



City Council Agenda Item Summary Report

Meeting Date: May 1, 2018

Submitted by: Candy McQuiston, Interim Director of Public Works

Consent

Public Hearing

Action Item x

Item Title: Discuss and consider a Resolution approving a Professional Services Agreement for Backflow Prevention / Cross-Connection Control Program with SC Tracking Solutions, LLC., and all related issues.

How this item ties-in with the City's Mission, Vision, and Values: The item will ensure that the City can continue to provide services to the Forney community and to provide a safe environment and quality growth.

Summary Statement

The proposed scope of services is to enter into a Professional Services Agreement with SC Tracking Solutions, LLC out of Rockwall, Texas to implement a solution to help monitor and review the City of Forney's existing backflow / cross-connection control program. This project will provide a comprehensive review to ensure that continued compliance with Texas Commission on Environmental Quality (TCEQ) are being implemented.

The Professional Services Agreement has been reviewed and approved by Legal.

Attachments

Exhibit A -- D20180425 SC Tracking Solutions Agreement Resolution

Exhibit B – References / Third Party Score Card

Exhibit C – Regional Backflow Report and Registration Fees by City

Staff recommends the approval of this services agreement for the above-referenced project.

**CITY OF FORNEY, TEXAS
RESOLUTION NO. 18-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS APPROVING AN AGREEMENT BETWEEN THE CITY OF FORNEY AND SC TRACKING SOLUTIONS, LLC; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Forney, Texas (the “City”) desires to execute an Agreement for tracking documentation solutions related to a backflow compliance program between the City and SC Tracking Solutions, LLC, as shown in Exhibit A, attached.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS:

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. That the attached Exhibit “A” Agreement Between City of Forney and SC Tracking Solutions, LLC is hereby approved, and the City Manager is authorized to enter into the Agreement.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Forney, Texas, this the ____ day of _____, 2018.

Rick Wilson, Mayor

ATTEST:

Dorothy Brooks, City Secretary

Exhibit A



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March 12, 2018

City of Forney
101 Main Street E.
Forney, TX 75126

Subject: City of Forney Scope of Service to Provide Professional Services for Backflow Prevention / Cross-Connection Control Program

To Whom it May Concern:

This letter of agreement confirms SC Tracking Solutions, LLC (SCTS) will provide a program review of the City of Forney’s existing backflow/cross-connection control program. SCTS has assisted many cities across the State of Texas with the review and development of federal and state legislative compliance programs including Backflow Prevention / Cross-Connection Control Programs. The project will provide a comprehensive review to ensure that continued compliance with the Texas Commission on Environmental Quality (TCEQ) and that industry Best Management Practices (BMP) are being implemented. The review information will be utilized for the development of an internal comprehensive Backflow Prevention Cross-Connection Control Program ordinance and to complete a Survey/CSI on existing properties.

SCOPE OF WORK

The scope of services to be performed by SCTS under this letter agreement is described in Exhibit A. These costs include labor, travel, and other direct costs associated with this assignment. A description of each task, along with labor hours and inspection rates, is provided for your review.

All work will be performed in accordance with SCTS's attached, **Standard Terms and Conditions**. To accept this proposal, please sign and date two copies and return one copy to SCTS within 10 days.

The work defined herein shall begin after SCTS receives the signed copy of this letter agreement. Project completion is 90 days from the authorization to proceed, barring no unforeseen complications regarding staffing interviews and record availability for review.

Please review the enclosed scope and fee, and feel free to contact me with any questions or comments at 214-923-5567 or via email at tonys@sctrackingsolutions.com.



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We look forward to the opportunity to perform the work for you.

Sincerely yours,

Tony Santoro

Tony Santoro
Operations Specialist
(214)923-5567

EXHIBIT A

SCOPE OF WORK

The purpose of this scope of services is for the City of Forney to allow SC Tracking Solutions, LLC(SCTS) to complete a Survey/CSI and the development of a comprehensive Backflow Prevention Cross-Connection Control Program ordinance to ensure continued TCEQ compliance.

