



# City of Fulshear Texas

Request for Proposals and Qualifications

For

Operation, Management & Utility Billing

Of

Municipal Water & Wastewater Treatment Plants

Issue Date: May 18, 2012

# TABLE OF CONTENTS

<b>1. BACKGROUND AND SCOPE OF WORK</b>	<b>4</b>
1.1 Background & Authority for Procurement	4
1.2 Title VI Assurance	4
1.3 Environmental Impact	4
1.4 Fulshear Organizational Structure	5
1.5 Scope of Work	5
1.6 Request for Qualification (RFQ)	7
1.7 Operating Agreement	8
<b>2. RFQ REQUIREMENTS AND FORMAT</b>	<b>9</b>
2.1 Proposal Requirements	9
2.2 RFQ Response Submission	9
2.3 RFQ Format	10
<b>3. OTHER PROVISIONS</b>	<b>13</b>
3.1 Compliance with Laws, Rules and Standards	13
3.2 Proposer Service Requirements	13
3.3 Liquidated Damages	14
3.4 Fulshear Responsibilities	14
3.5 Force Majeure	14
<b>4. RESPONSE EVALUATION SELECTION AND AWARD</b>	<b>15</b>
4.1 Evaluation	15
4.2 Best and Final Offer	15
4.3 Award	16
4.4 Type of Award	16
4.5 Preaward Meeting	16

## **ATTACHMENTS**

- A. TPDES PERMIT Numbers: WQ0013314-001,WQ0014745-001
- B. 2012 BUDGET PREPARED BY GBRA FOR OPERATION OF FULSHEAR PLANTS
- C. CONTRACT WITH NORTH FORT BEND WATER AUTHORITY

# Key Information Summary Sheet

## City of Fulshear Texas

Request for Proposals and Qualifications  
Operation, Management & Utility Billing  
of Municipal Water & Wastewater Treatment Plant

**Issue Date:** May 18, 2012  
**Issuing Office:** City Administrator  
**Proposals Sent To:** Mr. C.J. Snipes  
City Administrator  
City of Fulshear  
PO Box 279  
Fulshear TX 77441  
Phone 281.346.1796

**Proposals Due By:** Tuesday June 12, 2012, by: 3:00 PM CDT  
**Questions Due By:** Friday June 1, 2012, by: 12:00 PM CDT  
**Pre Proposal Tour:** Wednesday May 30, 2012, 8:30 a.m. CDT

## **1. BACKGROUND AND SCOPE OF WORK**

The City of Fulshear, a Texas General Law Type A City located in Fort Bend County, Texas is soliciting proposals and qualifications from qualified and interested firms for the complete management, operation and utility billing of its municipal water and wastewater collection, treatment and disposal system located within the city limits.

### **1.1 BACKGROUND**

The City of Fulshear utility systems are unique in that they consist of two (2) separate water and wastewater systems that operate independently of each other. Each of the two (2) systems has two (2) water wells contained in one (1) water plant and one (1) wastewater plant. Each of the wastewater systems has three (3) sanitary sewer lift stations and sanitary sewer mains that convey raw sewage to the treatment plants for treatment and discharge to the receiving water ways. As such, the Proposer will agree to execute an Operating Agreement for each system.

In 2002 the City of Fulshear entered into agreements with the North Fort Bend Water Authority (NFBWA), a conservation and reclamation district and political subdivision, related to the construction and operation of wastewater collection, treatment and disposal facilities to serve the Fulshear area. The City is rapidly growing and intends to at some point absorb the operation of the Water and Waste Water System internally. Any response to this RFQ should include a description of the steps the contractor intends to take to assist the City in this regard.

### **AUTHORITY FOR PROCUREMENT**

This procurement falls under the statutory authority of the Texas Local Government Code § 252, and applicable sections of the Texas Water Code, which authorize municipalities to enter into an agreement with one or more persons to provide personnel, equipment, systems, facilities, and services necessary to operate a municipal water & wastewater treatment plant.

### **1.2 TITLE VI ASSURANCE**

Fulshear, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Proposers that it will enforce compliance with this law, investigate alleged violations, and affirmatively ensure that in any contract entered into pursuant to Fulshear procurements, minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Non discrimination programs require that federal-aid recipients, sub recipients, and contractors prevent discrimination and ensure non discrimination in all of their programs and activities, whether those programs are federally funded or not.

### **1.3 ENVIRONMENTAL IMPACT**

It is the intent of Fulshear to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, municipal need, availability, and sound financial considerations. Please note that the System is in an

environmentally sensitive geographical area, which may be subject to more stringent requirements and regulations to protect the environment.

#### **1.4 FULSHEAR ORGANIZATIONAL STRUCTURE**

Fulshear is the contracting party for this procurement. The procured services will be used by the City of Fulshear, a General Law City of Texas, which was incorporated in 1977. Fulshear is a Mayor / Council form of government, managed by a City Administrator. All contracts or awards must be approved by the duly elected governing body to be effective.

#### **1.5 SCOPE OF WORK**

This solicitation is a Request for Qualifications (RFQ). Fulshear is requesting proposals from qualified providers interested in providing operation and maintenance services for the water and wastewater system. Fulshear seeks a Proposer to provide all of the management, staff, equipment, materials, and supplies required to efficiently and cost effectively manage, maintain and operate the System in compliance with the Permit and all applicable laws and regulations. The successful contractor will be capable of providing the services described below. The final award of this bid is subject to the successful negotiation of a mutually agreed Operations and Maintenance Agreement (the "Operating Agreement") as further described in section 1.7 below.

**1.5.1.** The City of Fulshear utility system consist of two (2) separate water and wastewater systems that operate independently of each other. Each of the two (2) systems has two (2) water wells contained in one (1) water plant and one (1) wastewater plant. Each of the wastewater systems has three (3) sanitary sewer lift stations and sanitary sewer mains that convey raw sewage to the treatments plants for treatment and discharge to the receiving water ways.

**1.5.2.** The Licensed Contractor will be responsible for assuring that water and wastewater is stored, treated, conveyed, and discharged in accordance with the Permit and all other applicable federal state and local laws governing such actions.

**1.5.2.1.** The Licensed Contractor shall not be required or allowed to accept into the System wastes or other materials of any kind except as authorized by the Permit and discharged into the System through connections approved by the City of Fulshear.

**1.5.2.2.** The System shall be operated at all times in compliance with the Permit, the Operating Agreement, and all other applicable federal state and local laws.

**1.5.3.** The contractor will be required to maintain and operate the two (2) independent water and wastewater systems. The City of Fulshear Old Town wastewater system is permitted to discharge up to 100,000 gallons per day from a concrete complete mix plant.

The Cross Creek Ranch wastewater system is designed to treat up to 300,000 gallons per day of influent from two (2) parallel 150,000 gallon per day steel plants. This is an interim phase of construction with the system permitted for an average flow rate of 1,000,000 gallons per day.

