

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF SAN ANTONIO AND GREY FOREST UTILITIES
TO COORDINATE CAPITAL PROJECTS UNDER THE
2017-2022 BOND PROGRAM**

WHEREAS, the City of San Antonio (hereafter referred to as "COSA" or "City"), a home-rule city under the laws of the state of Texas, and Grey Forest Utilities (hereafter referred to as "GFU"), a privately-owned electric and gas utility corporation (collectively the "Parties"), have agreed to coordinate, where appropriate, COSA's public works projects and GFU's capital infrastructure projects under the City's 2012-17 Bond Program; and

WHEREAS, pursuant to Ordinance No. No. 2017-01-19-0011, the San Antonio City Council authorized a bond election for May 6, 2017, for voter approval of a \$850 million bond program to fund 180 projects designed to improve, enhance, construct and/or acquire existing and new local streets, bridges, sidewalks, drainage facilities, parks, libraries, museum and cultural arts facilities, public safety facilities and neighborhood improvements; and

WHEREAS, on May 6, 2017, the voters of San Antonio approved six bond propositions totaling \$850 million as follows: (1) Proposition 1 – funding of 64 projects, totaling \$445,263,000.00, for improvements in streets, bridges and sidewalks; (2) Proposition 2 – funding of 19 projects, totaling \$138,988,000.00, for drainage and flood control improvements; (3) Proposition 3 – funding of 79 projects, totaling \$187,313,000.00, for parks, recreation and open space improvements; (4) Proposition 4 – funding of 13 projects, totaling \$24,025,000.00, for library, museum and cultural arts improvements; (5) Proposition 5 – funding of 5 projects, totaling \$34,411,000.00, for public safety facilities improvements; (6) Proposition 6 – funding of numerous projects totaling \$20,000,000.00 for neighborhood improvements; and

WHEREAS, GFU has current and planned multi-year capital infrastructure projects, some of which may be jointly developed under the City's 2017-2022 Bond Program; and

WHEREAS, COSA and GFU agree to coordinate additional future projects where appropriate, and if for the benefit of both Parties; and

WHEREAS, COSA and GFU acknowledge the benefits of coordinating their respective public works projects, where appropriate, in order to reduce project costs, minimize closure of City streets and rights-of-way, reduce inconvenience to the public, and expedite project construction; and **NOW THEREFORE**, COSA and GFU mutually consent to enter into this memorandum of understanding ("MOU") on the 6th day of June, 2019 and agree as follows:

I. Terms of MOU

1. **Joint Projects.** COSA and GFU will designate joint projects prior to the selection of any contractors to work on said projects. GFU will designate whether the GFU design and/or construction portion of the joint projects will be jointly contracted or if they will be designed and/or constructed with GFU resources and coordinated with COSA. "Joint projects" are capital projects involving projects associated with the City's 2017-2022 Bond Program and a GFU current or planned infrastructure project.

2. **Lead Agency.** COSA shall be the lead contracting agency on joint projects.

3. **Selection Panel.** COSA will establish a panel to select engineers, architects, and other vendors that will be assigned to work on joint projects related to the City's 2012-17 Bond Program. GFU will be represented in the selection panel and will have final approval for engineers, architects, and other vendors working on the GFU portion of the joint project as well as the contract terms for those particular vendors.

4. **Review and Approval of Bond-Related Projects** GFU will be provided sufficient time and will review and approve engineering plans prior to the initiation of construction of GFU infrastructure involved in a joint project related to the City's 2017-2022 Bond Program.

5. **Inspection and Acceptance.** GFU will inspect the work in progress and upon GFU's determination that the work is satisfactory, will accept the completion of all such approved work for the construction of GFU infrastructure involved in all joint projects. In the event GFU deems work unsatisfactory, GFU will timely convey what element of the work it deems unsatisfactory and specifically state what it feels is necessary to bring the work to a satisfactory level.

6. **Internet-Based Project Management System.** COSA administers its design and construction management through an Internet-based management system. GFU and COSA agree to conduct communications that relate to processing project administrative functions through this media utilizing this database system where applicable. This may include correspondence, submittals, requests for information, vouchers, payment requests and processing, amendment, change orders and other administrative activities. GFU shall review and approve all undisputed payment applications and change orders related to GFU infrastructure through COSA's Internet-based project management system. Such approval (unless made in error) shall be evidence of GFU 's acceptance of the expenditure and work. GFU, upon GFU's Legal's approval, will sign a business level agreement for participation in COSA's Internet-based Project Management System . COSA shall administer the software and shall provide training and access to GFU identified project team members. However, any provisions contained herein notwithstanding, the parties acknowledge and understand that staff will continue to communicate through email and other forms of communication regarding the projects. These communications shall not be of any less relevance or importance than those that occur through the Internet-based Project Management System and shall be binding on the parties.

7. **Reimbursement of Cost.** Except for disputed amounts, GFU will reimburse COSA for the design and/or construction costs for GFU infrastructure involved in joint projects within 30 days of receipt and approval of an invoice from COSA. Invoices will be submitted periodically over the course of design and/or construction.

8. **Term.** This MOU shall remain in effect during the entire time period necessary to implement the 2017-2022 Bond Program unless and until it is superseded by another memorandum of understanding or city ordinance. This MOU time period may be extended by and amendment approved administratively by the Director of the Transportation & Capital Improvement Department.

9. **Notices.** All Notices to either party by other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

City City of San Antonio Transportation and Capital Improvements Department Attention: Christie Chapman, Assistant Director P.O. Box 839966 San Antonio, Texas 78283-3966	Grey Forest Utilities Grey Forest Utilities Attention: William J. English CEO 14570 Bandera Rd. Helotes, Texas 78023
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10. **Effective Date.** This MOU shall become effective on the date specified above and upon the signature of both Parties.

IN WITNESS WHEREOF, the Parties hereto agree to enter into this MOU for their mutual benefit

City of San Antonio

Grey Forest Utilities

By: Razi Hosseini

By: William J. English

Printed Name: Razi Hosseini

Printed Name: William J. English

Title: P.E., R.P.L.S.
Interim Director / City Engineer
Transportation and Capital Improvements

Title: CEO

Date: 6-6-2019

Date: 5/29/19