City's Procurement Process as approved by Resolution 2021-0406-001; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for the professional service.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That Bloc Design-Build, LLC be awarded a contract to provide product and installation for the Supervisory Control and Data Acquisition Infrastructure Project.

Section 2. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

Section 3. City Council authorizes the Mayor, Mayor Pro Tem and City Secretary to sign the negotiated contract.

PASSED AND APPROVED ON THIS THE 5TH DAY OF OCTOBER, 2021.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

SCADA Bid Opening 9/23/2021

RLC Controls	$ 120,000.00
SEL Engineering Services	$ 199,900.00
BLOC	$ 87,000.00

BLOC
DESIGN BUILD
TECL #26335
INSTRUMENTATION AND ELECTRICAL CONTRACTOR

140 E. Tyler St., Suite 600
Longview, TX 75601
903.247.9444
903.236.7779 fax
cfrazier@blocdesign.com

9/30/2021

Edie Sims
City Secretary
200 S. Main Street
Blue Ridge, TX 75424

Re: **SCADA Infrastructure System Quote** ***Via email:*** esims@blueridgecity.com

Dear Ms. Sims

Thank you for your interest in BLOC Design-Build's SCADA Services. Per your requested, this letter will serve as our proposal to provide the hardware, software, programming, labor and installation services for complete SCADA system.

SCOPE OF WORK

BLOC Design will provide and install the following components at the specified locations. As well as, provide all labor to provide a complete and working SCADA system. The system will be built for current operations, but is expandable for future needs without replacement.

City Hall

- (1) SCADA CTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup
  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Yagi directional Antenna
- LMR 400 coax

All data will be transmitted to, and received from the standpipe master radio.

Customer to provide computer system for BLOC to install SCADA HMI software on.

Elevated Storage Tank

- (1) SCADA RTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup

  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks, relays, and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Yagi directional Antenna
- LMR 400 coax
- (1) 0-290 PSI Pressure Transmitter for tank level
- (1) 4" Mag Meter with 4-20mA output
- (1) Chlorine gas leak detector

This panel will monitor the elevated tank level, flowmeter, CL2 leak alarm, and control the onsite pumps. All data will be transmitted to, and received from the standpipe master radio.

Elevated Tank Well

- (1) SCADA RTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup
  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks, relays, and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Yagi directional Antenna
- LMR 400 coax

This panel will monitor and control the well pump. All data will be transmitted to, and received from the standpipe master radio.

Well 3 Standpipe

- (1) SCADA RTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup
  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks, relays, and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Omni directional Antenna
- LMR 600 coax
- (1) 0-290 PSI Pressure Transmitter for tank level
- (1) 4" Mag Meter with 4-20mA output
- (1) Chlorine gas leak detector

This panel will monitor the standpipe level, flowmeter, CL2 leak alarm, and monitor and control the onsite well, and pumps. This site will serve as the master communications station. All other sites will communicate through this site.

Well 4

- (1) SCADA RTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup
  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks, relays, and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Yagi directional Antenna
- LMR 400 coax
- (1) 6" Mag Meter with 4-20mA output
- (1) Chlorine gas leak detector

This panel will monitor the flowmeter, CL2 leak alarm, and monitor and control the onsite well. All data will be transmitted to, and received from the standpipe master radio.

Lift Station

- (1) SCADA RTU panel that includes
  - Siemens S7 PLC System
  - Phoenix Contact 24 volt DC UPS with battery backup
  - Phoenix Contact Surge Protectors
  - Unlicensed 900 MHz Spread Spectrum Frequency Hopping Radio
  - Phoenix Contact terminal blocks, relays, and panel components
  - Panduit wire duct
  - Hoffman CSD series Stainless Steel Enclosure; NEMA 4x rated
- (1) Yagi directional Antenna
- LMR 400 coax
- Vegapuls C 21 Radar for wet well level

This panel will monitor the level of the wet well, and control the pumps. The existing float system will remain as an automatic backup level control system. All data will be transmitted to, and received from the standpipe master radio.

HMI Software

Customer to provide computer system for BLOC to install SCADA HMI software on.

BLOC Design will work closely with the city to develop custom screens, trends, and reports.

- **Blue Open Studio**
  - Development License
  - Runtime License 1500 tag
  - Alarm Notification package
  - 5 Thin Client Licenses
  - Free remote support from BLOC
  - No annual fees

Total price of $87,000.00

WARRANTY

- Original Manufacturer's warranty applies for all equipment.
- BLOC warrants workmanship and labor for a period of one year from date of completed work.
- BLOC Design-Build will not be liable for any loss, damage or delay arising out of failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes.

MAINTENANCE

For post project support, see attached copy of BLOC Design-Build's Standard Rates and Terms.

QUOTATION NOTES

1. Price quoted includes the freight to the job site.
2. Only those items specifically listed above in the "Bill of Materials" are included in this quotation.
3. No services, other than those described in the "Scope of Work" are included in this quotation.
4. This quotation assumes that entry by our employees into "Confined Spaces" and/or "Permit-Required Confined Spaces" as defined by OSHA, is not required by the scope of the work to be performed under this quotation.
5. This quotation assumes that all electrical equipment to be accessed by our employees can be temporarily removed from service.
6. Proposal assumes any existing instrumentation equipment is fully functional and in proper working order. Additional time and material at standard rates, may apply, if calibration or troubleshooting to correct functional deficiencies are required.
7. Proposal anticipates that any required City permits will be furnished or waived.
8. BLOC Design will not be responsible for retesting fees if the cause of retesting is not directly caused by BLOC Design. If retesting is required and not caused by BLOC Design, BLOC Design will additionally charge retesting fees based on our attached rates and terms

CONDITIONS

1. Lead-time is 2-4 weeks ARO for submittals, 4-6 weeks after receipt of approved submittals for material delivery, and 2-4 weeks after delivery of materials for installation.
2. BLOC bills monthly based on percent complete, effort expended and materials purchased.
3. **This quote will be honored for 60 days.**
4. We have assumed that this work is tax exempt and have not included any sales tax in the price.

If there are any questions please call 903.247.9444.

Sincerely,

BLOC Design-Build LLC

Chase Frazier
Operations Manager

WCF/ab

Proposal Accepted and Work Authorized By:

_____ **Date:** _____
For the City of Blue Ridge

Customer PO Number: _____

BLOC
DESIGN BUILD
TECL #26335
INSTRUMENTATION AND ELECTRICAL CONTRACTOR

140 E. Tyler St., Suite 600
Longview, Texas 75601
903.247.9444
1.888.224.9418 fax

BLOC Design-Build, LLC RATES & TERMS

Instrumentation & Control Programmer	$140.00/hour*
Instrumentation & Control Technician	$100.00/hour*
Electrician	$90.00/hour*
Journeyman Electrician/Helper	$80.00/hour*
Travel	$70.00/hour*

*Weekend and After Hours Charges at 1.5 times rate and Holiday at 2 times rate.
Normal hours of operation are Monday through Friday from 7 AM to 6 PM.

Administrative Assistant	$80.00/hour
Travel	$0.65/mile
Travel Expenses Overnight Stay	$175.00/day
Outside Consultants (only used with prior consent)	Cost + 15%

Terms & Conditions:

1. Equipment is shipped FOB job site, and freight will be added to invoice.
2. Payment is due and payable within 15 days of the invoice. Interest will accrue on the unpaid balance beginning 30 days following the invoice date at a rate of 1.5% per month.
3. Invoices are normally submitted once per month for projects continuing longer than one month.
4. Lump sum projects are billed monthly based on percent complete plus material.
5. Hourly and reimbursable projects include billing of travel time at the same hourly rate as the normal labor rate. In addition, on work requiring overnight stay by our technicians, hotel and meal costs will be invoiced at our Per Diem rate of $175.00 per day per technician.
6. Use of company vehicle and common hand tools/test equipment are included in the rates quoted above. Miscellaneous material incorporated into the project or used specifically for the project will be billed at our cost plus 15%.

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Contractor.