BACKGROUND

Texas has promulgated regulations that mandate that all public water suppliers have a program to require backflow prevention devices be installed to protect against contamination of public water supplies. Effective January 1, 1996, the Texas Commission on Environmental Quality (TCEQ) required that all public water systems comply with Texas Administrative Code, Title 30, Chapter 290, which states as follows:

§290.44(h) Backflow, siphonage.

§290.44(h)(1) No water connection from any public drinking water supply system shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination.

§290.44(h)(1)(A) At any residence or establishment where an actual or potential contamination hazard exists, additional protection shall be required at the meter in the form of an air gap or backflow prevention assembly. The type of backflow prevention assembly required shall be determined by the specific potential hazard identified in §290.47(i) of this title (relating to Appendices).

§290.44(h)(1)(B) At any residence or establishment where an actual or potential contamination hazard exists and an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

§290.44(h)(1)(B)(i) An adequate internal cross-connection control program shall include an annual inspection and testing by a certified backflow prevention assembly tester on all backflow prevention assemblies used for health hazard protection.

§290.44(h)(1)(B)(ii) Copies of all such inspection and test reports must be obtained and kept on file by the water purveyor.

§290.44(h)(1)(B)(iii) It will be the responsibility of the water purveyor to ensure that these requirements are met.

§290.44(h)(2) No water connection from any public drinking water supply system shall be connected to any condensing, cooling, or industrial process or any other system of nonpotable usage over which the public water supply system officials do not have sanitary



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control, unless the said connection is made in accordance with the requirements of paragraph (1) of this subsection. Water from such systems cannot be returned to the potable water supply.

§290.44(h)(3) Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

§290.44(h)(4)(A) Recognized backflow prevention assembly testers shall have completed an executive director approved course on cross-connection control and backflow prevention assembly testing, pass an examination administered by the executive director, and hold a current license as a backflow prevention assembly tester.

§290.44(h)(4)(A)(i) Backflow prevention assembly testers are qualified to test and repair assemblies on any domestic, commercial, industrial, or irrigation service.

TCEQ requires that the inspection report findings be kept on file by the water provider for 3 years as described below:

§290.46(f)(3)(B) The following records shall be retained for at least three years:

§290.46(f)(3)(B)(i) copies of notices of violation and any resulting corrective actions. The records of the actions taken to correct violations of primary drinking water regulations must be retained for at least three years after the last action taken with respect to the particular violation involved;

§290.46(f)(3)(B)(v) the records of backflow prevention device programs.

§290.46(j) Customer service inspections

§290.46(j) Customer service inspections. A customer service inspection certificate shall be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities. Any customer service inspection certificate form which varies from the format found in §290.47(d) of this title must be approved by the executive director prior to being placed in use.

§290.46(j)(4) A customer service inspection is an examination of the private water distribution facilities for the purpose of providing or denying water service. This inspection is limited to the identification and prevention of cross-connections, potential contaminant hazards, and illegal lead materials. The customer service inspector has no authority or obligation beyond the scope of the commission's regulations. A customer service inspection



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is not a plumbing inspection as defined and regulated by the TSBPE. A customer service inspector is not permitted to perform plumbing inspections. State statutes and TSBPE adopted rules require that TSBPE licensed plumbing inspectors perform plumbing inspections of all new plumbing and alterations or additions to existing plumbing within the municipal limits of all cities, towns, and villages which have passed an ordinance adopting one of the plumbing codes recognized by TSBPE. Such entities may stipulate that the customer service inspection be performed by the plumbing inspector as a part of the more comprehensive plumbing inspection. Where such entities permit customer service inspectors to perform customer service inspections, the customer service inspector shall report any violations immediately to the local entity's plumbing inspection department.

§290.46(j) (2) As potential contaminant hazards are discovered, they shall be promptly eliminated to prevent possible contamination of the water supplied by the public water system. The existence of a health hazard, as identified in §290.47(i) of this title, shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the health hazard no longer exists, or until the health hazard has been isolated from the public water system in accordance with §290.44(h) of this title (relating to Water Distribution).