The contractor shall also be responsible for reading the water meters on a monthly basis, customer billing, accounts receivable of water/sewer revenues and customer service. The contractor shall provide Fulshear with detailed aging reports, and monthly account receivable recaps. The City of Fulshear looks to take over these services in a period of the next several years. For the interim period, the contractor shall include these cost as a separate item in their monthly fee schedule.

**1.5.4.** The Contractor will have personnel available during normal business hours for routine operations, and on-call 24 hours/day for emergencies. The Contractor shall perform with a minimum of active participation by Fulshear and so as to provide retail water and sewer service to authorized System users within the Fulshear Service Area, all as required by, and subject to the provisions of the Operating Agreement. However Fulshear reserves the perpetual right to inspect the operations, and any and all facilities, books, records, and activities of the Contractor related to the Systems. The City is requesting a turnkey price for operations including all maintenance up to what is required annually.

**1.5.5.** For the first year of operations, the Contractor will be responsible for operating and maintaining the System within the existing budget for System operations, and based on current revenues at existing rates. A copy of the current budget is provided as Attachment B. Thereafter the Licensed Contractor will coordinate with the City Finance Office to prepare an annual operations budget, for review and approval by the City no later than August 1<sup>st</sup> of each year as part of the City's annual budget process. If the budget will require a rate increase, the Contractor shall assist Fulshear in preparing an internal cost-of-service rate study or other justification to support the increase, to be provided with the proposed budget. However if Fulshear engages an outside rate consultant to perform its rate study, then the Contractor will cooperate with the rate consultant to provide all reasonably requested data and information.

**1.5.6.** Through appointments in writing, Fulshear will either assign a project manager or establish a Project Management Committee as the Contractors key contact and representative for Fulshear. That manager or Project Management Committee will oversee the contractor's performance of and compliance with the Operating Agreement.

**1.5.7.** The Contractor shall be responsible for the operation and maintenance of the System primarily through the use of its own employees but may subcontract with individuals or other entities for discrete tasks or responsibilities subject to Fulshear's approval in writing of any such subcontracts. All bids for materials, supplies, and services by the operator shall be prepared and solicitations be performed under the same public procurement laws and regulations governing Fulshear.

**1.5.8.** The Contractor shall be responsible for all sampling, inspection and reporting required by the Permit; however, except in case of emergency, no reporting shall be submitted to any regulatory authority without Fulshear's review and approval. In case of emergency, all reasonable attempts shall be made to contact Fulshear representatives before filing any regulatory reports. In addition the Contractor shall also track and report to Fulshear any issues arising from service to the users. After reporting to Fulshear and with Fulshear's consent, the

Contractor will make respond to Fulshear and its System users.reasonable efforts to address issues that arise, as reasonably necessary to

**1.5.9.** All data collected in the operation and maintenance of the plant shall be electronically recorded and maintained on one or more computer databases, including: telemetry and other flows measurements (influent, effluent and disposal volumes); sampling and testing data; inspection records; rainfall data; customer complaints; and other customer contacts; regulatory agency contacts and correspondence; maintenance records (including preventive maintenance); equipment and supply purchases, use and inventory; hours on location; and operator's records of any other operational activity for the System.

## **1.6 REQUEST FOR QUALIFICATIONS (RFQ)**

**1.6.1. Submission Deadline:** Proposers shall have a minimum of **15 business days** from the date the RFQ is issued to submit their response. Responses must be received by the Fulshear City Administrator no later than Tuesday June 12, 2012, at 3:00 PM CDT. Responses must be clearly marked RESPONSE TO RFQ in sealed packages. Responses will be publicly opened, and the identity of responders will be announced. No portion of responses will be publicly read or disseminated at this public opening.

**1.6.2. Questions and Addenda:** Proposers shall have one (1) week from the date the RFQ is issued to submit written questions regarding the procurement to the Fulshear City Administrator. All questions must be received by the City Administrator by Friday June 1, 2012 at 12:00 PM CDT. All Proposer questions, along with answers, will be made available as an Addendum to the RFQ within the second week after issuance. Questions and answers will be posted on the City of Fulshear website at www.fulsheartexas.gov. Fulshear will not be bound by any oral statement or representation contrary to the written specifications of this RFQ. Any revision, clarification, or interpretation pertaining to this RFQ will be in writing and issued by Fulshear as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on Fulshear.

### **1.6.3. Pre Proposal Meeting/Facility Tour:**

**1.6.3.1.** A Pre Proposal Meeting and facility tour will be available for interested proposers on Wednesday May 30, 2012 at 8:30 AM CDT. Responses to questions submitted in accordance with the above may be distributed at this time if available, and a tour of the existing facility will be offered.

**1.6.3.2.** No additional Statement of Work questions will be entertained during the tour. The ONLY questions permitted at this meeting shall be questions of an administrative nature concerning the solicitation and construction of the response.

**1.6.3.3.** Attendance at this meeting is NOT MANDATORY, and no proposer will be penalized for deciding not to attend. Responses to questions properly submitted will be mailed to all parties who received the original RFQ.

**1.6.4. Statement of Qualifications:** Proposers shall be required to provide a Statement of Qualifications, which will initially be scored on a pass/fail basis. Responses that do not demonstrate the requisite work experience will not receive further consideration.

**1.6.5. Disclosure of Response:** All information submitted in an accepted response will be retained by Fulshear for the period specified in the State of Texas records retention schedule. The information will not be returned to the Proposer. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Proposer shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Proposer in the response will be kept confidential by Fulshear to the extent permitted by law. Fulshear merely raises the exception on behalf of the Proposer. Fulshear takes no legal position on disclosure. Fulshear will use its best efforts to give the Proposer or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

**1.6.6. Alteration or Withdrawal of Response:** Any alterations to a response made before the submission deadline shall be submitted in writing, sealed, and clearly marked **RFQ Response – Amendment**. The outer envelope must clearly show postmark or receipt stamp **before** the submission deadline to be considered. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by Fulshear, unsealed, until after the award and successful contract. Responses will be returned upon written request after a contract is secured.

**1.6.7. Response Validity Period:** The Proposer’s response will be valid for a period of 90 days after the submission deadline. The Proposer may elect to extend the validity period beyond this time at its discretion.

**1.6.8. Sales Tax:** Purchases made for public use are exempt from the state sales tax and Federal excise tax. Do not include tax in response pricing unless otherwise specified in the RFQ. State sales tax and federal excise tax exemption certificates will be furnished by Fulshear on request.

