

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
MARCH 7, 2022



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, MARCH 7, 2022, IN THE COUNCIL CHAMBERS, CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

4. COUNCIL COMMENTS AND LIAISON REPORTS

A. Mayor Pro Tem Robert Griffon will present information regarding the Galveston County Consolidated Drainage District's Fiscal Year 2021 Audit Results.

5. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

6. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Planning & Zoning Commission Annual Report.
- B. Receive the Zoning Board of Adjustments Annual Report.

7. WORK SESSION TOPICS

- A. Receive and discuss an update from the Gulf Coast Protection District regarding the Gulf Coast Barrier Project.

8. APPENDIX C ZONING ORDINANCE AMENDMENTS REGARDING PUD AMENDMENTS

- A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.
- B. Consider the first reading of an ordinance amending Appendix C "Zoning," Section 7.J " PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

9. CITY MANAGER'S REPORT

- A. Present an update on EMS Billing.
- B. Present an update regarding the Friendswood Library receiving the Texas Municipal League's Achievement of Excellence in Libraries Award for 2021.

10. BUSINESS ITEM

- A. Consider awarding the Fiscal Year 2021-2022 Concrete Street Maintenance to Greenscape Six, LLC.
- B. Consider accepting the bid of GSD Companies for the sale of surplus water meters.

11. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider the second and final reading of an ordinance granting a franchise agreement to Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.
- B. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VI" and providing for supplemental appropriation and/or transfer of certain funds.

12. CONSENT AGENDA

- A. Consider a resolution in support of maintaining the 2018 Harris County Flood Control Bond Prioritization Framework as approved by the County's voters and the Harris County Commissioner's Court.
- B. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting

grant award.

- C. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to purchase Emergency Medical Response Equipment for first responders in the City's Fire and Emergency Medical Services Divisions and authorizing the representative to accept or affirm any resulting grant award.
- D. Consider a resolution authorizing a multi-year agreement for the Temporary Closure of State Right-of-Way with the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure of FM 518 between FM 2351 and Whispering Pines for the Annual Fourth of July Parade.
- E. Consider a resolution designating *The Galveston County Daily News* as the official newspaper of the City of Friendswood.
- F. Consider authorizing the final acceptance of the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" Project and the release of the associated one-year maintenance bond.
- G. Consider approving the purchase of a new ambulance chassis and the remount of an ambulance box thereon to replace Ambulance 48.
- H. Consider the reappointment of the City Manager to the Friendswood Volunteer Fire Department TESRS (Texas Emergency Services Retirement System) Local Board of Trustees.
- I. Consider accepting the January 2022 tax report.
- J. Consider approving the minutes of the City Council Special Meeting, held on February 9, 2022.

13. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).

I, LETICIA BRYSCH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, ON THIS TH 4TH DAY OF MARCH, 2022, AT 2:00 P.M.

A handwritten signature in black ink, appearing to read "Leticia Brysch", written in a cursive style.

LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 03/03/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Mayor Pro Tem Robert Griffon will present information regarding the Galveston County Consolidated Drainage District's Fiscal Year 2021 Audit Results.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Mayor Pro Tem Robert Griffon will present information regarding the Galveston County Consolidated Drainage District's Fiscal Year 2021 Audit Results.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Planning & Zoning Commission Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Planning and Zoning Commission's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 Detailed Summary of P&Z Actions
2. PZ Activity Report 2021

2021 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/14/2021	Final Plat	Friends Heights	Approved	1/14/2022	n/a
1/14/2021	Recommendation	Amendments to App C, Zoning Ordinance Section 7.B. MFR-L, 7.C. MFR-M, and 7.D. MFR-H and to amend PUT to allow less dense residential uses in higher dense residential districts	Positive Recommendation	n/a	PZ PH 1-14-2021 CC PH & 1st Reading 2-1-2021 2nd Reading 3-3-2021 Ordinance 2021--04
1/14/2021	Recommendation	Amendments to App C, Zoning Ordinance Section 7.Q.2. to amend sub note F to allow lots in existence less than 90' to continue with original setbacks	Positive Recommendation	n/a	PZ PH 1-14-2021 CC PH & 1st Reading 2-1-2021 2nd Reading 3-1-2021 Ordinance 2021-05
1/28/2021	Commercial Site Plan	108 N Friendswood Dr - GC Orthodontist	Approved	1/28/2022	n/a
1/28/2021	Commercial Site Plan	501 S Friendswood Dr - Friendship Center	Tabled	n/a	n/a
1/28/2021	Recommendation	Annual Review of Permitted Use Table	No Action	n/a	n/a
2/11/2021	Commercial Site Plan	501 S Friendswood Dr - Friendship Center	Approved	2/11/2022	n/a
2/11/2021	Final Plat	Avalon at Friendswood Section 1	Approved	2/11/2022	n/a
3/11/2021	Recommendation	Panhandle PUD	Tabled	n/a	n/a
3/11/2021	Commercial Site Plan	Friendswood Shopping Center - 106 Whispering Pines Ave	Tabled	n/a	n/a
3/11/2021	Recommendation	Panhandle PUD		n/a	PZ PH 3-11-2021 Tabled PZ Rec 3-25-2021 CC PH & 1st Reading 4-5-2021 Withdrawn 5-27-2021
3/11/2021	Commercial Site Plan	Friendswood Shopping Center - 106 Whispering Pines Ave	Tabled	n/a	n/a
3/25/2021	Preliminary Plat	Georgetown Section 1	Approved	9/25/2021	n/a
3/25/2021	Preliminary Plat	Georgetown Blvd Phase 2	Approved	9/25/2021	n/a
3/25/2021	Preliminary Plat	Georgetown Detention Basin Phase 1	Approved	9/25/2021	n/a
4/8/2021	Replat	Annalea Kingspark Section B and Whitehall Sec B, Reserve B	Approved	4/8/2022	n/a
4/22/2021	Short Form Final Plat	The Golden	Approved	4/8/2022	n/a
5/27/2021	Preliminary Plat	Avalon at Friendswood Section 1 V.2	Approved	11/27/2021	n/a

2021 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
6/10/2021	Recommendation	Tannos PUD - 1715 & 1771 S. Friendswood Dr	Negative Recommendation	n/a	PZ PH 6-10-2021 CC PH & 1st Reading 7-12-21 2nd Reading 8-2-2021 Ordinance 2021-18
6/24/2021	Final Plat	Avalon at Friendswood Section 1 V.2	Approved	6/24/2022	n/a
7/22/2021	Final Plat	Pfeiffer Estate	Approved	7/22/2022	n/a
7/22/2021	Recommendation	Amendments to Appendix C, Zoning Ord., Section 7.Q.2. "Regulation Matrix - Commercial and Residential" in order to clarify reference notes and Section 7.Q.3. "Area and Height Exceptions" to add an exception for building height	Positive Recommendation	n/a	PZ PH 7-22-2021 CC PH & 1st Reading 8-2-2021 2nd Reading 9-13-2021 Ordinance 2021-20
8/12/2021	Replat	Forest Creek Reserve A5	Approved	8/12/2022	n/a
8/12/2021	Replat	Industry Park Friendswood Reserve I	Approved	8/12/2022	n/a
8/12/2021	Replat	Friendswood ISD High School Campus	Conditionally Approved	n/a	n/a
8/12/2021	Preliminary Plat	Industry Park Friendswood Phase II	Tabled	n/a	n/a
8/12/2021	Recommendation	Amendments to Appendix C, Zoning Ord, Section 7.P.6. Permitted Use Table, Section 8.I.2. Perimeter landscaping and screening, Section 8.J.c. Lighting and glare, and Section 7.5. Community Overlay District	Positive Recommendation	n/a	PZ PH 8-12-2021 CC PH & 1st Reading 9-13-21 2nd Reading 10-4-2021 Ordinance 2021-28
8/12/2021	Recommendation	Amendments to Appendix C, Zoning Ord, Section 8.I.f. Preserving trees	Positive Recommendation	n/a	PZ PH 8-12-2021 CC PH & 1st Reading 9-13-21 2nd Reading 10-4-2021 3rd Reading 11-1-2021 Ordinance 2021-29
8/12/2021	Recommendation	Zone classification change for 3.65 acres in Industry Park Phase II from Community Shopping Center (CSC) to Industrial (I)	Positive Recommendation	n/a	PZ PH 8-12-2021 CC PH & 1st Reading 9-13-21 2nd Reading 10-4-2021 Ordinance 2021-24
8/12/2021	Recommendation	Zone classification change for Avalon at Friendswood to include 26.921 acres of land (unassigned zoning annexed from League City) to Planned Unit Development (PUD)	Positive Recommendation	n/a	PZ PH 8-12-2021 CC PH & 1st Reading 9-13-21 2nd Reading 10-4-2021 Ordinance 2021-26

2021 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
8/26/2021	Recommendation	Zone classification change for 2601 W Parkwood Ave, Fire Station No 2, from SFR to CSC	Positive Recommendation	n/a	PZ PH 8-26-2021 CC PH &1st Reading 9-13-2021 2nd Reading 10-4-2021 Ordinance 2021-25
8/26/2021	Recommendation	Zone classification change for Friendswood ISD High School Campus from SFR/SUP to a revised SUP	Positive Recommendation	n/a	PZ PH 8-26-2021 CC PH &1st Reading 9-13-2021 2nd Reading 10-4-2021 Ordinance 2021-27
8/26/2021	Recommendation	Planning and Zoning Commission Rules of Procedure	Positive Recommendation	n/a	PZ PH 8-26-2021 CC PH &1st Reading 9-13-2021 Resolution R2021-18
9/9/2021	Preliminary Plat	Industry Park Friendswood Phase II	Denied	n/a	n/a
10/14/2021	Recommendation	Zone classification change for Cline Elementary School to be located at 1550 West Blvd from PUD to PUD/SUP	Positive Recommendation	n/a	PZ PH 10-14-2021 CC PH &1st Reading 11-1-2021 2nd Reading 12-6-2021 Ordinance 2021-32
10/14/2021	Preliminary Plat Extension	Georgetown Section 1	Approved	6/14/2022	n/a
10/14/2021	Preliminary Plat Extension	Georgetown Boulevard Phase II	Approved	6/14/2022	n/a
10/14/2021	Preliminary Plat Extension	Georgetown Detention Basin Phase I	Approved	6/14/2022	n/a
10/14/2021	Preliminary Plat	Industry Park Friendswood Phase II	Approved	6/14/2022	n/a
10/14/2021	Replat	Friendswood ISD High School Campus	Approved	10/14/2022	n/a
10/14/2021	Commercial Site Plan	Dude Stop Gasoline Station - 600 N Friendswood Dr	Approved	10/14/2022	n/a
10/14/2021	Recommendation	Zone classification change for Banfield Office Park (161 W Shadowbend) from PUD/SUP to DD	Positive Recommendation	n/a	PZ PH 10-14-2021 CC PH &1st Reading 11-1-2021 2nd Reading 12-6-2021 Ordinance 2021-35

2021 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
10/14/2021	Recommendation	Zone classification change for One Sixty One Hotel (161 W Shadowbend area) from DD to DD/SUP	Positive Recommendation	n/a	PZ PH 10-14-2021 CC PH &1st Reading 11-1-2021 2nd Reading 12-6-2021 Ordinance 2021-36
10/14/2021	Recommendation	Appendix B, Subdivision Ordinance Rewrite	Positive Recommendation	n/a	PZ PH 10-14-2021 CC PH &1st Reading 11-1-2021 2nd Reading 12-6-2021 Ordinance 2021-33
10/14/2021	Recommendation	Amendments to the Future Land Use Map	Positive Recommendation	n/a	PZ PH 10-14-2021 CC PH &1st Reading 11-1-2021 2nd Reading 12-6-2021 Ordinance 2021-34
10/28/2021	Preliminary Plat	Avalon at Friendswood Section 2	Approved	4/28/2022	n/a
10/28/2021	Final Plat Extension	RBO Development	Approved	10/28/2022	n/a
12/9/2021	Preliminary Plat	Challenge Elite Sports	Approved	6/9/2022	n/a
12/9/2021	Replat	Gi'Anna Estates	Approved	12/9/2022	n/a
12/9/2021	Final Plat	Industry Park Friendswood Phase II	Approved	12/9/2022	n/a
12/9/2021	Recommendation	Amendments to Zoning Ordinance, Section 7.P. S1 Process and Section 20. Definitions, Personal Care Facilities	Positive Recommendation	n/a	PZ PH 12-9-2021 CC PH &1st Reading 1-10-2022 2nd Reading 2-7-2022 Ordinance 2022-01

Final Approval Totals:

Commercial Site Plans - 4

Commercial Site Plan Amendments & Extensions -

Preliminary Plats - 7

Preliminary Plat Extensions - 3

Final Plats/Replats - 11

Final Plat Extensions - 1

Vacating Plat -

Total Recommendations to City Council:

Zone Changes - 9 (1 withdrawn)

Ordinances - 8

Resolutions - 1



Activity Report

Summary of Actions

7 Preliminary Plats; 3 Extensions
11 Final Plats/Replats; 1 Extension
4 Commercial Site Plans; 0 Amendments/Extensions
0 Vacating Plats
9 Zone Change recommendations
8 Ordinance and 1 Resolution Recommendations
0 - Vacate ROW/Easement recommendations

(Detailed spreadsheet attached)

Accomplished:

- Recommended to Council to allow less dense residential uses in higher dense residential districts
- Recommended to Council to allow lots less than 90 feet to continue with established setbacks
- Worked with a developer in the panhandle area to accomplish their development goals under city zoning regulations; resulted in 5 ordinance changes
- Recommended to Council to amend the building height ordinance to allow 70ft building height in all commercial districts provided they are 2.5 times the building height from the nearest residential zoning
- Revised and recommended to Council amendments to the tree preservation and mitigation requirements
- Revised the entire Subdivision Ordinance and recommended a new and improved ordinance
- Revised the Future Land Use Map, a piece of the Comprehensive Plan; conducted public outreach in association with this endeavor and recommended a new map for adoption
- Updated the Planning & Zoning Commission Rules of Procedure
- Conducted annual review of Permitted Use Table; no changes
- Held a Retreat to establish and prioritize goals for the Commission

Ongoing projects/To Do List:

- Continue work with City Council to update the Comprehensive Plan
 - Sections 1 – Executive Summary, 3 – Baseline Studies, 5 – Parks & Open Space, 6 – Community Facilities Plan, 7 – Utility Systems, 8 – Master Drainage Plan, 9 – Comprehensive Plan and 10 - Appendices
 - Reference other master plans
 - Establish review and update procedures for the future
- Review/update Zoning Ordinance – focus on Planned Unit Developments (PUD) and Garden Home District zoning
- Review/update Appendix A, Sign Ordinance – focus on consistency with State law and review the use of LED lights surrounding windows in commercial businesses
- Review Park Dedication requirements once Parks Master Plan is updated.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Zoning Board of Adjustments Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Zoning Board of Adjustments Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

n/a

RECOMMENDATIONS

n/a

ATTACHMENTS

1. 2021 ZBOA Annual Report

Memo

To: Mayor and City Council

From: Philip Ratisseau, Zoning Board of Adjustment Chair
Glen Grayban, Zoning Board of Adjustment Vice-Chair

Date: February 2022

Re: 2021 Zoning Board of Adjustment Activity

The Zoning Board of Adjustment met three times and heard two (2) cases in 2021. One meeting was administrative to re-elect Mr. Ratisseau as Chairman and elect Mr. Grayban as Vice-Chairman.

JUNE 22, 2021

1. **202 E. Magnolia St.** – request to encroach 11-feet, 3-inches into the required front yard setback of 25-feet, being a variance to Appendix C, Zoning Ordinance, Section 7.Q.2. Regulation Matrix – Residential Districts.

Variance request approved unanimously 5 to 0.

DECEMBER 21, 2021

1. **902 Pine Breeze Dr** – request to encroach 10-feet, 11-inches into the required rear yard setback of 25-feet, being a variance to Appendix C, Zoning Ordinance, Section 7.Q.2. Regulation Matrix – Residential Districts.

Variance request denied with Fernandez in favor and Ratisseau, Dyer, Mintz, and Grayban opposed.

HISTORICAL PERSPECTIVE:

Year	Number of ZBOA Cases
2021	2
2020	6*
2019	0
2018	9*

2017	2
2016	5
2015	3
2014	3
2013	1
2012	4

* Multiple requests for same address

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: March 7, 2022

Date submitted: 02/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update from the Gulf Coast Protection District regarding the Gulf Coast Barrier Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Gulf Coast Protection District (GCPD) was created in 2021 by the 87th regular Texas Legislature to become the non-federal sponsor of the Sabine Pass to Galveston Bay Coastal Storm Risk Management (S2G) and Coastal Texas Protection and Restoration Feasibility (Coastal Texas) studies, known together as the Coastal Barrier System. The GCPD contains approximately 5,220 square miles of land covering five counties: Chambers, Galveston, Harris, Jefferson, and Orange. Upon completion of construction, the GCPD will operate and maintain these improvements in partnership with local jurisdictions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 3.7.22 Friendswood City Council Meeting



Gulf Coast Protection District

MONDAY, MARCH 7, 2022

FRIENDSWOOD CITY COUNCIL

6 P.M.

Creation of GCPD

- ▶ Senate Bill 1160 87 (R)
- ▶ Purpose of District
- ▶ Territory
- ▶ Board Members
- ▶ Related Legislation
- ▶ Our Partners
- ▶ GCPD Timeline



SB 1160 (Taylor/Paul):

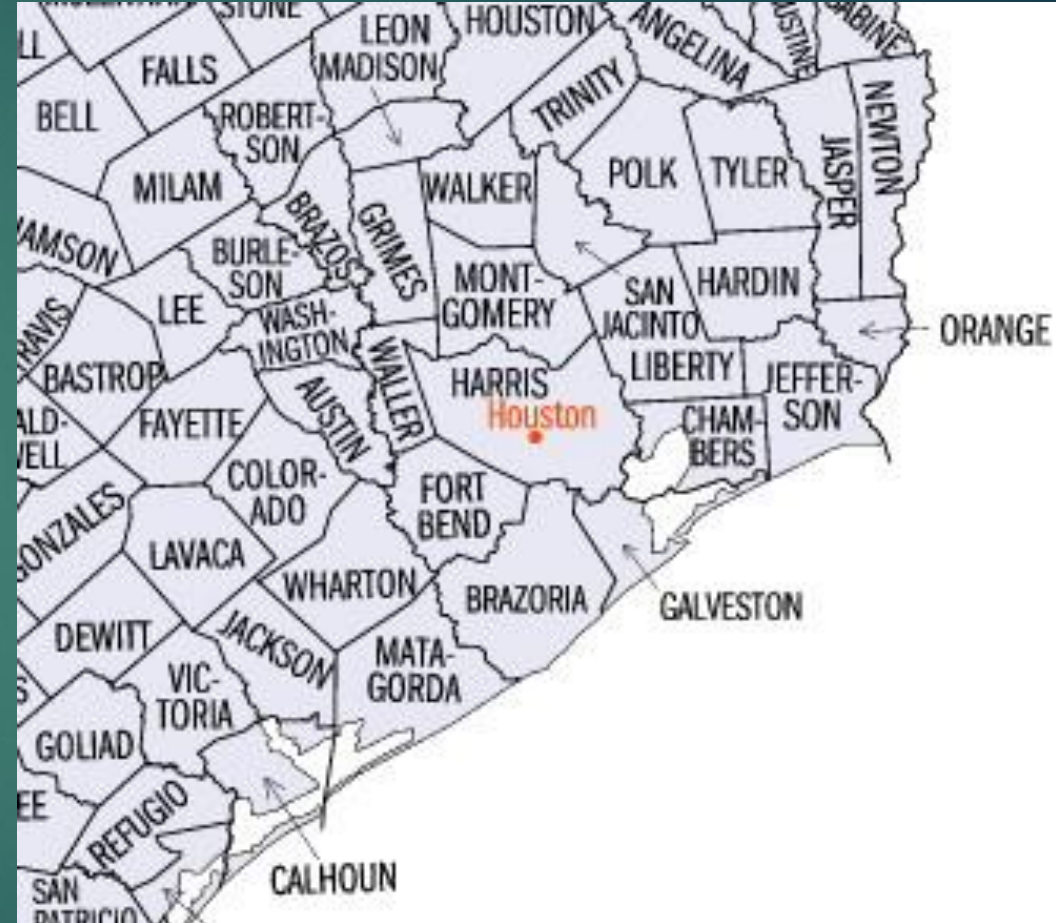
- Authored by Senator Larry Taylor and Representative Dennis Paul
- Multiple coauthors and cosponsors
- Passed the Texas legislature in 2021 to create the Gulf Coast Protection District
- Bipartisan support

Purpose:

- To become the non-federal sponsor of the Coastal Texas and Sabine to Galveston study projects located in GCPD counties*
- Operate and maintain projects upon completion

GCPD Territory

- Chambers County
- Galveston County
- Harris County
- Jefferson County
- Orange County



GCPD Board: Governor Appointees

- ▶ Terms expiring June 16, 2025
 - Sally Bakko (Municipal Interests)
 - Michel Bechtel (Harris County)
 - Roger Guenther (Ports)
 - Bob Mitchell (Harris County)
 - Lori Traweek (Environmental Interests)
 - Michael VanDerSnick (Industry)

GCPD Board: County Appointees

- ▶ Initial two year, then four year terms:
 - Commissioner Billy Combs, Chambers County
 - Roger Quiroga, Galveston County
 - Commissioner Adrian Garcia, Harris County
 - Allan Ritter, Jefferson County
 - Commissioner Kirk Roccaforte, Orange County

Related Legislation:

SB 2265, 85 (R)

- Authored by Sen. Larry Taylor, Rep. Wayne Faircloth
- Failed
- Would have expanded the territory of the Gulf Coast Authority and created an advisory board to operate and maintain a coastal spine project
- Contingent on federal funding

SB 2212, 86 (R)

- Authored by Sen. Larry Taylor, Rep. Dennis Paul
- Passed
- Allowed the drainage districts in the Sabine to Galveston Study to sign agreements with the USACE on the Sabine to Galveston projects

Related Legislation: continued

SB 500, 86 (R)

- Provided \$200 million in state funding for matching and project costs on Sabine to Galveston projects
- Held by the Texas General Land Office
- Applicable Counties: Brazoria, Jefferson, Orange

SB 1, 87 (R)

- Provided \$200 million, contingent on the passage of Senate Bill 1160
- Held by the Texas General Land Office
- Applicable Counties: GCPD counties: Chambers, Galveston, Harris, Jefferson, and Orange

Our Partners

- ▶ Environmental Organizations
- ▶ Industry
- ▶ Texas Ports
- ▶ Drainage Districts
- ▶ Counties
- ▶ Cities
- ▶ Texas General Land Office
- ▶ U.S. Army Corps of Engineers
- ▶ Texas Congressional Delegation
- ▶ Landowners
- ▶ Property Owner Associations
- ▶ Texas Legislature
- ▶ Engineering Firms
- ▶ Academic Institutions
- ▶ Trade Associations

GCPD Timeline

- ▶ June 16, 2021: SB 1160 effective
- ▶ August 18, 2021: First GCPD Board Meeting, GCPD signs letter of intent (LOI) with US Army Corps of Engineers on Coastal Texas
- ▶ September 2021: Coastal Texas Study complete, Chief's Report signed
- ▶ January 2022: GCPD signs interlocal agreements with Orange County Drainage District and Jefferson County Drainage District No. 7
- ▶ Spring 2022: GCPD to sign project partnership agreement (PPA) with USACE on Orange County projects
- ▶ Summer 2022: 2022 Water Resources Development Act
- ▶ January 2023: 88th Legislative Session, Texas

Federal Funding Process

- ▶ Update from Sally Bakko
 - ❑ Director, Board of Directors, Gulf Coast Protection District
 - ❑ Director, Policy and Governmental Relations, City of Galveston

Questions



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These amendments will amend the general purpose and description of Planned Unit Developments to address past concerns by Commissioners and Councilmembers regarding concerns with the PUD process. The proposed changes will add criteria to qualify for a PUD, decrease the allowable change in land use from 25% to 10%, add an expiration of two years, and add standards for revocation.

The seven general purposes of a PUD are currently in the Zoning Ordinance and will remain unchanged. The addition of the criteria to qualify for a PUD align with the general purposes and an applicant need only meet one of the criteria to qualify.

Regarding the decrease in allowable changes in land use, this percentage affects proposed alterations to an already approved Planned Unit Development (PUD) to allow an applicant/developer to alter the land area or square footage, as appropriate, covered by a category of use by not more than 10% (current ordinance is 25%). The ordinance states that in no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Additionally, multiple requests that would exceed the allowed percentage are not allowed to be approved administratively and would require a new application.

Hypothetical Example:

100-acre Mixed-Use PUD approved for the following uses:

- 25 acres of commercial use
- 25 acres of multi-family residential use
- 50 acres of single family residential use

Allowable changes at 25% rate might include:

- Commercial use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres

- Multi-Family residential use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres
- Single Family residential use: +/- 12.5 acres, which would result in either an increase to 62.5 acres or a decrease to 37.5 acres

Allowable changes at 10% rate might include:

- Commercial use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Multi-Family residential use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Single Family residential use: +/-5 acres, which would result in either an increase to 55 acres or a decrease to 45 acres

We also added an expiration period of two years which is the same as a Specific Use Permit. There is an option for the applicant to apply for a one-time extension for an additional two years. If a PUD does expire, a new zone change application will be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The amendments will clearly define the parameters of a Planned Unit Development (PUD) and add some flexibility for future considerations by the Commission and City Council.

RECOMMENDATIONS

ATTACHMENTS

1. Proposed Amendments to Zoning Ord re PUD Black line
2. PZ Final Report re PUD Amendments 02-24-2022

Section 7. Schedule of district regulations.

J. PUD, planned unit development, general purpose and description.

(1) General.

- (a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification; and shall be granted only when the ~~p~~Planning and ~~z~~Zoning ~~c~~Commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

(b) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety, and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

- (c**b**) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. [Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district.] For the PUD district, the use and property development regulations shall be the same as if each use approved in the PUD were situated in the most restrictive district in which such use is otherwise permitted in this ordinance, unless other restrictions and regulations are approved as a part of the site plan and the PUD district.

- (d) The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

- (e) A PUD district must meet a minimum of one of the following criteria. The planning and zoning commission may recommend, and city council may determine, that more than one criteria is needed to approve a PUD.

1. The land is proposed for development as a mixed-use development requiring more flexible and innovative design standards;

Commented [BB1]: Added criteria to qualify for a PUD.

Commented [BB2]: Rearranged order to better align with General Purposes after PZ comments 12-9-2021.

-
- 2. The land is proposed for redevelopment or infill development and special design considerations are deemed necessary;**
 - 3. The land serves as transition between different and seemingly incompatible land uses;**
 - 4. The land is proposed for development of a major employment center, or of major economic benefit for the community, and for which special design standards may be warranted;**
 - 5. To provide amenities or features that would be of a special benefit to the community.**
 - 6. The land has unique environmental features or unusually configured parcels requiring a more flexible approach to zoning and clustering of uses, or special design standards;**

(e) The general purposes of all PUD districts are several fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

(2) *Application.*

- (a) Application and approval process. A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.
- (b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the Planning and Zoning Commission and City Council in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the Planning and Zoning Commission shall forward the plan with its recommendation to the city council for consideration. The Planning and Zoning Commission and/or City Council may require additional information throughout the process.
- (c) An applicant may choose one of two ways to seek PUD approval:

-
1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.
 - (a) Data describing all processes and activities involved with the proposed use;
 - (b) Boundaries of the area covered by the site plan;
 - (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 - (d) The location of existing drainage ways, and significant natural features;
 - (e) Proposed landscaping and screening buffers;
 - (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;
 - (g) The location, height and type of each wall, fence, and all other types of screening;
 - (h) The location, height, and size of all proposed signs;
 - (i) Utility and drainage plans;
 - (j) Regulation matrix designating what zoning district the development will follow;
 - (k) Data describing any variation from the typical development requirements; or
 2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:
 - (a) General land use and density plan;
 - (b) Identify proposed general uses, densities, major open spaces, circulation, and access features; **Detention and/or retention areas may be calculated as open space only when, in the opinion of the commission, the detention area is designed to act as an amenity;**
 - (c) Statement indicating proposed phasing of development and the projected timing of each;
 - (d) Data describing all processes and activities involved with the proposed use;
 - (e) Regulation matrix designating what zoning district the development will follow;
 - (f) Data describing any variation from the typical development requirements.
- (3) Modification of standards proposed within a PUD.