§290.46(j)(3) These customer service inspection requirements are not considered acceptable substitutes for and shall not apply to the sanitary control requirements stated in §290.102(a)(5) of this title (relating to General Applicability).

TCEQ requires that the inspection report findings be kept on file by the water provider for 10 years as described below:

§290.46(f) (3) (E) The following records shall be retained for at least ten years

§290.46(f) (3) (E) (iv) copies of the Customer Service Inspection reports required by subsection (j) of this section;

The TCEQ began full enforcement of these regulations and evaluates public water systems for compliance through its annual public water system inspection program. All systems found **without a program or with an inadequate program** may risk potential enforcement action in the form of fines each day from the TCEQ until an approved program is in place.



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EXHIBIT B
RATE SCHEDULE
CROSS-CONNECTION CONTROL PROGRAM SOP DEVELOPMENT

COMPENSATION

Project	Labor Rate*
Survey (Cataloging Current Field Data)	\$90 per hour
Full CSI, lead test and Catalog Field Data	\$135 per hour
Ordinance Development	TBD

*These costs include all labor, per diem, materials, and other cost associated with this assignment.

EXHIBIT C

STANDARD TERMS AND CONDITIONS

I. SCOPE

SC Tracking Solutions, LLC(SCTS) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of SCTS shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services Article I in accordance with the compensation provisions in the proposal. Payment to SCTS will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and SCTS Contractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, SCTS's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

STANDARD OF CARE. SCTS is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. SCTS does not expressly or impliedly warrant or guarantee its services.

RELIANCE UPON INFORMATION PROVIDED BY OTHERS. If SCTS's performance of services hereunder requires SCTS to rely on information provided by other parties (excepting SCTS's Contractors), SCTS shall not independently verify the validity, completeness or accuracy of such

information unless otherwise expressly engaged to do so in writing by Client.

IV. INDEMNIFICATION INDEMNIFICATION

SCTS agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of SCTS, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall SCTS be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. INSURANCE

SCTS shall maintain during the life of the Agreement the following minimum insurance:

1. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Professional liability** insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

SCTS shall be entitled, to the extent determined to be appropriate by SCTS, to subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, SCTS may, at its discretion and upon notice to Client, assign all of its contractual rights

SC Tracking Solutions, LLC

Standard Terms and Conditions (cont.)

and obligations with respect to such activities or services to a registered engineering affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which SCTS renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, SCTS may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and SCTS as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Texas. Jurisdiction of litigation arising from the Agreement shall be in the State District courts of Kaufman County.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

SCTS shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of SCTS. SCTS will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by SCTS hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on SCTS's performance of its services hereunder.

XIII. WORK PRODUCT

SCTS and Client recognize that SCTS's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall, to the extent allowed by law, hold harmless and indemnify SCTS against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse. All TCEQ Customer Service Inspections (CSI's) will be conducted by licensed inspectors and copies of current inspector licenses will be provided upon request by client.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to SCTS, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. SCTS shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then SCTS shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By SCTS.** By written notice to Client, SCTS may suspend the Work if SCTS reasonably determines that working conditions at the Site (outside SCTS's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by SCTS that are interfering with the normal progress of the Work. SCTS's suspension of Work hereunder shall be without prejudice to any other remedy of SCTS at law or equity.

SC Tracking Solutions, LLC
Standard Terms and Conditions (cont.)

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to SCTS, or (b) for cause, if SCTS materially breaches this Agreement through no fault of Client and SCTS neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to SCTS.
2. **By SCTS** (a) for cause, if Client materially breaches this Agreement through no fault of SCTS and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after SCTS has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or SCTS in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, SCTS shall perform such additional work as is reasonably necessary for the orderly closing of the Work. SCTS shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the SCTS Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.