RLC Controls, Inc.
Serving your Instrumentation Needs

Main Address: 8115 Hicks Hollow
McKinney, TX 75071
Phone: 214-683-8185

BID DATE: 09/22/2021
PROJECT: City of Blue Ridge

RLC, Inc. is pleased to provide pricing for this project as an Instrumentation & Controls Subcontractor:

THIS QUOTE INCLUDES THE FOLLOWING:

Stand Pipe:

- RLC will provide and install one new RTU equipped with:
  - PLC
  - Radio
  - Power supply
  - UPS
  - Panel equipment
- RLC will provide and install one 4" Mag Flow Meter
- RLC will provide and install conduit from the pump house to the stand pipe.
- RLC will provide and install one antenna system consisting of the following
  - Yagi antenna
  - Coax Cable
  - Coax Connectors
  - Surge protection
- RLC will provide and install one CL2 lead detection with alarm at the site and an alarm to SCADA
- RLC will install pump control to the existing well pump.
- RLC Will provide and install one pressure transmitter for tank level.
- RLC will program the RTU for site control and monitoring.

Well 4:

- RLC will provide and install one new RTU equipped with:
  - PLC
  - Radio
  - Power supply
  - UPS
  - Panel equipment
- RLC will provide and install one 6" Mag Flow Meter
- RLC will provide and install conduit from the pump house to the flow Meter.
- RLC will provide and install one antenna system consisting of the following
  - Yagi antenna
  - Coax Cable
  - Coax Connectors

  - Surge protection
- RLC will provide and install one CL2 lead detection with alarm at the site and an alarm to SCADA
- RLC will install pump control to the existing well pump.
- RLC will program the RTU for site control and monitoring.

Well 2:

- RLC will provide and install one new RTU equipped with:
  - PLC
  - Radio
  - Power supply
  - UPS
  - Panel equipment
- RLC will provide and install one 4" Mag Flow Meter
- RLC will provide and install conduit from the pump house to the EST.
- RLC will provide and install one antenna system consisting of the following
  - Yagi antenna
  - Coax Cable
  - Coax Connectors
  - Surge protection
- RLC will provide and install one CL2 lead detection with alarm at the site and an alarm to SCADA
- RLC will install pump control to the existing well pump.
- RLC Will provide and install one pressure transmitter for tank level.
- RLC will program the RTU for site control and monitoring.

Lift Station:

- RLC will provide and install one new RTU equipped with:
  - PLC
  - Radio
  - Power supply
  - UPS
  - Panel equipment
- RLC will provide and install one ultrasonic level for lift station level
- RLC will provide and install one antenna system consisting of the following
  - Yagi antenna
  - Coax Cable
  - Coax Connectors
  - Surge protection
- RLC will program the RTU for site control and monitoring.

Control Room:

- RLC will provide and install one Dell computer with two 32" monitors. Removed
- RLC will provide and install VTSADA HMI software with alarm notification and remote access for 5 users.
- RLC will provide and install UBNT microwave link to Well 2.
- RLC will provide and install one UPS for the computer.

- RLC will develop screens that will graphically depict the system.

Proposal Clarifications & Exclusions

1. Pricing does NOT include the following services and equipment:

    a. This quote does not include repair of replacement of existing field devices. RLC can provide a quote to repair or replace any faulty devices under a separate quote.

    b. Furnishing and installation of stilling wells, piping saddles, mating flanges/sleeves, process taps, and isolating valves required to connect field instrumentation.

    c. "Civil" work including building and vessel modifications, asphalt demolition/patching, concrete foundations/piers, etc.

    d. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.

2. Pricing includes all Per Diem and Travel Costs.

3. Pricing is based on progressive invoicing and to include payment for properly stored material. Payment terms to be net thirty days.

4. Bid valid for sixty (60) days.

Price .....$ 120,000.00

TERMS: Net due in thirty (30) days from date of invoice.

TAXES: Excluded

FREIGHT: FOB Jobsite; freight allowed.

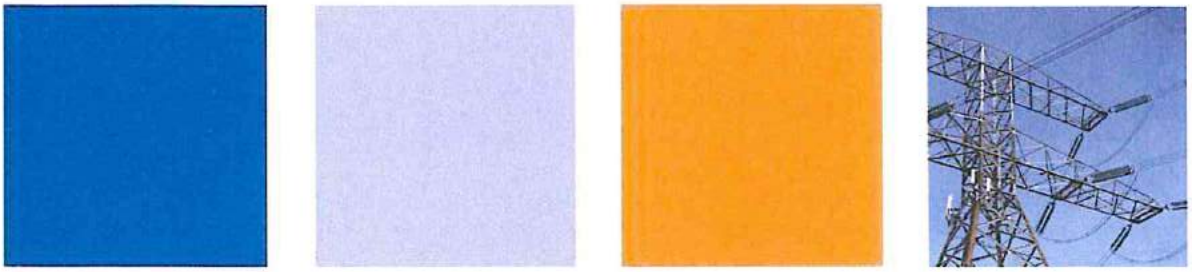
INSURANCE: RLC carries builder's risk and general liability insurance as required by project specifications. Any additional insurance, such as being named on our policy, can be provided at an additional cost.

This quote is valid for 60 days.
RLC Controls, Inc.

Michael Cunningham
President

SCHWEITZER ENGINEERING LABORATORIES

SEL Engineering Services, Inc.



Proposal for City of Blue Ridge TX

SCADA and Pump Controller

SEL ES Project #: 026644.000.00 (Rev. 0)
Submitted: 23 September 2021

City of Blue Ridge TX Contact Information

Edie Sims
City Secretary
200 S Main Street
Blue Ridge, TX 75424
Office: +1.972.752.5791
Email: esims@blueridgecity.com

SEL ES Contact Information

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5850 Rogerdale Road, Suite 150
Houston, TX 77072
Office: +1.509.334.8166
Cell: +1.832.593.2056
Email: roy_luo@selinc.com

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5850 Rogerdale Road, Suite 150
Houston, TX 77072
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Email: luis_pizarro@kdjinc.com

Document Revision Table

Rev.	Issue Date	Notes
0	09/23/2021	Initial issue

Contents

1 Scope of Services

SEL Engineering Services, Inc. (SEL ES) is providing this document in response to the request to provide a SCADA HMI and pump control engineering and testing, dated 16 September 2021, by City of Blue Ridge TX.

Service Description	Price (USD)
1. Material 1.1 Three (3) NEMA 4X outdoor Stainless-Steel 304 Enclosures. Each Enclosure includes: • One (1) SEL-2411P Pump Automation Controller. • Two (2) SEL-849 Motor Management Relays. • One (1) SEL-3061 Cellular Router. • Other panel miscellaneous material including circuit breakers, terminal blocks, din rail, and wireways, on an as-needed basis. 1.2 Ship Loose Equipment for Central Control Room (CCR). • One (1) SEL-3350 Automation Controller. • One (1) LG 32" Monitor, Full HD 1920x1080. • One (1) wired keyboard and mouse set. • One (1) APC-SC420 UPS, 420VA, 260W. • One (1) CAT 6 cable. • One (1) SEL-3061 Cell Router/Radio. *Note: Material Scope does not include any loose material outside of the description of Item 1. The Pump Control panel does not have motor starters or motor primary fuses.*	$130,064.00
2. Engineering Setting Services SEL ES will program the devices in the three (3) SEL enclosures to protect the pump motors and provide control to automatically start and stop the pumps based on the water levels. • When water level reaches Lo-Hi, the lead pump will start. • When water level reaches Hi-Hi, the lag pump will start. (Both running) • When water level drops to Hi-Lo, the lead pump will stop. • When water level drops to Lo-Lo, the lag pump will stop. (Both stopped) This will include pump alternation logic. The Motor protective relay will provide: • Short Circuit Over Current Protection. • Thermal Overload Protection. • Load Jam. • Lock Rotor.	$50,636.00

• Start per hour. The motor relay will record a Sequence of Events and Trip Events locally. *Note: The programing of the system does not include non-SEL sensors, probes, ultrasonic level, lead detection, or UBNT microwave link.*	
3. Site Acceptance Testing (SAT) – (Prior to Energization) • SEL ES will provide up to three (3) days of onsite support by one (1) engineer (total of three [3] days) at the Customer's facility in Blue Ridge, TX. Support will be provided over one (1) remote mobilization. This includes the cost of travel and related expenses. • SEL ES will also provide and/or complete the following: – Site acceptance test plan. – As-left setting files. – Field Service Report. • SEL ES can provide additional commissioning days if the project is delayed for the reasons caused by others. *Note, the onsite scope does not include any installation.*	$19,200.00
Total	**$199,900.00**

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

1.1 Deliverables to Customer

1.1.1 Equipment

SEL ES will provide the following equipment to City of Blue Ridge TX ("Customer"):

As listed in SEL ES Scope of Service: Item 1 - Material

1.1.2 Documentation

SEL ES will provide the following documentation to the Customer:

- Functional Design Specification.
- Site acceptance test plan.
- As-left SEL device settings files and documentation.
- Field Service Report.
- An initial set of drawings for the customer to review, comment, and approve consisting of the following:
  - Drawing index or drawing transmittal sheet that includes drawing number, revision number, and description.