- (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
- (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 10.25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively; but shall require the owner to submit an application for an amendment to the district standards.

(4) Time limit. A planned unit development issued under this section shall expire two years after its date of issuance if the construction or use authorized thereunder is not substantial and is not providing consistent progress prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a PUD applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. The PUD zoning will remain in place, however, and a new application, fee, and development plan must be submitted in accordance this section. The new submittal must be approved for any construction to occur.

Commented [BB3]: Added expiration.

Commented [BB4]: Specified new application and fee required.

(5) Revocation. A PUD may be revoked or modified, after notice and hearing, if the PUD was obtained or extended by fraud or deception or if the terms of the PUD have not been met.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: February 25, 2022

Re: Proposed amendments to Appendix C, Zoning Ordinance, Section 7. J. PUD, Planned Unit Development, general purpose, and description to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.



At the Planning and Zoning Commission meeting held February 10, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the proposed ordinance amendments.

These proposed amendments will amend the general purpose and description of Planned Unit Developments ("PUD") to address past concerns by Staff, Commissioners and Councilmembers regarding the PUD process. The proposed changes add criteria to qualify for a PUD, decrease the allowable change in land use from 25% to 10%, add an expiration of two years, and add standards for revocation.

The seven general purposes of a PUD are currently in the Zoning Ordinance and will remain unchanged. The addition of minimum required criteria to qualify for a PUD aligns closely with the general purposes and an applicant need only meet one of the six criteria to qualify for a PUD, unless City Council finds that more requirements are justified for a specific PUD request.

The deviation allowance applies to alterations requested by an applicant in the land area or square footage covered by a category of use after the PUD has been approved by City Council. These requested alterations cannot change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or

neighborhoods. The Commission feels that the current 25 percent deviation allows applicants to significantly change the land used for specific categories after PUD approval (i.e., moving land designated for single family residential to high density residential or from residential to commercial within the PUD without requiring City Council approval) and are proposing to reduce the allowable land use deviation to 10 percent.

We also added an expiration period of two years which is the same as allowed in Specific Use Permits. There is an option for the applicant to apply for a one-time PUD extension for an additional two years. If a PUD does expire, a new zone change application will be required.

At the Planning and Zoning Commission meeting held February 24, 2022, the commission voted 6 to 0 (Commissioner Koerner was absent) to make final changes to the proposed ordinance amendments and to recommend that City Council approve the proposed changes to improve the PUD process.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first reading of an ordinance amending Appendix C "Zoning," Section 7.J " PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These amendments will amend the general purpose and description of Planned Unit Developments to address past concerns by Commissioners and Councilmembers regarding concerns with the PUD process. The proposed changes will add criteria to qualify for a PUD, decrease the allowable change in land use from 25% to 10%, add an expiration of two years, and add standards for revocation.

The seven general purposes of a PUD are currently in the Zoning Ordinance and will remain unchanged. The addition of the criteria to qualify for a PUD align with the general purposes and an applicant need only meet one of the criteria to qualify.

Regarding the decrease in allowable changes in land use, this percentage affects proposed alterations to an already approved Planned Unit Development (PUD) to allow an applicant/developer to alter the land area or square footage, as appropriate, covered by a category of use by not more than 10% (current ordinance is 25%). The ordinance states that in no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Additionally, multiple requests that would exceed the allowed percentage are not allowed to be approved administratively and would require a new application.

Hypothetical Example:

100-acre Mixed-Use PUD approved for the following uses:

- 25 acres of commercial use
- 25 acres of multi-family residential use
- 50 acres of single family residential use

Allowable changes at 25% rate might include:

- Commercial use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres

- Multi-Family residential use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres
- Single Family residential use: +/- 12.5 acres, which would result in either an increase to 62.5 acres or a decrease to 37.5 acres

Allowable changes at 10% rate might include:

- Commercial use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Multi-Family residential use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Single Family residential use: +/-5 acres, which would result in either an increase to 55 acres or a decrease to 45 acres

We also added an expiration period of two years which is the same as a Specific Use Permit. There is an option for the applicant to apply for a one-time extension for an additional two years. If a PUD does expire, a new zone change application will be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The amendments will clearly define the parameters of a Planned Unit Development (PUD) and add some flexibility for future considerations by the Commission and City Council.

RECOMMENDATIONS

The Planning and Zoning Commission recommends approval.

ATTACHMENTS

1. Ordinance - PUD Amendments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION J "PUD, PLANNED UNIT DEVELOPMENT, GENERAL PURPOSE AND DESCRIPTION" OF THE FRIENDSWOOD CITY CODE TO ADD CRITERIA TO QUALIFY FOR A PUD, DECREASE THE PERCENTAGE OF ALLOWABLE CHANGE IN LAND USE, ADD AN EXPIRATION OF TWO YEARS, AND ADD STANDARDS FOR REVOCATION; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff, and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code, and all other applicable laws; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That Appendix C "Zoning," Section 7 "Schedule of district regulations," Subsection J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code is hereby amended as indicated below:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

J. *PUD, planned unit development, general purpose and description.*

(1) *General.*

- (a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the p[P]lanning and z[Z]oning c[C]ommission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

(b) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety, and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape; or
7. To promote economic development in accordance with the city's plans for such.

- (c[~~b~~]) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. . ~~[Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district.]~~
For the PUD district, the use and property development regulations shall be the same as if each use approved in the PUD were situated in the most restrictive district in which such use is otherwise permitted in this ordinance, unless other restrictions and regulations are approved as a part of the site plan and the PUD district.

- (d) The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(e) A PUD district must meet a minimum of one of the following criteria. The planning and zoning commission may recommend, and city council may determine, that more than one criterion is needed to approve a PUD.

1. The land is proposed for development as a mixed-use development requiring more flexible and innovative design standards;
2. The land is proposed for redevelopment or infill development and special design considerations are deemed necessary;
3. The land serves as transition between different and seemingly incompatible land uses;
4. The land is proposed for development of a major employment center, or of major economic benefit for the community, and for which special design standards may be warranted;
5. To provide amenities or features that would be of a special benefit to the community; or
6. The land has unique environmental features or unusually configured parcels requiring a more flexible approach to zoning and clustering of uses, or special design standards;

~~[(e) The general purposes of all PUD districts are several fold:-~~

- ~~1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;-~~
- ~~2. To accommodate innovation in development by modifying the city's land use and development regulations;-~~
- ~~3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;-~~
- ~~4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;-~~
- ~~5. To protect and enhance the aesthetic and visual qualities of development;-~~
- ~~6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;-~~
- ~~7. To promote economic development in accordance with the city's plans for such.-]~~

(2) *Application.*

- (a) *Application and approval process.* A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.
- (b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the p[P]lanning and z[Z]oning c[C]ommission and [C]ity c[C]ouncil in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the p[P]lanning and [Z]oning c[C]ommission shall forward the plan with its recommendation to the city council for consideration. The [P]lanning and z[Z]oning c[C]ommission and/or c[C]ity c[C]ouncil may require additional information throughout the process.
- (c) An applicant may choose one of two ways to seek PUD approval:
 - 1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.
 - (a) Data describing all processes and activities involved with the proposed use;
 - (b) Boundaries of the area covered by the site plan;
 - (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 - (d) The location of existing drainage ways, and significant natural features;
 - (e) Proposed landscaping and screening buffers;
 - (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;
 - (g) The location, height and type of each wall, fence, and all other types of screening;
 - (h) The location, height, and size of all proposed signs;
 - (i) Utility and drainage plans;

- (j) Regulation matrix designating what zoning district the development will follow; and
 - (k) Data describing any variation from the typical development requirements; or
2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval, all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:
- (a) General land use and density plan;
 - (b) Identify proposed general uses, densities, major open spaces, circulation, and access features.~~[;]~~ Detention and/or retention areas may be calculated as open space only when, in the opinion of the planning and zoning commission, the detention area is designed to act as an amenity;
 - (c) Statement indicating proposed phasing of development and the projected timing of each;
 - (d) Data describing all processes and activities involved with the proposed use;
 - (e) Regulation matrix designating what zoning district the development will follow; and
 - (f) Data describing any variation from the typical development requirements.
- (3) Modification of standards proposed within a PUD.
- (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
 - (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 10 ~~25~~ percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively but shall

require the owner to submit an application for an amendment to the district standards.

- (4) *Time limit.* A planned unit development issued under this section shall expire two years after its date of issuance if the construction or use authorized thereunder is not substantial and is not providing consistent progress prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a PUD applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. The PUD zoning will remain in place, however, and a new application, fee, and development plan must be submitted in accordance this section. The new submittal must be approved for any construction to occur.
- (5) *Revocation.* A PUD may be revoked or modified, after notice and hearing, if the PUD was obtained or extended by fraud or deception or if the terms of the PUD have not been met.

Section 3. That this ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. A violation of this ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations,” and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That the City Secretary shall give notice of the enactment of this ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED and APPROVED on first reading this 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update on EMS Billing.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Fiscal Year	Months	EMS Revenue	# of EMS Calls	# of Transports
FY2019	Jan-Sept	\$485,589.95	2,405	1,237
FY2020	Oct-Sept	\$849,063.28	3,167	1,646
FY2021	Oct-Sept	\$885,165.28	3,678	1,922

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/22/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Friendswood Library receiving the Texas Municipal League's Achievement of Excellence in Libraries Award for 2021.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

For the eighth consecutive year, the Friendswood Library has won the Texas Municipal League's Achievement of Excellence in Libraries Award for 2021.

Of the 565 public library systems in Texas, Friendswood library was one of only 59 who have earned this year's award for excellent service. With this honor, Friendswood library is now in the top 10% of all public libraries in the State.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Library Award Ltr



February 10, 2022

Matthew Riley
Library Director
416 S. Friendswood Drive
Friendswood, TX 77546

Dear Library Director Matthew Riley,

Congratulations to the City of Friendswood. The Friendswood Public Library has been awarded the 2021 Texas Achievement in Library Excellence Award.

Libraries awarded this honor met a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 59 Libraries out of 565 Texas public library systems were awarded this honor. This means your library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

A handwritten signature in black ink that reads "Libby Holtmann". The signature is written in a cursive, flowing style.

Libby Holtmann, Plano Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/09/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Fiscal Year 2021-2022 Concrete Street Maintenance to Greenscape Six, LLC.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item is for the yearly maintenance of concrete streets within the City of Friendswood (asphalt contract will be presented separately at an upcoming Council meeting). This concrete contract job, worth \$400,000, will kick off the next round of street maintenance using Greenscapes Six, LLC ("G6") as the City's contractor, who did the same work during the 2021-2022 budget cycle. The City opened bid submittals on Thursday, February 17, 2022. The bid was issued upon a unit bid basis, and individual bid items will be for work to be done until the spending cap is met. Funding for this package is through the 21/22 FY General Fund allocation for street maintenance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Jobs will be authorized for G6 in packaged groups that will include replacement of 27,510 square feet of concrete streets along with curb replacement, and inlet/manhole adjustments. Panels to be replaced will include those identified by the City's IMS pavement management study. Streets slated to be repaired are available on the City's website and will be updated periodically.

<https://city-of-friendswood-mapping-home-page-fwd.hub.arcgis.com/apps/street-maintenance-program-app/explore>

RECOMMENDATIONS

Authorize the Mayor to execute a contract with Greenscape Six, LLC for \$400,000.

ATTACHMENTS

1. Greenscape Six, LLC Form 1295
2. Greenscape Six, LLC - FY21-22 Concrete Street Maintenance Contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-851245

Date Filed:
02/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Greenscapes Six, LLC
Baytown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2022-02
FY 2021-2022 Concrete Street Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Taylor, Joey	Baytown, TX United States	X	
	Archer, Mike	Baytown, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is MIKE ARCHER, and my date of birth is [REDACTED].

My address is 7020 FM 3180, BAYTOWN, TX, 77523, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CHAMBERS County, State of TX, on the 16 day of FEB, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF FRIENDSWOOD

FRIENDSWOOD, TEXAS

CONTRACT DOCUMENTS
FOR

FY2021-2022 CONCRETE STREET MAINTENANCE

BID NO. 2022-02



Prepared by:
City of Friendswood
Engineering Department
15355 Blackhawk Boulevard
Friendswood, Texas 77546

DOCUMENT 00110B

INVITATION TO BIDDERS

Notice is hereby given that Sealed Bids, in duplicate, addressed to the Mayor and City Council, City of Friendswood, Friendswood, Texas, will be received at the City Secretary's Office at City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546 until **2:00 P.M., Thursday, February 17, 2022** and then publicly opened and read for furnishing all labor, material, and equipment and performing all work required for the construction of "FY2021-2022 Concrete Street Maintenance".

Bids shall be submitted in sealed envelopes clearly marked with ITB No. 2022-02. Bids received after closing time shall be returned unopened to the Bidder.

All Bids shall be accompanied by a cashier's or certified check drawn on a state or local bank in the amount of five percent (5%) of the total maximum bid price, and payable without recourse to the City of Friendswood, Friendswood, Texas, or a Bid Bond in the same amount from a reliable surety company authorized to do business in the State of Texas, as a guarantee that the Bidder will enter into a Contract. The Notice of Award of Contract shall be given by the City within sixty days (60 D) following the opening of bids and bids shall remain valid for sixty days (60 D). Bid security shall be returned to the respective Bidders within thirty days (30 D) after bids are opened, except checks or bonds which the City elects to hold until the successful Bidder has executed the Contract. Thereafter, all the remaining securities, including the security of the successful Bidder, shall be returned within seventy days (70 D) following the opening of bids.

The successful bidder must furnish a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract Price and upon the forms which are attached hereto. A Payment Bond shall be furnished for any contract in excess of Twenty-Five Thousand Dollars (\$25,000) and a Performance Bond shall be furnished for contracts in excess of One Hundred Thousand Dollars (\$100,000), and each shall be furnished within five days (5 D) after receipt of the Contract Documents. Payment and Performance Bonds shall be issued from sureties with a minimum "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in the State of Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety, who is licensed by the State Board of Insurance.

Bid Documents may be found on the City of Friendswood Bids website located at <https://www.ci.friendswood.tx.us/Bids.aspx>. Technical Specifications may be found on the City of Friendswood Publications and Forms website at <https://www.ci.friendswood.tx.us/350/Publications-Forms>.

In conformance with applicable statutes, the general prevailing wage rates in the locality in which the Work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project. The Contractor shall forfeit as a penalty, to the City of Friendswood, Sixty Dollars (\$60.00) for each laborer, workman or mechanic employed, for each working day, or portion thereof, if such laborer, workman or mechanic is found to be paid less than the stipulated rates for any work done under this Contract.

This Contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code. Because of Amendments to Section 151.311 of the Tax Code made by Section 14.07 of Chapter 5 (House Bill No. 11), 72nd Leg., 1st C.S., Acts 1991 at 188, in order for non-consumable materials and equipment to qualify for resale to the City and be exempt from sales tax, the contract and proposals must comply with the following requirements:

- A. The proposal and contract must separately identify:
 - 1. the charges for non-consumable materials and equipment that are permanently incorporated into the project and
 - 2. charges for skill, labor and consumable materials, tools and equipment that are permanently incorporated into the project. Bidders are required to have a sales tax permit issued by the Comptroller of the State of Texas in order to qualify under separated contract procedure.
- B. The City will issue to the Contractor a specific exemption certificate for this Contract in order that he does not have to pay taxes on qualifying materials, equipment or other tangible personal property purchased for and permanently incorporated into City realty in performing this Contract. The Contractor performing this contract must issue to his suppliers an exemption certificate complying with all applicable State Comptroller's rulings, along with a copy of the certificate issued to him by the City.
- C. Total Stipulate Price contract, in which the above charges are not separated, do not qualify for sales tax and use exemption.

Attention is directed to the liquidated damages provision of this Contract (as specified in the General Conditions) and the fact that rainy weather shall constitute justification for any delay in the time for completion only under certain conditions (as specified in the General Conditions).

The City reserves the right to reject any proposal and to waive informalities in the proposals. In case of ambiguity or lack of clearness in stating the prices in any proposal, the City reserves the right to consider the most advantageous construction

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thereof, or to reject the proposal. The award shall be made to the most responsible Bidder submitting the best value for the City of Friendswood.

The City shall, after review and approval of the City Council, enter into Contract negotiations with the apparent lowest responsible Bidder using City Contracts and Documents contained in the Specification Books. Bidder shall not send their own Contract Documents or in any way alter, change or amended the City's Contract Documents.

City of Friendswood

Morad Kabiri, PE, AICP
City Manager

END OF DOCUMENT

**DOCUMENT 00115B
INSTRUCTIONS TO BIDDERS**

PART I: DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders are defined in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

PART II: COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents can be viewed and downloaded at the City of Friendswood's website at the following link:
<https://www.ci.friendswood.tx.us/Bids.aspx>
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.
- 2.4 Copies of the City of Friendswood Technical Specifications (CFTS) and City of Friendswood Standard Details may be acquired at no cost on the City's website:
<https://www.ci.friendswood.tx.us/350/Publications-Forms>
- 2.5 Assistance finding these documents may also be provided at the City Secretary's Office located at City Hall, 910 S. Friendswood Dr., Friendswood, TX 77546.

PART III: QUALIFICATION OF BIDDER

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of the City's request written evidence of the types of insurance and other data as set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid shall contain evidence of Bidder's qualification to do business in the State of Texas or covenant to obtain such qualification prior to award of the Contract.

PART IV: EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder shall:
- A. Examine the Contract Documents and Drawings thoroughly.
 - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work.
 - C. Familiarize themselves with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work.
 - D. Study and carefully correlate Bidder's observations with the Contract

**DOCUMENT 00300
UNIT PRICE BID FORM**

To: The Honorable Mayor and City Council of the City of Friendswood
City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

Project: FY2021-2022 Concrete Street Maintenance

Project No.: ST2022C

Bid No.: 2022-02

Bidder:

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

PART I: OFFER

- 1.1 Total Bid Price: Having examined the Project location and all matters referred to in the Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document. The Total Budgeted amount for this project is a not to exceed amount of \$250,000.
- 1.2 Security Deposit: Included with the Bid is a Security Deposit in the amount of five percent (5%) on the budgeted amount of \$250,000 Price subject to terms described in Document 00115 – Instructions to Bidders.
- 1.3 Period for Bid Acceptance: This offer is open to acceptance and is irrevocable for sixty (60) days from the Bid Date. That period may be extended by mutual written agreement of the City and the Bidder.
- 1.4 Addenda: All Addenda have been received. Modifications to the Bid Documents have been considered and all related costs are included in the Total Bid Price.
- 1.5 Bid Supplements: The following documents are attached:
 - A. Security Deposit (as defined in Document 00115 – Instructions to Bidders).
 - B. Document 00310 – Child Support Affidavit.
- 1.6 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART II: CONTRACT TIME

- 2.1 The Work shall be Substantially Complete within TWO HUNDRED FORTY (240) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 2.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within TWO HUNDRED FIFTY FIVE (255) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

PART III: CONTRACT PRICE

- 3.1 Total Bid Price has been calculated by the Bidder, using the following component prices and process (Print or Type numerical amounts).
- 3.2 The Total Base Bid Price for the Bid shall be the determining factor for Contract of the successful low Bidder.

PART IV: ACKNOWLEDGEMENT

- 4.1 The undersigned, as the Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Invitation to Bidders, Instructions to Bidders, this Bid Form, the Agreement, the General Conditions, the Supplementary Conditions, the Technical Specifications, the Special Provisions, and the Drawings therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he shall provide all necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract and the Technical Specifications in the manner prescribed herein and according to the requirements of the City's Engineer as therein set forth.
- 4.2 It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form and are considered incidental to the Work.
- 4.3 It is further understood that the quantities of work to be done at the unit prices and materials to be furnished may be considered necessary, in the opinion of the City's Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be

performed at the unit prices set forth below except as provided for in the specifications.

- 4.4 It is further agreed that the lump sum prices may be increased to cover additional work ordered by the City's Engineer or the City, but not shown on the Drawings or required by the Technical Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover the deletion of work so ordered.
- 4.5 Usual disposition of bid securities is cited in paragraph three (3) of Document 00110 – Invitations to Bidders and Part VI – Bid Security in Document 00115 – Instructions to Bidders; however, if bidder, whose bid is accepted by the City fails to execute the Agreement and/or fails to execute a Performance Bond and a Payment Bond within ten (10) days of Notice to Award, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay, and other inconveniences suffered by the City on account of such failure of the Bidder. Further, should the City bring suit in court to enforce any terms of this bid, it is agreed that the Bidder or his surety shall pay to the City the cost and reasonable attorney's fees.
- 4.6 In the event of the award of a contract to the undersigned, the undersigned shall furnish a Performance Bind for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the Work until final completion and acceptance, and shall furnish a Payment Bond in the same amount to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.
- 4.7 The work proposed to be done shall be accepted when fully complete and finished in accordance with the Drawings and Technical Specifications to the satisfaction of the City. The undersigned certified that the bid prices contained in this bid form have been carefully checked and submitted as correct and final.
- 4.8 Unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control. Should bid prices on any item be omitted, the right to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this proposal.
- 4.9 Bidder understands that the City reserves the right to reject any and all bids and to waive any informalities in the bidding. In addition, the City reserves the right to award the Contract on the basis of the Total Base Bid.
- 4.10 Bids shall be good for sixty (60) days from the date of the bid opening.

PART V: UNIT PRICE BID FORMS

5.1 The following forms shall constitute the Bid Forms.

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Estimated Qty.	Unit	Unit Bid Price	Extended Amount
1	Remove Existing 8" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 8" Concrete Paving, 5,000 PSI, Complete In Place.	5,000	SF	\$	\$
2	Remove Existing 6" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 6" Concrete Paving, 5,000 PSI, Complete In Place.	11,485	SF	\$	\$
3	Concrete Joint Rehab and Crack Seal	20,000	LF	\$	\$
4	Remove and Replace Type II, 4" Concrete Curb, 3,000 PSI, 5.5 Sack, Complete In Place	110	LF	\$	\$
5	Remove and Replace Type II, 4" Concrete Curb and Gutter, 3,000 PSI, 5.5 Sack, Complete In Place	250	LF	\$	\$
6	Remove and Replace 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sac, 2" Sand Bed, Complete In Place	800	SF	\$	\$
7	Install New 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sack, 2" Sand Bed, Complete In Place	500	SF	\$	\$
8	Remove Existing Wheel Chair Ramps and Replace with ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$	\$

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CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS

UNIT PRICE
BID FORM

9	Install New ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$	\$
10	Install Sidewalk Drain with ¼" Galvanized Diamond Plate, Complete In Place	1	EA	\$	\$
11	Remove and Replace Types H-2 and B-B Inlet, Complete In Place	10	EA	\$	\$
12	Adjust Manholes Ring and Cover, Complete In Place	10	EA	\$	\$
13	Adjust Water Valve Box and Cover, Complete In Place	10	EA	\$	\$
14	Full sodding, behind curbs and edge of pavement, Complete in Place	500	SF	\$	\$
15	Hydro Mulching, Complete in Place	350	SY	\$	\$
16	Replacement of Loop Detector for Traffic Signal after pavement repair, Complete in Place	3	EA	\$	\$
17	Traffic Control for Collector or high traffic roads only	3	EA	\$	\$

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5.2 Insert a lump sum figure for each of the alternates listed in TABLE 5.2 – ALTERNATES listed below:

Alternate Number	Alternate Description	Alternate Unit Price
		\$
		\$

All quantities for the above bid items will be determined by measurements taken in the field. All work shall be done in accordance with City of Friendswood Standard Details and Specifications.

It is the intent of the city to evaluate and prioritize each area that becomes identified for repairs prior to requesting the repairs. It is also the intent of the city to identify a sufficient amount of repairs prior to requesting mobilization by the contractor. It shall be the intent of the contractor to respond to each request for mobilization in a timely manner and perform the work as efficiently as possible with minimal inconvenience to the public. Traffic control is considered incidental to the job.

5.3 ADDENDA ACKNOWLEDGEMENT

ADDENDA NUMBER	ADDENDA DATE	DATE RECEIVED	BIDDERS INITIALED
1			
2			
3			
4			
5			

5.4 BID PRICES

A. TOTAL BASE BID _____

PART VI: SIGNATURES

- 6.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Company: _____
(Print Company Name)

Signed: _____
(Authorized Signature)

By: _____
(Print Name)

Title: _____
(Print Title)

ATTEST:

(Seal, if Bidder is a Corporation)

(Mailing Address)

(City, State and Zip Code)

(Delivery Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(email Address)

PART VII: AFFADAVIT

All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to one (1) of the following:

- ☐ I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Name of Bidder: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Signature: _____

SWORN AND SUBSCRIBED by me on this _____ day of _____,
A. D. 20____.

Notary Public in and for _____ County, Texas.

Notary Public Signature

Print or Type Notary Public Name

NOTARY SEAL My Commission Expires: _____

END OF DOCUMENT

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Documents.

E. Perform Constructability Review.

- 4.2 Bidders Responsibility - Bidders are required to inform themselves of the conditions under which the work is to be performed and all other factors that might affect the manner or method of work. The City does not make any representations as to the conditions under which the Work is to be performed. The Bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any condition which affects the work if such condition could have been discernible by the Bidder prior to the bidding.
- 4.3 The City shall provide reports of investigations and tests of subsurface and latent physical conditions at the site that might otherwise affect cost, progress, or performance of the Work, and which have been relied upon by the Engineer in preparing the Drawings or the Technical Specifications. The City shall make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder shall, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.4 Upon request, the City shall provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.
- 4.5 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Supplementary Conditions, the General Requirements or the Drawings.
- 4.6 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that they has complied with every requirement, scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

PART V: INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies shall be issued by Addenda by the City. Questions received less than five (5) days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

PART VI: BID SECURITY

- 6.1 Bid Security shall be made payable to the City, in amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a cashiers or certified check from a state or local bank or a Bid Bond issued by a Surety meeting the requirements of the General Conditions.

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- 6.2 The Bid Security of the Successful Bidder shall be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it shall be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within five (5) days of the Notice of Award, the City may chose to annul the Notice of Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award shall be retained by the City until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first (61st) day after the Bid opening. Bid Security of other bidders shall be returned within seven (7) days of the Bid opening.

PART VII: CONTRACT TIME

- 7.1 The number of working days within which, or the date by which, the Work is to be completed is set forth in the Bid Form and shall be included in the Agreement.

PART VIII: LIQUIDATED DAMAGES

- 8.1 Provisions for liquidated damages, if any, are set forth in Article IV of Document 00400 – Standard Agreement for Contracting Services.

PART IX: SUBSTITUTE MATERIAL AND EQUIPMENT

- 9.1 The Contract, if awarded, shall be on the basis of material and equipment described in the Drawings or specified in the Specifications without considerations of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the City, application for such acceptance shall not be considered by the City until after the "effective date of the Agreement". Appropriate adjustment to the price or time of the Contract shall be made thereafter. The procedure for submittal of any such application by the Contractor and consideration by the City is set forth in the General Conditions.

PART X: SUBCONTRACTORS, ETC.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to the City in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the day of the Bid opening submit to the City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by the City. If the City, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution shall not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person, or organization so listed and to whom the City does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the City.

- 10.2 No Contractor shall be required to employ any Subcontractor, other person, or organization against whom they has reasonable objection.

PART XI: BID FORM

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from the City.
- 11.2 Bid Forms shall be completed by typewriter or computer. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words shall take precedence.
- 11.3 Bids by Corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature and the official address of the partnership shall be shown below the signature.
- 11.5 All names shall be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed shall be shown.
- 11.8 The Bid Form includes supplemental pay items to facilitate payment for charges and alterations that may be required to complete work. Quantities have been established for Supplemental Items shown on Document 00300B – Unit Price Form Document 00305B – Total Stipulated Price Form. The Contractor shall bid unit prices and provide extension of unit prices and quantities for total amount bid. The actual work as provided by the General Provisions, Technical Specifications, and shown on the Drawings and/or the Exhibits is described in the Bid Form items other than supplemental pay items. When work covered by supplemental items is requested by the City or the Contractor and approved by the City, payment shall be based on the quantity actually constructed and unit prices bid in Bid Form. Award shall be based on Total Base Bid.