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SC Tracking Solutions, LLC – Scope of Work

A. Data Transfer Process

All existing addresses and data on City file are entered into the software, as well as the entire description of the data type is entered into the tool. Contact Information, to include all specific information on the person or persons responsible to have the assembly/s tested annually, physical and mailing address. GPS address validation is confirmed for accuracy, zip code and phone number. Based on the last test date the data is then assigned a next due date. The process of mailing the first notice proceeds from this point. All brand-new addresses and application specific data follow a similar path flowing from the building/development or permitting department prior to going into service. Data is delivered via email report within a PDF format to all designated city contacts.

B. Mailing

Backflow approved annual notice are mailed 35/15 days prior to the annual due date of an assembly. SC Tracking Solutions will mail the city approved notification to the responsible party with instructions to have their chosen Inspector/Tester/Hauler/Provider register a profile at sctrackingsolutions.com. FOG Generators are mailed an approved Courtesy education notice each January. CSI does not have a notification. OSSF home owners are mailed approved Enforcement Action notice 30 days of contract expiration.

Returned Mail has two options: (A) SC Tracking Solutions return envelope is used for mailing at our cost. All returned mail comes directly to our PO Box, logged, time stamped and noted in the data base. Customer Service will then email the returned address correspondence to the city representative for new or correct mailing address. (B) Provided Envelopes have the City return address envelope and logo. Upon receiving the returned mail, city representative will email corrected address over for update within the system. Re mailing will then occur to the proper address, not within the current mailing cycle but the one proceeding to allow for a full enforcement timeline. This will happen with both A or B.

C. Inspector/Tester/Hauler/Provider Reporting

All state questions and identifiers are required fields. The Inspector/Tester/Hauler/Provider will be allowed to create their own log in and password. Once vetted and logged on the Inspector/Tester/Hauler/Provider will enter the catalog number. This will bring up the data and info to be entered, as well as the format specific to the report specific matrix, as outlined on the state standard form. The Inspector/Tester/Hauler/Provider will enter the results of the test, pass or fail, remarks, repairs, and check out. The SCTS system knows the passing and failing values of every report type. Inspector/Tester/Hauler/Provider who do not have a current company license and employment record to test fire line backflow will be restricted from doing so. Should the assembly fail, the Inspector/Tester/Hauler/Provider will be asked to enter the repairs completed, then the retest results. If a report fails it will go to the non-compliance report for the City to follow up on. This will happen concurrently throughout the year until all reporting is completed. The City has full access to all documents at all times day or night, 24/365.

Citizens have free access to the history of the test, through open records on the site, day or night or as restricted by city policy. Restrictions can be put in place to abide by city protocol. City representatives are redirected to a private city site to view, print, log Inspector/Tester/Hauler/Provider and address notes as well as to view all reporting features and reports.

D. Location and storage of inspection reports; primary and *secondary* data

The City is the primary storage holder of every report and can pull any report, notice or non-compliance report at any time from the SCTS site. SC Tracking Solutions catalogs monthly non-compliance reports for City use and Inspector/Tester/Hauler/Provider documents (example...calibration sheet, driver license, BPAT license, fire sprinkler license, confined space certification, MP license, Hauler Permit, Disposal License, CSI License, etc.) Features of the storage area are listed below:

- Our primary location is an undisclosed facility in Frisco, Texas, with an off-site secondary location plus a global data center.
- Currently we utilize HP ProLiant dl360 dual Xeon, 32 gb memory, 1TB of Raid-5 storage, replicated to 2tb NAS.
- Global center will utilize Intels Xeon E3-1270 v6, 4 Cores (HT) x 3.8 Ghz. 32 gb DDR5 ECC memory, 2,000 gb Data storage,
- A data center providing multiple redundant connections to the internet, we can guarantee up-time in the five nines.
- We use 256 bit encryption for transaction data plus unique user single-authentication processes
- The application is web-based and does not need and additional components at this time.
- The application is IE 10+, FireFox, and Chrome compatible.
- Email and phone support
- 8 to 5 Monday thru Friday, Central Standard Time located in the DFW Metroplex.
- The City of Frisco own the data, SC Tracking Solutions own the software and service. Per the contract should the two parties discontinue service all data will be returned to the City via CSV file or means suitable.
- All support is provided through our customer service department and your assigned account executive.
- If an issue arises that a customer service representative deems technical, the representative will forward the ticket to the IT department.
- Users are currently redirected to a 3rd party credit card processing company. Credit card numbers nor the information provided for billing is stored or viewable by any SC Tracking personnel.