  - Panel layout/bill of materials drawing.
  - Nameplate drawings.
  - Panel mechanical drawing (typically provided by panel builder).
  - AC schematics.
  - DC schematics.
  - Wiring diagrams.
- A final set of the above drawings that have been approved by the Customer.

Note: All drawings will be provided in AutoCAD format (.dwg) version 2013 unless otherwise noted.

1.2 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- Customer outage plan.
- All site installation and wiring.
- Water sensors, radio antennas, and any non-SEL devices and settings that required.
- Primary equipment switching steps and lockout/tagout procedure with dates.
- Required personal protective equipment.
- Site point of contact information and site address.
- Company standard drawing border template or we will use SEL standard.
- Block of drawing numbers or we will use SEL standard.
- Standard CAD or MicroStation company standards document.
- Standard template for each drawing type including panel layout, schematic, wiring diagram, and cable schedule.
- Determine how company handles drawing revisions/numbers/letters or we will use SEL standard.
- Non-SEL device cutsheets.
- Manufacturer equipment drawings including the following:
  - Motor datasheet and nameplate value.
  - Water level detector.

1.3 Change in Scope

In the event of a change in scope, the contract amount and schedule shall be equitably adjusted. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval.

SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

2 Payment and Work Schedule

2.1 Purchase Order Instructions

We request that the Customer consider the following when issuing a Purchase Order (P.O.). This will ensure that SEL ES, Inc. is able to accept the P.O. and the project team is able to provide a timely commitment to the project schedule:

Purchase Order must be made out to SEL Engineering Services, Inc. SEL Engineering Services, Inc. represents the services and solutions provider division of Schweitzer Engineering Laboratories, Inc. (SEL).

- Purchase Order must reference SEL standard T&Cs, or previously agreed contract T&Cs.
- Purchase amount must be for full amount of proposed project plus any selected options.
- Purchase Order can be issued to the contact(s) listed in the SEL ES Contact Information section in this proposal.

2.2 Payment Milestones

Milestone Activity	Price (USD)
1. At the delivery of the panel drawings	$ 45,175.00
2. At the delivery of the Functional Specification	$ 45,175.00
3. At the delivery of the HMI screen	$ 45,175.00
4. At the delivery of the panels	$ 45,175.00
5. At the completion of the commissioning	$19,200.00
Total	**$199,900.00**

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

2.3 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net thirty (30) days after date of invoice.

2.4 Schedule

Project kickoff will be January 3rd, 2022.

Delivery of approval drawings is four (4) weeks after the kickoff meeting.

Delivery of equipment shall be twelve (12) weeks after approval of design drawing(s).

The panel fabrication schedule is based on the following:

- Customer approval of the panel structural and panel layout drawings.
- Customer approval of the panel BOMs.
- A one-time review of drawings, BOMs, and nameplate lists.

Drawings will be transmitted electronically by encrypted communications to expedite approval turnaround time.

SEL ES will furnish a schedule for engineering, drawings for approval, manufacture, test, and shipment within one week after receipt of a purchase order and agreed upon terms.

Failure to supply requested information in a timely manner will affect the schedule and will subject the Customer to additional charges as set forth in Section 1.3. If a project is delayed or suspended, the revised project schedule will be based on present workload and staff availability.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL ES between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.

The schedule will be equitably adjusted in the event of changes in scope or in the event of delays attributable to the Customer or Customer's separate contractors, unforeseen conditions, or causes beyond the control of SEL ES.

2.5 Work Suspension

2.5.1 Demobilization and Remobilization

In the event that a delay involves a demobilization and remobilization, whether the same is due to a Customer request, a lack of information, Customer has been unresponsive for thirty (30) days, or otherwise, SEL ES will charge and the Customer agrees to pay the greater of $1,000 or 5% of the contract value to demobilize from the Project.

After the Project has been demobilized, SEL ES will charge and the Customer agrees to pay 2% of the contract value to remobilize the project per Customer directive and per a mutually approved schedule. If a project is remobilized, the revised project schedule will be based on present workload and staff availability.

2.5.2 Suspension of Work

Any Project delayed or demobilized beyond a reasonable period (as determined in SEL's sole discretion and including, but not limited to, the Customer being unresponsive for 30 days or the project being suspended for a period of 180 days or more) shall be treated as terminated by Customer and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination, and a 20% cancellation fee on the remaining unbilled balance.

3 Clarifications and Exceptions

SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than ten (10) hours per day. Should job requirements dictate work hours in excess of ten (10) hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

3.1 Clarifications and Exceptions

- Material included in this proposal is listed in Item 1. Other loose equipment will be provided by others.
- The proposal does not include any site installations. The system shall be fully installed and wired prior to when SEL ES starts onsite testing.
- Yard cable schedule, Yard and interconnection drawings will be provided by others. SEL ES will mark on the Panels' terminal block wiring diagram to show the destination of the field wirings.
- Site testing is included for SEL system only. Programing and testing the materials, sensors, and electronics that are provided by others are not included in this proposal.
- The SEL SCADA HMI is a web-based HMI for live data only. It does not have long term historicization trending function. VTSCADA is not included.
- System alarms will be shown on the HMI. Email or text message alarm notification is not included but can be added via change orders.
- For deliverable drawings, SEL ES has allowed for one (1) revision cycle based on the Customer review; any additional revision cycles may result in extra charges.
- Commissioning schedule will be based on the availability of staff at the time that the outage dates are confirmed and locked in. Commissioning will not be scheduled on holidays, weekends, or outside standard dayshift work hours.
- Unless otherwise stated above, the SEL ES commissioning scope of work considers testing of SEL equipment only.
- If onsite commissioning support is provided as part of this proposal, SEL ES engineers will work under the direction of the Customer's engineer and will assist with technical issues that arise during commissioning.

- The Customer shall provide a senior electrician, or otherwise qualified person, to assist with commissioning activities onsite. This would include:
  - Assistance with point-to-point testing to verify correctness of wiring.
  - Assistance with wiring corrections if any errors are encountered.
- It is required that the installation of the SEL devices and other equipment under the scope shall be completed prior to arrival of SEL ES personnel for onsite commissioning. Delays associated with incomplete or incorrect installation shall be billed to the client as per actual amount. SEL ES will prepare the commissioning plan and submit it to the Customer for review and approval. The Customer must approve the commissioning plan at least two (2) weeks in advance of SEL ES arriving at the site.
- For safety reasons, SEL ES service personnel will not plan to work more than ten (10) hours per day. Should job requirements dictate work hours in excess of ten (10) hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.
- The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits.

3.2 Onsite Commissioning Support

Onsite commissioning support is provided as part of this proposal and does not include installation or wiring. For this support, the SEL ES engineer will work under the direction of the Customer's engineer in charge and will assist with technical issues that arise during commissioning regarding SEL devices. The engineer in charge will be responsible for providing and operating required test equipment. The SEL ES engineer will follow operational and safety procedures governing the work site but will not be responsible for enforcing operations and safety procedures, the direct supervision of personnel, or taking or releasing system clearances.