PART XII: SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 12.2 The City Secretary's Office shall receive Bids at 910 South Friendswood Drive, Friendswood, Texas, 77546 until 2:00 P.M. local time as shown on the atomic clock in the City Secretary's Office, on the February 17, 2022.

PART XIII: MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If within twenty-four (24) hours after Bids are opened, any Bidder who files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and his Bid Security shall be returned. Thereafter, that Bidder shall be disqualified from further bidding on the Work.

PART XIV: OPENING OF BIDS - BIDS SHALL BE OPENED PUBLICLY

- 14.1 When Bids are opened publicly, they shall be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) shall be made available after the date of Bid opening.

PART XV: BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the City may, at the City's sole discretion, release any Bid and return the Bid Security prior to the end of the sixty (60) day period.

PART XVI: AWARD OF CONTRACT

- 16.1 The City reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Apparent Low Bidder, and the right to disqualify all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, the City shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms. It is the City's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the City may accept them in any order or combination to the benefit of the City.

- 16.3 The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations shall be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the City.
- 16.4 The City may conduct such investigations as they deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.
- 16.5 The City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the City's satisfaction.
- 16.6 If the Contract is to be awarded, it shall be awarded to the lowest responsible Bidder who has met all requirements of the bidding process and whose evaluation by the City indicates to the City that the award shall be in the best value for the City.
- 16.7 If the Contract is to be awarded, the City shall give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

PART XVII: REQUIRED BONDS

- 17.1 The General Conditions and the Supplementary Conditions set forth the City's requirements as to required Bonds. When the Successful Bidder delivers the executed Agreement to the City it shall be accompanied by the required Contract Security.
- 17.2 If the Contract exceeds Twenty-five Thousand Dollars (\$25,000.00), a Payment Bond shall be furnished, and if the contract exceeds One Hundred Thousand Dollars (\$100,000.00) a Performance Bond also, shall be furnished on the prescribed forms in the amount of one hundred percent (100%) corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective date copy of their Power of Attorney.

PART XVIII: INSURANCE

- 18.1 All insurance shall be written by an insurer licensed to conduct business in the State of Texas. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this Contract, whether the operations be himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable of the following types and limits [No insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific

dollar amount (or specified formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in Section 00320 – Insurance Requirements]. The City of Friendswood, its officers, agents and employees must be named as an additional Insured on all insurance policies. Proof of such shall be verified before Contract is executed.

- A. Standard Worker's Compensation Insurance (with waiver of subrogation in favor of the City of Friendswood, its officers, agents and employees). (The City and the Contractor and all persons providing services shall comply with the workers compensation insurance requirements of Section 406.096 of the Texas Labor Code and 28 TAC Section 110.110 (c)(2), a copy of which is provided in Section 00425 – Texas Workers' Compensation).
 - B. Commercial General Liability occurrence type insurance. No. "XCU" restrictions shall be applicable. Products/completed operations coverage must be included.
 - C. Comprehensive Automobile Liability (including owned, non-owned, and hired vehicle coverage).
 - D. Contractual Liability Insurance covering the indemnity provision of this Contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, bid number, and location.
 - E. All-Risk Builder's Risk of the non-reporting type (not required for paving projects, water and sewer line projects or projects involving lump sum payments).
- 18.2 The Contractor shall cause the Contractors insurance company or insurance agent to fill in all information required (including names of insurance agency, the Contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance and pertaining to the above listed items in Paragraph 18.1 of this Document before commencing any of the work and within the time specified. The Contractor shall file said forms with the City.
- 18.3 Said Certificate of Insurance coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen (15) days prior written notice has been given to the City. The Contractor shall also file with the City valid Certificate(s) of Insurance for all from or for all Subcontractors and showing Subcontractor(s) as the Insured.
- 18.4 The original Builder's Risk policy shall provide for fifteen (15) days written notice of alteration, modification, or cancellation and shall be furnished to the City. Provided, however, until the Original Policy is issued and furnished to the City a Certified Insurance Binder with the identical notice shall be acceptable in place of the original policy, which original policy shall be received by the City not later than thirty (30) days after the issuance of the Notice to Proceed for the project. Notwithstanding any other provision in the Contract Documents, it is further

mutually understood and agreed that no payment will be due and owing or made to the Contractor for any work performed under the Contract until after all of the required insurance documentation, including the original policy specified above, are received by the City.

PART XIX: SIGNING OF THE AGREEMENT

- 19.1 When the City gives a Notice of Award to the Successful Bidder, it shall be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents attached. Within ten (10) working days thereafter the City shall deliver one (1) fully signed counterpart to the Contractor.

PART XX: SPECIAL REQUIREMENTS

- 20.1 Preparation of Bids: Unless otherwise directed in the Invitation of Bidders, bids shall be submitted in duplicate upon the forms provided, or copies thereof. The bids shall be prepared in compliance with the requirements of the Invitation to Bidders, these instructions, and any instructions printed on the prescribed forms. All blank spaces on the Bid Forms shall be filled in as noted, typed, with both words and figures; amounts shall be extended and totaled and no change shall be made in the phraseology of the forms or of the bid items thereon. If optional items are shown on the Bid form, and the Bidder elects not to bid on these optional items, then "No Bid" shall be entered in the blank spaces provided. Any bid may be deemed irregular which contains any omission, alteration, erasure, addition, or change of any nature or which does not include prices for each and every bid item (excluding optional items). In order to ensure consideration, the bid must be enclosed in a sealed envelope that is clearly marked with the notation "Bid Enclosed" and further identified by the name and number of the project. Unless directed otherwise in the Invitation and to Bidders, the bid shall be addressed to the City.
- A. A Bidder may withdraw his bid before the time of closing by submitting a written request for its withdrawal to the person who holds the bid.
- B. Further, any bid in which the prices are obviously unbalanced, or which fails in any manner to conform to the bidding procedures as set forth, shall also be considered irregular.
- C. The Bids shall have the Cashier's or Certified check or Bid Bond at the front of the Bid Documents.
- 20.2 Irregular bids as described in Paragraph 19.1 of this Document shall conform to the following rules:
- A. Bid Forms having blank spaces or change in phraseology shall be rejected.
- B. Bid Forms with a conflict between the written amount and the figures; the written amount shall be used.
- C. Bid Forms with a conflict between Individual Unit Prices and the Extension of that Unit price; the Individual Unit Price times the Estimated Quantity shall be

used.

- D. Bid Forms with a conflict between Unit Price Extensions and the total of the Unit Price Extensions; the sum of all of the Unit Price Extensions shall be used.
- E. Bid Forms with a conflict between Individual Alternate and total of all Alternates; the sum of all individual Alternates shall be used.
- F. Bid Forms with a conflict between Individual subtotals for Stipulated Price, Base Unit Prices, Cash Allowances and Alternates; the sum of Individual subtotals for Stipulated Price, Base Unit Prices, Extra Unit Prices, Cash Allowances, and Alternates.

20.3 Subsurface Information: Any information provided in regard to subsurface data, test borings, etc., shall be considered approximate. Any soils report that the City has obtained shall be provided to the Bidders for their use. The interpretation of soils information, results of soil borings, etc., is in no way guaranteed.

20.4 Open Specifications: Where equipment or materials are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality and/or performance; and to establish an equal basis for the evaluation of bids. Where the words "equivalent", or "equal to" are used, they shall be understood to mean that the product or item referred to shall be the equivalent to or equal to, in the opinion or judgment of the City, the product, or item specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be, in all cases, fully equivalent to approved samples. Notwithstanding that the words "equivalent", "equal to", or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article, or process, specifically designated shall be used. The City has the right to require the use of such specifically designated materials, articles, or processes.

20.5 Price of Materials and Sales Tax: The Contractor shall be responsible for compliance with all current State Laws and Provisions of the State Comptroller's office on price of materials and sales tax. The City is a tax-exempt organization and materials that become the property of the City upon acceptance of contract may be provided without tax if the Contractor maintains proper records and procedures.

PART XXI: MANDATORY PRE-BID CONFERENCE

21.1 A Mandatory Pre-Bid Conference will not be required.

**PART XXII: FINANCIAL STATEMENT AND STATEMENT OF
QUALIFICATIONS**

22.1 The Bidder shall, upon request by the City, furnish such information and date as the City may request to determine the ability of the Bidder to perform the Work, including, without limitation, a list of all jobs completed within the last twenty-four

(24) months giving the name of the Owner, amount of the Contract, description of the job, and name of the Owners representative who is familiar with the work performed by the Contractor.

PART XXIII: CONFLICT HIERARCHY

- 23.1 Conflicts of the Drawings shall rule as follows:
 - A. Details shall overrule the Drawings.
 - B. COF Standard Details shall overrule Details.
 - C. Special Details shall overrule all.
 - D. Dimensions or Stationing shall overrule scaled measurements.
- 23.2 Conflicts in Bidding Instructions shall rule as follows:
 - A. Special Instructions to Bidders shall overrule Instructions to Bidders.
 - B. Addenda shall overrule Special Instructions.
- 23.3 Conflicts in the Conditions shall rule as follows:
 - A. Supplemental Conditions shall overrule General Conditions.
 - B. Addenda shall overrule Supplemental Conditions.
- 23.4 Conflicts in the Technical Specifications shall rule as follows:
 - A. Special Specifications shall overrule Technical Specifications.
 - B. Special Provisions shall overrule Special Specifications.
 - C. Addenda shall overrule all.
- 23.5 Conflicts between Instructions to Bidders, Drawings, Conditions, and Technical Specifications shall rule as follows:
 - A. All Bidders Instructions shall overrule all Conditions.
 - B. All drawings shall overrule all Bidders Instructions.
 - C. All Specifications shall overrule all Drawings.
 - D. Addenda shall overrule all.

PART XXIV: LAWS

- 24.1 All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract throughout.

PART XXV: PERMITS, FEES, AND REGISTRATION

- 25.1 All contractors and subcontractors that are bidding on portions of work that is residential or commercial in nature and is not an integral part of public infrastructure shall register with the City of Friendswood.
 - A. The registration fee is \$100.00 and is a one (1) time fee.
 - B. All contractors and subcontractors must fill out the "Contractors Registration Form" which can be obtained at the City of Friendswood Building Department.
 - C. All contractors and subcontractors shall provide proof of General Liability insurance.
- 25.2 The following trades must also have in addition to the above:
 - A. General Contractor – the owner shall provide drivers license number and

- contractors license.
- B. Electrical Contractor – the owner shall provide drivers license number and Master License.
 - C. HVAC – the owner shall provide drivers license number and Master License.
 - D. Plumbing - the owner shall provide drivers license number and Master License.
 - E. Irrigation - the owner shall provide drivers license number and Irrigation License.
- 25.3 The trades listed in Paragraph 25.2 of this Section must also apply for their permits (i.e. Building, Electrical, HVAC, Plumbing, and Irrigation) and all fees shall be waived for City projects.

END OF DOCUMENT

DOCUMENT 00085B

ADDENDUM

ADDENDUM NO. 1

Date of Addendum: 2/9/2022

PROJECT NAME: FY2021-2022 CONCRETE STREET MAINTENANCE

PROJECT NO: ST2022C

BID DATE: 2/17/2022

FROM: City of Friendswood
Engineering Department
15355 Blackhawk Boulevard
Friendswood, TX 77546

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and shall be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings may conflict, this Addendum governs.

CHANGE IN NOT TO EXCEED AMOUNT OF CONTRACT

The budget for this project is now \$250,000. The actual work shall still be paid at the unit prices shown on the Bid Sheets for these "on call" services.

CHANGES TO PROJECT MANUAL

1. Replace Section 00002b – Scope of Work in its entirety with the attached replacement.
2. Replace Section 00300B – Unit Price Bid Form in its entirety with the attached replacement.

BIDDING REQUIREMENTS

None

SPECIFICATIONS

None

CHANGES TO DRAWINGS

None

CLARIFICATIONS

None

END OF ADDENDUM NO. 1:

END OF DOCUMENT

SCOPE OF WORK
FY2021-2022 CONCRETE STREET MAINTENANCE

The scope of work consists of, but is not limited to, removing broken sections of existing City streets, performing base repair, and replacing concrete paving. Actual work shall be paid at the unit prices shown on the Bid Sheets. The budget for this project is \$250,000. Contractor shall be responsible for furnishing all materials, labor, supervision, equipment, and incidentals to complete the "on call" service in accordance with the specifications and details discussed below while complying with any applicable codes, ordinances, and regulations. Work shall be completed within the time allotted under the Standard Agreement for Contracting Services.

MSDS sheets must be provided with products where applicable. The concrete mix shall be a 5,000 PSI strength with #5 reinforcing bar. Placement shall comply with the City standards and specifications which can be found at <https://www.ci.friendswood.tx.us/350/Publications-Forms>. City will be responsible for obtaining a material testing lab and payment for all testing. Contractor will be responsible for all failed tests. City will perform all inspections to meet specifications. Contractor shall contact inspector a minimum of 24 hours prior to work being performed.

Driveways will be resurfaced back to the property line, with clean joint at tie-in. The contractor shall retain full responsibility for adjusting all public utilities and arranging all locates within right-of-ways. Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment,/placement to finished grade of street. They shall meet the City Standard Details for design.

The contractor will not be charged for water usage for the project, however will be required to make application and deposit for a construction meter with the Public Works Department to track water usage.

Traffic control within residential areas shall be included in the unit cost. Traffic control for collectors or high traffic roads will be paid for as a separate unit costs as provided on the bid sheets. Street work cannot begin prior to 8:45am and must be clear by 4:30 pm unless prior written approval is given by the city. At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night. Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner. Contractor shall keep work zone clean from any trash or debris caused by construction crews.

END OF DOCUMENT

**DOCUMENT 00300
UNIT PRICE BID FORM**

To: The Honorable Mayor and City Council of the City of Friendswood
City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

Project: FY2021-2022 Concrete Street Maintenance

Project No.: ST2022C

Bid No.: 2022-02

Bidder:

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

PART I: OFFER

- 1.1 Total Bid Price: Having examined the Project location and all matters referred to in the Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document. The Total Budgeted amount for this project is a not to exceed amount of \$250,000.
- 1.2 Security Deposit: Included with the Bid is a Security Deposit in the amount of five percent (5%) on the budgeted amount of \$250,000 Price subject to terms described in Document 00115 – Instructions to Bidders.
- 1.3 Period for Bid Acceptance: This offer is open to acceptance and is irrevocable for sixty (60) days from the Bid Date. That period may be extended by mutual written agreement of the City and the Bidder.
- 1.4 Addenda: All Addenda have been received. Modifications to the Bid Documents have been considered and all related costs are included in the Total Bid Price.
- 1.5 Bid Supplements: The following documents are attached:
 - A. Security Deposit (as defined in Document 00115 – Instructions to Bidders).
 - B. Document 00310 – Child Support Affidavit.
- 1.6 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART II: CONTRACT TIME

- 2.1 The Work shall be Substantially Complete within TWO HUNDRED FORTY (240) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 2.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within TWO HUNDRED FIFTY FIVE (255) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

PART III: CONTRACT PRICE

- 3.1 Total Bid Price has been calculated by the Bidder, using the following component prices and process (Print or Type numerical amounts).
- 3.2 The Total Base Bid Price for the Bid shall be the determining factor for Contract of the successful low Bidder.

PART IV: ACKNOWLEDGEMENT

- 4.1 The undersigned, as the Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Invitation to Bidders, Instructions to Bidders, this Bid Form, the Agreement, the General Conditions, the Supplementary Conditions, the Technical Specifications, the Special Provisions, and the Drawings therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he shall provide all necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract and the Technical Specifications in the manner prescribed herein and according to the requirements of the City's Engineer as therein set forth.
- 4.2 It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form and are considered incidental to the Work.
- 4.3 It is further understood that the quantities of work to be done at the unit prices and materials to be furnished may be considered necessary, in the opinion of the City's Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be

performed at the unit prices set forth below except as provided for in the specifications.

- 4.4 It is further agreed that the lump sum prices may be increased to cover additional work ordered by the City's Engineer or the City, but not shown on the Drawings or required by the Technical Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover the deletion of work so ordered.
- 4.5 Usual disposition of bid securities is cited in paragraph three (3) of Document 00110 – Invitations to Bidders and Part VI – Bid Security in Document 00115 – Instructions to Bidders; however, if bidder, whose bid is accepted by the City fails to execute the Agreement and/or fails to execute a Performance Bond and a Payment Bond within ten (10) days of Notice to Award, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay, and other inconveniences suffered by the City on account of such failure of the Bidder. Further, should the City bring suit in court to enforce any terms of this bid, it is agreed that the Bidder or his surety shall pay to the City the cost and reasonable attorney's fees.
- 4.6 In the event of the award of a contract to the undersigned, the undersigned shall furnish a Performance Bind for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the Work until final completion and acceptance, and shall furnish a Payment Bond in the same amount to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.
- 4.7 The work proposed to be done shall be accepted when fully complete and finished in accordance with the Drawings and Technical Specifications to the satisfaction of the City. The undersigned certified that the bid prices contained in this bid form have been carefully checked and submitted as correct and final.
- 4.8 Unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control. Should bid prices on any item be omitted, the right to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this proposal.
- 4.9 Bidder understands that the City reserves the right to reject any and all bids and to waive any informalities in the bidding. In addition, the City reserves the right to award the Contract on the basis of the Total Base Bid.
- 4.10 Bids shall be good for sixty (60) days from the date of the bid opening.

PART V: UNIT PRICE BID FORMS

5.1 The following forms shall constitute the Bid Forms.

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Estimated Qty.	Unit	Unit Bid Price	Extended Amount
1	Remove Existing 8" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 8" Concrete Paving, 5,000 PSI, Complete In Place.	5,000	SF	\$	\$
2	Remove Existing 6" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 6" Concrete Paving, 5,000 PSI, Complete In Place.	11,485	SF	\$	\$
3	Concrete Joint Rehab and Crack Seal	20,000	LF	\$	\$
4	Remove and Replace Type II, 4" Concrete Curb, 3,000 PSI, 5.5 Sack, Complete In Place	110	LF	\$	\$
5	Remove and Replace Type II, 4" Concrete Curb and Gutter, 3,000 PSI, 5.5 Sack, Complete In Place	250	LF	\$	\$
6	Remove and Replace 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sac, 2" Sand Bed, Complete In Place	800	SF	\$	\$
7	Install New 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sack, 2" Sand Bed, Complete In Place	500	SF	\$	\$
8	Remove Existing Wheel Chair Ramps and Replace with ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$	\$

00300-5

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**UNIT PRICE
BID FORM**

9	Install New ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$	\$
10	Install Sidewalk Drain with ¼" Galvanized Diamond Plate, Complete In Place	1	EA	\$	\$
11	Remove and Replace Types H-2 and B-B Inlet, Complete In Place	10	EA	\$	\$
12	Adjust Manholes Ring and Cover, Complete In Place	10	EA	\$	\$
13	Adjust Water Valve Box and Cover, Complete In Place	10	EA	\$	\$
14	Full sodding, behind curbs and edge of pavement, Complete in Place	500	SF	\$	\$
15	Hydro Mulching, Complete in Place	350	SY	\$	\$
16	Replacement of Loop Detector for Traffic Signal after pavement repair, Complete in Place	3	EA	\$	\$
17	Traffic Control for Collector or high traffic roads only	3	EA	\$	\$

00300-6

5.2 Insert a lump sum figure for each of the alternates listed in TABLE 5.2 – ALTERNATES listed below:

Alternate Number	Alternate Description	Alternate Unit Price
		\$
		\$

All quantities for the above bid items will be determined by measurements taken in the field. All work shall be done in accordance with City of Friendswood Standard Details and Specifications.

It is the intent of the city to evaluate and prioritize each area that becomes identified for repairs prior to requesting the repairs. It is also the intent of the city to identify a sufficient amount of repairs prior to requesting mobilization by the contractor. It shall be the intent of the contractor to respond to each request for mobilization in a timely manner and perform the work as efficiently as possible with minimal inconvenience to the public. Traffic control is considered incidental to the job.

5.3 ADDENDA ACKNOWLEDGEMENT

ADDENDA NUMBER	ADDENDA DATE	DATE RECEIVED	BIDDERS INITIALED
1			
2			
3			
4			
5			

5.4 BID PRICES

A. TOTAL BASE BID _____

PART VI: SIGNATURES

- 6.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Company: _____
(Print Company Name)

Signed: _____
(Authorized Signature)

By: _____
(Print Name)

Title: _____
(Print Title)

ATTEST:

(Seal, if Bidder is a Corporation)

(Mailing Address)

(City, State and Zip Code)

(Delivery Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(email Address)

PART VII: AFFADAVIT

All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to one (1) of the following:

- ☐ I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Name of Bidder: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Signature: _____

SWORN AND SUBSCRIBED by me on this _____ day of _____,
A. D. 20____.

Notary Public in and for _____ County, Texas.

Notary Public Signature

Print or Type Notary Public Name

NOTARY SEAL My Commission Expires: _____

END OF DOCUMENT

00300-10

City of Friendswood

Acknowledgement of Addendums

Date: February 9, 2022

To: Prospective Bidders

From: Bria A. Whitmire, PE, CFM

Re: BID 2022-02 FY2021-2022 Concrete Street Maintenance

This signed document shall be included in the final RFQ submittal. This is to serve as an official acknowledgment any addenda that were issued have been received and the contents understood.

Please list addenda by number and date.

ADDENDUM #1 2-9-2022

Name: 
(signature)

Name: MIKE ARCHER
(printed name)

Name: GREENSCAPES SIX, LLC
(company name)

**DOCUMENT 00300
UNIT PRICE BID FORM**

To: The Honorable Mayor and City Council of the City of Friendswood
City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

Project: FY2021-2022 Concrete Street Maintenance
Project No.: ST2022C
Bid No.: 2022-02
Bidder: GREENSCAPES SIX, LLC

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

PART I: OFFER

- 1.1 Total Bid Price: Having examined the Project location and all matters referred to in the Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document. The Total Budgeted amount for this project is a not to exceed amount of \$1,000,000.
- 1.2 Security Deposit: Included with the Bid is a Security Deposit in the amount of five percent (5%) on the budgeted amount of \$1,000,000 Price subject to terms described in Document 00115 – Instructions to Bidders.
- 1.3 Period for Bid Acceptance: This offer is open to acceptance and is irrevocable for sixty (60) days from the Bid Date. That period may be extended by mutual written agreement of the City and the Bidder.
- 1.4 Addenda: All Addenda have been received. Modifications to the Bid Documents have been considered and all related costs are included in the Total Bid Price.
- 1.5 Bid Supplements: The following documents are attached:
 - A. Security Deposit (as defined in Document 00115 – Instructions to Bidders).
 - B. Document 00310 – Child Support Affidavit.
- 1.6 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART II: CONTRACT TIME

- 2.1 The Work shall be Substantially Complete within TWO HUNDRED FORTY (240) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 2.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within TWO HUNDRED FIFTY FIVE (255) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

PART III: CONTRACT PRICE

- 3.1 Total Bid Price has been calculated by the Bidder, using the following component prices and process (Print or Type numerical amounts).
- 3.2 The Total Base Bid Price for the Bid shall be the determining factor for Contract of the successful low Bidder.

PART IV: ACKNOWLEDGEMENT

- 4.1 The undersigned, as the Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Invitation to Bidders, Instructions to Bidders, this Bid Form, the Agreement, the General Conditions, the Supplementary Conditions, the Technical Specifications, the Special Provisions, and the Drawings therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he shall provide all necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract and the Technical Specifications in the manner prescribed herein and according to the requirements of the City's Engineer as therein set forth.
- 4.2 It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form and are considered incidental to the Work.
- 4.3 It is further understood that the quantities of work to be done at the unit prices and materials to be furnished may be considered necessary, in the opinion of the City's Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be

performed at the unit prices set forth below except as provided for in the specifications.

- 4.4 It is further agreed that the lump sum prices may be increased to cover additional work ordered by the City's Engineer or the City, but not shown on the Drawings or required by the Technical Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover the deletion of work so ordered.
- 4.5 Usual disposition of bid securities is cited in paragraph three (3) of Document 00110 – Invitations to Bidders and Part VI – Bid Security in Document 00115 – Instructions to Bidders; however, if bidder, whose bid is accepted by the City fails to execute the Agreement and/or fails to execute a Performance Bond and a Payment Bond within ten (10) days of Notice to Award, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay, and other inconveniences suffered by the City on account of such failure of the Bidder. Further, should the City bring suit in court to enforce any terms of this bid, it is agreed that the Bidder or his surety shall pay to the City the cost and reasonable attorney's fees.
- 4.6 In the event of the award of a contract to the undersigned, the undersigned shall furnish a Performance Bind for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the Work until final completion and acceptance, and shall furnish a Payment Bond in the same amount to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.
- 4.7 The work proposed to be done shall be accepted when fully complete and finished in accordance with the Drawings and Technical Specifications to the satisfaction of the City. The undersigned certified that the bid prices contained in this bid form have been carefully checked and submitted as correct and final.
- 4.8 Unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control. Should bid prices on any item be omitted, the right to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this proposal.
- 4.9 Bidder understands that the City reserves the right to reject any and all bids and to waive any informalities in the bidding. In addition, the City reserves the right to award the Contract on the basis of the Total Base Bid.
- 4.10 Bids shall be good for sixty (60) days from the date of the bid opening.

PART V: UNIT PRICE BID FORMS

5.1 The following forms shall constitute the Bid Forms.

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Estimated Qty.	Unit	Unit Bid Price	Extended Amount
1	Remove Existing 8" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 8" Concrete Paving, 5,000 PSI, Complete In Place.	5,000	SF	\$ 15.00	\$ 75,000.00
2	Remove Existing 6" Concrete Paving and 6" of Existing Subgrade and Replace with 6" of Cement-Stabilized Sand Subgrade, 1.1 Sacks Per Ton, and Place 6" Concrete Paving, 5,000 PSI, Complete In Place.	11,485	SF	\$ 12.00	\$ 137,820.00
3	Concrete Joint Rehab and Crack Seal	20,000	LF	\$ 5.00	\$ 100,000.00
4	Remove and Replace Type II, 4" Concrete Curb, 3,000 PSI, 5.5 Sack, Complete In Place	110	LF	\$ 22.00	\$ 2,420.00
5	Remove and Replace Type II, 4" Concrete Curb and Gutter, 3,000 PSI, 5.5 Sack, Complete In Place	250	LF	\$ 40.00	\$ 10,000.00
6	Remove and Replace 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sac, 2" Sand Bed, Complete In Place	800	SF	\$ 7.50	\$ 6,000.00
7	Install New 4" Concrete Sidewalk, 3,000 PSI, 5.5 Sack, 2" Sand Bed, Complete In Place	500	SF	\$ 6.25	\$ 3,125.00
8	Remove Existing Wheel Chair Ramps and Replace with ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$ 6,000.00	\$ 6,000.00

00300-5

City of Friendswood

Revised: 10/29/2019

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**UNIT PRICE
BID FORM**

9	Install New ADA Approved Wheel Chair Ramps as per Details, Complete In Place	1	EA	\$ 6,000.00	\$ 6,000.00
10	Install Sidewalk Drain with ¼" Galvanized Diamond Plate, Complete In Place	1	EA	\$ 800.00	\$ 800.00
11	Remove and Replace Types H-2 and B-B Inlet, Complete In Place	10	EA	\$ 5,500.00	\$ 55,000.00
12	Adjust Manholes Ring and Cover, Complete In Place	10	EA	\$ 1,000.00	\$ 10,000.00
13	Adjust Water Valve Box and Cover, Complete In Place	10	EA	\$ 1,000.00	\$ 10,000.00
14	Full sodding, behind curbs and edge of pavement, Complete in Place	500	SF	\$ 1.00	\$ 500.00
15	Hydro Mulching, Complete in Place	350	SY	\$ 5.00	\$ 1,750.00
16	Replacement of Loop Detector for Traffic Signal after pavement repair, Complete in Place	3	EA	\$ 4,000.00	\$ 12,000.00
17	Traffic Control for Collector or high traffic roads only	3	EA	\$ 8,000.00	\$ 24,000.00

5.2 Insert a lump sum figure for each of the alternates listed in TABLE 5.2 – ALTERNATES listed below:

Alternate Number	Alternate Description	Alternate Unit Price
		\$
		\$

All quantities for the above bid items will be determined by measurements taken in the field. All work shall be done in accordance with City of Friendswood Standard Details and Specifications.