**1.6.9. Costs:** Fulshear is not liable for any costs incurred by the Proposer in responding to this RFQ.

## **1.7 OPERATING AGREEMENT**

**1.7.1.** Fulshear will attempt to negotiate an Operating Agreement with the most highly qualified proposer that sets forth the duties and responsibilities of the parties with respect to the operation and maintenance of the System including: the tasks described in this RFQ; the term and termination of the Agreement; Force Majeure, the operator’s indemnification and insurance requirements, and the operator’s performance bond. If negotiations are successful, execution of the final Operating Agreement is contingent upon and subject to approval by the City Council of Fulshear. Furthermore the statements in this RFQ neither dictate the contract

terms nor bind Fulshear, its attorneys or its staff, in its negotiation, drafting or final approval of the Operating Agreement.

**1.7.2.** The Agreement shall initially terminate on December 31, 2013. Contract terms may include: provisions for a one or two-year extension of the agreement with at least 90 calendar days notice prior to each termination date; and further extensions as mutually agreed in writing by the parties.

**1.7.2.1.** Termination for Convenience: A termination for convenience clause shall be included in the Operating Agreement. Except as otherwise provided in the final Operating Agreement, Fulshear, by written notice to the operator, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Contractor shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state: 1) termination date; and 2) continued portion of the Contract to be completed, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**1.7.2.2.** Rights After Termination: Except as specifically provided for in the Operating Agreement, all rights and obligations of the parties to one another that have not accrued before termination shall terminate with the Operating Agreement.

**1.7.3.** Performance Bond: The Operating Agreement shall include provisions requiring the operator to provide a performance bond.

## **2. RFQ REQUIREMENTS AND FORMAT**

### **2.1 PROPOSAL REQUIREMENTS**

**2.1.1.** This section outlines general format specifications of this RFQ.

### **2.2 RFQ RESPONSE SUBMISSION**

**2.2.1.** Failure by the Proposer to submit the documentation listed below may disqualify the Proposer from consideration. The response submission shall be submitted in the format described in this section.

**2.2.1.1.** The Proposer shall submit one (1) signed and dated original (marked Original) and three (3) copies (marked Copy). The submission shall be in separate loose-leaf binders on one sided, letter-size (8 1/2 by 11 inch) paper, in double-spaced format. The proposal shall be tab-indexed corresponding to the sections listed below. Include only the information specified for each section.

**2.2.1.2.** NOTE TO PROPOSER: Any pricing component shall be submitted separately from the proposal. Include one (1) original and three (3) copies of the Pricing Proposal in one separate sealed envelope along with the original proposal submittal.

**2.2.2.** Responses to this RFQ will be accepted until **3:00 PM CDT on Tuesday, June 12, 2012.**

**2.2.2.1.** By hand delivery to the City Administrator or the City Secretary at the Fulshear City Hall located at 30603 F.M. 1093 Road Fulshear, TX 77441.

**2.2.2.2.** By mail addressed to Mr. C.J. Snipes, City Administrator, City of Fulshear, P.O. Box 279, Fulshear, TX 77441.

**2.2.2.3.** Responses to this RFQ, and any pricing proposals must be CLEARLY MARKED, "RFQ Response, Operations Management & Utility Billing of Water & Wastewater Treatment Plants."

**2.2.2.4.** The Proposer is responsible for verifying that Fulshear has received the proposal.

**2.2.2.5.** Late responses will not be considered under any circumstances and will be returned unopened to the Proposer.

### **2.3. FORMAT**

#### **2.3.1. Cover Letter and Executive Summary: Section 1**

**2.3.1.1.** The cover letter shall be limited to two (2) pages and include the following:

**2.3.1.1.1.** RFQ response due date

**2.3.1.1.2.** Respondent's (company) name

**2.3.1.1.3.** Contact name and telephone number

**2.3.1.2.** The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed operation. The executive summary shall be limited to five (5) pages.

#### **2.3.2. Statement of Qualifications: Section 2**

**2.3.2.1. Company Qualifications and Experience:** The Proposer shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Proposer shall describe its qualifications as well as the qualifications of Proposer's major subcontractors, referencing specific similar projects that have been deployed by the Proposer. This section shall be limited to five (5) pages, not including project resumes, and shall include:

**2.3.2.1.1.** Name, address, phone number, and email address of the person Fulshear should contact with any questions regarding the response submission.

**2.3.2.1.2.** A description of related or similar services performed for three (3) years within the last seven (7) years. Specify the Proposer's particular tasks performed and role, whether as a subcontractor or prime contractor; whether as the project implementer or project manager overseeing implementation by another Proposer. Each project identified by the Proposer shall identify the

Proposer's Project Manager, a brief description including scope, system functionality, and project dates. Provide information related to the number of personnel dedicated to the reference project.

**2.3.2.1.3.** A summary of experience managing related or similar services of comparable size and scope to the services within the solicitation.

**2.3.2.2.** If the Proposer's Statement of Qualifications demonstrates three (3) years of similar services performed within the last seven (7) years their response will be further evaluated. Proposers that do not demonstrate that they meet the qualification criteria shall provide justification as to why their proposal should receive further consideration.

### **2.3.3. Technical Proposal: Section 3**

**2.3.3.1.** The Proposer shall provide a detailed description of the service delivery proposal for satisfying the scope of work outlined in Section 1.5, describing how each of the requirements of the Scope will be accomplished and by whom.

**2.3.3.2.** The Proposer shall describe its approach and ability to meet all of the operations and maintenance requirements, including a description of its resources and plans for routine maintenance and record keeping to prevent malfunctions and to maintain manufacturers' warranties.

**2.3.3.3.** Based on its experience and expertise, the Proposer may include other elements of operation and maintenance not expressly described in this RFQ, with a statement of why it believes that such elements are necessary or advisable to achieve the required proper operation and maintenance of the System.

### **2.3.4. Key Personnel: Section 4**

**2.3.4.1.** The Proposer shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subcontractors who will be part of the Proposer's personnel providing the service. Each personnel profile shall include:

**2.3.4.1.1.** Individual's name and title

**2.3.4.1.2.** Education

**2.3.4.1.3.** Description of qualifications and experience for the last five (5) years

**2.3.4.2.** The Proposer shall provide personnel profiles for each of the following key personnel positions:

**2.3.4.2.1.** Chief Executive Officer or owner of the proposing company.

**2.3.4.2.2.** Program or Project Manager who shall have a minimum of five (5) years of experience within the last eight (8) years in program management for

similar services. Required Certifications shall be identified if responsible for day-to-day operations.

**2.3.4.2.3.** Superintendent, who will be responsible for on-site daily operations.

**2.3.4.2.4.** All others who will be on-site and performing services, including their names, experience, certifications, and qualifications.

**2.3.4.2.5.** Quality Assurance Manager. Provide name, qualifications. And personal experience, of the person who shall have daily responsibility for quality assurance.

### **2.3.5. Staffing Plan: Section 5**

**2.3.5.1.** The Proposer shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors.

**2.3.5.2.** This plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to this project during the contract term.

**2.3.5.3.** The plan should include the total number of hours, by day and by week, that the contractor will provide personnel onsite to routinely operate and maintain the System, and what back-up personnel will be available in case of emergency.