Site Restrictions:

- All Inspector/Tester/Hauler/Provider will have password protected logins
- The site uses SSL protection through the host of the site

E. Inspector/Tester/Hauler/Provider Validation

One account, one Inspector/Tester/Hauler/Provider, one password per the rules of TCEQ, allows for full accountability of each Inspector/Tester/Hauler/Provider. Inspector/Tester/Hauler/Provider will be required to set up a password protected account at www.sctrackingsolutions.com. At which time they will also turn in by fax, email, scan, mail or upload all required documentation/credentials as determined by state law and City ordinance. SC Tracking Solutions will cross check all registrations, required professional license and documentation with TCEQ and the State Fire Marshal's database as well as verify all credentials prior to issuing the Inspector/Tester/Hauler/Provider temporary password. Once a temporary password is issued the Inspector/Tester/Hauler/Provider will log in to the site and change the temporary password to a permanent password of their choosing. The SCTS software has restrictions that keep the

Inspector/Tester/Hauler/Provider from entering data unless all credentials remain current. They will be notified via their profile page to forward any expiring documentation to SCTS for verification and reactivation. All Inspector/Tester/Hauler/Provider have access to their personnel profile for updating and uploading any new data that may have changed.

F. Inspector/Tester/Hauler/Provider Report Fees

- \$11.95 plus sales tax (Standard Rate), Backflow/FOG and CSI Option B per report (Added City Fees Reimbursed Quarterly with Itemized Form).
- CSI Option B reporting, done by City representatives, annual charge of \$995 for unlimited use.
- CSI Option A reporting, done by sub-contractors, annual charge of \$0 for unlimited use.
- Paid by the Inspector/Inspector/Tester/Hauler/Provider /Hauler/Provider at time upon check out
- All mailing fees paid by SC Tracking Solutions
- All credit card processing fees paid by SC Tracking Solutions
- Additional Fees apply if City applies additional fees to Standard Rate. (50 cent increase for each \$5 increment over standard rate) (Example: \$25 fee would incur a \$1 SCTS fee, added to the standard rate, since there is (2) full \$5 increments over the standard rate) **This covers the additional credit card fees associated with a higher combined rate.

G. City Representative Report/Support Management

- Private Access to Live, Real time reporting system 24/365
- Printable reports in compatible, functional outlines
- Accessibility to all phone, mailing, Inspector/Tester/Hauler/Provider and email logs
- Customized reporting
- SCTS assigned Account Manager for daily support
- Audit, Non-Compliance and 5year history reports (5 yr. report disallows date creeping)
- Search by multiple configurations
- Live Support Customer Service Agents 8am-5pm Monday-Friday Central time

H. Quality Control (Data integrity) Multi-layer Quality Control for Data Accuracy

- Daily Report Management and Remarks Update using system restrictions
- Weekly Report Management for Date Integrity
- Monthly Review of all Data



SC TRACKING SOLUTIONS

THIS AGREEMENT is effective on April 1, 2018 between the City of Forney, Texas (City) and **SC Tracking Solutions, LLC** (“SC Tracking Solutions”) for the *City* to access SC Tracking Solutions.com and all services of the SC Tracking Solutions (the “Services”) for-

BACKFLOW (CROSS CONNECTION), CUSTOMER SERVICE INSPECTION, FOG PROGRAM

Terms of Service for SC Tracking Solutions

By using the Services, City is agreeing to be bound by the following terms and conditions (“Terms of Service”).