Delays in project completion, or noncompletion of the onsite commissioning support, due to troubleshooting, finding, and correcting problems created by the Customer's installation shall not be the responsibility of SEL ES.

SEL ES engineers will bring hard hat, safety-toe protective footwear, safety glasses, ear plugs, and cotton or fire-rated shirt. Customer will provide any other special clothing or safety equipment required to enter site. Also, Customer will provide any special safety training to enter site (training time shall apply to onsite support time).

SEL ES safety work practices require employee exposure to arc-flash energy be limited to 8 cal/cm^2. Electrical outages in equipment should be considered as a means to eliminate any risk of employee exposure to arc-flash incident energy. If the normal incident energy is above 8 cal/cm^2, SEL ES will work with the customer to evaluate the options to reduce fault current and fault current clearing times, including creating temporary settings changes to speed up protection, opening tie breakers, and other

incident energy reduction techniques. If an arc-flash study is required to determine the correct incident energy level, SEL ES will provide a proposal to do this work under a separate contract.

3.3 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

4 SEL ES Safety

4.1 Safety

SEL ES project procedures are designed to highlight human performance improvement (HPI) error precursors and implement tools to place barriers against hazards encountered in engineering work and in the field. HPI tools that are built into the daily work of SEL ES engineers include, but are not limited to:

- Peer-check requirements.
- Questioning attitude.
- Stop work.
- Policy adherence.
- Effective communication strategies.
- Documentation of good catches and near misses.
- Participation in surveys and questionnaires to obtain feedback.

A dedicated change manager leads the team through cause analysis to address issues.

The safety program is comprised of four mandatory parts, as described in the following subsections.

4.1.1 SQEW Training

Employees shall complete SEL Qualified Electrical Worker (SQEW) training to work in the field. The two-day course is comprised of section competencies measured through quizzes. The second day, employees collaborate, respond to real-life scenarios encountered in the field, and teach the class their evaluation. SQEW training covers:

- National Fire Protection Association (NFPA) 70E®.
- Shock and arc-flash hazards and approach boundaries.
- Risk assessment.
- HPI tools and applications.
- Personal protective equipment (PPE), in accordance with the Occupational Safety and Health Administration (OSHA) and NFPA 70E.
- Substation equipment, entry, and protocols.
- Step and touch potential.
- Control of hazardous energy (lockout/tagout).
- Electrically safe work conditions.
- Situational awareness.

- Project Safety Plan.
- Daily Tailboard.
- Energized Electrical Work Permit.
- Stop Work Procedure.
- Other electrical safety topics.

4.1.2 Commissioning Qualification

SEL ES employees are required to successfully complete a three-tiered qualification program. The employee shall understand and demonstrate knowledge in each competency in the qualification document through questions, simulation, and hands-on performance.

4.1.3 SEL Field Safety Manual Training

The scope includes all SEL employees who visit customers' sites to perform work in which the job may expose them to physical, mechanical, electrical, chemical, or radiological hazards. SEL ES complies with all local, state, and federal laws, as well as with other regulations relative to the methods of performing work. The contents meet or exceed the requirements of OSHA regulations and NFPA 70E.

4.1.4 Event Reporting and Investigation

SEL ES has a robust event reporting and investigation program to collect safety data from employees when hazards or potential hazards are encountered while working. The goal is to proactively educate employees, create awareness, and put barriers against hazards in place to improve safety performance. A communication program provides information to employees regarding the good catch/near miss and allows discussion as to why they are important to safety performance.

5 Project Quality Plan

SEL maintains a documented quality system that meets the requirements of ISO 9001.

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the example SEL ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process that is tailored to the specific scope of the project. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that customer project requirements and the design basis are correct saves time and effort in later phases for the customer, the project team, and others involved.

The SEL ES Project Procedure for a typical project has phases for planning, definition, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL ES authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the customer's application.

The customer has an important role in the process. Throughout the project, SEL ES will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL ES performance. Additionally, when customers define hold/witness points or approval requirements, SEL ES will include the requirements in its detailed project plans to guarantee compliance.

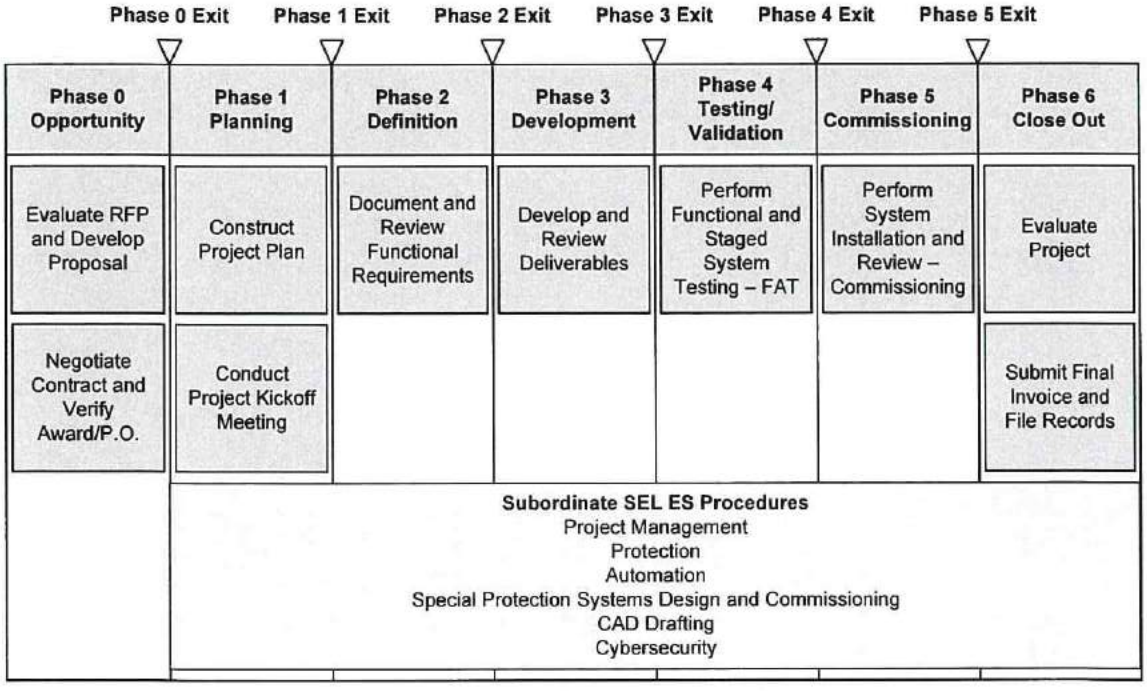


Figure 1: Example SEL ES Project Procedure Diagram

6 SEL ES Terms and Conditions

To accept this proposal and attached terms, please return this sheet, signed and dated. All purchase orders shall be issued to **SEL Engineering Services, Inc.**

City of Blue Ridge TX ("Customer")	SEL Engineering Services, Inc. ("SEL ES")
200 S Main Street	5850 Rogerdale Road, Suite 150
Blue Ridge, TX 75424	Houston, TX 77072
USA	USA
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contract Information (to be completed by client):

Contract Amount: $_____ Client PO/ Reference/Contract#: _____

Ship To Address: _____

Bill To Street Address: _____

Bill To Email Address: _____

1. **Applicable Terms and Conditions.** These terms and conditions ("Terms") and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. ("SEL") with respect to the Project. "Project" means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer's assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. ("SEL, Inc.") products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL's website at www.selinc.com/termsandconditions/unitedstates and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL's website at www.selinc.com/termsandconditions/seluniversity/.

2. **SEL Responsibilities.** SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL's design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

3. **Customer Responsibilities.** Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer's other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer's sole responsibility. Customer will ensure that SEL's personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

4. **Changes and Delays.** Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the

price and schedule in the event of any changes in the law or engineering standards impacting SEL's obligations or performance under this Agreement. Any order delayed at Customer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer's behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

5. **Prices, Taxes and Payment Terms.** Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

6. **Intellectual Property.** SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

7. **Use of Confidential Information.** In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

8. **Warranties and Limitation of Liability.** SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

9. **Termination.** Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

10. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

11. Insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of $2,000,000 per occurrence, $4,000,000 annual aggregate; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of $2,000,000 per occurrence, $4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

12. Export. Customer acknowledges that all commodities, software or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re- export, transfer, diversion or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

13. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.