It is the intent of the city to evaluate and prioritize each area that becomes identified for repairs prior to requesting the repairs. It is also the intent of the city to identify a sufficient amount of repairs prior to requesting mobilization by the contractor. It shall be the intent of the contractor to respond to each request for mobilization in a timely manner and perform the work as efficiently as possible with minimal inconvenience to the public. Traffic control is considered incidental to the job.

5.3 ADDENDA ACKNOWLEDGEMENT

ADDENDA NUMBER	ADDENDA DATE	DATE RECEIVED	BIDDERS INITIALED
1	2/9/22	2/9/22	
2			
3			
4			
5			

5.4 BID PRICES

A. TOTAL BASE BID \$460,415.00



PART VI: SIGNATURES

- 6.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Company: GREENSCAPES SIX, LLC
(Print Company Name)

Signed: 
(Authorized Signature)

By: MIKE ARCHER
(Print Name)

Title: MANAGING PARTNER
(Print Title)

ATTEST:


(Seal, if Bidder is a Corporation)

7020 FM 3180
(Mailing Address)

BAYTOWN, TX 77523
(City, State and Zip Code)

SAME AS ABOVE
(Delivery Address)

(City, State and Zip Code)

713-714-3500
(Telephone Number)

713-714-1200
(Fax Number)

marcher@greenscapes6.com
(email Address)

PART VII: AFFIDAVIT

All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to one (1) of the following:

- ☒ I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Name of Bidder: GREENSCAPES SIX, LLC

Title: MANAGING PARTNER

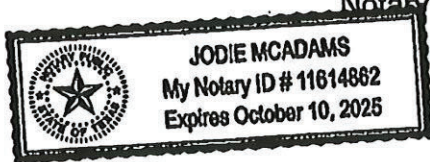
Address: 1055 Cottonwood Trail

City/State/Zip: Baytown, TX 77523

Telephone: 713-714-3500

Signature: *Mike Fisher*

SWORN AND SUBSCRIBED by me on this 16th day of FEB,
A. D. 20 22.



Notary Public in and for CHAMBERS County, Texas.

Jodie McAdams
Notary Public Signature

JODIE MCADAMS
Print or Type Notary Public Name

NOTARY SEAL

My Commission Expires: 10/10/25

END OF DOCUMENT

00300-10

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 7th day of March, 2022, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Greenscapes Six, LLC 7020 FM 3180, Baytown, Texas 77523 (hereinafter called the "CONTRACTOR") acting herein by Mike Archer, Co-President and Founder hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

2021-2022 Concrete Street Maintenance Program (ST2022C)

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Repair and/or Replace Concrete Streets.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The City of Friendswood Engineering Department is the Design Professional on this project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred and Ten (210) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Two Hundred and Twenty Five (225) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City Five Hundred Dollars (\$500) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City Seven Hundred Fifty Dollars (\$750) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00300 – Unit Price Form.
- 5.2 The estimated contract price shall not exceed Four Hundred Thousand Dollars and No Cents (\$400,000) unless one or more change orders are approved, as allowed by law.
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less than the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the

Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00300B – Unit Price Form (Pages 1 through 13 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 9 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00435 – Wage Scale for Engineering Projects.
- 9.7 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.8 Document 00450 – The Contractors Drug-free Workplace Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.

- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond, included herein.
- 9.13 Document 00475 – Payment Bond, included herein.
- 9.14 Document 00500 – General Conditions.
- 9.15 Document 00600 – Supplemental Conditions.
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.17 Addenda as issued, included herein.
- 9.18 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER

THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:
Attention: Bria A. Whitmire, PE, CFM
Projects Coordinator
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:
Attention: Mike Archer
Co-President and Founder
Greenscapes Six
7020 FM 3180
Baytown, Texas 77523

ARTICLE XIII: VENUE

13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIV: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the consultant verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

1. CONTRACTOR is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
2. CONTRACTOR does not boycott Israel; and
3. Will not boycott Israel during the term of this Contract.

EXECUTED on behalf of the Contractor by Mike Archer its Co-President and Founder, shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 5th day of April, 2021.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

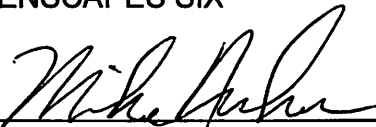
MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

GREENSCAPES SIX

BY: 

CO-PRESIDENT AND FOUNDER

DATE: 2/23/2021

ATTEST:

CITY SECRETARY

ATTEST:



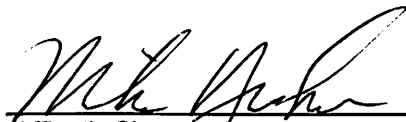
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

DOCUMENT 00430
AFFIDAVIT OF INSURANCE

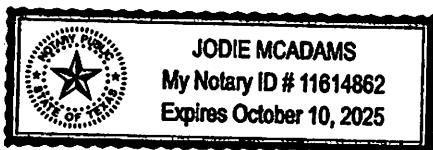
BEFORE ME, the undersigned authority, on this day personally appeared MIKE ARCHER, who being by me duly sworn on their oath stated that HE is MANAGING PARTNER of GREENSCAPES SIX, LLC, a representative of the Contractor named and referred to within the Contract Documents; that they are fully competent and authorized to give this affidavit and that the attached original insurance certificate(s) truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

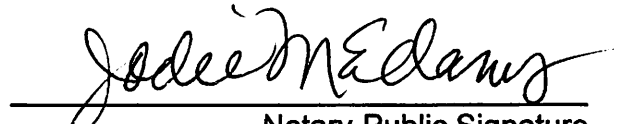

(Affiant's Signature)

2/23/2022
(Date)

SWORN AND SUBSCRIBED by me on this 23RD day of FEBRUARY,
A.D. 2022.

Notary Public in and for CHAMBERS County, TEXAS.




Notary Public Signature

NOTARY SEAL

JODIE MCADAMS
Print or Type Notary Public Name

My Commission Expires: 10/10/2025

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2022

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

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

PRODUCER Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591		CONTACT NAME: John (JD) Weinel PHONE (A/C, No, Ext): (409) 934-8000 E-MAIL: jd.weinel@texasfirst.insurance FAX (A/C, No): (409) 935-1883	
INSURED Greenscapes Six, LLC 7020 FM 3180 Rd Baytown TX 77523		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company INSURER B: Imperium Insurance Company INSURER C: Commerce & Industry Company INSURER D: Service Insurance Group INSURER E: INSURER F:	
		NAIC # 20141	

COVERAGES

CERTIFICATE NUMBER: 21-22 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:				03/27/2021	03/27/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				03/27/2021	03/27/2022	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB						Underinsured motorist \$ 1,000,000
	☐ OCCUR ☐ CLAIMS-MADE						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
	DED RETENTION \$				03/27/2021	03/27/2022	AGGREGATE \$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A		03/27/2021	03/27/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater						Any One Item \$50,000
					27/2021	03/27/2022	Any One Occurrence \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ST2021C Concrete Street Maintenance - The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Excess Liability policy follows form to underlying liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Friendswood 15355 Blackhawk Blvd Friendswood TX 77546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**DOCUMENT 00435
WAGE SCALE FOR ENGINEERING CONSTRUCTION**

PART I: GENERAL

- 1.1 As required by Chapter 2258, Subchapter A, Government Code, Building and Procurement Commission, Vernon's Texas Civil Statutes, the City has ascertained local prevailing wage rates for the type of any Civil or Utility work to be performed under the Contract. The Classification and Minimum Rates are appended to this Document in the following pages and made part of the Contract Documents.
- 1.2 The Amended Article further provides that the Contractor shall forfeit, as a penalty, to the City, Sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is not paid the stipulated wage for the type of work being performed by him as set up in the wage scale. The City is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor. The Act makes the Contractor responsible for the acts of the subcontractors in this respect.
- 1.3 The Article likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker and these records are open to the inspection of the City.
- 1.4 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.5 The hourly cost of salary for non-exempt workers for labor in excess of forty (40) hours per worker per week shall be calculated at one and one-half (1.5) times the worker's base pay.
- 1.6 The wage scale for engineering construction is to be applied to all site work greater than five (5) feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.7 Wages listed below are taken from the Department of Labor, Employment Standards Administration, General Decisions.
 - A. General Decision for Highway Construction.
 - B. General Decision for Heavy Construction.

PART II: WAGE CLASSIFICATION

- 2.1 Labor Classification and Prevailing Minimum Wage Rates shall be the latest rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act.
- 2.2 Wage rate decisions as attached.

END OF DOCUMENT

**DOCUMENT 00445
ALCOHOL AND DRUG FREE WORKPLACE**

The following document is the Alcohol Policy for the City of Friendswood.

15.09 (I) ALCOHOL AND DRUG FREE WORKPLACE POLICY AND PROCEDURE

**CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE**

I. POLICY STATEMENT

In order to effectuate an alcohol and drug free workplace, the following general policy statements are hereby adopted:

- A. Employees shall not be permitted to report to work while under the influence of alcohol or drugs, or to possess or transfer drugs or alcohol to any person while on duty. Provided however, this policy statement shall not be construed to apply to members of the City Police Department or Emergency Medical Technicians when their duties require the lawful possession of seized alcohol or drugs, or the transport thereof.
- B. Employees who are reasonably suspected of being under the influence of alcohol or drugs shall be prohibited from engaging in further work, and shall be subject to immediate testing in accordance with the procedures herein established.
- C. In recognition of serious duties and responsibilities entrusted to employees of the City and that use of alcohol or drugs hinder one's ability to perform and fulfill such duties and responsibilities, these policies are adopted to establish guidelines for the detection and deterrence of alcohol and drug abuse.
- D. When applying the policies contained herein, Management should always focus on the ability of the employee to prosecute his work. Tests and procedures outlined herein are only intended as tools to assist Management, not as a replacement of Management's responsibilities over employees in the performance of their duties.

II. PURPOSE OF POLICIES

The purpose of the alcohol and drug free workplace policies contained herein is as follows:

- A. To promote and maintain a safe, healthy, and productive work environment for all city employees.
- B. To ensure the safe and efficient delivery of services to the citizens of the city.
- C. To eliminate the abusive use of alcohol, illegal drugs, prescription drugs, or any other substance which could impair an employee's ability to perform safely and effectively the functions of any given job; and
- D. To establish compliance by the city with any and all state and federal rules and regulations relating to the establishment and maintenance of an alcohol and drug free workplace.

III. DEFINITIONS

For the purpose of these policies the following words, terms, and phrases shall have the meanings ascribed thereto:

- A. **"Alcohol"** means any beverage that contains ethyl alcohol (ethanol), including but not limited to, beer, wine and distilled spirits.

00445-1

- B. **“Biological Testing”** or **“chemical testing”** or **“drug testing”** means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting alcohol or drugs.
- C. **“Chain of custody”** means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen to collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time to collection to receipt by the laboratory and that upon receipt of the laboratory an appropriate chain of custody form(s) account for the sample or sample aliquot within the laboratory. Chain of custody forms shall, at minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- D. **“Collection site”** means a place where individuals present themselves for the purpose of providing body fluids or tissue samples to be analyzed for specified controlled substances. A collection site will have all necessary personnel, materials, equipment, facilities and supervision to provide for collection, security, temporary storage, and transportation or shipment of the samples to a laboratory.
- E. **“Collection site person”** means a person who instructs and assists individuals as a collection site and who receives and makes initial examination of the specimens provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
- F. **“Contract vendor”** means an independent testing or administrative agency engaged for the purpose of implementing one or more procedures in the collection or testing of employees for alcohol or drug use.
- G. **“City Premises”** or **“City Facilities”** means all property of the City including, but not limited to, buildings and surrounding areas on City-owned or leased vehicles and equipment wherever located. It also includes premises where the city performs contract services.
- H. **“Confirmatory test”** means a second analytical procedure to identify the presence in urine specimen of a specific drug or metabolite which is independent of initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmatory test method.
- I. **“Contraband”** means any article, the possession of which on City premises or while on City business,, causes as individual to be in violation of a City work rule. Contraband includes illegal drugs and alcohol beverages and drug paraphernalia.
- J. **“Controlled Substances”** means all substances listed in Schedule I through V of the Controlled Substances Abuse Act as those schedules may be revised from time to time.
- K. **“Drug”** means any substance that is a controlled substance.
- L. **“Employee”** means an employee, contractor, subcontractor, agent, officer, or representative of the City.
- M. **“Illegal Drug”** means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not being used for the prescribed purpose; and over-the-counter drug being used at a dosage level different than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer or being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal

- drugs are Cannabis substance such as marijuana and hashish, cocaine, heroin, phencyclidine (PCP), and so –called designer drugs and look-alike drugs.
- N. **“Initial test” or “screening test” or “preliminary test”** means in the context of drug detection an immunoassay screen to eliminate negative uria specimens from further consideration. In the context of alcohol detection, these terms mean an analysis of breath or saliva specimens for the purpose of eliminating negative specimens from further consideration.
- O. **“Legal drug”** means any prescribed drug or over-the-counter drug, which has been legally obtained and is being used for the purpose of which prescribed or manufactured.
- P. **“Medical practitioner”** means a licensed physician.
- Q. **“Under the Influence”** means any detectable trace or amount.

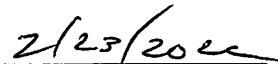
**CONTRACTOR'S CERTIFICATION FOR COMPLIANCE TO
THE CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE POLICIES**

This is to certify that the officers and operating management of GREENSCAPES SIX, LLC have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Texas Alcohol and Drug Free Workplace policies, and the implementing procedures related thereto.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated MARCH 7TH, 2022 by and between the aforescribed and the City of Friendswood, Texas.



MIKE ARCHER
MANAGING PARTNER



Date

END OF DOCUMENT

DOCUMENT 00450

CONTRACTOR DRUG FREE WORKPLACE

Drug-Free Workplace

GREENSCAPES SIX, LLC is committed to providing a work environment that is free from alcohol and illegal drugs, and prescription or over-the-counter drugs that impair the performance of essential job functions or increase risk of injury, death, or property loss. The costs of alcohol and drug abuse are staggering and are manifested by accidents, tardiness, absenteeism, property damage, increased occupational injury costs, increased health insurance costs, decreased productivity, the cost of replacing and retraining new employees, and employee theft. In an effort to minimize the effects of alcohol and drugs in the workplace, GREENSCAPES SIX, LLC has adopted the following policy.

A. The following are prohibited:

- i. Purchase, use, possession, distribution or being under the influence of alcohol on GREENSCAPES SIX, LLC or client property, during working hours or at any time while on GREENSCAPES SIX, LLC business.

- ii. Purchase, sale, possession, use, manufacture, distribution or being under the influence of any illegal drug at any time during your employment by GREENSCAPES SIX, LLC; or
 - iii. Use or being under the influence of any prescription or non-prescription (over the counter) drug that may adversely affect your performance of the essential functions of your job or increase the risk of injury, death or property loss of you or others.
 - iv. Purchase, sale, use, distribution or possession, during working hours or while on company business, of any drug paraphernalia, including, but not limited to, any tools, equipment, supplies or materials used, designed or intended for the illegal or improper use of any drug.
 - v. Reporting to or being at work with a measurable quantity of any alcohol, drug, intoxicant or narcotic in the blood or urine (except for any prescribed or over-the-counter drug of the type and at a level determined in the sole opinion of GREENSCAPES SIX, LLC or its designee as neither interfering with performance of essential job functions nor increasing the risk of injury, death or property loss of you or others).
- B. Any employee of GREENSCAPES SIX, LLC who at any time during his or her employment with GREENSCAPES SIX, LLC is charged with, or convicted of, violating any law, the basis of which violation in any way involves the use or being under the influence of alcohol or any drug shall immediately report the charge or conviction to his or her immediate supervisor or any company official and in all cases, no later than the beginning of the next work day.

Violation of any part of this policy (or any change or conviction described in “B”) may result in disciplinary action, up to and including termination of employment.

Smoking

Smoking is only permitted in those places and at those times designated by GREENSCAPES SIX, LLC. Do not smoke near any area where flammable or combustible materials, such as solvents, are used or stored. Other rules regarding smoking may apply depending on your work location. If you have any questions, ask your supervisor.

Confidentiality of Information

Confidential information of GREENSCAPES SIX, LLC, of any nature and in any form whatsoever, including, but not limited to, all data or information that is competitively sensitive or is not generally known or available to the public, client lists and files, and personnel records and data, shall be kept confidential and private and shall not be removed from GREENSCAPES SIX, LLC premises without prior written authorization of GREENSCAPES SIX, LLC. Such confidential information shall only be used for the benefit of GREENSCAPES SIX, LLC and its interests.

END OF DOCUMENT

**DOCUMENT 00455
CONSTRUCTION STORM PREPARATION POLICY**

PART I: GENERAL

- 1.1 The City of Friendswood has instituted a storm preparation policy to help protect citizens and property from damage due to loose construction materials driven by storm winds. Storms covered by this policy may be tropical disturbances, hurricanes, and systems of disturbed weather associated with weather front movements.
- 1.2 Storms from the Gulf of Mexico and systems of disturbed weather associated with fronts are preceded by a warning system from the National Weather Service that allows some time to prepare.

PART II: DEFINITIONS

2.1 WATCH

- A. A National Weather Service notice indicating that a particular hazard is possible, i.e., that conditions are more favorable than usual for its occurrence. A watch is a recommendation for planning, preparation, and increased awareness (i.e., to be alert for changing weather, listen for further information, and think about what to do if the danger materializes).

2.2 WARNING

- A. A notice issued by the National Weather Service local offices indicating that a particular weather hazard is either imminent or has been reported. A warning indicates the need to take action to protect life and property. The type of hazard is reflected in the type of warning (e.g., tornado warning, hurricane warning, etc.)

2.3 GALE AND STORM WARNINGS

- A. Gale warning may be issued when winds of 39-54 miles an hour (34-47 knots) are expected. Storm Warnings may be issued when winds of 55-73 miles an hour (48-63 knots) are expected. If a hurricane is expected to strike a costal area, gale or storm warnings will not usually precede hurricane warnings.

2.4 HURRICANE ADVISORY

- A. A notice issued by the National Hurricane Center, numbered consecutively for each storm, describing the present and forecasted position and intensity. Advisories are issued at six (6) hour intervals at midnight, 6 a.m., noon, and 6 p.m., Eastern Daylight Time. Bulletins provide additional information. Each message gives the name, eye position, and intensity and forecast movement of the storm.

2.5 HURRICANE WATCH

- A. An announcement added to a hurricane advisory that hurricane conditions pose a possible threat to a specified coastal area within thirty-six (36) hours. A watch is used to inform the public and marine interests of the storms location and intensity, and movement.

2.6 HURRICANE WARNING

- A. A warning added to a hurricane advisory that sustained winds of 74 mph (64 knots) or higher associated with a hurricane are expected in a specified coastal area within twenty-four (24) hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. A warning is issued to inform the public and marine interest of the storms location, intensity, and movement. The NHC chooses a distance of approximately 300 miles.

2.7 SEVERE THUNDERSTORM WATCH

- A. A notice that severe thunderstorms are possible in your area.

2.8 SEVERE THUNDERSTORM WARNING

- A. A notice that severe thunderstorms are occurring.

PART III: EXECUTION

3.1 PHASE 1 – ALERT/WATCH PHASE

- A. This phase shall go into affect with a call and Fax from the City of Friendswood to the Contractor. The Contractor's superintendent on site shall also be informed and the Project Manager shall go over the steps that shall to be taken. This shall be initiated when The National Weather Service issues a watch or warning indicating a Gulf storm system or a severe weather front exists and poses a "potential" threat to the Friendswood area.
- B. The following actions shall be taken during an Alert/Watch Phase:
 - 1. The Contractor shall immediately undertake cleanup operations at the job site.
 - 2. Make preparations to remove all debris and trash from the site.
 - 3. Stack and secure other materials that are subject to wind movement.
 - 4. Make preparations to back-fill all excavations and secure all equipment.
 - 5. Secure all facilities such as trailers, port-a-cans, tool sheds, etc.
 - 6. Doors and windows are to be closed and locked.

3.2 Phase 2 – Threat / Warning Phase

- A. When Friendswood is within the predicted impact area as in the path of a severe weather front, or in the path of a hurricane, additional preparation must be made. Phase Two (2) shall go into affect with a second (2nd) call from the City of Friendswood to the contractor.
- B. The following action shall be taken during a Threat/Warning Phase:
 - 1. The Contractor shall immediately suspend ALL building operations.
 - 2. All materials shall be tied down to resist the reported National Weather Service probable winds. Always assume the worst-case wind.
 - 3. Any materials that are not tied down shall be stored in heavy containers or carried off the job site.
 - 4. If structures are partly finished, storm bracing shall be added to withstand the probable storm winds.
 - 5. All windows are shall protected from flying debris and wind damage.
 - 6. All equipment shall be stored or removed from the job site to a safe

- place.
- 7. Trailers, port-a-cans, and any other facilities shall be tied down.
- 8. All excavations shall be covered.
- 9. All incomplete work shall be stabilized.
- 10. Take necessary precautions against rising water – some sites may be in flood prone areas.

3.3 TRAFFIC CONTROL DEVICES

- A. All Traffic Control devices for the project shall be in place and in good condition. Traffic Control Devices are **NOT** to be secured or extra weight added to hold them in place. Traffic Control Devices are to remain as originally placed and within the guidelines of the TMUTCD.
- B. All Traffic Control signage shall be cleaned for visibility, and if not up to current TMUTCD standards shall be replaced.

3.4 NOTIFICATION CONTACTS

- A. Each Contractor shall provide and maintain a contact name and two Alternates with day and night telephone numbers to The City of Friendswood for these emergency notifications.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**CONSTRUCTION STORM
PREPARATION POLICY**

This is to certify that the officers and operating management of GREENSCAPES SIX, LLC have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Storm Policy, and the implementing procedures related thereto. The emergency contacts listed below have been given copies of this policy and instructed in the procedures contained herein.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated MARCH 7, 2022 by and between the aforescribed and the City of Friendswood, Texas.


Signature

MIKE ARCHER
Print Name

GREENSCAPES SIX, LLC
Company Name

COMPANY CONTACTS:

LUKE KINCAID
Contact #1 Name

JERAT PERRINO
Contact #2 Name

713-492-7252
Daytime Phone Number

281-794-8084
Daytime Phone Number

SAME
Nighttime Phone Number

SAME
Nighttime Phone Number

JOEY TAYLOR
Contact #3 Name

832-264-1213
Daytime Phone Number

SAME
Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

Jildardo Arias, PE, CFM
Director of Engineering
(281) 993-3411

Contact #2 Name

Bria Whitmire, PE, CFM
Project Coordinator
(281) 996-3208

Contact #3 Name

Rick Watkins
Project Manager
(281) 996-3292

Any nighttime contact will be made via Police Department Dispatch at (281) 996-3300.

END OF DOCUMENT

**DOCUMENT 00460
HAZARDOUS COMMUNICATIONS PROGRAM
REQUIREMENT AGREEMENT
For Contractors Performing Work Under Contract**

PART I: GENERAL

Whereas, the City of Friendswood desires to comply with the Texas Hazard Communications Act of the Health and Safety Code, provide and maintain a safe and healthy work environment for its employees, citizens and contractors and to provide for the free access to and communication of information pertaining to the use and storage of materials in the workplace; and

Whereas, the City of Friendswood wants to ensure that its contractors do the same.

Accordingly, the City of Friendswood's Hazard Communications Program maintains a list of all materials stored or used within its sites and facilities. Additionally, the City maintains and updates its inventories of MSDS on a routine basis so as to provide its employees, citizens and contractors with the most accurate and up-to-date information pertaining to materials that an employee or contractor might come into contact with during the course of normal operations.

The City acknowledges its obligations under these States and federal laws to make any and all such information available to the contractor, his employees, vendors and sub-contractors for sites or facilities within which its contractors, their employees, vendors and sub-contractors are engaged in work.

It is hereby understood and agreed that Greenscape Six, LLC, performing the work of the contract for FY2021-2022 Concrete Street Maintenance, shall provide and maintain, within the limits of all applicable laws, a satisfactory job-site Hazard Communications program including, but not limited to, an Employer Right to Know information center, which shall have a Hazard Communication Information Binder for all chemicals, materials and substances that are required for, used, stored, or incorporated into the work of the contract and a Workplace chemical list.

The Contractor shall retain all legal responsibility for providing and maintaining this center and providing accurate and an up-to-date list of all such materials chemicals and substances and the appropriate Material Safety Data Sheets (MSDS) throughout the duration of the contract or as long as the Contractor's forces, materials, substances or chemicals remain or continue to be stored on site.

The Contractor further agrees to notify the City's representative in advance if any of the work requires the use of or storage of any "hazardous chemical."

The terms and conditions of this agreement shall remain a part of the Contract and in force whether attached to the Contract or not.

PART II: DEFINITIONS

2.1 "Contractor"

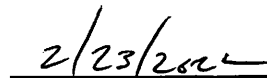
00460-1

- A. Any entity legally contracted with the City of Friendswood for the purpose of providing services or goods of any nature in exchange for monetary consideration.
- 2.2 "Duration of Contract"
- A. The agreed contract time as defined and amended by the terms of the agreement.
- 2.3 "Employee vendor and sub-contractor"
- A. Means a person or group who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies, and includes a person working for this state, a person working for a political subdivision of this state, or a member of a volunteer emergency service organization
- 2.4 "Hazardous chemical" or "chemical"
- A. Means an element, compound, or mixture of elements or compounds that is a physical hazard or health hazard as defined by the OSHA standard in 29 CFR Section 1910.1200(c), or a hazardous substance as defined by the OSHA standard in 29 CFR Section 1910.1200(d)(3), or by OSHA's written interpretations. A hazard determination may be made by employers who choose not to rely on the evaluations made by their suppliers if there are relevant qualitative or quantitative differences. A hazard determination shall involve the best professional judgment.
- 2.5 "Material Safety Data Sheet" ("MSDS")
- A. Means a document containing chemical hazard and safe handling information that is prepared in accordance with the requirements of the OSHA standard for that document.
- 2.6 "Workplace chemical list"
- A. Means a list of hazardous chemicals developed under Section 502.005(a) of the Texas Health and Safety Code.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated MARCH 7, 2022 by and between the aforescribed and the City of Friendswood, Texas.



MIKE ARCHER
MANAGING PARTNER



Date

END OF DOCUMENT

00460-2

**DOCUMENT 00465
CITY OF FRIENDSWOOD
HOMELAND SECURITY ISSUES
FOR
CITY'S CONTRACTORS**

On October 8, 2001 the President of the United States established the Department of Homeland Security. The Department of Homeland Security implemented the National Strategy for Homeland Security on October 8, 2002. Providing Homeland Security for potable water systems is a federally mandated requirement for Owner/Operators of public water systems as evidenced in Homeland Security Presidential Directive HSPD-7 on December 17, 2003. The City of Friendswood has accepted this responsibility to protect the potable water system that serves its customers.

The responsibility to maintain a secure site falls upon the Contractors working at or on water system improvements. Unfortunately this responsibility has not always been accepted and maintained by the City's Contractors.

The City is very serious about it's responsibilities to protect the potable water system. Contractors that do not maintain secure sites, per instructions from the City, shall be subject to financial and civil legal action provided by the Contract and the Judicial System. Contractors that repeatedly fail to maintain a secure site may be locked out of the site until they comply with all the requirements of securing the site.

The City has the right to have security provisions implemented and to deduct said cost from the Contract as a last resort.

For the purpose of this document the meaning of secure is as follows: Reducing the vulnerability of critical infrastructure or key resources in order to deter, mitigate or neutralize terrorist attacks.