### **2.3.6. Quality Assurance Plan: Section 6**

**2.3.6.1.** The Proposer shall describe their methods and processes used to ensure quality deliverables in no more than two (2) pages. The Proposer shall provide a comprehensive, continuous, and measurable quality assurance program.

**2.3.6.2.** Describe the policies and procedures to periodically measure and report quality performance to Fulshear throughout the term of the contract.

### **2.3.7. Pricing and Financial Information: Section 7**

**2.3.7.1.** Pricing Proposal, if any should be submitted in a separate sealed envelope with the original response submittal. Pricing Proposal shall list specifically any charges that will be made to Fulshear to carry out the proposal.

**2.3.7.2. Financial Standing:** The Proposer shall submit the most recent audited financial statements. If audited financial statements are unavailable, unaudited financial statements shall be submitted and certified as true, correct, and accurate by the chief financial officer or treasurer of the Proposer's company. Additional information demonstrating financial stability and ability to meet the financial responsibilities for the requirement to perform this service must be included.

### **2.3.8. Continuity and System Disaster Preparedness Plan: Section 8**

**2.3.8.1.** The Proposer shall submit a business continuity and system disaster preparedness plan describing how they propose to meet the specifications in the event emergency conditions interrupt, or threaten to interrupt service delivery. The plan shall detail the Proposer’s emergency operations, and the back-up and recovery process to cover natural or other conditions that may impede normal operations.

**2.3.9. References: Section 9**

**2.3.9.1.** The Proposer shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Proposer’s ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed.

**3. OTHER PROVISIONS**

**3.1. COMPLIANCE WITH LAWS, RULES AND STANDARDS**

**3.1.1.** The Proposer shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services including, but not limited to applicable provisions of:

**3.1.1.1.** Texas Local Government Code Title, 13, Water and Utilities, Chapter 552, Municipal Utilities

**3.1.1.1.1.** Texas Health and Safety Code, Title 5, Sanitation and Environmental Quality, all relevant sections.

**3.1.1.1.2.** Texas Water Code.

**3.1.1.1.3.** All other relevant federal, state, local, or special district, laws, rules, regulations, and ordinances. The Proposer shall maintain all required licenses and certifications throughout the term of the contract. When required the Proposer shall furnish Fulshear satisfactory proof of its compliance.

**3.2. PROPOSER SERVICE REQUIREMENTS**

**3.2.1.** The Proposer shall:

**3.2.1.1.** Be engaged in the business of providing similar water & wastewater operations and maintenance services for a minimum of three (3) years within the most recent seven (7) years. Recent start-up businesses may not meet the requirements of this solicitation at the exclusive option of Fulshear. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

**3.2.1.2.** Have experience working with federal, state, or local governmental entities providing services similar in size and scope.

**3.2.1.3.** Be in good financial standing and current in payment of all taxes and fees.

**3.2.2.** Provide support 24-hour per-day, 7-day per-week for uninterrupted operation of the System in compliance with the Permit.

**3.2.3.** Provide personnel, subcontractors, or operators that are fully competent, fully trained, and duly certified to perform the work authorized or required by the Operating Agreement.

### **3.3. LIQUIDATED DAMAGES**

**3.3.1.** If the Proposer fails to provide the specified service or fails to perform in accordance with the specifications and terms and conditions of the agreement, after being notified in writing by Fulshear of the specific deficiency, Fulshear may require the Proposer to pay liquidated damages, as covered in the negotiated Operating Agreement, until the deficiency is corrected.

### **3.4. FULSHEAR RESPONSIBILITIES**

Fulshear will:

**3.4.1.** Provide a project manager and/or oversight committee to facilitate Operator activities in operating and maintaining the System.

**3.4.2.** Provide responsive advice and counsel to facilitate the Proposer's efforts.

**3.4.3.** Provide access to files and information.

Fulshear will have the right, but not the obligation to:

**3.4.4.** Perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between Fulshear and the Proposer.

### **3.5. FORCE MAJEURE**

**3.5.1.** If for any reason of force majeure, either the contractor or Fulshear shall be rendered unable, wholly or in part, to comply with this RFQ, the parties shall give notice of the reasons within a reasonable time after the occurrence of the event, which shall be defined as acts of God, natural or man-made disasters which interrupt operations and cannot be reasonable avoided, unavoidable civil disturbances, or other generally defined force majeure conditions.

**3.5.2.** Force majeure shall not be used as absolute grounds for failing to perform. Force majeure shall be one of the conditions precedents for excusing performance under this RFQ.

## **4. RESPONSE EVALUATION SELECTION AWARD**

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at Fulshear's sole discretion. Fulshear will rank all proposals that are complete and responsive to

the requirements of the RFQ and may select the Proposer whose proposal offers the apparent best value to Fulshear.

#### **4.1. EVALUATION**

**4.1.1.** Each proposal will be evaluated based on best value to the City of Fulshear and its ratepayers.

**4.1.2.** Proposers shall not contact members of the evaluation team.

**4.1.3.** The Proposer's qualifications will initially be scored on a pass/fail basis. It is the Proposer's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Proposer's qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Proposers that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated.

**4.1.4.** Responses will be evaluated and ranked based on the following scale:

**4.1.4.1.** Qualifications: 20 percent.

**4.1.4.2.** Technical Proposal and Quality Assurance: 30 percent.

**4.1.4.3.** Experience: 20 percent.

**4.1.4.4.** Pricing and Financial Information: 10 percent.

**4.1.4.5.** Continuity and Disaster Preparedness Plan: 10 percent.

**4.1.4.6.** References: 10 percent.

**4.1.5.** The response may be disqualified if Fulshear is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if Fulshear receives negative responses. Fulshear will be the sole judge of references.

#### **4.2. BEST AND FINAL OFFER**

**4.2.1.** Fulshear reserves the right to request a Best and Final Offer (BAFO) from selected Proposer's. Included in this cost shall be the complete operating cost on a monthly basis for all activities needed to operate the City of Fulshear two (2) water and wastewater systems. Included shall be all maintenance required including and up to any maintenance needed on an annual basis. Included in the Best and Final Offer (BAFO) shall be any and all expenses that the contractor feels are outside of this contract. A current rate sheet for any services that maybe billed on an hourly rate shall be included.

**4.2.2.** The Proposer(s) shall submit a final price and any added value. If more than one Proposer reaches this level, the negotiated terms, references, BAFO, and added values will be the considered in the award. Fulshear will make the final determination on the best value.

### **4.3. AWARD**

**4.3.1.** Fulshear City Administrator will submit a recommendation to the City Council regarding approval of the proposal determined to provide the apparent best value to Fulshear. The City Council may approve or disapprove the recommendation, and if approved, will authorize the City Administrator to negotiate with the apparent best value Proposer. Negotiated contract will be submitted to the City Council for ratification and award, and may be subject to the successful completion of negotiations or any other conditions identified in the RFQ or by the Council. Fulshear will attempt to negotiate the Operating Agreement with the apparent best value Proposer. If an agreement satisfactory to Fulshear cannot be negotiated with that Proposer, or if in the course of negotiations, it appears that the proposal will not provide Fulshear with the overall best value, Fulshear will formally end negotiations with that Proposer and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFQ and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Proposer.