Account Terms

1. City representatives are permitted access to the Services. Each representative will be required to set up a unique user name and password.
2. City is responsible for maintaining the security of City account passwords. SC Tracking Solutions cannot and will not be liable for any loss or damage from City failure to comply with this security obligation.
3. City agrees to forward all testers, inspectors, technicians, owners, landlords, property managers and any related inspections, including new construction and existing commercial or residential occupancies, to sctrackingsolutions.com.
4. City agrees that SC Tracking Solutions is not an enforcement agency and at no time will be asked to enforce local or state laws or codes.
5. Designated City enforcement personnel will make every attempt to follow up on and enforce inspections that are overdue within a reasonable amount of time.
6. City may not use the Service for any illegal or unauthorized purpose. City must not, in the use of the Service, violate any laws in its jurisdiction (including but not limited to copyright laws).
7. SC Tracking Solutions will store all information and data at a secure location at the address Frisco, TX. The IT Department for the City may review the data security policies for SC Tracking Solutions to ensure that they meet applicable standards for data security.
8. SC Tracking Solutions acknowledges that the City is a governmental entity subject to public information laws of the State of Texas as codified in chapter 552 of the Texas Governmental Code. SC Tracking Solutions understands that, by maintaining City data, SC Tracking Solutions may be subject to the public information laws of Texas. SC Tracking Solutions agrees to fully cooperate with the City in regards to the City fulfilling its obligations under the public information laws of the state.
9. If City chooses for SC Tracking Solutions to complete a secondary survey, City acknowledges there is a separate fee from the mentioned fees below.

Term of Service Payment, Refunds, Upgrading and Downgrading Terms

1. Payment Term of Service-
 - City will be charged \$0 total for unlimited use of the Backflow, CSI (option A), and FOG applications.
 - The one-time fee of \$15,000 will be *waived* for initial conversion of paper to electronic data entry.
2. The annual partnership fee of \$0 for the unlimited use of the Backflow, CSI (option A), and FOG application will not change for the life of the partnership as long as the contract is renewed annually without interruption and the *City* is not in breach of contract terms.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and City shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
4. SC Tracking Solutions has the right to collect all taxes, levies, or duties imposed by taxing authorities as a data processor.
5. City will be given a 60-day notice prior to the final term date of the contract.

Cancellation and Termination

1. If City elects to discontinue the use of SC Tracking Solutions service, written notice must be provided to SC Tracking Solutions at least 30 days prior to cancellation. Additionally, and upon termination all City content will be immediately returned to City.
2. Upon termination of the contract, SC Tracking Solutions will submit all data collected resulting from any services in City. Such data will be submitted in a retrievable format such as a CSV file.



SC TRACKING SOLUTIONS

Modifications to the Service and Prices

Prices of all Services, except for the annual subscription plan fees to the Service with any fees directly bill to City, are subject to change upon 30 days' notice from SC Tracking Solutions.

Copyright and Content Ownership

1. SC Tracking Solutions claims no intellectual property rights over the material City or any users provide to the Service. City retains access rights to any information provided to SC Tracking Solutions by third parties who are using the Service to comply with any state or local requirement. SC Tracking Solutions will allow City access to site to view any data submitted. Such data shall be made available to City in easily accessible format.
2. SC Tracking Solutions will retain information submitted to them until the City Secretary, in implementing the City records retention policy, determines that such information can be disposed.
3. The City authorizes SC Tracking Solutions use of the City logo on all forms, letters, notices, reports, computer portals or other Services related item. All forms, documents, computer portals or reports subject to the use of the City logo by SC Tracking Solutions must be reviewed and authorized by designated City personnel prior to publication.