At a minimum the contractor shall enclose such areas with a fence and padlock so that access to such areas is not easily accomplished.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated MARCH 7, 2022 by and between the aforescribed and the City of Friendswood, Texas.



MIKE ARCHER
MANAGING PARTNER

2/23/2022
Date

END OF DOCUMENT

00465-1

**DOCUMENT 00470
PERFORMANCE BOND**

Bond Number: [REDACTED]

THAT WE, Greenscapes Six, LLC, as Principal, hereinafter called Contractor, and the other subscriber hereto, SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Two Hundred Fifty Thousand dollars and No/100 cents (\$250,000.00), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for FY2021-2022 Concrete Street Maintenance, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses, and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound until date of final completion as shall be expressed and set out in the terms and conditions of the Contract, and suit on said bond may be brought up until the first anniversary of the date of said final completion, or abandonment or termination of the public work contract as is provided for in Chapter 2253.078(a), Texas Government Code, as may be amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever securing compliance on the part of the Contractor with the terms of the Contract, and Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work,

00470-1

City of Friendswood

Revised: 10/29/2019

which is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by the Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any changes in the Contract Documents and in the Work to be done there under, as provided in the Contract and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder, and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will full indemnify, defend, and save harmless the City from any liability, loss, cost, expense, or damage arising out of the Contractor's performance of the Contract.

If the City gives the Surety notice of the Contractors default, Surety shall, within forty-five (45) days take one (1) of the following actions:

1. Arrange for the Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume the completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce and remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

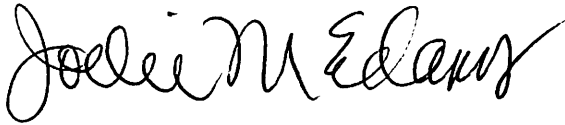
Notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PERFORMANCE
BOND**

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:



Greenscapes Six, LLC

Name of Contractor



Signature

Name: **MIKE ARCHER**

Title: **MANAGING PARTNER**

ATTEST SEAL:



SureTec Insurance Company

Full Name of Surety

9737 Great Hills Trail, Suite 320

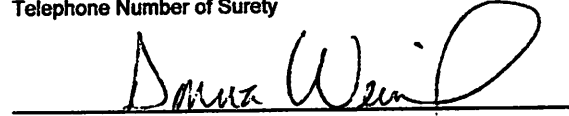
Address of Surety for Notice

Austin, Texas 78759

City, State and Zip Code of Surety for Notice

(866) 732-0099

Telephone Number of Surety



Signature

Name: **Donna Wein**

Title: **Attorney-in-Fact**

Date: **March 7, 2022**

END OF DOCUMENT

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Mark Smith, G. C. Blystone Jr., Betty A. Bush, Donna Weinel, Chase Wortham, Jennifer Mitchell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of July, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



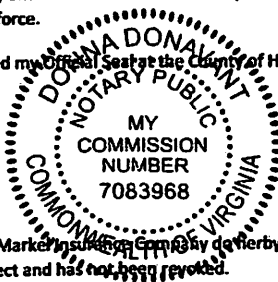
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 27th day of July, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

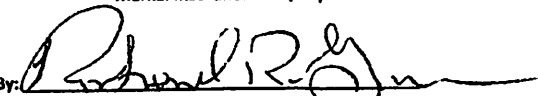
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of March, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221124
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**DOCUMENT 00475
PAYMENT BOND**

Bond Number: [REDACTED]

THAT WE, Greenscapes Six, LLC, as Principal, hereinafter called Contractor, and the other subscriber hereto, SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Two Hundred Fifty Thousand dollars and No/100 cents (\$250,000.00), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for FY2021-2022 Concrete Street Maintenance , all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void and shall no further force and affect; otherwise the same is to remain in full force and effect;

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PAYMENT
BOND**

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Jollee Medans

Greenscapes Six, LLC

Name of Contractor

Mike Archer

Signature

Name: MIKE ARCHER

Title: MANAGING PARTNER

ATTEST SEAL:

Patsy Beale

SureTec Insurance Company

Full Name of Surety

9737 Great Hills Trail, Suite 320

Address of Surety for Notice

Austin, Texas 78759

City, State and Zip Code of Surety for Notice

(866) 732-0099

Telephone Number of Surety

Donna Wein

Signature

Name: Donna Wein

Title: Attorney-in-Fact

Date: March 7, 2022

END OF DOCUMENT

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Mark Smith, G. C. Blystone Jr., Betty A. Bush, Donna Weinel, Chase Wortham, Jennifer Mitchell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of July, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



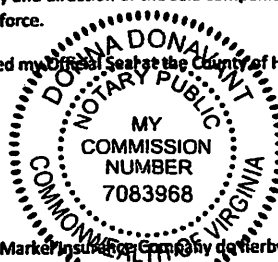
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 27th day of July, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

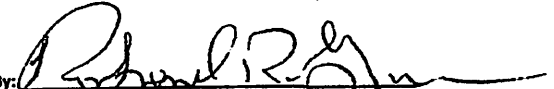
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of March, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

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Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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SureTec Insurance Company

2103 CityWest Blvd., Suite 1300

Houston, TX 77042

(888) 344-3362

CHANGE RIDER

To be attached to and form a part of:

Bond Number: [REDACTED]

Principal: Greenscapes Six, LLC

Obligee: City of Friendswood, Texas

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

Bond Amount is Changed: From: \$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100
To: \$400,000.00 (Four Hundred Thousand Dollars and No/100

Effective date of rider: March 7, 2022

All other terms and conditions shall remain the same.

Signed and sealed this 7th day of March, 2022.

SureTec Insurance Company

By: _____

Signature

Name: Donna Weinel
Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

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SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

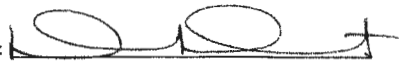
By: 
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Commonwealth of Virginia
County of Henrico SS:

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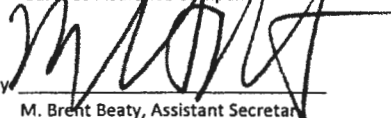


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

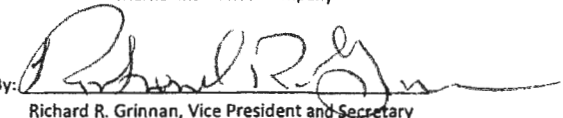
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SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

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Fax#: 512-490-1007
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Email: ConsumerProtection@tdi.texas.gov

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**SECTION 00500B
GENERAL CONDITIONS
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1. THE AGREEMENT AND THE CONTRACT DOCUMENTS

The Drawings, Technical Specifications and Addenda, enumerated in the Agreement, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms, as used in this Contract, are respectively defined as the following:

- A. "ADDENDA": Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes the Bid Documents.
- B. "ALTERNATE": The total amount bid for additions to the Work, as described in Section 01110 - Summary of Work. Each Alternate includes cost of effects on adjacent or related components, and Bidder's overhead and profit.
- C. "APPARENT LOW BIDDER": The bidder at the time of the bid opening who has the lowest documented bid before tabulation of the Bid Form.
- D. "BID": A complete and properly signed offer or proposal on Document 00300B – Unit Price Form or Document 00305B – Total Stipulated Price Form, setting forth price for the Work that shall be performed.
- E. "BID DATE": The date and time set for receipt of Bids as stated in Documents 00110B – Invitation to Bidders and 00115B – Instructions to Bidders, or as modified by Addenda.
- F. "BID DOCUMENTS": The Project Manual, the Drawings, and Addenda.
- G. "BIDDER": The person or firm who submits a Bid to the City.
- H. "CHANGE ORDER": A document which is signed by the Contractor and the City which authorizes an addition, deletion, or revision to the Work or an adjustment of the Contract Price or the Contract Time.
- I. "CITY": The City of Friendswood, Texas.
- J. "CODE": The City of Friendswood Code of Ordinances (CFCO).
- K. "CONSTRUCTABILITY REVIEW": A review and analysis by a Construction Professional of the Contract Documents and Drawings to report any errors, omissions, or inconsistencies that would prevent the project from being constructed according to the Contract Documents and Drawings.
- L. "CONTRACT DOCUMENTS": Those documents so designated Article IX of Document 00400 – Standard Agreement for Contracting Services.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the Contract Documents and as stated in Article V of Document 00400 – Standard Agreement For Contracting.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in Article III of Document 00400 – Standard Agreement For Contracting Services.
- O. "CONTRACTOR": A person, firm, or corporation with whom the Contract is made with the City.

- P. "DESIGN PROFESSIONAL": The individual or entity, either Engineer or Architect, with whom the City contracted for design and construction of the Work and named as such in Article II of Document 00400 – Standard Agreement For Contracting Services.
- Q. "DRAWINGS": The part of the Contract Documents prepared and/or approved and sealed by the Engineer which graphically shows the scope, extent, and character of the Work to be performed.
- R. "FINAL COMPLETION": The time at which all punch list items, start up procedures and other Closeout functions have been completed by the Contractor and verified by the Project Manager and recommends Final Acceptance of the Work to the City Council, and to release the Final Payment to the Contractor.
- S. "LOW BIDDER": The Bidder that submits a Bid with lowest Total Bid Price and has been verified by Bid Tabulation.
- T. "PROJECT MANAGER": The person designated by the City to represent the City during bidding, post-bid, and construction periods.
- U. "PROJECT MANUAL": A volume assembled for the Work that includes the bidding requirements, sample forms, the Conditions of the Contract, and the Technical Specifications.
- V. "SECURITY DEPOSIT": A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the Total Bid Price.
- W. "SUBCONTRACTOR": A person, firm or corporation supplying labor and materials or only labor for the Work, and under a separate Contract Agreement with the Contractor.
- X. "SUBSTANTIAL COMPLETION": The time as specified in Paragraph 3.1 of Document 00400 – Standard Agreement For Contracting Service, at which time the Work has progressed to a point whereas the Work is sufficiently complete so that the Work, at the City's discretion, can be utilized and/or occupied.
- Y. "SUCCESSFUL BIDDER": The lowest responsible bidder to whom the City awards the Contract.
- Z. "SUPPLEMENTAL CONDITIONS": The part of the Contract Documents which amends or supplements the General Conditions.
- AA. "TECHNICAL SPECIFICATIONS": The City of Friendswood Technical Specifications (CFTS) and all other Specifications added to the Project Manual by the Design Professional for necessary completion of the Work.
- AB. "TOTAL BID PRICE": The total amount bid for performing the Work as identified by Bidder and including any and all alternates and allowances.
- AC. "WORK": The entire construction required to be provided under the Contract Documents which includes, but is not limited to, performing or providing labor, services, documentation and the furnishing, installation and incorporation of materials and equipment as required by the Contract Documents.
- AD. "WORKING DAY": Any calendar day from Monday through Friday, excluding City Holidays, in which four (4) or more consecutive hours of work on the Critical Path can be performed between the hours of seven (7) A.M. and eight (8) P.M. inclusive.

3. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Contract, or if the Contract shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished Documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the virtue of any breach of the Contract by the Contractor, and the City shall withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

City also has the right to breach the Contract by anticipated repudiation if the rate of progress of the Work is so behind that the Contractor cannot finish on time.

4. PERSONNEL

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the Work under the Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All work required hereunder shall be performed by the Contractor or under his supervision and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the Work covered by this Contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

5. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the City shall require, shall furnish the City such periodic reports as it may request pertaining to the Work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal.

These records shall be made available for audit purposes to the City or any authorized representative, and shall be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the City.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. COPYRIGHT

No report, maps, or other Documents produced in whole in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations, and codes of federal, state, and local governments relating to performance of the Work herein, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. The Contractor shall also comply with Document 00455 – Construction Storm Preparation Policy.

Failure of the Contractor to comply with all federal, state, and local applicable laws, ordinances, rules, order, regulations and codes, whether through lack of knowledge or negligence, does not relieve the Contractor to bring the Work into compliance at no additional cost to the City.

10. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City, and no other officer, employee or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

12. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his

services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enhanced herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.

14. CERTIFICATES AND PERMITS

Except for required permits issued by the City, which shall be issued at no cost to the Contractor, the Contractor shall secure, at their own expense, from other public authorities all necessary certificates, licenses, approvals and permits required in connection with the Work of this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. It is the duty of the Contractor to know and find out what permits are needed. The Contractor shall pay all fees and charges incident to the due and lawful prosecution of the Work of this Contract, and any extra work performed by the Contractor.

15. GUARANTEE OF WORK

- A. Neither the Notice of Final Completion, the Final Payment nor any other provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor guarantees and warrants that all materials and equipment which are to become part of the Work shall be new unless otherwise specified and that all work shall be of good quality and free from faults and defects and in accordance with the Contract Documents and of any inspections, tests or approvals required by the Contract Documents, law, ordinance, rules, regulations or orders of any public authority having jurisdiction. The City shall give notice of observed defects within reasonable promptness.
- B. Neither observations by the City's Design Professional nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract.
- C. The provisions of this paragraph shall be cumulative of and not in limitation of the responsibility of the Contractor for defects in the Work or materials or damages resulting therefrom as otherwise provided by the law of the State of Texas or this Contract, including, without limitation, the implied warranty of fitness of the Work and the implied obligation to perform the Work in a good and workmanlike manner.

16. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor shall be furnished additional instructions and detail drawings as necessary to carry out the Work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and shall be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the City's Design Professional shall jointly (a) a schedule, fixing the dates at which special drawings will be required, such drawings, if any, to be furnished by the City's Design Professional in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each schedule to be subject to change from time to time in accordance with the progress of the Work.

17. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the City's Design Professional two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the City's Design Professional and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the City's Design Professional with two (2) corrected copies. Regardless of corrections made in or approval given to such drawings by the City's Design Professional, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Drawings and Technical Specifications, unless the Contractor notifies the City's Design Professional in writing of any deviations at the time such drawings are furnished.

18. MATERIALS, SERVICES, AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendents, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- B. Any work necessary to be performed after regular working hours on Saturdays, Sundays or legal City Holidays shall be performed without any additional expense to the City. Such work shall only be performed after written notice is given to and approval given by the City. Notice shall be a minimum of forty-eight (48) hours previous to the commencement of such work and only within the specifications specified in Section 01140 – Work Restrictions.

19. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest is retained by the seller. The

Contractor warrants that they have good title to all materials and supplies used by the Contractor in the Work, free from all liens, claims, or encumbrances.

20. INSPECTION AND TESTING OF MATERIALS

- A. All materials and equipment used or any infrastructure produced in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City shall pay for all first (1st) laboratory inspection services directly and not as a part of the Contract. Should any materials, equipment or infrastructure fail the first (1st) test, the Contractor shall pay for all subsequent testing to show that items meet the specifications of the Contract.
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with the Technical Specifications and suitability for uses intended.

21. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the City's Design Professional, of equal substance and function. It shall not be purchased or installed by the Contractor without the City's Design Professional's and the City's written approval.

The "or equal" clause shall only pertain to materials, articles or equipment specified or identified as such. Material, articles, or equipment not listed as such shall not be substituted.

22. PATENTS

- A. The Contractor shall indemnify, defend, and hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- B. License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the City for a project shall be reasonable and paid to the holder of the patent or their authorized licensee, direct by the City and not by or through the Contractor.
- C. If the Contractor uses any design, device, or materials covered by letters of patent or copyright, he shall provide for each use by suitable agreement with the City of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device,

or materials in any way involved in the Work. The Contractor and/or his Sureties shall indemnify, defend and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

23. SURVEYS

Unless otherwise expressly provided for in the Technical Specifications, the City shall furnish the Contractor all surveys necessary for the execution of the Work.

At the beginning of the project the City shall have a surveyor set vertical and horizontal control points. All other surveying for construction and progression of the Work shall be the Contractors responsibility and incidental to the Contract.

24. CONTRACTORS OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and any said Technical Specifications and in accordance with the Drawings covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the City's Design Professional as given from time to time during the progress of the Work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and Technical Specifications, and shall do, carry on and complete the entire work to the satisfaction of the City and the City's Design Professional.

25. INSURANCE

The Contractor shall not commence and work under this Contract until all insurance required herein has been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on this Subcontract until the insurance required of the Subcontractor has been so obtained and approved (See Document 00115B – Instructions to Bidders, Part XVIII).

All insurance shall be written by an insurer licensed to conduct business in the State of Texas.

**26. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS,
AND ACCIDENT PREVENTION**

A. Lead Based Paint Hazards:

(Applicable to Contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under subpart B of said regulations. The City shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives:

When use of explosives is necessary for the prosecution of the Work, the Contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property and all underground structures and utilities.

The Contractor shall notify all owners of public utility property of the intention to use explosives at least forty-eight (48) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the City does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

The Contractor shall subcontract to a company or firm that is licensed by state and federal entities for the purchase, transport, and use of such explosives. Subcontractor shall have a minimum of ten (10) years experience and shall be subject to the approval and verification of the City.

C. Danger Signals and Safety Devices (Modify as Required):

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in condition sufficient of red or warning lights at night, suitable barricades and other devices and signage necessary to protect the public. In case the Contractor fails or neglects to take such precautions or maintain same, the City shall have such lights, barricades, devices and/or signage installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these Technical Specifications or Contract. All such Signals or devices shall comply with the latest edition of The Texas Manual on Uniform Traffic Control Devices (TMUTCD).

27. SUSPENSION OF WORK

Should the City be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time completion of the Work shall be extended to such reasonable time as the City shall determine will compensate for time lost by such delay with such determination to be set forth in writing.

28. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the Work under this Contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the project, appliance, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

29. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor except in the event, in the opinion of the City or the City's Design Professional, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
- B. Secures consent of Surety;
- C. Secures endorsement from insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or,
- D. When the project consists of more than one (1) building and one (1) of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance construction.

Use and occupancy shall not be allowed without the approval of the City's Design Professional, the Director of Community Development, and the City Manager. All conditions and terms for occupancy prior to acceptance shall be written and agreed to by the Contractor and the City.

30. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at the Contractor's expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of the Work or any other Contractor or Subcontractors work;
- C. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused

- by construction operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- E. Before Final Payment to the Contractor, removal of all surplus material not to be kept and stored, false work temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from the Contractor's operations, and to put the site in a neat, orderly condition.
 - F. To effect all cutting, fitting or patching of the Contractors work required to make the same to conform to the Drawings and Technical Specifications and, except with the consent of the City and the City's Design Professional, not to cut or otherwise alter the Work of any other Contractor.

31. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of the Work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right shall be reserved, except herein otherwise specifically limited , to increase or diminish them as deemed reasonably necessary or desirable by the City to complete the Work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

All quantities shall be based on exact or near exact usage of items actually installed and incorporated into the Work.

32. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.

33. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and service thereof completed when said notice is posted, certified or registered mail, to the said Contractor at the last given address or delivered in person to the said Contractor or duly authorized representative on the Work.

34. SEPARATE CONTRACT

The Contractor shall coordinate operations with those of other Contractors. Cooperation shall be required in the arrangement for the storage of materials and in detailed execution of the Work. The Contractor, including the Subcontractors, shall keep informed of the progress and detail work of other Contractors and shall notify the City's Design Professional immediately of lack of progress or defective workmanship on the part of other Contractors.

Failure of a Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being

satisfactory for proper coordination with the Contractors own work.

35. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval shall not be given until the Contractor submits to the City a written statement, Document 00710 – List of Proposed Subcontractors and Suppliers, concerning the proposed award to the Subcontractor, which statement shall contain information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts or omissions of Subcontractors performing work under the Contractors supervision, and of persons directly or indirectly employed by said Subcontractor, as the Contractor is for acts and omission for persons directly employed by the Contractor.
- D. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor by terms of the General Conditions and Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

36. THE CITY'S DESIGN PROFESSIONAL AUTHORITY

The City's Design Professional shall convey all orders and directions contemplated under this Contract and Technical Specifications, relative to the execution of the Work. The City's Design Professional shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which shall be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The City's Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract or Technical Specifications, the determination or decision of the City's Design Professional shall be condition precedent to right of the Contractor to receive any monies or payment for work under this Contract affected in any manner or to any extent by such question.

37. MEANING AND INTENT

The City's Design Professional shall decide the meaning and intent of any portion of the Technical Specifications and of any Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor, under this Contract and other Contractors, performing work for the City, shall be adjusted and determined by the City's Design Professional.

38. CONTRACT SECURITY

If the Contract amount exceeds Twenty-Five Thousand Dollars (\$25,000), a Payment Bond shall be furnished, and if the Contract amount exceeds One Hundred Thousand Dollars (\$100,000) a Performance Bond also shall be furnished, on prescribed forms in the amount of one hundred percent (100%) of the Contract amount as prescribed by the state, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract and as security for faithful performance of this Contract.

39. ADDITIONAL OR SUBSTITUTE BOND

If at any time the City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five (5) working days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.

For Final Acceptance, the Contractor shall supply a One-year Maintenance Bond dated the date of Council Acceptance, and effective for One-year, in the total amount of the Contract.

40. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for this Contract.

41. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, and other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor shall so settle. If such other Contractor or Subcontractor assert any claim against the City on account of damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and hold harmless the City against any such claim.

42. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or

otherwise, shall operate to release the Contractor or the Contractors Sureties from any obligations under this Contract or the Performance, Payment or Maintenance Bonds.

43. PAYMENTS BY THE CONTRACTOR

The Contractor shall pay the following:

- A. For all transportation and utility services no later than the twentieth (20th) day of the calendar month following that in which the services are rendered;
- B. For all materials, tools, and other expendable equipment to extent of ninety percent (90%) cost thereof, no later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, no later than the thirtieth (30th) day following the completion of that part of the Work in or on which such materials, tools and equipment are incorporated or used; and
- C. To each of the Subcontractors under contract to the Contractor, no later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of work performed by said Subcontractors to the extent of each Subcontractors interest therein.

44. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first progress payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that shall become due the Contractor in accordance with the project schedule. The Contractor shall also furnish on forms to be supplied by the City:

- A. A detailed estimate giving complete breakdown of the Contract Price and;
- B. Periodic itemized estimates of work done for the purpose of making progress payments thereon. The costs employed in making up any of these schedules shall be used only for determining the basis of progress payments and shall not be considered as fixing basis for additions to or deductions from the Contract Price.

45. PAYMENTS TO THE CONTRACTOR

- A. Not later than the twentieth (20th) day of each calendar month, the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure proper performance of the Contract, the City shall retain ten percent (10%) [five percent (5%) if the total Contract Price exceeds Five Hundred Thousand Dollars (\$500,000)] of the amount of each estimate until Final Completion and acceptance of all work covered by this Contract; provided that the Contractor shall submit the estimate no later than the fifth (5th) day of the calendar month. Provided further, that on completion and acceptance of each separate building, public work or other

- division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- B. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 1) Materials shall only be taken into consideration with validation by invoice, or other document showing the materials are paid, and if allowed only in the amount invoiced.
- C. All material and work covered by progress payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.
- D. The City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that they will indemnify, defend and save the City harmless from all claims growing out of lawful demands of Subcontractors, labors, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, the City shall, after having served written notice on the said Contractor, the City shall either:
- 1) Withhold from said Contractors unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Contractors Surety; or
- 2) Pay unpaid bills direct on which the City has given written notice. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City and the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith. This provision shall not be construed to give rise to any third party beneficiary rights in claimants.
- 3) If in the opinion of the City the Contractor cannot in due diligence make payment to Subcontractors, suppliers or other debt incurred as a result of the Work or the non-payment is a recurring problem, the City shall immediately notify the Contractors Surety and make claim on the Payment Bond.
- E. Monies in dispute, either due to non-payment as specified above, if more monies withheld from the Contractor than can be justified, and payment to the Contractor has passed beyond one (1) progress payment, the Contractor shall be due interest on the unjustified part of

the amount withheld. If the Contractor fails to pay Subcontractors, suppliers or other debt past one (1) progress payment, subcontractors, supplies, or other debt shall be entitled to interest payments on monies owed from the Contractor.

Payments due and unpaid under Contract Documents shall bear interest from the date payment is due at such rate as the legal rate prevailing at the time at the place where project is located.

46. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to inspection of the City's Design Professional who shall be the final judge of the quality and suitability of the Work, materials, processes for manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the City's Design Professional's approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at the Contractor's expense. If, in the opinion of the City's Design Professional, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and the City's Design Professional is determined to be equitable.

If the Contractor cannot or will not remedy the Work that the Contractor has been notified is defective, the City shall give written notice for the Contractor to bring such defective work into compliance with the Contract Documents in a reasonable number of days. If the Contractor fails to take corrective action, then the City shall have the defective work corrected and deduct the cost from the Contract.

47. SUBSURFACE CONDITIONS

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Technical Specifications, the Contractor shall immediately give notice to the Project Manager and the City's Design Professional of such conditions before they are disturbed. The City's Design Professional shall thereupon promptly investigate the conditions and, if the City's Design Professional finds that they materially differ from those shown on the Drawings or indicated in the Technical Specifications, the City's Design Professional shall at once make such changes in the Drawings and/or Technical Specifications as shall be necessary. Any increase or decrease of the cost resulting from such changes shall be adjusted in the manner provided in Paragraph 49 of the General Conditions.

48. CLAIMS FOR EXTRA COST

No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order of the City's Design Professional and approved by the City, as aforesaid, and the claim presented with the first (1st) estimate after the

changed or extra work is done. When work is performed under the terms of Paragraph 49.C of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, shall give the City access to accounts relating hereto.

49. CHANGES IN WORK

No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the City. Any work undertaken by the Contractor that changes work covered by the approved Contract Documents shall be at the Contractors own risk and no claim shall be made against the City if said work is not approved for change.

- A. Unit Bid Prices previously approved by the Contract Documents.
- B. An agreed Lump Sum.
- C. Time and material, in which the actual cost shall be:
 - 1) Labor, including foreman;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age unemployment contributions.

To the cost under subparagraph C of Paragraph 49 there shall be added a fixed fee to set at ten percent (10%) of the extra work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

50. EXTRAS

Without invalidating the Contract, the City may, to the extent allowed by law, order extra work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly, and consent of the Surety being first (1st) obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated in the proposal and no claims for any extra work or materials shall be allowed unless the work ordered in writing by the City or the City's Design Professional and approved by the City, acting officially for the City, and the price stated in such order.

51. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time of completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date specified in Document 00725B – Notice To Proceed.
- B. The Contractor agrees that said Work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for completion of the

Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and industrial conditions prevailing in this locality. City reserves the right to terminate this agreement, and breach by repudiation, without penalty, if the rate of progress is so behind schedule that full completion thereof cannot reasonably be accomplished within the time specified.

- C. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the City, the Contractor does hereby agree, as a part consideration for awarding of this Contract, to pay to the City the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive working day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.
- D. The said amount stated in Document 00400 – Standard Agreement For Contracting Services is fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.
- E. It is further agreed that time is of the essence of each and every portion of this Contract and of the Technical Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with any liquidated damages or any excess cost when the City determines that any part of the liquidated damages was not the fault of the Contractor and the City determines that the request for extension by the Contractor is justified and due to:
 - 1) Any preference, priority, or allocation duly issued by the government;
 - 2) The following unforeseeable causes namely acts of the public enemy, unjustified acts of the City, acts of another Contractor in performance of a Contract with the City, fires, floods, earthquakes, hurricanes, tornadoes, epidemics and any other acts of nature, quarantine restrictions, strikes, freight embargos; and rainy days claimed by the Contractor; however rainy days shall be considered only if the Contractor notifies the City on the day the Contractor claims he cannot work because of rainy weather that day. Rainy day must be as is specified in Paragraph 51.E.3 below. Failure to report the rainy day and to claim said rainy day on Document 00975 – Time Request shall eliminate any claim for time extension because of rain or inclement weather on that day.
 - 3) Rainy day shall be described as when a minimum of sixty percent (60%) of the Contractors workforce cannot work for four (4) or more consecutive hours on critical path activities and providing that the

Contractor has complied with the conditions under Paragraph 51.E.2.