### **4.4. TYPE OF AWARD**

**4.4.1.** Single Award: One agreement shall be awarded to a single Proposer, or joint venture.

**4.4.2.** Term of Agreement: The initial term shall be one and a half (1.5) calendar years, beginning July 1, 2012, with the terms for extension and renewal to be included in the negotiation of the Operating Agreement.

### **4.5. PRE-AWARD MEETING**

**4.5.1.** The highest ranked proposer(s) shall be required to attend a pre-award meeting in Fulshear, Texas, with Fulshear staff within ten (10) calendar days after notification. The purpose of the meeting is to discuss the terms and conditions negotiate the Operating Agreement, and to provide additional information regarding the System. Failure to attend this meeting shall be adequate for Fulshear to dismiss the highest ranked proposer, and begin negotiations with the next highest ranked proposer. Time is of the essence of this solicitation, and an operator must be contracted and available to assume operations no later than July 1, 2012.

# ATTACHMENT A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
 WASTEWATER TREATMENT FACILITY  
 CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2012

Customer Name: CITY OF FULSHEAR  
 -----

PO BOX 279  
 FULSHEAR TX 77441  
 CANADA

Permit Number : WQ0013314-001  
 -----

Facility Name : CITY OF FULSHEAR WWTP  
 -----

Permit Type : Public Domestic  
 -----

Customer Name : CITY OF FULSHEAR  
 -----

Account Number: 0023003873  
 -----

Permit Categories	Value	Fee Assessment
-----	-----	-----
Flow:		\$ 85.00
Contaminated	0.100000 mgd	
Uncontaminated	0.000000 mgd	
 Pollutants:		 \$ 510.00
Oxygen Demand	17.000 1b/day	
Total Suspended Solids	17.000 1b/day	
Ammonia	0.000 1b/day	
 Stormwater	NO	 \$ 0.00
Major	NO	\$ 0.00
Toxicity	0	\$ 0.00
Retention	NO	
	Total Fee Assessed	\$ 1,250.00

\*\*\*\*\* This is NOT a bill. Do NOT pay !!! \*\*\*\*\*

Outfall	Flow	(type)	OD	TSS	Ammonia
-----	-----	-----	---	---	-----
1 OTFL 001 TPDES	0.100000	(C)	17.000	17.000	0.000

NOT A BILL. FOR INFORMATION ONLY.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
WASTEWATER TREATMENT FACILITY  
CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2012

Customer Name: FORT BEND MUD 169 # CITY OF FULSHEAR  
-----

PO BOX 279  
FULSHEAR TX 77441  
BRAZORIA

Permit Number : WQ0014745-001  
-----

Facility Name : CROSS CREEK RANCH WWTP  
-----

Permit Type : Public Domestic  
-----

Customer Name : FORT BEND MUD 169 # CITY OF FULSHEAR  
-----

Account Number: 0023005992  
-----

Permit Categories	Value	Fee Assessment
-----	-----	-----
Flow:		\$ 127.50
Contaminated	0.150000 mgd	
Uncontaminated	0.000000 mgd	
 Pollutants:		 \$ 537.00
Oxygen Demand	13.000 lb/day	
Total Suspended Solids	19.000 lb/day	
Ammonia	3.800 lb/day	
 Stormwater	NO	 \$ 0.00
Major	NO	\$ 0.00
Toxicity	0	\$ 0.00
Retention	NO	
	Total Fee Assessed	\$ 1,250.00

\*\*\*\*\* This is NOT a bill. Do NOT pay !!! \*\*\*\*\*

Outfall	Flow	(type)	OD	TSS	Ammonia
-----	-----	-----	---	---	-----
1 OTFL 001 TPDES	0.150000	(C)	13.000	19.000	3.800

NOT A BILL. FOR INFORMATION ONLY.

## ATTACHMENT B

BUDGET : 11-2011/2012 Fiscal Budge

FUND : 500 Business Enterprise

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 1

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
500-44000	Refund Revenue	450.00CR
500-44100	Sales-Water	76,476.31CR
500-44101	Sales - Sewer	64,216.90CR
500-44200	Transfers - Water/Sewer	1,000.00CR
500-44300	Water & Sewer Taps	12,000.00CR
500-44500	Sales- Penalties	6,000.00CR
500-44600	Sales - NFBWA Pumpage	39,828.75CR
500-46010	Interest - CD	0.00
500-46131	Interest- Money Market	1,500.00CR
500-46153	Interest-MBIA Public Works	150.00CR
500-49200	Miscellaneous Revenue	1,000.00CR
500-49500	Transfers from General	65,718.56CR
	PAGE TOTAL:	268,340.52CR
	TOTAL REVENUES:	268,340.52CR

BUDGET : 11-2011/2012 Fiscal Budge

FUND : 500 Business Enterprise

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 2

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
500-5-000-5324-00	Chemicals	7,200.00
500-5-000-5381-00	Miscellaneous	450.00
500-5-000-5405-00	Administrative Fee	14,665.56
500-5-000-5411-00	Professional Services - Legal	7,500.00
500-5-000-5412-00	Prof. Services - Comp. Plannin	2,000.00
500-5-000-5413-00	Prof Services- Engineering	6,000.00
500-5-000-5413-01	Prof. Services - Maintenance	0.00
500-5-000-5421-00	Real & Personal Property Insr	1,585.00
500-5-000-5431-01	Electricity- Water Plant	12,000.00
500-5-000-5431-02	Electricity- Lift Station	2,000.00
500-5-000-5431-03	Electricity - Sewer Plant	12,000.00
500-5-000-5434-00	Telecommunications- Telephone	1,200.00
500-5-000-5461-08	Hauling- Sludge	6,000.00
500-5-000-5465-00	Water Pumpage Fees	48,000.00
500-5-000-5466-00	Lab Testing	6,000.00
500-5-000-5475-00	Bank Charges	250.00
500-5-000-5510-01	Water/Sewer Contract- Base	30,000.00
500-5-000-5510-02	W/S Contract- Admin Fees	6,500.00
500-5-000-5510-03	W/S Contract- Regulatory Fees	1,000.00
500-5-000-5510-04	Repair & Maintenance	85,000.00
500-5-000-5510-05	Repair & Maint. Lift Station	0.00
500-5-000-5510-06	W/S Contract - Tapping Fees	13,500.00
500-5-000-5510-07	Repair & Maint. Sewer Plant	0.00
500-5-000-5510-08	Repair & Maint. Water Well	0.00
500-5-000-5515-00	Permits	2,500.00
500-5-000-5515-01	TCEQ Fines	100.00
500-5-000-5561-00	Depreciation Expense	0.00
500-5-000-5600-01	Capital Outlay Water/Sewer	0.00
500-5-610-5405-00	ADMINISTRATIVE FEE	0.00