A1024 Section 3 Presentation to the City of Blue Ridge

The City of Blue Ridge recently received the following grant awards:

- Grant Contract No. 7219039 (CD) & 7220122 (DRP)
- Award Amount: $500,000 7219039 CD - Sewer Improvements

  $500,000 7220122 DRP - Sidewalk Improvements

The grants are funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development

and

- Texas Department of Agriculture

Section 3 Concepts

- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.

- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.

Section 3 Business

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness
- Certify as a Section 3 Business (Form A1023)

Section 3 Business

These projects are expected to include the following contracting opportunities:

7219039 - Sewer Improvements

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor - Canary Construction on 3/30/21
- Subcontractors – Anderson Asphalt & Concrete Paving

7220122 DRP – Project is in design and has not bid out yet

- Grant Administration services (previously selected)
- Engineering Services (previously selected)

Section 3 Worker

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size. For example, the county threshold for a family size of one is $48,300

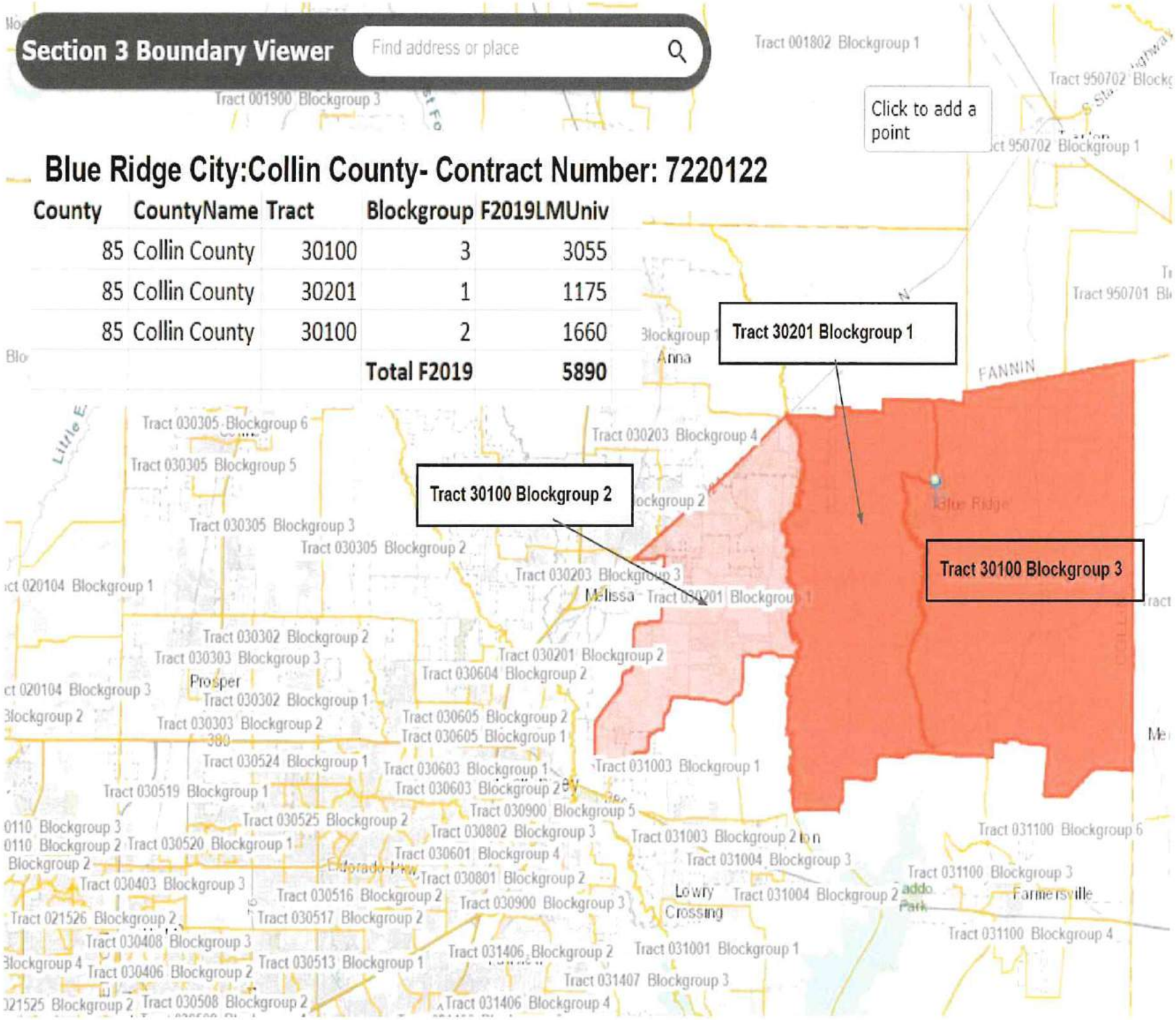
Register your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal https://hudapps.hud.gov/OpportunityPortal/

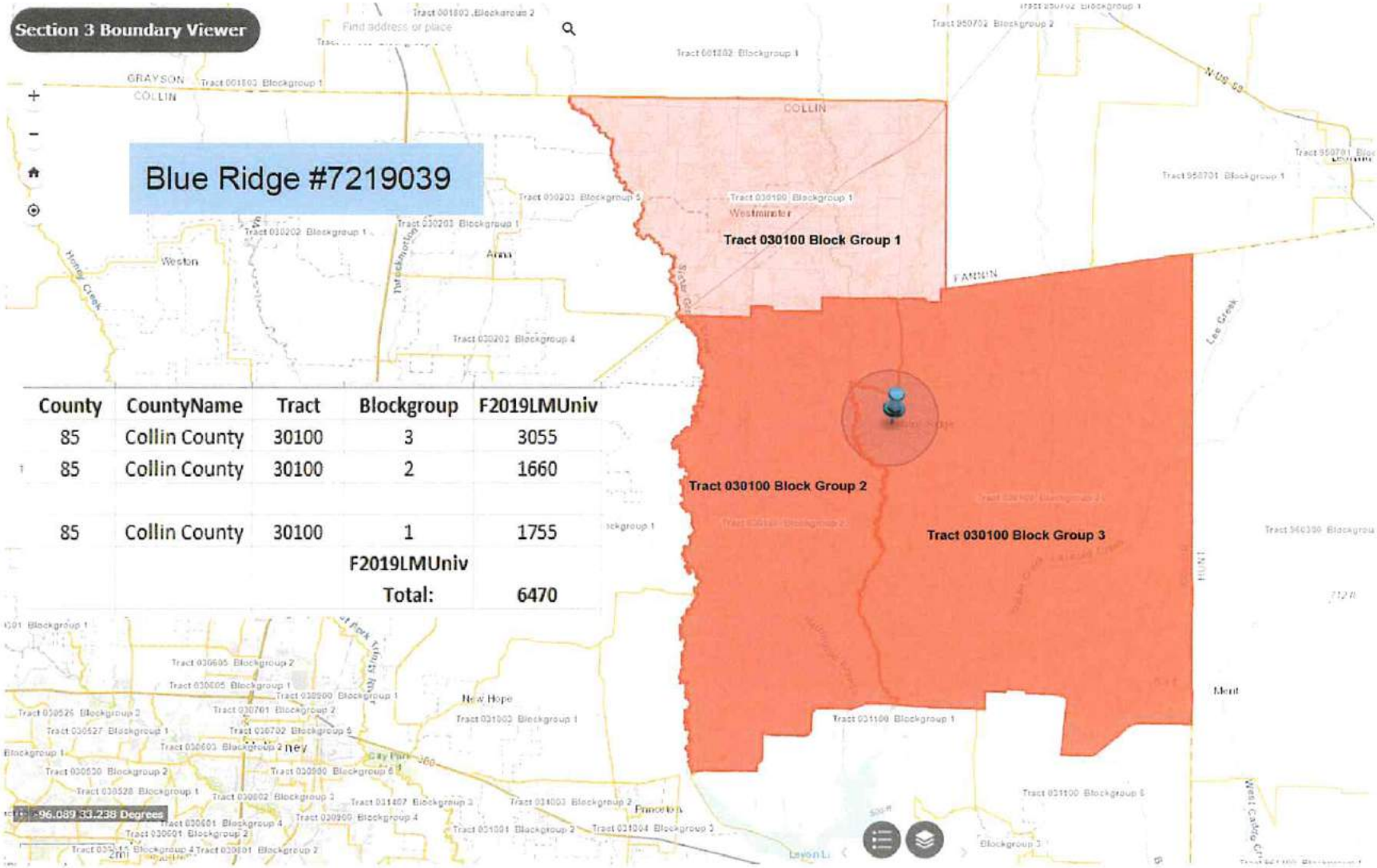
Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For these projects, that service areas area defined by these maps:



County	CountyName	Tract	Blockgroup	F2019LMUniv
85	Collin County	30100	3	3055
85	Collin County	30201	1	1175
85	Collin County	30100	2	1660
			Total F2019	**5890**

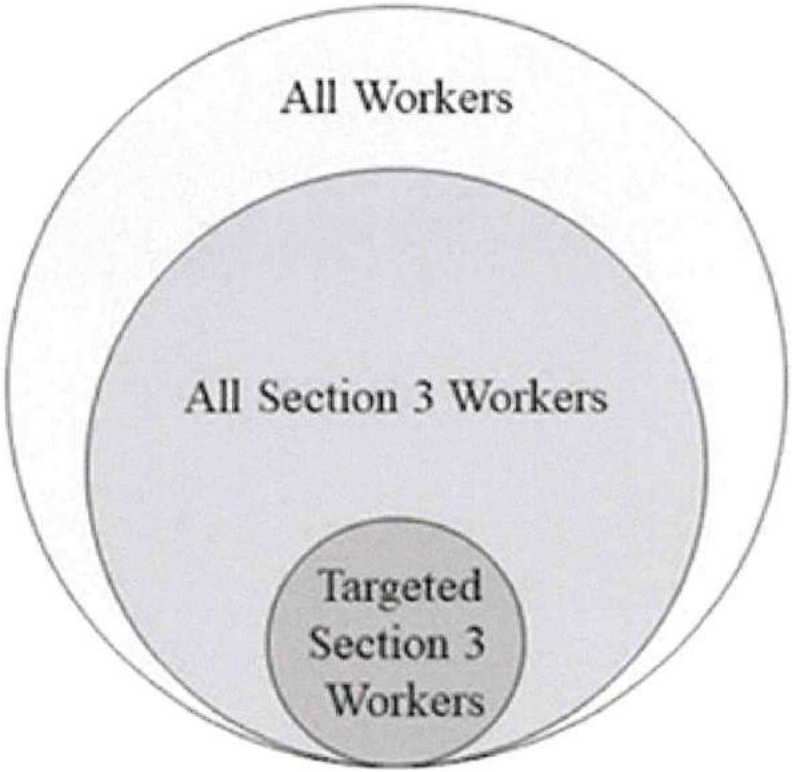


County	CountyName	Tract	Blockgroup	F2019LMUniv
85	Collin County	30100	3	3055
85	Collin County	30100	2	1660
85	Collin County	30100	1	1755
			F2019LMUniv Total:	6470

Recordkeeping

The City will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.



For More Information

TxCDBG Policy Issuance 20-01

REVISED Policy Issuance 20-01 Section 3 v1.pdf (texasagriculture.gov)

24 CFR Part 75

Electronic Code of Federal Regulations (eCFR)

Ronda Williams, Blue Ridge Mayor

Michele Goerke Labor Standards Officer

MESSER ★ FORT ★ McDONALD
THE MUNICIPAL LAW FIRM
NORTH TEXAS | AUSTIN | ABILENE

October 1, 2021

Mayor and City Council
City of Blue Ridge
200 S Main
Blue Ridge, TX 75424

Re: Proposed Development at FM 545 and Baker

Dear Mayor Williams and City Councilmembers:

As you are aware, a developer has approached the City of Blue Ridge with a proposed 61 acre development on the northwest corner of FM 545 and Baker Street. As proposed, the development would include 395 lots, the vast majority of which (353 lots) are 30' x 100' or 3,300 sqft., with the remaining lots sized at 40' x 100' or 4,400 sqft. For reference, the City's zoning ordinance provides that the minimum residential lot size allowed in R-1, Single-Family District, is 7,500 sqft. The proposed lots in this development are **less than half** of what the City requires in a single family residential development. Although the developer has reduced the number of lots and increased open space as compared to his first proposal, in my opinion, the concept plan is still not acceptable as this intense density will not serve the City's best interests.

To promote economic growth and development, cities regularly employ Planned Development (PD) zoning districts to accommodate requests from developers because this type of zoning allows cities to be more flexible and tailor development requirements for site specific conditions. It also allows cities and developers to be more innovative as all parties work to ensure sound development that aligns with a city's growth plan and long term interests. Although the developer is proposing a PD zoning ordinance, PD districts should not be used as a work around for intentionally designed city development standards.

Currently, the Blue Ridge Zoning Ordinance does not include a PD zoning district, and this may be a tool the City wants to explore using in the future, or even for this proposed development. However, the ultimate objective of PD district developments is to create higher, not lower, quality developments for the city than would result from the use of conventional zoning districts. This means when a developer requests relief from conventional zoning requirements, the costs of that relief must be offset by other benefits to the city. For example, the City could allow 50' or 60' lots in exchange for additional parks and trails to be included in the development. Also, the City could explore working with the developer to create a Public Improvement District which would allow the city to levy a special assessment against properties within the District to help pay for infrastructure improvements

in the District. Without this type of reciprocation in the development process, a nearly 400 unit development will put too much pressure on city services, create significant maintenance costs, and not serve to promote or protect the City's long term interests. I do not recommend approving this development as it is currently proposed. If the developer is open to less density, such as a mixture of 50' and 60' lots with a PID, the City should consider that development concept.

If you have questions or would like for me to visit with you further about this, please do not hesitate to let me know.

Very truly yours,

Andy Messer

WM. ANDREW MESSER
CITY ATTORNEY

cc: Edie Sims, City Secretary

Edie Sims

From: Nolan Harvey <NolanH@estinc.com>
Sent: Friday, October 1, 2021 9:54 AM
To: Edie Sims; City of Blue Ridge Mayor
Cc: Kelly Selman
Subject: Bohler Engineering Development
Attachments: TD212025 - Ordinance XXXX_redline 2nd submittal.docx; RE: PD request for 61ac development

Good morning,

I have not yet seen a proposed revision to the PD ordinance for the Bohler Engineering 61-acre SF development based on my comments and feedback (attached). The comments cover a wide scope regarding specific elements of the proposed development. Generally, I am requesting more detail and firmer language to the commitments being made under this ordinance by the developer, while also allowing some decisions to be made after more detailed engineering is performed. Therefore considering any formal action on this proposed zoning ordinance, I am recommending at this time the City Council does not approve the currently proposed ordinance. Please let me know if you have any questions.

Thanks,

Nolan Harvey, PE
EST, Inc.
3522 Sam Rayburn Hwy
Melissa, TX 75454
NolanH@estinc.com

Edie Sims

From: Jon Kendall <jkendall@bohlereng.com>
Sent: Tuesday, September 21, 2021 9:06 AM
To: Edie Sims
Subject: Re: PD request for 61ac development

Edie,
We would like to move forward with option 1. " Text amendment to provide for PD in your zoning code"
Are you okay with that? If so, is there anything else you need from us?

Thanks for your help!
Jon Kendall
Dir. of Land Strategy

Sent from my iPhone

CITY OF BLUE RIDGE, TEXAS

ORDINANCE NO. ??