- 4) Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subparagraphs one (1) and two (2) of this Paragraph.
- F. Provided, further, that the Contractor shall, within ten (10) days from beginning of such delay, unless the City shall grant a further period of time prior to the date of final completion of the Contract, notify the City, in writing, of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within reasonable time of the City's decision in the matter.
- G. Provided, that this provision for liquidated damages shall be cumulative of and not in limitation of any other remedy available to the City, including, but without limitation, the right to terminate as provided in Paragraph 3 of the General Conditions and recover additional damages for any excess cost in otherwise completing the Work.
- H. The City shall, if it deems necessary, start charging liquidated damages equal to the amount of time over the date of Final Completion listed in Document 00725B – Notice To Proceed. This date shall be adjusted using current changes in Contract Time and allowable Weather Days. The amount of liquidated damages shall be deducted from the next Pay Estimate submitted by the Contractor.

52. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the City's Design Professional shall direct, the Contractor shall cause the Subcontractors to protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the City's Design Professional, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of the Subcontractors so to protect the Work, such materials and work shall be removed and replaced at the expense of the Contractor.

53. PROTECTION OF THE WORK AND PROPERTY – EMERGENCY

- A. The Contractor shall at all times safely guard the City's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect the Work and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract, by the City or the City's duly authorized representatives.
- B. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act, without previous instructions from the City or the City's Design Professional, in a diligent manner. The Contractor shall notify the City or the City's Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall promptly be submitted to the City or the City's Design Professional.

- C. Where the Contractor has not taken action but has notified the City or the City's Design Professional of an emergency threatening injury to persons or damage to the Work or any adjoining property, the Contractor shall act as instructed by the City or the City's Design Professional.
- D. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided for in the General Conditions.

54. INSPECTION

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data. The Contractor shall not impede and allow unrestricted access to the Project Managers, Building Official, and Testing Laboratory personnel.

55. SUPERINTENDENCE BY CONTRACTOR

At the site of the Work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable to the City's Design Professional and shall remain in such capacity for the particular job involved unless superintendent ceases to be on the Contractors payroll.

56. FEDERAL LABOR STANDARDS PROVISIONS

All laborers and mechanics employed upon the Work covered by this Contract shall be paid unconditionally and not less than once each week and without subsequent deduction or rebate on any account (except such payroll deductions as are mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (see either Document 00435 – Wage Scale for Engineering Projects or Document 00440 – Wage Scale for Architect Projects), regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred more than a weekly period under plans, funds, or programs, but covering the particular work week, are deemed to be constructively made or incurred during such weekly period.

57. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by the Contract, the City, in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City, may consider necessary to pay such laborers or mechanics the full amount of wages required of this Contract. The amount so withheld may be disbursed by the City for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers and mechanics to whom same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

58. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal, correctional institution or undocumented workers shall be employed on the Work covered by this Contract.

59. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Unlisted classifications needed for work not included within the scope of the classifications listed in the wage determination of this Contract maybe added after award only as provided in the labor standards contract clauses (29CFR, 5.5(a)(1)(ii).

60. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such benefit, an hourly cash equivalent thereof established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefits, the question, accompanied by a recommendation of the City, shall be referred to the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster and the applicable wage determination decisions, with respect to the various classification of laborers and mechanic employed upon the Work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at the appropriate conspicuous points at the site of the Work.

62. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom wages, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated

against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to their employer.

63. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the Work covered by this Contract shall be promptly reported by the Contractor in writing to the City for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND THE SUBCONTRACTOR

- A. The Contractor and each Subcontractor shall prepare their payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City. The Contractor shall submit weekly to the City one (1) certified copy of all payrolls of the Contractor and of the subcontractors, it is being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the Work covered by this Contract shall be maintained during the course of the Work and for a period of three (3) years thereafter. Such payroll records shall contain name and address of each employee, the employee's correct classification, rate of pay (including rates of contributions or costs anticipated of types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.
- B. In addition, whenever the Secretary of Labor has found, under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that wages of any laborer or mechanic include the amount any costs reasonably anticipated in providing benefits under a plan, or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and will maintain records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each Subcontractor shall make their employment records, with respect to persons employed by them upon the Work covered by this Contract, available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the City and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractors during working hours on the job.
- C. At a minimum the Contractor and subcontractors shall certify their payroll and remit such certification with the progress payment request.

65. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the project or program to which the Contract pertains by the employees of the Contractor or any Subcontractor and manufacturing or furnishing of materials, articles, supplies or equipment on the site of the project of program to which this Contract pertains by persons employed by the Contractor or by any Subcontractor, shall, for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, shall be deemed to be work which these Federal Labor Standards Provisions are applicable.

66. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the Work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the Subcontractor. The City shall not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or the Secretary of Housing and Urban Development to receive an award of such subcontract.

Any Subcontractor shall also not be eligible if they previously or currently, in default of a contract on any other project, have failed to complete any project or was removed from a project for defective work.

67. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the Work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may be in turn be made.

68. BREACH OF FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein set forth, the City reserves the right to terminate this Contract if the Contractor or any Subcontractor, whose subcontract covers any of the Work covered by this Contract, shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

69. EQUAL OPPORTUNITY PROVISIONS (E.O. 11246)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative actions to ensure that applicants for employment are employed and that employees treated during employment without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment notice to be provided Contracting Officer setting forth provisions of this nondiscrimination clause.
- C. The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. The Contractor shall incorporate foregoing requirements in all subcontracts.

70. CIVIL RIGHTS ACT OF 1964

Under Chapter 106 of the Civil Practice & Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the City.

71. CONFLICTING CONDITIONS IN THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for by one (1) shall be as binding as if called for by all. In case of conflict between any Contract Documents interpretation shall be as listed in Document 00115B – Instruction to Bidders, Paragraph XXIII.

72. INDEMNIFICATION

- A. The Contractor shall defend, indemnify and hold harmless the City and the City's Design Professional and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the Work or any act or omission of the Contractor or the Contractors employees, agents, suppliers or subcontractors.
- B. The obligation of the Contractor under this Paragraph shall not extend to the liability of the City's Design Professional, their agents or employees arising out of preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Technical Specifications, or the giving of or failure to give directions or instructions by the City's Design Professional, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

73. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the Work, except when the direct or unavoidable extra cost to the Contractor is caused by failure of the City to provide information or material, if any, which is to be furnished by the City. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor to the City or the City's Design Professional and, if found correct, shall be referred to the City Council for

final approval or disapproval; and action thereon by the City Council shall be final and binding. If delay is caused by specific orders given by the City or the City's Design Professional to stop work, or by the performance of extra work, or by the failure of the City to provide material or necessary instructions for carrying on the Work, then such a delay shall entitle the Contractor to an equivalent extension of time, the application of which shall, however, be subject to the approval or disapproval of the City Council; and no such extension of time shall release the Contractor or the Surety on their performance bond from all obligations hereunder which shall remain in full force until the discharge of the Contract.

74. MAINTENANCE OF WORK

If, after approval of Final Payment and prior to expiration of the one (1) year date of Substantial Completion or such longer period as may be prescribed by law or any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, correct such defective work. If the Contractor does not promptly comply with such instructions, the City shall have defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor or the Contractor's Surety. The provisions of this paragraph shall not limit the obligation of the Contractor under Paragraph 15 (Guarantee of Work) of the General Conditions in any respect whatsoever, including the time period of such Guarantee of Work contained therein, as will arise under the laws of the State of Texas and said Paragraph 15 and without regard to the provisions of this Paragraph, nor shall this Paragraph be construed to establish any period of limitations for any cause of action against the Contractor under the obligations of said Paragraph 15.

75. ANTITRUST

The Contractor hereby assigns to the City any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, et seq. (1973).

76. DELAY, DISRUPTION, OR OTHER CLAIMS

Any claim by the Contractor for delay, disruption or any other claim shall be based on a written notice delivered to the City and to the City's Design Professional promptly (but in no case later than ten (10) working days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) working days of delivering said notice, the Contractor shall deliver to the City and the City's Design Professional notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the Contractor shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses, and impact of the claim event. The Contractor's failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

77. SANITARY AND SAFETY FACILITIES

The Contractor shall be responsible for all sanitary and safety facilities necessary for the Project, including rest rooms, drinking facilities, wash areas, hardhats, trench shoring, etc.

78. SUBMITTALS

The Contractor shall be responsible for verifying that all submittals from the suppliers, manufacturers, subcontractors, and/or any other source of materials, processes, services, equipment, hardware, and/or software, conform to the Contract Documents and Technical Specifications. **ANY AND ALL** deviations, no matter how minor, shall be listed on the Contractor Submittal sheet and identified on the submittals/shop drawings. Failure to acknowledge deviations from the Contract Documents and Technical Specifications as specified in Section 01330 – Submittal Procedures, even if noted “Acknowledged Receipt”, “No Exception”, or “Exceptions As Noted”, by either the City or the City’s Design Professional, does not alleviate the responsibility and such submittal shall be deemed be Defective Work and shall be corrected according to the Specified Item at no additional charge to the City.

79. WARRANTIES

All warranties and guarantees for all material, labor, equipment, processes, services, hardware, and/or software shall begin at the time that the Project is accepted by the Friendswood City Council, and not at the time of purchase, installation, startup, manufacture, or creation date. Warranties and guarantees shall be for the length of time as stated in the Contract Documents and Technical Specifications, and not that of the supplier, manufacturer, creator, or subcontractor, and shall **NOT** be changed unless authorized by a Change Order approved and signed by the City. Any disparity between the Contractor and the supplier, manufacturer, and /or creator’s Warranty Period and the Warranty Period as stated in the Contract Documents and Technical Specifications, it shall be the Contractors responsibility to fix, repair or replace damaged/defective items for the duration of the One-Year Maintenance Period at no additional cost to the City.

END OF SECTION

**SECTION 00600
SUPPLEMENTAL CONDITIONS**

1. GENERAL

The Provisions of this Section of the Technical Specifications shall govern in the event of any conflict between them and Document 00500B – General Conditions.

2. DESIGN PROFESSIONAL

The words "Design Professional" in these Technical Specifications shall be understood as referring to [INSERT DESIGN PROFESSIONAL'S NAME AND ADDRESS], Design Professional of the City, or such other Design Professional, or persons as may be authorized by the City to act in any particular position.

3. LOCATION OF THE PROJECT

This project is located in Friendswood, Texas, [INSERT COUNTY] County. Map showing the general location of this project is included in the Drawings.

4. CONSTRUCTION IN PUBLIC STREETS AND PRIVATE DRIVES

- A. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all-weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the streets involved in the Work included in this Contract. The residents along the affected road(s) shall be contacted a minimum of forty-eight hours (48 Hrs) prior to the time the construction shall commence at their driveways or entrances and informed as to the length of time the driveways shall be closed.
- B. The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. The Owners or Tenants of commercial properties where access and/or entrance drives which shall be affected by construction shall be notified a minimum of twenty-four hours (24 Hrs) prior to the time the construction shall be started at their driveways or entrances and informed as to the length of time driveways shall be closed.
- C. During inclement weather the Contractor shall construct temporary gravel or shell crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City and as directed by the Project Manager or the City's Design Professional.
- D. The Contractor shall be responsible for all streets and entrance reconstruction and repairs and maintenance of same for a period of one year (1 Yr) from the date of such reconstruction or Substantial Completion, whichever is longer. In the event the repairs and maintenance are not made immediately to the satisfaction of the City, and it becomes necessary for the City to make such repairs, the Contractor shall reimburse the City for the cost of such repairs.
- E. The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along public streets or private drive.
- F. During the prosecution of the Work, the Contractor shall obstruct public travel as little as possible and in no case shall there be less than twelve feet (12 Ft) in width of unobstructed roadway for traffic.

5. **MAINTENANCE OF STORM SEWER, UTILITY CROSSINGS, AND EXISTING ROADWAYS**
The Contractor shall maintain storm sewers, utilities, pipelines, and drainage facilities along the construction route at all times during construction at no additional expense to the City. Storm sewers and utilities crossing existing roadways shall be backfilled in accordance with these Technical Specifications and the Standard Details to an elevation six inches (6 In) below the elevation of the existing roadway. A temporary road patch of six inches (6 In) thick of compacted limestone base shall be constructed to or a little above the elevation of the existing roadway within the limits of the pavement removal at no additional cost to the City. The existing roadway shall be maintained throughout the construction. Pot hole appearing in the base or the existing pavement shall be deemed a hazard to the general public and shall be filled and maintained as directed by the Project Manager.
6. **PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**
In case it is necessary to change or move the property of any owner or public utility, such property shall not be moved or interfered with until ordered to do so by the Project Manager. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.
7. **TEMPORARY CONSTRUCTION**
No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written permission of the Project Manager.
8. **PROJECT MAINTENANCE**
The Contractor shall maintain and keep in good repair all work contemplated under these Drawings, Exhibits and/or Technical Specifications which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, wooden walkways, barricades, lights, danger signals and all work which is necessary for the well-being of the general public. In the event the Contractor fails to properly maintain the Work, the City shall make such repairs as are necessary and the cost of said repairs shall be deducted from payment due to the Contractor.
9. **BORINGS**
Wherever certain test borings are made on this site, the locations of such test borings and the information revealed by them is indicated on the Drawings and profiles for the project. These borings shall not be construed as a warranty on the part of the City of the exact nature of the subsurface conditions that will be encountered during construction of the Work. The information thus furnished is intended only as a guide to the Contractor in making their own investigations preliminary to submitting a price for the Work.
10. **PROPERTY LINES AND MONUMENTS**
The Contractor shall protect all property corner markers and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset by a Professional Land Surveyor licensed by the State of Texas, at the expense of the Contractor.

11. EXISTING STRUCTURES

The Drawings show the locations of all known surface and subsurface structures. However, the City assumes no responsibility for failure to show any or all of these structures on the Drawings, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special work, provisions which are not made in the Drawings and the Proposal, in which case the provisions in these Technical Specifications for extra work shall apply.

12. BARRICADES, LIGHTS, AND WATCHMEN

- A. Where the Work is carried on, in or adjacent to any street, alley or public place, the Contractor shall at their own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide watchmen, and shall provide such other precautionary measures for the protection of persons or property and the Work as are necessary. Barricades shall be painted using color that shall be visible at night and reflective. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the Work and the public.
- B. The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Project Manager shall order the damaged portion to be immediately removed and replaced by the Contractor at no additional cost to the City. The Contractor's responsibility for the maintenance and repair of barricades, signs and lights, and for providing watchmen shall not cease until the project has been accepted by the City.
- C. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.

13. FENCES, DRAINAGE CHANNELS, AND CROP DAMAGE

- A. Boundary fences or other improvements removed to permit the installation of the Work shall be replaced in the same location and left in a condition as good or better than that in which they are found. This shall include landscaping, gardens, etc.
- B. Where surface drainage channels are disturbed or blocked during construction, final restoration to their original condition of grade and cross section shall be accomplished after the Work of construction is completed. Interim reshaping and cleanup shall occur immediately after trench backfilling.
- C. The Contractor shall not be held liable for unavoidable damage of crops provided such damage occurs within the construction easement provided by the City.

14. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

- A. All trees, stumps, slashings, brush or other debris removed from the sites as a preliminary to the construction work shall be removed from the property and disposed of in a manner approved by the Project Manager.
- B. All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Project Manager, it can be neatly spread over and along sites to form the finished contours.

15. WATER FOR CONSTRUCTION

- A. Water used for sprinkling, testing and flushing of waterlines or any other purpose incidental to this project, shall be furnished to the Contractor. The Contractor shall make necessary arrangements for securing and transporting said water and shall take said water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the City's water system. Water shall not be used in a wasteful manner.
- B. Water shall be dispensed from a meter from the City' Department of Public Works. The Contractor shall not operate any valves on the existing water supply without a Public Works employee present. All water going into containers shall use a vacuum break.
- C. There shall be no jetting or flooding of trenches.

16. LIGHTS AND POWER

The Contractor shall provide, at the Contractor's expense, electrical power, temporary lighting, and facilities required for the proper prosecution and inspection of the Work.

17. CLEANUP

- A. Cleanup shall follow the execution of the Work. At the conclusion of the Work, all tools, temporary structures, and materials belonging to the Contractor shall be promptly removed and all dirt, rubbish and other foreign substances shall be disposed of properly.
- B. The Contractor shall thoroughly clean all equipment and materials installed by the Contractor and shall deliver over such materials and equipment undamaged in a bright, clean polished and new appearing condition.
- C. During construction of the Work, the Contractor shall, at all times keep the site of the Work and adjacent premises as free of material, debris and rubbish, as is practicable and shall remove same from any portion of the site, if, in the opinion of the Project Manager, such material, debris or rubbish constitutes a nuisance or is objectionable.
- D. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

18. EXISTING UTILITIES, PIPELINES, AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities, pipelines, and service lines crossed or exposed by the construction operations. Where existing utilities, pipelines, or service lines are cut, broken, or damaged, the Contractor shall replace or repair them with the same type of original material and construction, or better, at the Contractors own cost, with the exception of those items included in the price schedule.

19. POLES, SIGNS, GUY WIRES, ETC.

- A. All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project shall be removed and replaced, or moved to new permanent locations by the owners thereof, at the Contractor's expense. No separate compensation shall be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.
- B. The removal and replacement of the City's street sign post and signs are the responsibility of the Contractor. The Contractor shall be responsible for all damage to street sign posts and signs with in the limits of the Contractor's operations that remain in place or are removed and replaced. In the event street sign posts and/or

signs are damaged or destroyed by the Contractor's operations, said sign posts, or signs shall be replaced by the Contractor at no cost to the City.

- 1) All signs on City Streets that are not Texas Department of Transportation (TxDOT) Highways shall be purchased directly from the Department of Public Works.

20. SALVAGED MATERIALS

All materials removed during the construction of the projects, and designation on the Drawings or by the Project Manager, as salvaged materials, shall be removed, cleaned, and stored as directed by the Project Manager. Salvaged materials shall be the property of the City.

21. PROTECTION OF IMPROVEMENTS

The Contractor shall be entirely responsible for the protection of all improvements that are not designated by the Project Manager to be removed for proper construction of the project; this shall include sidewalks, buildings, walls, existing inlets and manholes, underground utilities, shrubs trees, signs, sod and pavement.

22. PROTECTION OF TREES

No trees shall be removed or cut except upon the specific approval of the City. Trees adjacent to the Work shall be protected from all damage by construction operations and as specified in Section 01560 – Tree and Plant Protection.

23. PROTECTION AND ADJUSTMENT OF EXISTING WATER VALVE BOXES

Water valve locations shall be furnished by the City prior to the grading operations. Protection of existing water valve boxes located within the limit of the Work shall subsequently be the responsibility of the Contractor. Failure to show water valve box locations on the Drawings does not relieve the Contractor of the responsibility to prevent damage to the valves and boxes. The Contractor shall adjust all water valve boxes which require adjustment to new pavement grade. Water valve boxes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

24. ADJUSTMENT OF TOPS OF EXISTING SANITARY SEWER MANHOLES

Tops of existing sanitary sewer manholes shall be adjusted where necessary to match the grade of new pavement. Adjustment shall be made by breaking back the top portion of the manhole and rebuilding to conform to the new grade. Tops of manholes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

25. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor and Contractor's Sureties shall indemnify, defend and save harmless the City and the City's Design Professional, and all their officers, agents and employees from all suits, actions and claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any act, omission or fault of the Contractor, their agents or employees, in the execution of said Contract; or on account of the failure of the Contractor to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with costs, which may be obtained against the City an/or the City's Design Professional growing out of such injury or damage.

26. LINES AND GRADES

- A. The City's Design Professional shall furnish survey control to enable the Contractor to set construction stakes for the Work. Said controls shall be one (1) horizontal control and one (1) vertical control. The Contractor shall be responsible for all construction staking. Any field conditions that appear to be in conflict with the Drawings shall be submitted to the City's Design Professional in writing with adequate time allowed the City's Design Professional to resolve the conflict. No compensation for surveying shall be made without prior written approval from the City and the City's Design Professional.
- B. **THE FURNISHING OF THE CONTROL DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSURING THAT THE WORK IS CONSTRUCTED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.**

27. AFFIDAVIT OF PAYMENT

- A. Each request for payment shall be accompanied by a Document 00985 – Affidavit of Payment, duly signed, and if a Corporation attested to, stating that all cost of labor, material, equipment, taxes, etc., pertinent to this project, have been paid and are current.
- B. The Final Payment, besides having the Document listed in Paragraph 27.A of Document 00600 – Supplemental Conditions, shall also have filed from each subcontractor, supplier, and/or manufacturer a Document 00990 – Waiver and Release of Lien.

28. INTERRUPTION OF UTILITY SERVICES

Each and every Contractor and Subcontractor performing at the site of the Project shall not operate any valve or other control on existing systems and shall exercise care in performing work so as not to interrupt service. At house connections, every Contractor and Subcontractor performing at the site shall either lift trenching machine over lines or cut and reconnect with minimum interruption of service as approved by the City's Design Professional.

29. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by the Contractor at no additional cost to the City.

30. MAINTENANCE AND INSTRUCTION MANUALS

Furnish three (3) bound sets of Maintenance and Instruction Manuals. Bind manuals in volumes of not more than four inches (4 In) thick, in hard back nine inch by twelve inch (9 In x 12 In) binders. Include like equipment in one (1) volume with heavy duty dividers, separating equipment. Catalog and index all volumes. Operation and Maintenance Manuals or Bulletins shall include necessary data for reordering replacement parts, lubrications schedules, and procedures for required maintenance. These items shall be included but not limited to: exhaust fans, air conditioning units, louvers, generator sets, pumps, motors, variable speed drives, mechanical drives, electrical switchgear and controls, electrical fixtures, valves, instrumentation, chlorinators, meters, gauges and miscellaneous mechanical and electrical components supplied under this Contract.

31. **SUBCONTRACTOR VALUES**
The Contractor shall not employ Subcontractors whose aggregate value of work exceeds fifty percent (50%) if the total amount of the Contract Price as stipulated in Document 00400 – Standard Agreement for Contracting Services.
32. **PROJECT REPRESENTATIVE SERVICES**
Project Representative Services shall be the responsibility of the Project Manager and these services shall be in accordance with Document 004[INSERT 05 OR 10] – Standard Agreement for Professional Services – [INSERT ENGINEER OR ARCHITECT], between the City and the City's Design Professional. The Project Representative's duties shall include preparation of daily reports, determination that the project is proceeding in general compliance with the Contract Documents, measurement of material quantities and reporting to the Project Manager any work that should be stopped when it appears that the completed project may not comply with the requirements of the Contract Documents. The Project Representative shall be the liaison between the Contractor and the City's Design Professional and the City. The Project Representative's responsibilities begin after the Contract is awarded and terminate after the Final Inspection.
33. **CONTRACTOR SUBMITTED ALTERNATE DESIGNS**
A. If alternate design features are proposed for convenience of the Contractor, Contractor shall submit design calculations and detailed Drawings covering the proposed changes and related modifications of the Contract Drawings for review. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from modifications, including engineering charges for checking such designs.
B. If substitute items of equipment are allowed, and they vary materially from those shown on the Contract Drawings, Contractor shall prepare equipment data and detailed Drawings covering necessary modifications for the City's Design Professional for approval. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from the modifications, including engineering charges for checking the modifications.
34. **COST BREAKDOWN**
Within fifteen days (15 D) after the execution of the Contract, Contractor shall submit, in acceptable form, a schedule showing subdivision of the Contract into various items of permanent construction, stating quantities and prices, as basis for computing values to the City of permanent usable parts of the facility to be paid for on monthly estimates. No payment shall be made to the Contractor until such schedule meeting the requirements of Section 01200 – Schedule of Values has been submitted and approved.
35. **MATERIALS AND EQUIPMENT**
Contractor shall incorporate into the Work only new materials and equipment of domestic manufacture unless otherwise designated. Contractor shall store these materials and equipment in a manner to protect them from damages. The manner of protection is subject to the specific approval of the City's Design Professional. Pipe, fittings, equipment and other serviceable materials found on site of work or dismantled by reason of construction, remain property of the City. Contractor shall remove and deliver materials to the City at designated points. Contractor shall pay, at prevailing market price, for usable materials that are damaged through negligence.

36. SPECIAL SPECIFICATIONS AND SPECIAL PROVISIONS

Basic Technical Specification Items are those which follow prescribed general requirements. Special Specifications are those which supplement the Technical Specifications and are specific to this project, where there are no Technical Specifications covering certain portions of the Work. When necessary, Special Provisions are inserted to describe additional requirements appreciable to this Contract. Special Provisions are to be used in conjunction with the Technical Specification and Special Specification Items. In event of conflict, the requirements set forth in the Special Provisions as set forth will govern. In the event of conflict between the requirements shown on the Drawings and those contained in the Technical Specifications, then the governing item shall be as specified in Document 00500[INSERT B, C OR P] – General Conditions.

37. AS-BUILT DIMENSIONS

The Contractor shall make daily measurements of facilities. On completion of the project, the Contractor shall furnish the City with one (1) set of blue lines, marked with red pencil, to show as-built dimensions and location of all the Work constructed.

38. ARCHEOLOGICAL CONSTRUCTIONS

- A. No activity which may affect a State Archeological Landmark is authorized until the City has complied with the provisions of the Antiquities Code of Texas. The City has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.
- B. If archeological sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the City and the Texas Historical Commission at (512) 463-6096. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the City and the appropriate State Agency. The City shall promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the Work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the City.
- C. Contractor, subcontractor and their respective employees shall have no claim to artifacts or treasure, found or discovered and shall assign any claim, as such, to the City.

39. ENDANGERED SPECIES

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the applicable State Agency. The actions shall include reporting the encounter to the U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the Work to continue, or implement other mitigative actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the City.

40. OPERATION OF FACILITIES

The Contractor shall not operate, tap, or tamper with any existing facilities. Where construction involves operation of any existing facilities the City shall perform such

operation. Any connection to existing equipment or systems to be schedule and approved in advance with performance to occur in the presence of the Project Manager.

41. SCOPE OF WORK

- A. Under this Contract, the Contractor shall furnish all materials, appliances, tools, equipment, transportation, services and all labor and superintendence necessary for construction of the Work as described in these Technical Specifications and as shown in the Drawings. The completed installation shall not lack any part which can be reasonably implied as necessary to its proper functioning or any subsidiary item which is customarily furnished, and the Contractor shall deliver the completed and operating installation to the City.
- B. The Work in general under this Contract includes, but is not limited to, that Work which is enumerated in the appropriate Document 00300[INSERT B, C OR P] – Unit Price Form or Document 00305[INSERT B, C OR P] – Total Stipulated Price Form of the Contract Documents.

END OF SECTION

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the bid of GSD Companies for the sale of surplus water meters.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As City Council will recall, we recently proceeded forward with the replacement of the City's existing customer-based water meters with an improved Automated Meter Infrastructure. The project is progressing forward, and City staff has been in the process of storing the collected brass meters in preparation for their sale through the competitive bidding process. In recognition of the potential total monetary amount to be paid to the City (\$50k plus) and for added transparency assurances, the Public Works Department and Administrative Services Department jointly coordinated to obtain sealed bids for the sale of the surplus meters (BID 2022-03).

City staff received three sealed bids, and they were opened on Thursday, February 10, 2022. GSD Companies provided the highest bid proposal with two separate payment options for consideration. In the review of the proposed options, and coupled with the unknowns in fluctuations of the metal market, Staff wishes to proceed with option two for a guaranteed lump sum payment of \$125,000.00 for a quantity of 14,164 meters. Should the final quantity of meters delivered to GSD be higher or lower at the end of the project, the final payment to the City or reimbursement to GSD will be adjusted accordingly.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing GSD to purchase our City of Friendswood surplus water meters being collected from the AMI water replacement program, will assist the Public Works Department in addressing immediate storing concerns, in addition to providing a benefit of monetary return to the project itself. Should there be any unforeseen project circumstances, the amount collected could also be of assistance in offsetting those potential costs impacts should a change order be warranted.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. GSD Trading USA, Inc., BID 2022-03
2. GSD 1295 Form Signed



Industrial Demolition

Marine Construction

Environmental Remediation

February 9, 2022

Jeff Spears
Purchasing Coordinator
City of Friendswood
910 S. Friendswood Drive,
Friendswood, TX 77546

Re: City of Friendswood Surplus Equipment Offer – Bid #22-03

Mr. Spears,

GSD Companies (GSD) is pleased to provide our proposal for the above referenced project.