PAGE TOTAL: 265,450.56

TOTAL EXPENDITURES: 265,450.56

NET REVENUES/EXPENDITURES: 2,889.96CR

BUDGET : 11-2011/2012 Fiscal Budge  
FUND : 550 CCR Business Enterprise  
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 3

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
550-44000	Refund Revenue	1,200.00CR
550-44100	Sales - Water	231,916.51CR
550-44101	Sales - Sewer	157,329.47CR
550-44200	Transfer - Water Sewer	4,500.00CR
550-44300	Sales - Water & Sewer Taps	160,025.00CR
550-44310	Sales - Meter Box Repairs	1,000.00CR
550-44500	Sales - Penalties	5,000.00CR
550-44600	Sales - NFBWA Pumpage	107,231.25CR
550-46010	Interest Income - CD	0.00
550-46131	Interest Income - M Market	400.00CR
550-49200	Miscellaneous Income	0.00
550-49500	Transfer from General	0.00

PAGE TOTAL: 668,602.23CR

TOTAL REVENUES: 668,602.23CR

BUDGET : 11-2011/2012 Fiscal Budge  
 FUND : 550 CCR Business Enterprise  
 ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 4

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
550-5-000-5324-00	Chemicals	3,000.00
550-5-000-5381-00	Miscellaneous	200.00
550-5-000-5405-00	Administrative Fee	58,662.24
550-5-000-5411-00	Professional Services - Legal	7,500.00
550-5-000-5412-00	Prof. Services - Comp. Plannin	8,000.00
550-5-000-5413-00	Prof Services - Engineering	5,000.00
550-5-000-5421-00	TML Property Insurance	8,500.00
550-5-000-5431-01	Electricity - Water Plant	40,000.00
550-5-000-5431-02	Electricity - Lift Station	10,000.00
550-5-000-5431-03	Electricity - Sewer Plant	25,000.00
550-5-000-5434-00	Telecommunications - Telephone	3,000.00
550-5-000-5461-01	Contract - Solid Waste Collect	0.00
550-5-000-5461-08	Hauling - Sludge	14,000.00
550-5-000-5465-00	Water Pumpage Fees	132,000.00
550-5-000-5466-00	Lab Testing	15,000.00
550-5-000-5475-00	Bank Charges	50.00
550-5-000-5510-01	Contract - Water/Sewer Base	55,000.00
550-5-000-5510-02	Contract - W/S Admin Fees	18,000.00
550-5-000-5510-03	Contract - W/S Regulatory Fee	1,000.00
550-5-000-5510-04	Repair & Maintenance	100,000.00
550-5-000-5510-06	W/S Contract - Tapping Charges	100,000.00
550-5-000-5515-00	Permits	2,000.00
550-5-000-5515-01	TCEQ Fines	500.00
550-5-000-5561-00	Depreciation Expense	0.00
550-5-610-5405-00	ADMINISTRATIVE FEE	0.00
	PAGE TOTAL:	606,412.24
	TOTAL EXPENDITURES:	606,412.24
	NET REVENUES/EXPENDITURES:	62,189.99CR

# ATTACHMENT C

**ORDINANCE NO. 05-928**

**AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS DECLARING  
THE CITY'S SUPPORT OF AND CONSENT TO THE CREATION OF THE  
NORTH FORT BEND WATER AUTHORITY.**

\* \* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:**

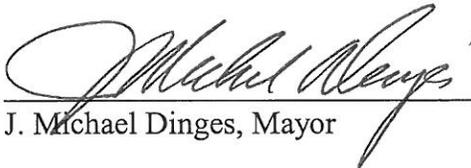
**Section 1.** The City Council hereby declares its support of the creation of the North Fort Bend Water Authority (the "Authority") by the Legislature of the State of Texas in Senate Bill 1798 of the 79<sup>th</sup> Regular Session of the Legislature. The City Council hereby consents to the creation of the Authority, subject to the terms and conditions set forth in Exhibit "B" attached hereto.

**Section 2.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was given, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been disclosed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 3.** A public emergency exists requiring that this ordinance be passed finally on the date of its introduction; therefore, this ordinance shall take effect immediately upon its passage and approval.

**PASSED, AND APPROVED AT A SPECIAL MEETING OF THE CITY  
COUNCIL OF THE CITY OF FULSHEAR, HELD ON THE 29<sup>st</sup> DAY OF SEPTEMBER  
2005.**

CITY OF FULSHEAR, TEXAS

  
\_\_\_\_\_  
J. Michael Dinges, Mayor

ATTEST:

  
\_\_\_\_\_  
Kathy Mayfield, City Secretary

**JOHN SMART - ABSENT**  
**BILL ARCHER - AYE**  
**OWEN BEMENT - AYE**  
**COLICE WATTS - AYE**  
**J B COLLINS, JR - AYE**





NOW THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE  
NORTH FORT BEND WATER AUTHORITY THAT:

I.  
FINDINGS

1.1. Findings. Each of the recitals stated in this Order are hereby adopted as a finding of the Board. All statutory requirements and conditions have been met for the establishment of a fee or user fee under § 8813.103 of the Code on water pumped from wells within the boundaries of the Authority.

II.  
CLASSES OF WELLS

2.1 Exempt Wells. The following wells within the boundaries of the Authority shall be referred to as "Exempt Wells" and shall not be subject to a Groundwater Reduction Plan Fee:

- (a) wells with a casing diameter of less than five inches that solely serve a single-family dwelling (as provided in § 8813.103 (d) of the Code);
- (b) wells regulated under Chapter 27, Water Code (as provided in § 8813.103 (d) of the Code);
- (c) wells that are not subject to any groundwater reduction requirement imposed by the Fort Bend Subsidence District or the Harris-Galveston Subsidence District, as applicable (as provided in § 8813.103 (d) and (e) of the Code); and
- (d) wells located within Harris County that, prior to the Board's adoption of this Order, were included in a groundwater reduction plan approved by the Harris-Galveston Subsidence District.

2.2 Non-Exempt Wells. All wells within the Authority other than Exempt Wells shall be subject to the Groundwater Reduction Plan Fee set forth in Article III. These wells are referred to as "Non-Exempt Wells."

III.  
GROUNDWATER REDUCTION PLAN FEE

3.1 The owner of each Non-Exempt Well within the Authority shall pay a Groundwater Reduction Plan Fee equal to \$0.19 for each 1,000 gallons of water pumped from such well. This Groundwater Reduction Plan Fee shall be effective as of October 1, 2005, on monthly pumpage, and payment shall be due by the last day of the month following the month for which pumpage was calculated. (For example, payment for October, 2005, pumpage is due by November 30, 2005; payment for November, 2005, pumpage is due by December 31, 2005; etc.)