General Conditions

1. SC Tracking Solutions agrees that the Services shall be fully functional at least ninety-eight percent (98%) of the time in any given calendar month. SC Tracking Solutions further agrees, to the extent practicable, to schedule any site maintenance between the hours of 1:00am and 5:00 am.
2. Technical support is provided to paying account holders and is available via email or phone.
3. City agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use the Service, or access to the Service without the express written permission by SC Tracking Solutions.
4. SC Tracking Solutions may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any parties' intellectual property of these Terms of Service. The City will be notified of the content in a reasonable amount of time so that it may take appropriate action.
5. SC Tracking Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the results that may be obtained from the use of the service will be accurate or reliable, and (iii) the quality of any products, services, information, or other material purchased or obtained by the City through the service will meet City expectations.
6. The failure of either parties to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between City and SC Tracking Solutions, and govern City's use of the Service, superseding any prior agreements between City and SC Tracking Solutions (including, but not limited to, any prior versions of the Terms of Service).
7. Either party shall be excused from and not be liable for its failure to perform the Agreement to the extent due to causes beyond a party's control and without that party's fault or negligence, including but not limited to acts of God, war, terrorist attack, epidemic, government order or regulation, disaster, strike, civil disorder, or commercially impracticable to provide the facilities, travel to the Event, or hold the event. The Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to another.
8. Questions about the Terms of Service should be sent to CS@SCTrackingSolutions.com.

Assignment

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld.

Miscellaneous

1. The section headings of this Agreement are included for purposes of convenience only and will not affect the construction of interpretation of any provision.



SC TRACKING SOLUTIONS

2. The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Services.
3. This agreement will be binding upon and will inure to the benefits of the parties and their successors and assigns.
4. This agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the State of Texas, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in the courts having jurisdiction in Kaufman County, Texas.

Notice

Any notice required or given pursuant of this agreement shall be made to the following:

SC Tracking Solutions

SC Tracking Solutions, LLC
Attn: Tony Santoro (tonys@sctrackingsolutions.com)
P.O. Box 323
Rockwall, TX 75087
1-866-232-0174

City

City of Forney, Texas
Attn: City Manager
Address: P.O. Box 826
Forney, Texas 75126
Phone: (972) 564-7300

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SC Tracking Solutions

Tony Santoro, Authorized SC Tracking Solutions.com Representative Signature

Date

City of Forney, Texas

Wendle Medford, Interim City Manager

Date

EXHIBIT B: REFERENCES

VENDOR NAME: SC Tracking Solutions, LLC

ADDRESS: P.O. Box 323

CITY: Rockwall **STATE** Texas **ZIP** 75087

CONTACT NAME: Tony Santoro **PHONE** 214-923-5567 **EMAIL:** tonys@sctrackingsolutions.com

REFERENCES
REFERENCE 1
Company Name: Town of Little Elm
Contact Name: Kevin Mattingly, Public Works Director
Address: 1600 Mark Tree Lane
City: State: Zip code: Little Elm, Texas 75089
Phone Number: Email: 972-377-5565 / kmattingly@littleelm.org
Years doing business with company and Capacity: 5 years Backflow 1 years Customer Service Inspection
REFERENCE 2
Company Name: City of Celina
Contact Name: Cruz Hernandez, Chief Building Official
Address: 142 N. Ohio Street
City: State: Zip code: Celina, TX 75009
Phone Number: Email: 972-382-2682 / chernandez@celina-tx.org
Years doing business with company and Capacity: 1 month / January 2018 Backflow and CSI
REFERENCE 3
Company Name: Mustang Special Utility District
Contact Name: Alyssa Bennett / Accounts Coordinator
Address: 7985 FM 2931
City: State: Zip code: Aubrey, TX 76227
Phone Number: Email: 940-440-9561 / abennett@mustangwater.com
Years doing business with company and Capacity: 2 month December 2017 Backflow and CSI
REFERENCE 4
Company Name: City of Melissa
Contact Name: Jeff Cartwright / Public Works Director
Address: 3711 Barker Avenue
City: State: Zip code: Melissa, TX 75454
Phone Number: Email: 214-544-9445 / jcartwright@cityofmelissa.com
Years doing business with company and Capacity: 4, Backflow July 2014 / CSI. Pending
REFERENCE 5
Company Name: City of Desoto
Contact Name: Mark Hardin
Address: 211 E. Pleasant Run Road
City: State: Zip code: Desoto, Texas 75115
Phone Number: Email: 972-230-9621 / mhardin@desototexas.gov
Years doing business with company and Capacity: 5, Reference Start Date 2013 Backflow