Option 1:

For the used brass water meters for sale due to the ongoing city-wide replacement of water meters, GSD will pay the City of Friendswood 80% of the AMM U.S. Market – Yellow Brass Solids for the used brass water meters. Currently, this price is **\$1.72 per pound**.

Option 2:

For the used brass water meters, GSD will pre-pay the City of Friendswood a lump sum price of **\$125,000.00**. This option and price are based on the expected number of 14,164 water meters. If the expected number of water meters is found to be less than 14,164 GSD shall be entitled to a refund based on the actual number of meters/weight removed by the City of Friendswood.

Clarifications

- 1) All work will conform to Federal, State and Local regulations
- 2) Access to the material is to be provided by the City of Friendswood.
- 3) This proposal shall remain an offer for acceptance for a period of thirty days (30) and such offer shall be automatically terminated thereafter.
- 4) This proposal does not include removal, handling, or disposal of any hazardous materials, contaminants or environmentally controlled material.
- 5) GSD shall provide roll-off boxes and the delivery and transportation of the roll-off boxes at no cost to the City of Friendswood.
- 6) The City of Friendswood is responsible for properly loading roll-off boxes.
- 7) The detailed terms and conditions of the proposal will become part of any final contract entered into with your company.
- 8) Option 1 Scrap Pricing – Based upon AMM Publication U.S. non-ferrous Yellow Brass Solids. Non-ferrous prices will be adjusted monthly based upon the first effective price quote change (generally within the first 15 days of the month).
- 9) All ferrous and nonferrous material that has or is hazardous or deemed unrecyclable will be disposed of by the City of Friendswood and GSD will be compensated by the City of Friendswood at one hundred percent of current market pricing based on the American Metal Market publication for Houston, Texas tenth (10th) day of the month for ferrous material. For nonferrous material, GSD will use the Houston Spot Market. The City of Friendswood will incur all costs associated with the preparation and shipping of scrap to end user if the material is hazardous or deemed unrecyclable.



Industrial Demolition

Marine Construction

Environmental Remediation

Exclusions:

- 1) Hazardous and Non-Hazardous Waste Transportation and Disposal
- 2) Environmental reports on PCB's, lead based paint, asbestos, NORM or other hazardous materials
- 3) Hidden or unforeseen work

Payment

Option 1 – Net sixty (60) days after pick up

Option 2 – Pre-payment

At GSD safety is our #1 concern, and we pride ourselves on impeccable record keeping and low Experience Modification Rate (EMR). GSD's management believes that through its established safety programs: Corporate Health & Safety Program (HASP), Site Specific Health and Safety Program (SSHASP), Respirator Protection Program, Lead Program, Hazard Communication Program, Confined Space Entry Program, Equipment Preventative Maintenance Program, Project Inspection, Fall Protection Program and Fitness for Duty Program, a "Zero Accident" performance goal is accomplished and sustained.

At GSD *"Safety is our Strength"*

Questions regarding this proposal should be directed to Trey Wilson - Sr. Project Manager / Estimating.

Sincerely,

Trey Wilson
Sr. Project Manager



CITY OF FRIENDSWOOD SURPLUS EQUIPMENT OFFER

BID #22-03 CLOSING DATE: FEBRUARY 10, 2022 – 2:00 PM

The City of Friendswood has 14,000(+) used brass/bronze water meters for sale due to the ongoing city-wide replacement of water meters. This bid is for all units and will not be separated out. The project is expected to last anywhere from 9 months to 18 months.

Bids must be returned in a sealed envelope to Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 by the time and date indicated for bid closing.

Winning bidder is expected to provide some sort of bins for storage of meters for when the meters are removed from service. Also, the vendor should provide the pick up/delivery options.

Listed below is the expected number of meters:

Used Brass/ bronze water meters

6695 – ¾" x 5/8"

6964 – 1"

178 – 1 ½"

297 – 2"

21 – 3"

1 – 4"

8 – 6"

Total expected number of meters = 14,164

Bid amount should include all fee deductions including delivery, storage, cleaning, etc. Also, indicate the methods which will be used to collect the meters from the 15355 Blackhawk Blvd., Friendswood location.

This sealed bid is for the water meters previously listed in this document. Winning bidder is expected to be able to provide storage and pickup for all meters. Bidder understands this project could last up to 18 months. This bid amount is for all used meters from this City-Wide Replacement Project.

OPTION 2

Total Bid Amount \$ 125,000.00

Technical questions as well as questions regarding this sale of surplus equipment are to be directed to the Purchasing Coordinator.

Thank you,

Jeff Spears
Purchasing Coordinator
(281)996-3274
jspears@friendswood.com

SIGNED  _____

COMPANY GSD Trading USA, Inc.

ADDRESS P.O. Box 1419

CITY Channelview, Texas

DATE February 9, 2022

PHONE (281) 459-1500

EMAIL Trey.Wilson@gsdcompanies.com

Non-ferrous scrap prices

PRICES EFFECTIVE TUESDAY FEBRUARY 8, 2022

ESTIMATED DEALER BUYING PRICES, IN \$/LB. DELIVERED TO YARD. MONTREAL AND TORONTO PRICES ARE IN CANADIAN CURRENCY

COPPER (rev. 02/02/22)				ALUMINUM (rev. 02/02/22)				LEAD (rev. 02/02/22)			
	US	Montreal	Toronto		US	Montreal	Toronto		US	Montreal	Toronto
No1 heavy copper and wire	365.00	335.00	489.00	Segregated low copper clips	76.00	60.00	141.00	Heavy soft lead	45.00	50.00	65.00
No2 heavy copper and wire	338.00	298.00	455.00	Mixed low copper clips	73.00	45.00	121.00	Undrained, whole old batteries	16.00	15.00	
Light copper	308.00	275.00	443.00	Mixed clips	73.00	50.00		ZINC (rev. 02/02/22)			
Red brass solids	265.00	200.00	396.00	Aluminum borings, turnings, clean and dry	30.00	20.00	51.00		US	Montreal	Toronto
Red brass turnings, borings	235.00	110.00	387.00	Old aluminum, sheet and cast	55.00	40.00	85.00		38.00	30.00	
Yellow brass solids	215.00	180.00	326.00	Used beverage cans, clean and dry	57.00	15.00	114.00				
Mixed yellow brass turnings, borings	195.00	100.00	284.00	Industrial castings	56.00	35.00	75.00	To become a price contributor see "Metal Exchanges" page.			
70-30 brass clips	258.00	200.00		63S aluminum solids	75.00	73.00	195.00				
Auto radiators (unsweated)	198.00	150.00	294.00	Painted aluminum siding	63.00	47.00	117.00				
				Litho sheets	96.00						

NICKEL - DEALER BUYING PRICES (rev. 02/02/22)

Nominal price a dealer will pay for items delivered to his yard, in \$/lb.					
	Chicago	Detroit	Houston	Pittsburgh	
Nickel scrap solids	585-700	585-625	615-660	585-625	
Nickel turnings scrap	570-670	570-595	530-570	570-595	
Monel R-400 scrap solids and clips	315-490	315-375	448-510	315-375	
Monel scrap turnings	280-380	280-370	260-356	280-370	
Monel K-500 (castings) solids and clips	315-380	315-380	412-490	315-380	
Inconel 600 scrap solids and clips	440-480	440-480	464-490	440-480	
309 stainless steel scrap solids	90-125	91-99	90-100	70-99	
310 stainless steel scrap solids	135-150	135-150	140-155	105-150	
330 stainless steel scrap solids	215-235	215-235	230-290	155-235	
Invar scrap solids and clips	215-235	215-235	230-290	202-240	
Inconel 601 scrap solids and clips	365-400	365-400	392-400	365-400	
17-4PH stainless steel scrap solids	34-35	34-35	35-40	28-35	

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NICKEL - BROKER/PROCESSOR BUYING PRICES (rev. 01/26/22)

Nominal price a broker/processor will pay for items delivered to his yard, in \$/lb.				
	Chicago	Detroit	Houston	Pittsburgh
Nickel scrap solids	835-925	835-925	825-935	830-925
Nickel turnings scrap	800-900	800-900	700-800	800-900
Monel R-400 scrap solids and clips	495-550	495-550	570-650	495-550
Monel scrap turnings	375-450	375-400	380-450	300-400
Monel K-500 (castings) solids and clips	450-540	450-540	520-640	450-540
Inconel 600 scrap solids and clips	635-670	635-670	620-700	600-670
309 stainless steel scrap solids	130-140	130-135	130-132	130-140
310 stainless steel scrap solids	200-205	200-205	195-205	180-205
330 stainless steel scrap solids	310-330	310-330	310-345	310-355
Invar scrap solids and clips	305-328	315-320	325-345	315-355
Inconel 601 scrap solids and clips	510-560	525-560	520-580	525-600
17-4PH stainless steel scrap solids	48-60	48-49	53-62	45-60

SCRAP

Estimated buying prices (carload lots, delivered buyers' works)		SMELTERS' LEAD SCRAP Buying prices heavy soft lead (cwt), including delivery to smelter (rev. 02/08/22)		Turnings, clean and dry	
In \$/lb except as otherwise noted.					
BRASSMILL SCRAP		Scrap lead		High grade	69.00-73.00
No1 copper	436.00*	Remelt lead		Mixed grade (max. 5% Zn)	62.00-66.00
REFINERS' COPPER SCRAP		Whole batteries		Aluminum-copper radiators	210.00-220.00
No1 copper	429.50*	Cable lead		Nonferrous auto shred (90% alum.) *	84.00-87.00
No2 copper	394.50*			Zorba US	67.00-70.00
BRASSINGOT MAKERS' SCRAP (rev. 02/08/22)		SMELTERS' ZINC SCRAP (rev. 02/08/22)		* Unmixed full truckload, "twitch" grade	
		New zinc clippings		DOMESTIC ALUMINUM PRODUCERS	
		Old zinc (clean)		Buying prices for processed used aluminum cans in carload lots, fob shipping point (rev. 02/03/22)	
		Galvanizers' dross		Used beverage can scrap	106.00-109.00
				MILLS, SPECIALTY CONSUMERS' BUYING PRICES (rev. 02/03/22)	
Copper		SECONDARY SMELTERS'		Segregated low copper alloy clips	
		ALUMINUM SCRAP		5052	150.00-154.00
No1 bare bright	436.00-439.00*	Buying prices delivered to Midwest smelters in full truckloads containing several grades (rev. 02/03/22)		3105	109.00-112.00
No1	422.00-425.00*	Mixed low copper clips		Mixed low copper alloy clips	107.00-110.00
No2	394.00-398.00*	Mixed high copper clips		Painted siding	103.00-105.00
Light copper	389.00-391.00*	Mixed high zinc clips		SECONDARY ALUMINUM	
No1 comp. solids (rev. 02/02/22)	339.00-342.00	1-1-3 sows		AMM Free Market, \$/lb, delivered Midwest (rev. 02/03/22)	
Comp., borings, turnings (rev. 02/02/22)	320.00-323.00	Siding, painted		A380.1	144.00-148.00
Radiators (rev. 02/02/22)	258.00-263.00	Mixed clips		319.1	150.00-155.00
Yellow brass solids (rev. 02/02/22)	280.00-284.00	Old sheet		356.1	178.00-180.00
		Old cast		A360.1	180.00-183.00
				A413.1	186.00-188.00

* Nominal for spot sales.

Scrap prices today

Nonferrous scrap price changes were made for these cities: None

Prices are subject to the disclaimer appearing on the "Metal Exchanges" page.

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/10/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider the second and final reading of an ordinance granting a franchise agreement to Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

Originating Department: Administrative Services

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of a proposed ordinance granting a franchise agreement to Waste Connections of Texas ("Waste Connections") for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

Waste Connections currently provides these services to the City under a franchise which is set to expire on April 1, 2022. The proposed franchise is similar to the previous one, but has a three-year term, which is designed, in part, to afford the City the opportunity to create an automated collection service pilot program. At the Council Meeting in November 2021, representatives from Waste Connections presented information about the program. This franchise will allow the City to test, receive public input, and evaluate the costs to establish such a program city-wide. From the feedback received from our citizens and City staff, Waste Connections continues to provide outstanding service.

The City Council approved the first reading of this ordinance at its meeting held on February 9, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Franchise Agreement
2. Exhibit A - Waste Connections of Texas Franchise Agreement 2022-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING TO WASTE CONNECTIONS OF TEXAS THE RIGHT, PRIVILEGE, AND FRANCHISE TO PROVIDE FOR THE COLLECTION, HAULING, RECYCLING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD, TEXAS; PRESCRIBING COMPENSATION FOR THE RIGHT, PRIVILEGE, AND FRANCHISE CONFERRED HEREUNDER; CONTAINING OTHER PROVISIONS RELATED THERETO; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE HEREOF.

WHEREAS, the City of Friendswood is authorized to regulate and provide solid waste collection, hauling, recycling, and disposal services within its corporate limits; under terms and conditions deemed appropriate by the City Council; and

WHEREAS, the City Council hereby finds that it is necessary and appropriate to enter into this franchise agreement with Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in order to protect and preserve the public health and safety of the citizens of the City of Friendswood, and that such purpose requires prompt unrestrained action by the City Council; and

WHEREAS, the City Council desires to enter into a franchise agreement with Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct and are hereby adopted by the City Council of the City of Friendswood, Texas.

Section 2. The City Council hereby grants the franchise described in Section 3 hereof to Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials.

Section 3. The City Council hereby authorizes the Mayor to execute the Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4. In the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 6. The work and activity done in connection with the franchise granted hereunder shall be subject to and governed by all present and future federal, state, and local laws, rules, and regulations.

Section 7. That this ordinance, having been published in accordance with Section 9.03 of the Charter of the City of Friendswood, shall take effect and be in force immediately after its final reading.

PASSED and APPROVED on first reading this 9th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

**FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF FRIENDSWOOD, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Franchise Agreement (this "Agreement") is made and entered into as of the ____ day of May 2022, by and between Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, a Delaware limited liability company (the "Service Provider"), and the City of Friendswood, Texas (the "City") to grant to the Service Provider the franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits subject to all applicable federal, state, and local laws.

1. Defined Terms.

The following terms, as used herein, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated Collection Service means the collection of garbage or trash with the use of a Standard Automated Side-Loader Truck.

Automated Service Container means a rolling, molded plastic container, issued by the Service Provider, equipped with a lid, capable of holding not more than 95 gallons, and designed to be collected by means of a Standard Automated Side-Loader Truck operated by a single person without the necessity of leaving the cab of such truck.

Bag means a plastic sack, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulky Item means any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles means items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day means any day that is not a Saturday, a Sunday, or a Holiday.

Calendar Year means the period beginning January 1 and ending on the succeeding December 31.

City Manager means the City Manager of the City of Friendswood or his designated representative.

Commercial Unit means any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, and warehouses.

Construction and Demolition Waste means Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container means any receptacle, designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. The term "container" includes, but is not limited to, dumpsters, Roll-Offs and Roll-Outs.

Contract Year means the period beginning April 1 and ending on the succeeding March 31.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street. The term "Curbline" shall include the area three (3) feet beyond said imaginary line on the residents' side of the line.

Green Waste means items derived from plants such as grass, leaves, tree trimmings, and branches. The term "Green Waste" does not include any item exceeding four (4) inches in diameter or 48 inches in length. Green Waste must be placed in paper bags or Bundles.

Handicapped Residential Unit means any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager.

Hazardous Waste means Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or regulation, including but not limited to radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material.

Holidays means the following days:

- (1) New Year's Day (January 1st),
- (2) Memorial Day,
- (3) Independence Day (July 4th),
- (4) Labor Day,
- (5) Thanksgiving Day, and
- (6) Christmas Day (December 25th).

Industrial Unit means any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill means any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit means any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste means Solid Waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. The term "Municipal Solid Waste" does not include and specifically excludes Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials means

- (1) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags, or other paper;
- (2) Glass bottles and jars (excluding mirrors, windows, ceramics, and other glass products);
- (3) Metal cans composed of tin, steel, or aluminum (excluding scrap metal); and
- (4) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Bin means a Container with eighteen (18) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Recycling Cart means a Roll-Out provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit means any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off means a Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out means a Container with ninety-six (96) gallons of capacity.

Single-Family Residential Unit means any residential dwelling that is designed for and inhabited by a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste has the meaning ascribed to it by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Standard Automated Side-Loader Truck means a truck manufactured or configured to permit the driver to collect the garbage and rubbish from Automated Service Containers, placed at the Curbline, by means of a mechanical device operated by the driver without the necessity of leaving the cab of the truck.

White Good means any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink, or washer and dryer.

2. Franchise Grant.

The City hereby grants to the Service Provider, in accordance with the City's charter, ordinances, and regulations governing the collection, hauling, recycling, and disposal of Municipal Solid Waste and Recyclable Materials, the franchise, license and privilege to collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties, and acknowledges and agrees that, to the extent allowed by law, the Service Provider shall be the sole provider of such Services. The Service Provider accepts such franchise and agrees to perform all work and services herein in a timely manner with the care and skill ordinarily used by other providers practicing under the same or similar circumstances, time, and locality. Service Provider may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages.

3. Operations.

- (a) *Scope of Operations.* It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers or Bags by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, as they now exist or are hereinafter amended during the term of this Agreement (the "Services").
- (b) *Nature of Operations.* The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and recycling or disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled, and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

4. Single-Family Residential Unit Collections.

- (a) *Single-Family Residential Units.* The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Containers not exceeding thirty-two (32) gallons or fifty (50) pounds or Bags not exceeding 50 pounds, and (ii) such Containers and Bags are placed within five (5) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Except as provided in Section 4(d), the Service Provider shall not be responsible for providing Containers for the collection of Municipal Solid Waste to Single-Family Residential Units. The Service Provider shall not be responsible for any damage to a Single-Family Residential Unit's Container that is not caused by the negligence of the Service Provider.

The Service Provider will collect Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Bins or Recycling Carts, and (ii) such Recycling Bins or Recycling Carts are placed within five (5) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for the collection of Recyclable Materials placed in Recycling Bins or

Recycling Carts. Any Single-Family Residential Unit that generates Recyclable Materials in an amount greater than the capacity of two (2) Recycling Bins will be required to utilize Recycling Carts. The Service Provider shall be compensated for this additional service as provided for in Section 9(a) hereto. Single-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Single-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials and collect and dispose of the same as Municipal Solid Waste without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

- (b) *Excess or Misplaced Municipal Solid Waste.* The Service Provider shall only be required to collect a maximum of either two (2) Recycling Bins or one (1) Recycling Cart from any Single-Family Residential Unit. Additionally, the Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers or Bags. Municipal Solid Waste and Recyclable Materials in excess of the maximum aggregate limit above, in excess of the Containers' or Bags' limits, or placed outside or adjacent to the Containers or Bags will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- (c) *Handicapped Residential Units.* Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.
- (d) *Automated Collection Service.* From May 1, 2022, to December 31, 2022, the Service Provider shall collect Municipal Solid Waste from certain Single-Family Residential Units designated by the City Manager twice per week via a Standard Automated Side-Loader Truck; provided, that such Municipal Solid Waste is placed in an Automated Service Container within the Curblin no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall be responsible for providing Automated Service Containers for the collection of Municipal Solid Waste to Single-Family Residential Units designated by the City Manager. It is expressly understood and agreed that the Automated Collection Service may be terminated upon written notice by the City Manager; provided such service has been continuously provided to the designated Single-Family Residential Units for at least six (6) months. If terminated the designated Single-Family Residential Units shall receive Services in accordance with the remaining provisions of this Section 4.

5. Commercial, Industrial and Multi-Family Residential Unit Collections.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units up to six (6) times per week, as provided for in Section 9(b) hereof. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid

Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9(b) hereof., The parties acknowledge and agree that the Service Provider shall not be responsible to City for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Single-Family, Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to the private pavement, unless such damage is caused by Service Provider's negligence or willful misconduct. Commercial, Industrial or Multi-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial or Multi-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials and collect and dispose of the same as Municipal Solid Waste without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

6. Special Collections and Services.

- (a) *Municipal Locations.* The Service Provider will provide, at no cost to the City, up to an aggregate number of eighteen (18) Containers to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6(a) shall apply to the following locations:

Location	# of Containers	Type of Container	# of Collections per Week	Type of Collection
Friendswood City Hall	1	6 yards	2	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Public Safety Building	1	8 yards	1	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Library	1	6 yards	2	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Works	2	4 yards	1	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Activities Building	1	8 yards	1	Municipal Solid Waste
Friendswood Fire Station #1	1	6 yards	2	Municipal Solid Waste
Friendswood Fire Station #2	1	6 yards	1	Municipal Solid Waste

Location	# of Containers	Type of Container	# of Collections per Week	Type of Collection
Friendswood Fire Station #3	1	4 yards	1	Municipal Solid Waste
Friendswood Fire Station #4	1	8 yards	1	Municipal Solid Waste

Additionally, the Service Provider will provide, at no cost to the City, an adequate number of Recycling Carts or front-load Containers to collect Recyclable Materials at the City parks; the Service Provider shall decide, in its sole discretion, which type of Containers to use in providing such services.

- (b) *Special Events.* The Service Provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at the following special events in the City: City's Spring Sparkle, Fall Haul-A-Day, Independence Day Celebrations, and Santa in the Park; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required.
- (c) *Port-O-Lets.* The Service Provider shall provide Port-O-Lets during the Independence Day Celebrations and Little League Opening Day. Additionally, the Service Provider shall provide five (5) Port-O-Lets at Centennial Park, as needed.
- (d) *Friendswood ISD Recycling.* The Service Provider shall provide, at no cost to the City, collection for Recyclable Materials to all Friendswood ISD schools located in the City limits. The Service Provider shall determine the type/size of the Containers and the frequency of the collections.

7. **Bulky Items and Green Waste.**

- (a) *Pre-Arranged Collections.* The Service Provider will collect Bulky Items and Green Waste from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that the Bulky Items or Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only collect Green Waste that has been placed in paper bags designed for the disposal of Green Waste or secured in a bundle weighing less than fifty (50) pounds with no item measuring more than 48 inches. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items and Green Waste from those Single-Family Residential Units that have complied with this Section 7(a) and Section 1. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- (b) *Negotiated Collections.* It is understood and agreed that the service provided under Section 7(a). does not include the collection of Bulky Items and Green Waste comprised of Construction and Demolition Waste, White Goods *or* any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual

basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

8. Title to Equipment.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider; however, Single-Family Residential Units, Commercial, Industrial, and Multi-Family Units shall have care, custody, and control of the equipment while at the service locations. Units shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Units must provide unobstructed access to the Containers on the scheduled collection day. Any Container provided by a Single-Family Residential Unit for the collection of Municipal Solid Waste shall remain the property of such Single-Family Residential Unit.

9. Rates and Fees.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- (a) *Single-Family Residential Unit Services.* For the Services provided to Single-Family Residential Units under Section 4(a) hereof, the Service Provider shall charge (i) \$15.20 per month for each Single-Family Residential Unit that has one (1) Recycling Bin, plus a one-time fee of \$7.46 for one (1) additional Recycling Bin. The Service Provider shall charge \$16.35 per month for each Single-Family Residential Unit receiving the Services provided under Section 4(a). and utilizing one (1) Recycling Cart instead of Recycling Bins. Except as provided for in Section 9(d), these rates apply to all Single-Family Residential Units located within the City's corporate limits.
- (b) *Commercial, Industrial and Multi-Family Residential Unit Services.* For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container	Collections per Week					
	1	2	3	4	5	6
95 Gallon	\$36.54	\$54.82	N/A	N/A	N/A	N/A
2 Cubic Yards	\$89.43	\$105.71	\$178.73	\$250.03	\$327.98	\$413.00
3 Cubic Yards	\$102.69	\$134.80	\$249.56	\$349.12	\$457.93	\$576.65
4 Cubic Yards	\$103.09	\$135.59	\$250.76	\$350.72	\$459.95	\$579.04
6 Cubic Yards	\$116.70	\$210.41	\$305.17	\$401.55	\$508.58	\$610.20
8 Cubic Yards	\$206.13	\$317.86	\$406.92	\$542.45	\$693.10	\$832.72

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following amounts per collection per Container:

Container size	Per Extra Lift
95 Gallon	N/A
2 Cubic Yards	\$16.78
3 Cubic Yards	\$25.17
4 Cubic Yards	\$33.56

Container size	Per Extra Lift
6 Cubic Yards	\$50.33
8 Cubic Yards	\$67.08

Additionally, the Service Provider shall provide the following features to Commercial, Industrial or Multi-Family Residential Units at the stated monthly cost:

Type of Container	Monthly Cost
Container with Casers	\$5.79
Containers with Locks or Gates	\$8.69
Recycling Container – 6 Cubic Yards	\$81.09
Recycling Container – 8 Cubic Yards	\$98.46

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits.

- (c) *Roll-Off Services.* The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9(c) must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, a franchise fee shall not apply to the services set forth in this Section 9(c).
- (d) *Automated Collection Services.* For Automated Collection Services provided to Single-Family Residential Units under Section 4(d) hereof, the Service Provider shall charge (i) \$15.20 per month for each Single-Family Residential Unit that has one (1) Recycling Bin, plus a one-time fee of \$7.46 for one (1) additional Recycling Bin. The Service Provider shall charge \$16.35 per month for each Single-Family Residential Unit receiving the Services provided under Section 4(a) and utilizing one (1) Recycling Cart instead of Recycling Bins.

10. Rate Adjustment.

- (a) *Rate Adjustments.* On each anniversary date of this Agreement, the Service Provider may request an increase in the rates charged by the Service Provider for the Services from the City to account for changes in costs incurred by the Service Provider, including, but not limited to, changes in the Consumer Price Index for all Urban Wage Earners; increased disposal costs; increased landfill fees; changes in federal, state, or local laws, rules, or ordinances that introduce or increase fees, taxes or similar assessments; increased labor or equipment cost; or increased operational costs. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred twenty (120) days written notice to the City.
- (b) *Fuel Cost Adjustment.* Beginning on October 1, 2022, and on each October 1 thereafter, the Service Provider shall adjust all the rates herein if, during the previous Calendar Year, the average price of diesel exceeded \$3.65 per gallon (the "Base Price"). Each adjustment

shall become effective on October 1 and remain effective throughout the applicable Contract Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel - gulf coast region. The following website (or any successor website) will be the source for such information:

http://tonto.eia.doe.gov/loog/info/wohdpldiesel_detail_report_combined.asp

The average price of diesel fuel for each Calendar Year (each, an "Annual Average Price") shall be the average of the weekly fuel prices published for each week during the Calendar Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the Fuel Cost Adjustment.

11. Exclusions.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services. If no agreement is negotiated and the Service Provider finds what reasonably appears to be discarded Hazardous Waste, Service Provider shall promptly notify the City and the producer of the Hazardous Waste, if the producer can be readily identified. Title to and liability for any Hazardous Waste shall remain with the producer of the Hazardous Waste, even if Service Provider inadvertently collects or disposes of such Hazardous Waste.

12. Term of Agreement.

The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2022, and concluding on March 31, 2025, unless terminated earlier as provided herein. The term of this Agreement may be extended by mutual agreement of the parties.

13. Assignment.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. For any assignment for which the City's consent is required, the City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

14. Enforcement.

The City shall take any action reasonably necessary to prevent any other Solid Waste collection company from conducting business in violation of the franchise granted herein to the extent provided by law. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

15. Processing, Billing and Fees.

- (a) *Monthly Statement.* On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9(a) hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Monthly Statement").

Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on May 15, 2022. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and number of Single-Family Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

- (b) *Commercial Billing.* On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9(b) hereto from all Commercial, Industrial, and Multi-Family Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial, and Multi-Family Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Commercial Billing"). Thereafter, the Service Provider shall remit to the City an amount equal to ten percent (10%) gross receipts collected (less tax) from the Commercial Billing (the "Franchise Fee"). Such remittance shall be made by the Service Provider on or before the 20th day of each month (for the immediately preceding month's service).
- (c) *Taxes.* In addition to the amounts billed and collected by the City under Section 15(a), the City shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(a). In addition to the amounts billed and collected by the Service Provider under Section 15(b), the Service Provider shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(b).
- (d) *Bad Debt; Unpaid Rates/Fees.* The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be

penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Unit.

- (e) *Billings for Roll-Off Services.* Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers. The Service Provider shall not pay a Franchise Fee on any amounts collected under this Section 15(e).