IV.  
MEASURING PUMPAGE

4.1 Self-Reporting. Each Non-Exempt Well owner shall be responsible for reading the meter which measures the amount of water pumped from each Non-Exempt Well at the end of each month. Such measurement shall be reported to the Authority on the reporting form attached hereto as Exhibit A. The owner shall deliver the reporting form to the Authority with the owner's monthly Groundwater Reduction Plan Fee payment.

4.2 Audits. The Authority shall have the right to audit the well pumpage measurements submitted by the well owner by reading the meter at the well.

4.3 Failure to Read Meter. In the event a Non-Exempt Well owner fails to read the meter which measures the amount of water pumped from its well, the Authority shall have the right to read the meter. If the Authority is required to read the meter, such well owner will be billed an inspection fee of \$75. The well owner's monthly Groundwater Reduction Plan Fee will be based on the Authority's reading, regardless of when the Authority reads the meter.

4.4 Right to Enter Land. The Authority and its representatives shall have the authority to enter upon the land of the Non-Exempt Well owner at any reasonable time in order to audit the well pumpage measurements submitted by the well owner to the Authority, or to measure the well pumpage in the event the owner has failed to do so.

4.5 Accuracy of Meters. Each Non-Exempt Well owner shall be responsible for keeping the well meter on each Non-Exempt Well at least 95% accurate. If the Authority at any time believes that the meter is less than 95% accurate, it may notify the well owner and require that such meter be independently tested and the results reported to the Authority. If the testing reveals that the meter is at least 95% accurate, the Authority shall pay the cost of such testing and the cost of any necessary temporary meter used. If the testing reveals that the meter is less than 95% accurate, then the well owner shall pay the cost of such testing, the cost of any necessary temporary meter used, and the cost to recalibrate the meter such that it is at least 95% accurate and the owner shall be responsible for payment to the Authority of the Groundwater Reduction Plan Fee for unread gallons, as determined by the Authority. If the owner refuses to test the meter after the Authority's request to do so, the Authority may remove the well meter for independent testing and recalibration, and replace it with a temporary meter. The Authority shall pay for the cost of such testing and temporary meter, unless the results show that the meter was less than 95% accurate, in which case the well owner shall be responsible for the cost of testing and recalibration of the meter, the cost of the temporary meter, and payment to the Authority of the Groundwater Reduction Plan Fee for unread gallons, as determined by the Authority. Payment of the Groundwater Reduction Plan Fee under this Section 4.5, for unread gallons resulting from a meter that is less

than 95% accurate, shall be due to the Authority within 45 days of the independent testing results.

## V PAYMENT OF FEES

5.1 Payment of Fees. The Groundwater Reduction Plan Fee shall be calculated on the form attached hereto as Exhibit A, which form shall be delivered by the Non-Exempt Well owner to the Authority with the owner's monthly Groundwater Reduction Plan Fee payment. All fees payable to the Authority shall be paid in money which is legal tender in the United States of America. Payments will be accepted only by check or money order made payable to the "North Fort Bend Water Authority" or by wire transfer according to written wiring instructions provided by the Authority. No cash will be accepted. All payments must be received by the bookkeeper of the Authority, AVANTA Services, 5635 Northwest Central Dr., Suite 104E Houston, TX 77092, by the due date. Written wire instructions are available upon request.

5.2 Self-Remission of Groundwater Reduction Plan Fees. The Authority will not send invoices or billings to Non-Exempt Well owners. Each Non-Exempt Well owner shall be responsible for remitting to the Authority the Groundwater Reduction Plan Fee on or before the due date.

## VI COLLECTION OF FEES

6.1 Late Fees. Payments of Groundwater Reduction Plan Fees received after the due date will be subject to a late penalty of 5%. An additional 5% penalty (for a total penalty of 10%) shall be imposed if the payment is more than 30 days late. Overdue amounts shall also accrue interest at 12% per annum after the due date.

6.2 Collection Costs. If the Authority is required to incur costs to collect an overdue account, all such costs, including reasonable attorney's fees, court costs, and expenses, shall be paid by the delinquent well owner, and the Authority shall be entitled to collect such costs in any suit for collection of a delinquent account.

## VII AUTHORITY RULES RELATING TO GROUNDWATER REDUCTION PLAN FEE

7.1 Self-Reporting Violations. Each Non-Exempt well owner shall be responsible for reading the meter to measure the amount of water pumped from each Non-Exempt Well at the end of each month and for accurately reporting such measurement to the Authority on the form attached hereto as Exhibit A on or before the due date. Failure to make such measurement or to accurately report it to the Authority shall be a violation of the Authority's rules.

7.2 Failure to Comply with Pumping Measurement Requirements. Each Non-Exempt well owner is required to comply with the provisions of Article IV, including without limitation, allowing the Authority the right to: (1) audit well pumpage; (2) read the well owner's meter; (3) enter the well owner's land to audit and/or measure well pumpage; (4) test and recalibrate, if necessary, the well owner's meter. Failure of the well owner to comply with the terms of Article IV or this Section 7.2 shall be a violation of the Authority's rules.

7.3 Calibration of Meters. Each Non-Exempt well owner is responsible for keeping its well meter at least 95% accurate. It shall be a violation of the Authority's rules for any well owner who knows or should know that its well meter is less than 95% accurate to fail to promptly correct such meter and to correct any reports previously made to the Authority of inaccurate data.

7.4 Self-Remission Violations. Each Non-Exempt well owner shall be responsible for paying the Authority the Groundwater Reduction Plan Fees due on or before the due date. Failure to make such payment when due shall be a violation of the Authority's rules.

## VIII CIVIL PENALTIES, INJUNCTION

8.1 Civil Penalty. A person or entity who violates a rule or order of the Authority is subject to a civil penalty of not more than \$5,000, as determined by the Board, for each violation or each day of a continuing violation. The Board may set the penalty based on the severity of the offense; whether such violation was willful, knowing, reckless or inadvertent; the history of offenses by such person or entity; and the damages sustained by the Authority. The Authority may bring an action to recover the penalty in a district court in the county where the violation occurred. The penalty shall be paid to the Authority.

8.2 Injunction. The Authority may bring an action for injunctive relief in a district court in the county where a violation of an authority rule or order occurs or is threatened to occur. The Authority may bring an action for a civil penalty and injunctive relief in the same proceeding.

THIS ORDER SHALL BE EFFECTIVE AS OF THE DATE OF ITS ADOPTION.

ADOPTED this 30<sup>th</sup> day of September, 2005.