AN ORDINANCE OF THE CITY OF BLUE RIDGE, TEXAS, AMENDING THE CODE OF ORDINANCES, AS AMENDED, BY CHANGING THE ZONING FROM A-1 – AGRICULTURAL DISTRICT TO PD - PLANNED DEVELOPMENT DISTRICT, WITH A BASE ZONING DISTRICT DESIGNATED AS R-1 SINGLE-FAMILY DISTRICT, AND PERMITS THOSE SPECIFIC USES ENUMERATED HEREIN AS A PERMITTED USE, ON APPROXIMATELY 66.504 ACRES OF LAND IN THE MATTHIAS MOWERY SURVEY, ABSTRACT No. 557, AND THE GREER JOHNSON SURVEY, ABSTRACT No. 478, IN THE CITY OF BLUE RIDGE, COLLIN COUNTY, TEXAS, IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Blue Ridge, Texas ("City") is a general law city with powers and authority as defined by the general law of the State of Texas, and

WHEREAS, the City Council of the City of Blue Ridge ("City Council"), pursuant to Section 217 001 of the Texas Local Government Code, as amended, possesses the power to regulate zoning and development in the City; and

WHEREAS, after public notice was had and a public hearing was conducted in accordance with the Code of Ordinance of the City of Blue Ridge, Texas, as amended, the City Council of the City of Blue Ridge, Texas ("City Council"), has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map of the City of Blue Ridge, Texas, regarding the rezoning of the property herein described, and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council; and

WHEREAS, the City Council, after public notice was had and a public hearing was conducted in accordance with the Code of Ordinances, and upon due deliberation and consideration of the recommendation of said City Council and of all testimony and information submitted during said public hearing, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the zoning of the property described herein shall be changed, and that the official zoning map of the City of Blue Ridge, Texas, shall be amended to reflect the rezoning of the property described

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, THAT:

Section 1. FINDINGS INCORPORATED

All of the above premises are found to be true and correct legislative and factual determinations of the City of Blue Ridge and are hereby approved and incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

Section 2. ZONING AMENDED

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map of the City of Blue Ridge, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Ordinance are not amended, but shall remain intact and are hereby ratified, verified, and affirmed to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land being 66.504 acres of land in the Matthias Mowery Survey, Abstract No. 557, and the Greer Johnson Survey, Abstract No. 478, and more fully described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes ("Property"), presently zoned A-1 – Agricultural District, is hereby rezoned PD - Planned Development District, with a base zoning district designated as R-1 Single-Family District, and permits those specific uses enumerated herein as permitted uses in the R-1 Single-Family District, in accordance with Exhibit "B" (Development Standards), and Exhibit "C" (Concept Plan), each attached hereto and incorporated herein by reference for all purposes as if repeated verbatim.

Section 3. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 4. SAVINGS CLAUSE

The Code of Ordinances of the City of Blue Ridge, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncodified, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed $2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be deemed a separate offense.

Section 7. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, this ____ day of _____, 2021.

_____

ATTEST: **Rhonda Williams, Mayor**

_____

Edie Sims, City Secretary

APPROVED AS TO FORM:

_____

NAME, City Attorney

EXHIBIT "A"
DESRIPTION OF PROPERTY

BEING a tract of land situated in the City of Blue Ridge, Collin County, Texas, being a part of the Matthias Mowry Survey, Abstract No. 557 and the Greer Johnson survey, Abstract No. 478, being all of Lots 1 and 2, Block A of the Broken Steps Addition, an addition to the City of Blue Ridge, according to the plat thereof recorded in Document No. 2018-691, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being a part of a called 87.983 acre tract of land described in Warranty Deed to Blue Ridge Independent School District, as recorded in Volume 4683, Page 1033, O.P.R.C.C.T. and being more particularly described as follows;

BEGINNING at a point in or near the centerline of F.M. 545, from which a capped iron rod with a red plastic cap stamped "GEER 4117" found for the southeast corner of Lot 3, Block A of said Broken Steps Addition bears North 76 degrees 25 minutes 37 seconds East a distance of 171.97 feet;

THENCE South 89 degrees 52 minutes 38 seconds West, a distance of 411.46 feet along said centerline to a point for corner;

THENCE North 00 degrees 14 minutes 09 seconds East, a distance of 329.17 feet to a point for corner;

THENCE North 89 degrees 51 minutes 14 seconds West, a distance of 437.69 feet to a point for corner, said point being in the west line of said Lot 1, Block 1;

THENCE North 01 degrees 00 minutes 22 seconds West, a distance of 2,127.90 feet along said west line to a point for corner;

THENCE North 89 degrees 23 minutes 21 seconds West, a distance of 252.34 feet to a point for corner;

THENCE North 05 degrees 31 minutes 47 seconds West, a distance of 178.36 feet to a point for corner;

THENCE North 89 degrees 24 minutes 13 seconds East, passing at a distance of a distance of 92.22 feet an angle point for said 87.983 acre tract of land, and continuing a total distance of 1,568.16 feet over and across said 87.983 acre tract to a point for corner in the east line of said 87.983 acre tract;

THENCE South 01 degrees 41 minutes 09 seconds West, a distance of 1,237.97 feet along said east line to a point for corner;

THENCE South 70 degrees 48 minutes 39 seconds West, a distance of 64.10 feet to a point for corner;

THENCE South 87 degrees 37 minutes 38 seconds West, a distance of 154.56 feet to a point for corner;

THENCE South 00 degrees 13 minutes 06 seconds East, a distance of 248.79 feet to a point for corner;

THENCE North 89 degrees 46 minutes 07 seconds East, a distance of 15.00 feet to a point for corner, said point being in or near the centerline of North Baker Street;

THENCE South 00 degrees 13 minutes 06 seconds East, a distance of 927.40 feet along the centerline of North Baker Street to a point for corner;

THENCE North 87 degrees 18 minutes 45 seconds West, a distance of 170.47 feet to a point for corner, said point being at the northwest corner of said Lot 3;

THENCE South 02 degrees 54 minutes 50 seconds West, a distance of 220.77 feet to the **POINT OF BEGINNING** containing 2,896,895 square feet, or 66.504 acres of land.

EXHIBIT "B"
DEVELOPMENT STANDARDS AND PERMITTED USES

A. Applicability

1. The PD - Planned Development District ("PD") created herein shall apply to and govern the development of the tract(s) of land described in Exhibit "A" ("Property") attached hereto and Incorporated herein by reference for all purposes allowed by law.

2. Except as stated herein, the regulations of this Ordinance shall be based upon the R-1 Single-Family District zoning in effect as of the date of the adoption of this Ordinance as outlined in the Code of Ordinances of the City of Blue Ridge, Texas, as amended. This Ordinance also incorporates uses enumerated herein as a permitted use within the Property as provided herein. If a conflict exists between the terms of the City's Code of Ordinances and this Ordinance the provisions of this Ordinance shall control.

3. All infrastructure, facilities and public improvements required to be constructed in order to serve the Property Within this PD shall be constructed in accordance with the City's Engineering Design Standards ("EDS") then in effect. The EDS will, from time to time, require revisions and updates to allow for changing construction technology. When changes are required the EDS may be amended by separate ordinance. It is the responsibility of the owner and/or developer to obtain a copy of and be familiar with the City's EDS.

B. Submittals Required

1. Concept Plan - a concept plan for the Property has been submitted with the property owner's request for a zoning change and is attached to this Ordinance as Exhibit "C" and incorporated herein by reference for all purposes allowed by law. The concept plan may be amended from time to time, subject to review and approval by the City of Blue Ridge. All proposed changes, amendments or modifications to the concept plan and any related concept elevations shall be submitted to the City of Blue Ridge their review, recommendation, approval and adoption in accordance with the requirements of the Zoning Ordinance. Proposed changes, amendments or modifications to the concept plan may be for the entire Property within the PD or any portion or tract thereof.

2. The initial concept plan approval for this development shall be valid for a period of five years from the date the City Council approves the concept plan. If within that five-year period a preliminary plat is submitted for approval, and approved, for a portion of the development, the expiration date of the initial concept plan will be extended for a period of one year from the date of preliminary plat approval. A preliminary plat shall be valid for a period of one year from the date the City Council approves it. The initial concept plan shall expire upon the expiration of the preliminary plat unless and until the Infrastructure for the first full phase of development on the Property is completed and accepted by the City.