More North Dallas Ref. Upon Request: Murphy, Van Alstyne, Fairview, Coppell, Roanoke, Northlake, Keller, Trophy Club

Cross Connection Prevention BPAT & CSI's Third Party Record Retention Rankings

Company Name	<u>BSI Online</u>	<u>VEPO</u>	<u>SC Tracking</u>
Local Support +10	0	0	10
Vendors' Annual Fee - Score 1-10 (Scale = \$0.00 = 10; highest price = 0)	0	10	10
Record Retention for Devices. +10	10	10	10
Record Retention for CSI's. + 10	0	10	10
Vendor Fee per device. Scale 1-10	7	8	10
Vendor's Fee per CSI record. Scale 1-10 (Scale \$0.00= 10 & highest price or N/A = 0)	0	9	7
TCEQ Approval for BPAT +10	10	10	10
TCEQ Approval for CSI +10	0	10	10
Data Transfer Process +10	10	10	10
Approved Cross-Connection Survey Form +5	0	5	5
Ability To Provided 3rd Party Survey +5	5	0	5
Training for Internal & External Users +5	5	5	5
Electronic Submission for Cross-Connection Survey Form +10	10	10	10

	<u>BSI Online</u>	<u>VEPO</u>	<u>SC Tracking</u>
Final Ranking Points for each Vendor	57	97	112
	<u>Fees related to services</u>		
Annual Fee for Town	\$495	\$0	0
Per Device Fee paid by Tester	\$12.95	\$12.50	\$11.95
Per CSI Fee paid by Inspector	N/A	Free for registered BPAT's/Annual 25.00 if a non BPAT Tester for the Town (Third Party)	Option A - City unlimited use \$900 Options B Sub-Contractors only \$11.95 per entry

BPAT Register Fee	\$0	\$25.00	0
CSI Registration Fee	Service not offered	\$25.00	0

Points based ranking:

	<u>BSI Online</u>	<u>VEPO</u>	<u>SC Tracking</u>
Local Support +10	0	0	10
Vendors' Annual Fee - Score 1-10 (Scale = \$0.00 = 10 highest price = 0)	0	10	10
Record Retention for Devices. +10	10	10	10
Record Retention for CSI's. + 10	0	10	10
Vendor Fee per device. Scale 1-10	7	8	10
Vendor's Fee per CSI record. Scale 1-10 (Scale \$0.00= 10 & highest price or N/A = 0)	0	9	7
TCEQ Approval for BPAT +10	10	10	10
TCEQ Approval for CSI +10	0	10	10
Data Transfer Process +10	10	10	10
Approved Cross-Connection Survey Form +5	0	5	5
Ability To Provided 3rd Party Survey +5	5	0	5
Training for Internal & External Users +5	5	5	5
Electronic Submission for Cross-Connection Survey Form +10	10	10	10
	57	97	112

Additional Information on each vendor

BSI Online only offers BPAT services, no CSI tracking currently.

VEPO offers both BPAT and CSI tracking services

SC Tracking offers BPAT, CSI, OSSF (Aerobic, On Site Sewer System), FOG (Fats, Oils and Grease) Grease and Sand and Grit Traps and Burglar Alarms - Security Systems

EXHIBIT C

Regional Backflow Report and Registration Fees by City:

<u>City</u>	<u>Annual Tester Registration Fee</u>	<u>Assembly Report Fee, per Report</u>
Forney	\$30	\$0
Plano, TX	\$100	\$35
Frisco, TX	\$100	\$25
Carrollton	\$75	\$47.95
Allen	\$50	\$50 Non-Fire / \$50 Fire
Little Elm	\$100	\$25
Garland	\$100 (3 Employees)	\$0
Flower Mound	\$100	\$50
Cedar Hill	\$100	\$25
Celina	\$100	\$25
Coppell	\$100	\$11.95
Desoto	\$50	\$11.95
The Colony	\$120	\$50
Greenville	\$0	\$25
Marshall	\$0	\$15
Tyler	\$0	\$11.95
Dallas	\$0 (6 Employees)	\$0