*Pat C. Foughton*  
President, Board of Directors

ATTEST

*Melony Day*  
Secretary, Board of Directors

(SEAL)



**Exhibit A**

**NORTH FORT BEND WATER AUTHORITY  
Pumpage and Billing Form**

Name of Well Owner: \_\_\_\_\_

Identify: Well #1: \_\_\_\_\_; Well #2: \_\_\_\_\_; Well #3: \_\_\_\_\_; Well #4: \_\_\_\_\_

*Check the billing period for which this report is being filed*

	<i>Billing Period</i>	<i>Rate</i>	<i>Due Date</i>
<input type="checkbox"/>	October 1-31, 2005	\$0.19	November 30, 2005
<input type="checkbox"/>	November 1-30, 2005	\$0.19	December 31, 2005
<input type="checkbox"/>	December 1-31, 2005	\$0.19	January 31, 2006
<input type="checkbox"/>	January 1-31, 2006	\$0.19	February 28, 2006
<input type="checkbox"/>	February 1-28, 2006	\$0.19	March 31, 2006
<input type="checkbox"/>	March 1-31, 2006	\$0.19	April 30, 2006
<input type="checkbox"/>	April 1-30, 2006	\$0.19	May 31, 2006
<input type="checkbox"/>	May 1-31, 2006	\$0.19	June 30, 2006
<input type="checkbox"/>	June 1-30, 2006	\$0.19	July 31, 2006
<input type="checkbox"/>	July 1-31, 2006	\$0.19	August 31, 2006
<input type="checkbox"/>	August 1-31, 2006	\$0.19	September 30, 2006
<input type="checkbox"/>	September 1-30, 2006	\$0.19	October 31, 2006
<input type="checkbox"/>	October 1-31, 2006	\$0.19	November 30, 2006
<input type="checkbox"/>	November 1-30, 2006	\$0.19	December 31, 2006
<input type="checkbox"/>	December 1-31, 2006	\$0.19	January 31, 2007

*Gallons of Water Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #1			
Well #2			
Well #3			
Well #4			
For additional wells, attach a second reporting form and put total from all wells below.			
ALL			

1	Enter total gallons of water pumped	
2	Divide by 1,000	
3	Total fee due (multiply line 2 x 0.19)	
4	Add late payment penalty, if applicable (5% for less than 30 days, 10% thereafter)	
5	Add late payment interest, if applicable (12% per annum)	
6	Total due	

I declare that the above information is true and correct to the best of my knowledge and belief.

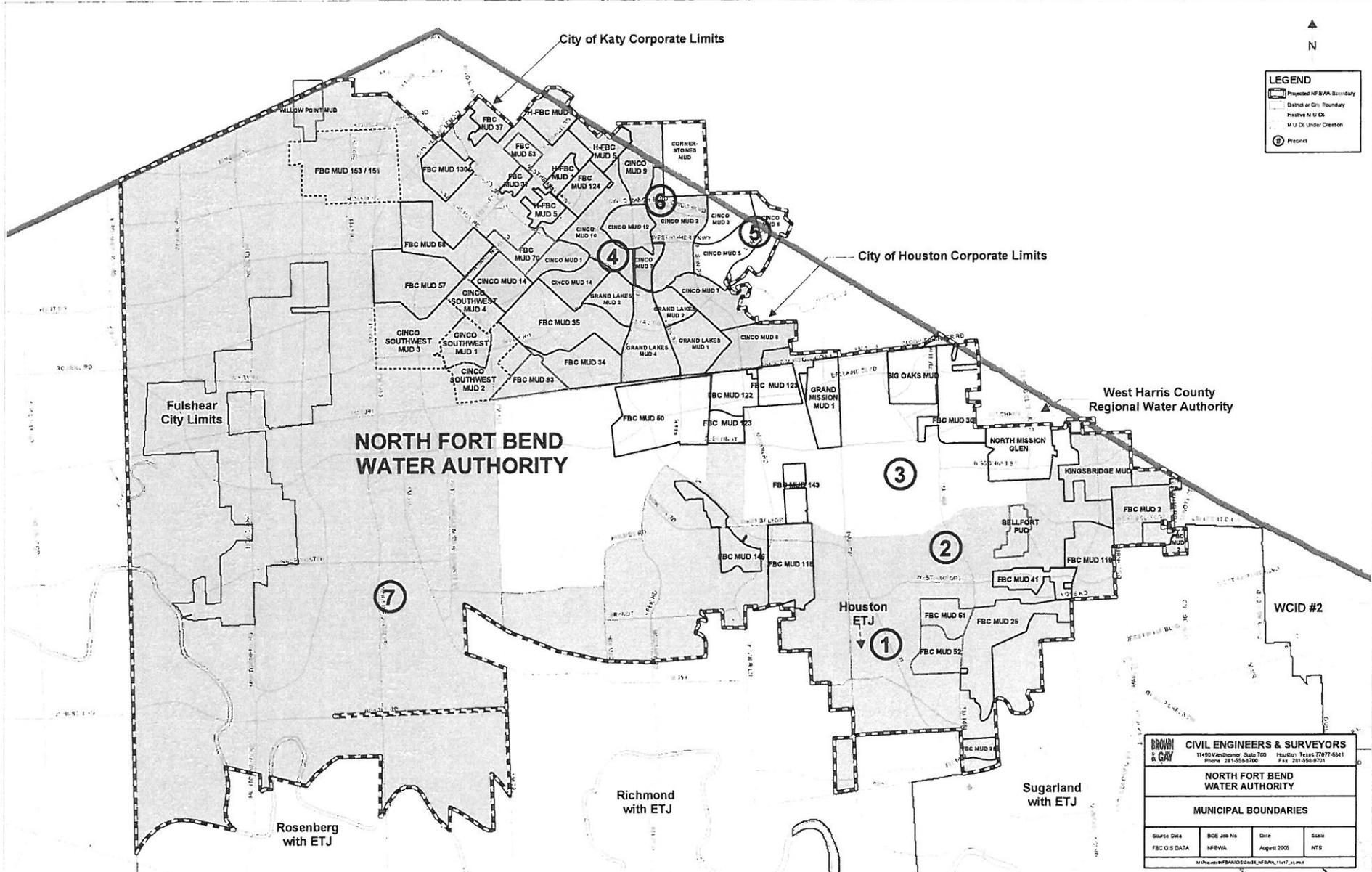
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Make check payable to:  
North Fort Bend Water Authority  
c/o AVANTA Services  
5635 Northwest Central Drive, Suite 104E  
Houston, TX 77092



**LEGEND**

- Projected NF BWA Boundary
- District or City Boundary
- Inactive M U Gs
- M U Gs Under Creation
- Present

**BROWN & GAY** CIVIL ENGINEERS & SURVEYORS  
 11450 Westheimer, Suite 700 Houston, Texas 77077-6541  
 Phone 281-558-8700 Fax 281-558-8701

**NORTH FORT BEND WATER AUTHORITY**

**MUNICIPAL BOUNDARIES**

Source Data	BCE Job No.	Date	Scale
FBC GIS DATA	118BWA	August 2005	1"=1'

M:\Projects\FB\BWA\GIS\118BWA\_1147\_1.dwg