C. Uses Permitted

Uses permitted by right shall be based upon the R-1 Single-Family District zoning in effect as of the date of the adoption of this Ordinance as outlined in the Code of Ordinances of the City of Blue Ridge, Texas, as amended. Any use not specifically permitted therein is hereby expressly prohibited, unless approved by the City of Blue Ridge with a Conditional Use Permit.

D. Definitions

The definitions contained in the Zoning Ordinance, as amended, shall apply to the PD created herein.

E. Development Details

The development of the property within this PD may be phased and the proposed phases shall be submitted to the City of Blue Ridge for review and approval with the preliminary plat. With the approval of the preliminary plat, the City reserves 395 sanitary connections for the development. The following elements will be constructed with the initial phase of construction: off-site public water and/or sewer improvements, public roadway improvements, or amenities as may be within the limits of the first phase or required to support the first phase of the development. The development will have a Homeowner's Association (HOA) to manage, maintain, and oversee the neighborhood rules and common property within the development such as a club house, amenity center, and landscaping.

F. Development Standards

1. **Front Yard** – 20-ft minimum
2. **Garage Setback** – 23-ft minimum
3. **Rear Yard** – 10-ft minimum
4. **Side Yard** – 0-ft minimum interior, 15-ft minimum corner
5. **Lot Width** – 30-ft minimum (at front setback)
6. **Lot Area** – 3,300 square feet
7. **Lot Coverage** – The combined area of the principal building and any accessory buildings shall not cover more than 50% of the total area of the lot.
8. **Height Limit** – Buildings shall not exceed 35-ft in height or be over two and one-half stories.
9. **Dwelling Unit** – 850-sf minimum unit
10. **Density** – 8.5 dwelling units per acre maximum
11. **Materials** –-All elevations of the home must use materials approved by the City adopted edition of the International Builders Code (IBC), as may be amended. With the exception that no masonry or stone is required.
12. **Open Space** – Ten percent (10%) of the gross acreage shall be open green space. This open space shall include detention areas and floodplain when amenitized.
13. **Amenities** – The development will include the installation of up to three of the following within the community:
    a. Tot-Lot play ground;

b. Two (2) 12'x12' minimum shade structures (or equivalent) with pic-nic table;
c. 5' concrete walking path with sitting benches; or
d. Dog park.

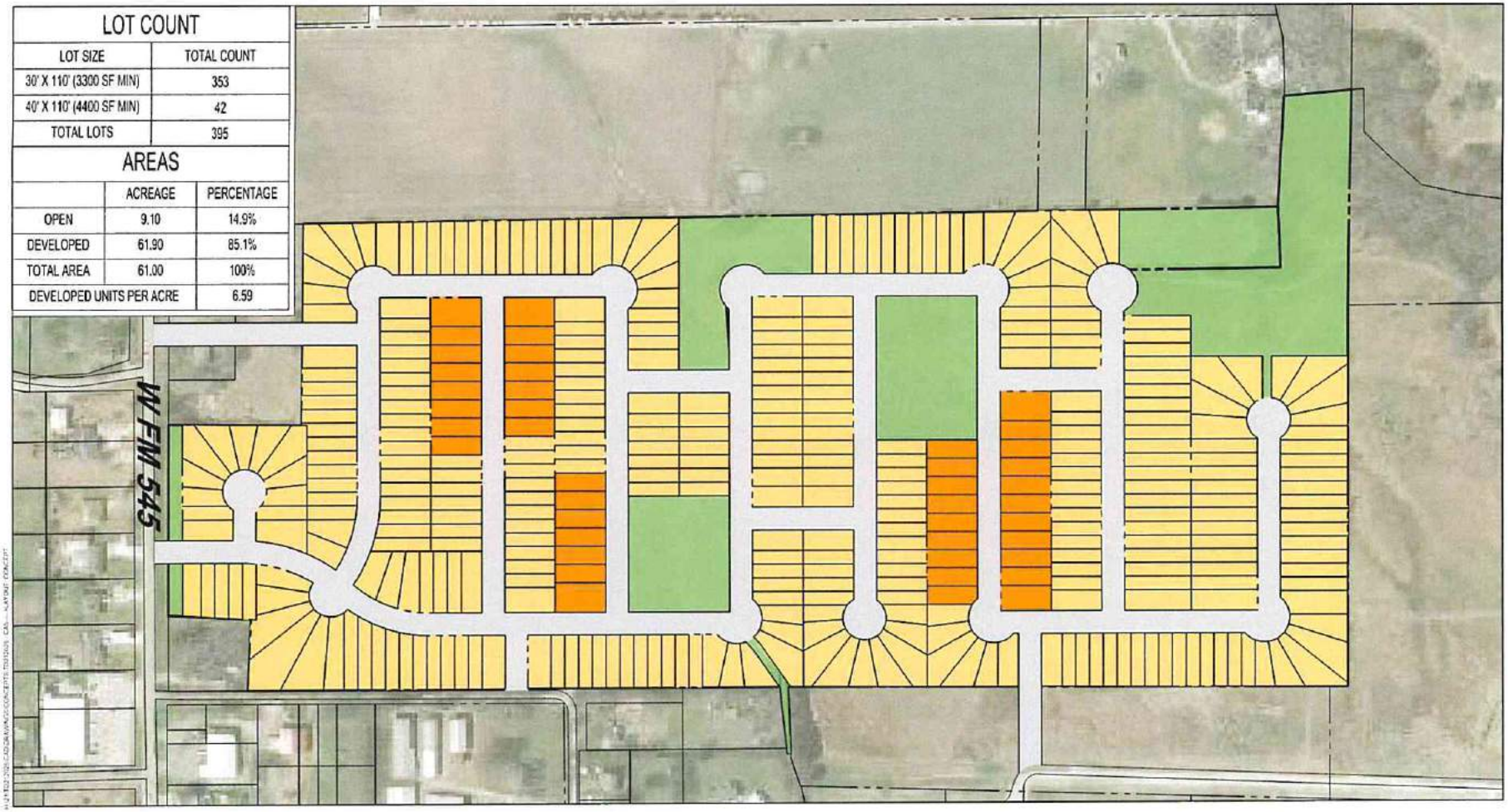
14. **Roadways** – Interior local roadways shall be a minimum of 50-ft Right-of-way, 31-ft B-B concrete paving, 4-ft park strip and 5-ft sidewalks. No alleys are required.
15. **Screening** – The perimeter will be required to have a minimum of a 6-ft tall board-on-board wooden screening wall with masonry columns.

EXHIBIT "C"

CONCEPT PLAN

LOT COUNT	
LOT SIZE	TOTAL COUNT
30' X 110' (3300 SF MIN)	353
40' X 110' (4400 SF MIN)	42
TOTAL LOTS	395

AREAS		
	ACREAGE	PERCENTAGE
OPEN	9.10	14.9%
DEVELOPED	61.90	85.1%
TOTAL AREA	61.00	100%
DEVELOPED UNITS PER ACRE		6.59



BOHLER //
6017 MAIN STREET
FRISCO, TX 75034
Phone: (469)458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

RESIDENTIAL CONCEPT PLAN
NWC OF FM 545 AND N BAKER ST

BLUE RIDGE, TX 75424

06/14/2021 | SEL | TD212025 | CA2

200 100 50 0 200
1"= 200'

BULK WATER RATES (Per the Master Fee Schedule)	
First 2,000 gallons	$50.00 flat rate
for each additional gallon	$8.50
Bulk Meter Deposit	$1,500

Contractor #1	Began Service 08/10/2021	used 158,100 gallons	Billed $1376.85
Contractor #2	began Service 09/16/2021	used 124,800 gallons	Billed $1344.31

For Comparison

Residential Water Rates (Inside City Limits):

USE PER 1,000 GALLONS	PRICE PER 1,000 GALLONS
First 2,000 gallons	Flat rate of $31.62
From 2,001 to 5,000	$3.57
From 5,001 to 20,000	$4.85
From 20,001 - 50,000	$5.87
From 50,001 and above	$6.89

if resident used 158,100 gallons bill for water only would be $1,035.31

if resident used 124,800 gallons bill for water only would be $1,133.18