16. Spillage.

The Service Provider, at its sole cost, shall immediately clean or remove all loose or spilled Municipal Solid Waste or Recyclable Materials caused by the Service Provider or released from the Service Provider's vehicle, and in any event no longer than one (1) business day after receiving notice from the City. It is understood and agreed, however, that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City may require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

17. Non-Collection Notice and Follow-Up.

- (a) *Notice from the Service Provider.* It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container or Bag as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bags, Bulky Items or Green Waste out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.
- (b) *Incomplete Stops.* If there are any incomplete stops due to mechanical reasons or D.O.T. time, the dispatcher must contact the City of Friendswood and enter a service comment to reschedule the pick-up for next day. After entering the service comment. It is mandatory that these stops be serviced within 24 hours.⁴

- (c) *Notice from a Commercial, Industrial or Residential Unit.* When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

18. Hours of Service.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise approved by the City Manager in writing. The Service Provider will not be required to provide service on Sundays or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

19. Customer Service.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll-free telephone number, as well as Service Request Forms for customer service issues such as changes in service and missed collections.

20. Compliance with Applicable Laws.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 20. Violations of any applicable federal and/or state law will be corrected at the Service Provider's expense. The Service Provider will pay for all applicable penalties associated therewith.

21. Vehicles and Equipment.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and local telephone numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Such vehicles shall be maintained throughout the term of this Agreement in an efficient

working condition, in compliance with all applicable laws and in accordance with the manufacturer's specifications. The vehicles shall be painted as often as necessary to preserve and present a well-kept appearance. The Service Provider shall have a regular preventative maintenance program.

22. Due Care.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

23. Personnel and Performance Standards.

- (a) *Employment.* The Service Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. During the term of this Agreement, the Service Provider shall be responsible for the actions of its agents, servants, and employees while such agents, servants and employees are acting within the scope of their employment or agency. The Service Provider shall not deny employment to any person on the basis of race, religion, color, sex, or national origin and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded.
- (b) *Customer Service.* The Service Provider, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner.
- (c) *Uniforms.* The Service Provider shall outfit each person performing services under this Agreement within the City with uniforms that clearly identifies him/her as a representative of the Service Provider.
- (d) *Safety.* The Service Provider shall provide each person performing services under this Agreement with appropriate safety equipment. The Service Provider shall assure that all such persons are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
- (e) *Qualifications.* The Service Provider shall not assign any person to perform services under this agreement who has been convicted of a felony or any offense that designates individuals as sex offenders. The City shall have the right, using reasonable discretion, to request that an employee be barred from further work for the Service Provider in connection with this Agreement for reasons including, but not limited to, wanton, discourteous, belligerent, or unsafe behavior. The City's request shall be in writing and shall describe the reasons for the request. Upon receipt of the City's request, the Service Provider shall comply immediately by removing the individual from duties within the City.

24. Insurance Coverage.

Pursuant to this Agreement, the Service Provider shall procure and maintain at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, volunteers, employees, or subcontractors, to the extent the liabilities are assumed by Service Provider in this Agreement or exist in law or equity. The Service Provider's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the

Service Provider's insurance and shall not contribute to it. Further, the Service Provider shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

Insurance	Coverage
Worker's Compensation	➤ Statutory Limits ➤ Employer's Liability \$1,000,000 ➤ Waiver of subrogation Required
Commercial General Liability	➤ Per Occurrence: \$1,000,000 ➤ Aggregate: \$2,000,000 ➤ Products & Completed Operations: \$2,000,000 ➤ Personal & Advertising Injury: \$1,000,000 ➤ Waiver of subrogation required ➤ Coverage shall be broad form CGL
Business Automobile	➤ Combined Single Limits: \$2,000,000 ➤ Coverage for "Any Auto" ➤ Waiver of subrogation required
Excess Umbrella Liability	➤ Per Occurrence: \$5,000,000 ➤ Aggregate: \$5,000,000

The following shall be applicable to all policies of insurance required herein.

- Insurance carrier must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Service Provider agrees to provide City with at least 30 days' prior written notice if any insurance policy required herein is suspended, voided, or reduced in coverage or limits.
- The City, its officers, agents, and employees are to be added as "additional insureds" to all liability policies (excluding workers' compensation).
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Service Provider.
- The Service Provider shall provide copies of insurance certificates required hereunder to the City on or before the effective date of the Agreement and each year thereafter.
- To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation.

25. Indemnity.

THE SERVICE PROVIDER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND

ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, TO THE EXTENT ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED BY THE SERVICE PROVIDER UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE SERVICE PROVIDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE SERVICE PROVIDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE SERVICE PROVIDER'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT, ONLY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE SERVICE PROVIDER FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

26. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity.

27. Savings Provision.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

28. Termination.

- (a) *Termination by the City.* Furthermore, the City may immediately and without notice, unless otherwise specified, terminate this Agreement if the Service Provider breaches this Agreement, which shall include, but not be limited to, the following:
- (1) By failing to pay insurance premiums, liens, claims or other charges;
 - (2) By failing to pay any payments due the City, State or Federal Government from the Service Provider or its principals, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments, or liens after receiving 10 days' written notice from the City and failing to cure;

- (3) On the institution of voluntary or involuntary bankruptcy proceeding against the Service Provider;
 - (4) On dissolution of the Service Provider;
 - (5) By violation of any provision, including, but not limited to, the provision requiring sufficient or adequate machinery or equipment to provide the services, of this Agreement after receiving 30 days' written notice from the City and failing to cure; or
 - (6) By the abandonment or discontinuance of the Service Provider's operations, or any portion thereof.
- (b) *Termination by Service Provider.* The Service Provider has the right to terminate this Agreement for cause if the City breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from Service Provider of the breach or default.
- (c) *Payment upon Termination.* If the City terminates the Agreement, the Service Provider shall be entitled only to payment for work satisfactorily performed as of the date of the termination.
- (d) *Retention of Liabilities.* Notwithstanding the provisions of this Article, the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

29. Scholarships.

Each year the Service Provider shall provide an annual \$1000.00 scholarship to one student in Friendswood High School and an annual \$500 scholarship to one student from Clear Brook High School and one student from Clear Springs High School.

30. House Count.

The City and the Service Provider will conduct a count of all Single-Family Residential Units located in the City's corporate limits once per year. The parties shall mutually agree on the day and time for such count.

31. Fourth of July Sponsorship.

The Service Provider agrees that for the duration of the term of the Agreement, the Service Provider shall support the City's Fourth of July Festival with an annual SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00) donation.

32. Reports/Records.

- (a) *Records.* The Service Provider shall maintain records of the amount of Municipal Solid Waste and Recyclable Materials disposed of under the terms of this Agreement, by weight or volume, as designated by the City Manager. All records related in any way to the Service Provider's services to the City shall be available for audit by the City from 8:00 a.m. to 5:00 p.m., Monday through Friday, within five (5) calendar days of a written request therefor from the City to the Service Provider. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Agreement.
- (b) *Transport of Recyclable Materials.* The Service Provider agrees to transport the Recyclable Materials to a registered recyclables processing center for further processing

and reclamation. Upon request, the Service Provider shall provide the City with copies of delivery/weight tickets for deliveries.

- (c) Reports. The Service Provider shall provide the City additional reports as may be reasonably requested by the City Manager.

33. Force Majeure.

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe or unsafe weather conditions, epidemic, pandemic, inability to access equipment, lack of adequate fuel, or judicial or governmental laws or regulations.

34. Governing Law.

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the franchise herein shall lie exclusively in Galveston County, Texas.

35. Notices.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: City Manager

If to the Service Provider:

Waste Connections of Texas, LLC
827 W. Hwy 6
Alvin, TX 77511
Attn: District Manager

With Copy to:

Waste Connections of Texas, LLC
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177

And

3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
ATTN: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

36. Performance Bond.

The Service Provider shall maintain in full force and effect during the term of this Agreement an annually renewable Performance Bond in the amount of \$250,000. The Service Provider shall be responsible for any premium payment required for the Performance Bond and maintaining such Bond throughout the term of this Agreement. A certificate showing that the Performance Bond premiums are paid in full shall accompany the original Performance Bond to be filed with the City, and such certificate shall be submitted to the City on an annual basis. The surety that issues the Performance Bond shall be authorized to do business in the state of Texas. The Service Provider shall, at all times throughout the duration of this Agreement, have a current, valid performance on file with the City.

37. Entire Agreement.

This Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Should any of the provisions contained in any of the contract documents be in conflict or inconsistent with each other, such conflict or inconsistency shall be construed in favor of the City. Furthermore, both parties expressly agree that the City Manager shall be the sole and final decision-maker should any conflict arise hereunder.

38. Commercial Practices.

The apparent silence of this Agreement or specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that the standard in the industry is to prevail and that only material and workmanship indicative of the industry standard shall be used. All interpretations of specifications shall be made on the basis of this statement.

39. Damages.

Random checks of the facilities shall be carried out during the term of this Agreement at the option of the City to ensure faithful performance and compliance with all the terms and conditions herein. The Service Provider and the City understand and agree that the failure to perform the services in the manner and pursuant to the terms of this Agreement in a timely manner may cause damage to the City. In the event that the City sustains damage(s), the City may (i) make a claim for such damages under the Service Provider's public liability, property damage insurance policy in effect, (ii) deduct the amount of such damages from any amount which is due or may become due throughout the term of this Agreement, or (iii) recover such damages from the Service Provider or the sureties on its bond, if any. All such remedies shall be cumulative, and the City shall not be required to elect any one remedy, nor shall it be deemed to have made such an election by proceeding to enforce any one remedy.

40. No Waivers.

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an

appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

41. Independent Contractor.

It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or co-partners between the parties hereto, or as constituting the Service Provider as an agent or representative of the City for any purposes or in any manner whatsoever. The relationship of the Service Provider to the City shall be that of an independent contractor.

42. No Third-Party Beneficiaries.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Service Provider and the City only.

43. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and Service Provider hereby agree that no claim or dispute between the City and Service Provider arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including but not limited to the Texas General Arbitration Act.

44. Headings.

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

45. Gender and Number.

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

46. Construction of Agreement.

The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

47. Agreement Read.

The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

48. Authority.

The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and

the same Agreement on the _____ day of March, 2022, the date of execution by the Mayor of the City of Friendswood.

CITY OF FRIENDSWOOD

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

WASTE CONNECTIONS OF TEXAS,LLC

(Signature)

(Printed Name)

(Title)

STATE OF _____ §
COUNTY OF _____ §

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____ of WASTE CONNECTIONS OF TEXAS, LLC, d/b/a Waste Connections of Texas., on behalf of such limited liability company,

_____ known to me;
_____ proved to me on the oath of _____; or
_____ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}
(Check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of Texas
My commission expires: _____

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VI" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the second set for fiscal year 2021-2022.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VI
2. FY22 BA VI Exhibit A 03-07-2022
3. FY22 BA VI Exhibit B 03-07-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT VI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2021-2022; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022," is hereby amended for municipal purposes as shown on "Budget Amendment VI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment VI shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood,

Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"
City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment VI
March 7, 2022

1. **TML-IRP Insurance Reimbursement, \$8,932.** Appropriate insurance reimbursement received from TML-IRP. The City received a reimbursement for Sgt. Dement's funeral services. Funding will be appropriated to the Human Resources Risk Management division operating services budget.
2. **PEG Channel-Studio Electrical Fixtures, \$3,925.** Appropriate PEG Channel funds to install electrical fixtures in the studio. The funding source will be restricted general fund balance from PEG Channel revenue.
3. **City of Houston Southeast Transmission Water Line Project, \$1,367,901.** Appropriate funds for the cost-sharing agreement with the City of Houston and co-participants for the 42-inch Water Main Replacement project. Council included this as part of the 2018 Water and Sewer Revenue Bonds for utility capital improvements. The funding source will be from 2018 Water and Sewer Bond proceeds.
4. **Interlibrary Loan Lends (ILL) Reimbursement Grant, \$4,494.** Appropriate grant funds received in September 2021 from the Texas State Library and Archives Commission for interlibrary loan lends. Funds will be used by the Library to purchase mobile shelving units. The funding source will be unassigned general fund balance.
5. **KFB Fall Haul, \$633.** Appropriate funds received from the KFB Fall Haul event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.
6. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$2,042.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Blackhawk Emergency Shelter. The City received a reimbursement of \$2,042 for engineering services. Advance funding for engineering services was originally approved at the August 2, 2021 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
7. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$120,239.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for the Utility Relocation at the Clear Creek Utility Bridge. The City received a reimbursement of \$120,239 for engineering services. Advance funding for engineering services was originally approved at the January 21, 2021 and May 3, 2021 City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.
8. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$44,035.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for various appraisal and property acquisition management services related to the Frenchman's Creek, Woodvine, and Deepwood flood control projects in addition to reimbursable staff wages. The City received a reimbursement for \$44,035. Advance funding for these services was originally approved at the January 21, 2021 Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
9. **HMGP Buyout Grant Reimbursement, \$71,146.** Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$71,146 for 807 Penn and 1204 Myrtlewood. Advance funding for these purchases were originally approved at the January 11, 2021 and May 3, 2021 City Council meetings, respectively. Therefore, the funds will be appropriated back to unassigned general fund balance.

10. **Library Book Sales Revenue Appropriation, \$3,343.** Appropriate Library book sale revenue received to the Library department's community events budget. The funds will be used to supplement summer reading programs.
11. **Easement land-use fees for Utility Relocation at Clear Creek Utility Bridge, \$2,700.** Appropriate advance funding for land-use fees for two easements associated with the Utility Relocation Project at the Clear Creek Utility Bridge. The City applied for and was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
12. **Police Investigation Fund-Police FSU Laptops, \$7,794.** Appropriate funds to purchase two laptops for Police Department Field Support Unit (FSU). The laptops will be portable so they can be used both inside and outside of officers' vehicles. The funding source will be restricted Federal Police Investigation Fund balance.
13. **FVFD Reimbursement for Conex Boxes, \$3,900.** Appropriate funds received from the FVFD for the reimbursement associated with cost overruns for two Conex boxes. The City originally estimated the cost of two Conex boxes for the temporary fire station would be approximately \$5,500. However, actual prices exceeded estimates by \$3,900. FVFD agreed to reimburse the City for the overage. The appropriation will be recorded in the Non-departmental/CIP division operating equipment budget.
14. **Communications Recording System, \$39,095.** Appropriate funds to upgrade the police department's Eventide communications recording system. The system records dispatcher phone lines, several internal staff phone lines, and radio traffic between officers/dispatch. The information is critical for following up to a call to confirm the correct information was received and when units are dispatched to a call out. The existing system is almost nine years old and near the end of its useful life. The funding source will be unassigned general fund balance.
15. **Friendswood Downtown Signage, \$4,323.** Appropriate funds for the purchase of custom street signs for the Downtown District. At their January 11, 2022 board meeting, Friendswood Downtown Economic Development Corporation (FDEDC) approved the costs associated with the replacement of existing street signs which hang across FM 518. This item was approved at the February 7, 2022 Council Meeting. Funding will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.
16. **Police Investigation Fund-Night Vision Helmet Mounts, \$2,500.** Appropriate funds to purchase six sets of night vision helmet mounts. These mounts will accommodate the night vision optics that were acquired through the military. The funding source will be restricted Federal Police Investigation Fund balance.
17. **PEG Channel-Camera Replacements, \$1,410.** Appropriate PEG Channel funds to replace two conference room cameras. The cameras record and broadcast meetings to the City's PEG Channel. The funding source will be restricted general fund balance from PEG Channel revenue.

City of Friendswood				
March 7, 2022				
2021-2022 Budget Amendment VI - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-38310		Appropriate TML reimbursement for Sgt Dement's funeral services	(8,932)
1	001-0612-415.7400		Appropriate TML reimbursement for Sgt Dement's funeral services	8,932
2	001-0000-30500	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install electrical fixtures in the studio	(3,925)
2	001-6460-419.6610	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install electrical fixtures in the studio	3,925
3	421-0000-30600		Appropriate 2018 Water and Sewer Bond Funds for the cost sharing agreement with COH and co-participants for 42-inch Water Main Replacement project	(1,367,901)
3	421-7001-434.8541	SEWTRLN	Appropriate 2018 Water and Sewer Bond Funds for the cost sharing agreement with COH and co-participants for 42-inch Water Main Replacement project	1,367,901
4	001-0000-30500		Appropriate unassigned general fund balance from Interlibrary Loan Lends (ILL) Reimbursement grant revenue to purchase mobile shelving units	(4,494)
4	001-6310-459.5800		Appropriate unassigned general fund balance from Interlibrary Loan Lends (ILL) Reimbursement grant revenue to purchase mobile shelving units	4,494
5	001-0000-38600		Appropriate revenue received from Fall Haul to the KFB Landscaping budget	(633)
5	001-6424-458.6210		Appropriate revenue received from Fall Haul to the KFB Landscaping budget	633
6	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	(2,042)
6	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	2,042
6	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	(2,042)
6	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	2,042
7	124-0000-33100		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Utility Relocation at Clear Creek Utility Bridge	(17,984)
7	124-7001-431.7130		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Utility Relocation at Clear Creek Utility Bridge	17,984
7	124-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Utility Relocation at Clear Creek Utility Bridge	(120,239)
7	124-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Utility Relocation at Clear Creek Utility Bridge	120,239
7	001-14029		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Utility Relocation at Clear Creek Utility Bridge	(120,239)
7	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Utility Relocation at Clear Creek Utility Bridge	120,239
8	124-0000-33100		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	(6,000)
8	124-7001-431.7800		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	6,000
8	124-0000-33100		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	(3,247)
8	124-2501-422.4220		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	3,013
8	124-2501-422.4710		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	231
8	124-2501-422.4840		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds and reimburse unassigned general fund balance for advance funding for Frenchman's Creek, Woodvine, Deepwood	3
8	124-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek, Woodvine, Deepwood	(44,035)
8	124-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek, Woodvine, Deepwood	44,035
8	001-14029		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek, Woodvine, Deepwood	(44,035)
8	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek, Woodvine, Deepwood	44,035
9	120-10199		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn and 1204 Myrtle	(71,146)
9	120-26010		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn and 1204 Myrtle	71,146
9	001-14018		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn and 1204 Myrtle	(71,146)
9	001-10199		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn and 1204 Myrtle	71,146
10	001-0000-38600		Appropriate Library book sale revenue to Community Events budget to supplement summer reading programs	(3,343)
10	001-6310-459.7910		Appropriate Library book sale revenue to Community Events budget to supplement summer reading programs	3,343
11	001-10199		Due from 2017 CDBG-DR (Galveston County) for easement land-use fees associated with the Utility Relocation Project at the Clear Creek Utility Bridge	(2,700)
11	001-14029		Due from 2017 CDBG-DR (Galveston County) for easement land-use fees associated with the Utility Relocation Project at the Clear Creek Utility Bridge	2,700
11	124-26010		Due to General Fund for easement land-use fees associated with the Utility Relocation Project at the Clear Creek Utility Bridge	(2,700)
11	124-10199		Due to General Fund for easement land-use fees associated with the Utility Relocation Project at the Clear Creek Utility Bridge	2,700
12	101-0000-30100		Appropriate restricted PIF fund balance to purchase two laptops for PD Field Support Unit	(7,794)
12	101-2120-421.5800		Appropriate restricted PIF fund balance to purchase two laptops for PD Field Support Unit	7,794
13	001-0000-38000		Appropriate VFVD contribution towards the purchase of Conex boxes for the temporary fire station	(3,900)
13	001-7001-422.5800		Appropriate VFVD contribution towards the purchase of Conex boxes for the temporary fire station	3,900
14	001-0000-30500		Appropriate unassigned general fund balance to upgrade Police Dispatch communications recording software and hardware	(39,095)
14	001-0716-419.8800		Appropriate unassigned general fund balance to upgrade Police Dispatch communications recording software and hardware	39,095
15	175-0000-30100		Appropriate funds to purchase custom street signs for the Downtown District	(4,323)
15	175-0303-419.7800		Appropriate funds to purchase custom street signs for the Downtown District	4,323
16	101-0000-30100		Appropriate restricted PIF fund balance to purchase six sets of night vision helmet mounts	(2,500)
16	101-2120-421.5800		Appropriate restricted PIF fund balance to purchase six sets of night vision helmet mounts	2,500
17	001-0000-30500	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to replace two conference room cameras	(1,410)
17	001-0716-419.5800	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to replace two conference room cameras	1,410

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/31/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution in support of maintaining the 2018 Harris County Flood Control Bond Prioritization Framework as approved by the County's voters and the Harris County Commissioner's Court.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood, along with a number of other jurisdictions in and around the Houston Metro-Area, was devastated by Hurricane Harvey back in 2017. One year after the storm, Harris County (the "County") pursued one of the largest bond initiatives, \$2.5 billion, in order to address longstanding drainage issues within the county.

The projects intended to address said drainage issues were identified based upon objective, needs based criteria. Recently, there has been a push to reallocate the funding for these projects using an element of low-to-moderate income and other socioeconomic factors. The proposed resolution is being pursued in concert with other cities in the Bay Area to keep the original prioritization and objectives criteria highlighted in 2018.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to secure funding for projects identified in the 2018 bond program will exacerbate limited drainage resources needed for other flood mitigation projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - HCFCD Prioritization Framework

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, IN SUPPORT OF THE MAINTAINING THE 2018 HARRIS COUNTY FLOOD
CONTROL BOND PRIORITIZATION FRAMEWORK AS APPROVED BY THE
COUNTY'S VOTERS AND THE HARRIS COUNTY COMMISSIONERS COURT;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 25, 2018, Harris County voters approved \$2.5 billion in bonds to finance flood damage reduction projects, using an objective process for prioritizing the bond projects, based on years of study by Commissioner's Court; and

WHEREAS, the 2018 bond promised essential channel conveyance improvements, stormwater detention basins, floodplain land acquisition, for new floodplain mapping, and an improved flood warning system; and

WHEREAS, the Harris County Flood Control District (the "HCFCD") has been charged with the responsibility of overseeing implementation of the 2018 bond package based on the adopted prioritization framework; and

WHEREAS, the initial framework fairly and equitably provided essential relief for our cities, residents, and businesses; and

WHEREAS, the recommendation to modify the adopted framework will significantly reduce the nature, number, and impact of the bond's benefits to our communities; and

WHEREAS, the HCFCD flood damage reduction project lifecycle model, to be informed by community meetings, is theoretically sound, in practice a whole region of Harris County is being disadvantaged as the proposed changes reduce the safety of our residents and the viability of our businesses;
NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The City Council hereby registers its support of the adopted 2018 flood control prioritization framework, without modification, and proposes the HCFCD immediately host both open community meetings and consult with the elected leadership of the affected communities prior to modifying the adopted prioritization framework.

Section 2. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting grant award.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City") application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program in the amount of \$7,749.99 to fund the purchase of training equipment for use in the Tactical Combat Casualty Care ("TCCC") course for EMS, Police and Fire first responders; and authorizing the Mayor as the City's representative to accept or affirm any grant award that may result.

If awarded, this grant would fund the purchase of turn-key training kits to equip twenty-five (25) students per TCC course, with the equipment being reusable and sustainable. Thus allowing the Friendswood EMS to routinely conduct and host the TCCC course for EMS, Police, and Fire Department first responders for EMS responses to active attacks, focusing on bleeding control, trauma treatment, and triage. Classes will be open to outside jurisdictions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Friendswood EMS does not currently have the necessary materials to teach the TCCC course. Friendswood EMS was recently accredited to teach this course after numerous staff members attended the TCCC course in 2020. The equipment will allow for routine TCCC courses to be taught.

RECOMMENDATIONS

Staff recommends approval,.

ATTACHMENTS

1. Resolution - SHSP Grant - Tactical Combat Casualty Care Training Equipment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2022-23 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 99/100 DOLLARS (\$7,749.99) TO FUND TRAINING EQUIPMENT FOR USE IN THE TACTICAL COMBAT CASUALTY CARE COURSE FOR EMS, POLICE AND FIRE FIRST RESPONDERS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor ("OOG") sought proposals from local governments and other eligible project sponsors for the FY2022-23 State Homeland Security Program ("SHSP"); and

WHEREAS, the purpose of SHSP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; and

WHEREAS, on February 10, 2022, the City of Friendswood, through the Mayor, submitted a grant application to the OOG in the amount of SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 99/100 DOLLARS (\$7,749.99) for funding training equipment for use in the Tactical Combat Casualty Care ("TCCC") Training Course for EMS, Police and Fire first responders; and

WHEREAS, the City Council of the City of Friendswood supports such application and finds it in the best interest of its citizens that the Tactical Combat Casualty Care ("TCCC") Training Equipment Project be operated for FY2022-23; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2022-23 State Homeland Security Program in the amount of SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 99/100 DOLLARS (\$7,749.99) to fund training equipment for use in the Tactical Combat Casualty Care Training Course for EMS, Police and Fire first responders.

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to apply for, accept, reject, alter or terminate the grant on behalf of the City of Friendswood.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to purchase Emergency Medical Response Equipment for first responders in the City's Fire and Emergency Medical Services Divisions and authorizing the representative to accept or affirm any resulting grant award.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City's") application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program in the amount of \$11,157.88 for the purchase of Emergency Medical Response Equipment for first responders in the City's Fire and Emergency Medical Services Divisions and authorizes the Mayor as the City's representative to accept or affirm any resulting grant award.

If awarded, the monies will fund emergency medical response equipment for twenty (20) first responders and will allow for the City's EMS and Fire divisions to respond to mass casualty active attacks. The equipment will consist of twelve (12) carriers to attach to ballistic vests and twenty (20) response go-bags. Ballistic vest kits will attach to vests already deployed on units and contain a tourniquet, wound packing, trauma shears, gloves, and other similar equipment; designed for one patient each. Response go-bags are designed to treat and triage multiple patients, consisting of tourniquets, gauze, gloves, triage tape, and other similar items.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Enhance EMS and Fire response and service to the public.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - SHSP Grant - Active Attack Emergency Medical Equipment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2022-23 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF ELEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND 88/100 DOLLARS (\$11,157.88) TO PURCHASE EMERGENCY MEDICAL RESPONSE EQUIPMENT FOR FIRST RESPONDERS IN THE CITY'S FIRE AND EMERGENCY MEDICAL SERVICES DIVISIONS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor ("OOG") sought proposals from Local governments and other eligible project sponsors for the FY2022-23 State Homeland Security Program ("SHSP"); and

WHEREAS, the purpose of SHSP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; and

WHEREAS, on February 10, 2022, the City of Friendswood through the Mayor submitted a grant application to the OOG in the amount of ELEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND 88/100 DOLLARS (\$11,157.88) for funding emergency medical response equipment for twenty (20) first responders in the City's Emergency Medical Services and Fire Divisions; and

WHEREAS, the City Council of the City of Friendswood supports such application and finds it in the best interest of its citizens that the Active Attack Emergency Medical Equipment Project be operated for FY2022-23; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2022-23 U.S. Department of Homeland Security Grant Program in the amount of ELEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND 88/100 DOLLARS (\$11,157.88) to purchase emergency medical response equipment for first responders in the City's Fire and Emergency Medical Services Divisions

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Friendswood.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/09/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution authorizing a multi-year agreement for the Temporary Closure of State Right-of-Way with the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure of FM 518 between FM 2351 and Whispering Pines for the Annual Fourth of July Parade.

Originating Department: Engineering

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

In order to facilitate the City of Friendswood's Fourth of July Parade being located on a portion of FM 518 (S. Friendswood Drive), the Texas Department of Transportation (TxDOT) requires the City to submit an agreement for the temporary closure of the state right-of-way. The agreement is a multi-year agreement (not to exceed 5 years). The resolution authorizes the multi-year agreement with TxDOT to temporarily close a portion of FM 518 for the Annual Fourth of July Parade for 2022 through 2026.

Each year, prior to the parade, the City will still need to send TxDOT a letter of intent outlining the parade with the certificate of insurance, but no additional TxDOT approval would be required for the duration of the agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The annual Fourth of July parade serves as a public purpose for the City of Friendswood.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Multi-Year Agreement for the July 4th Parade
2. Exhibit A - TxDOT Road Closure Agreement for July 4th 2022 -- 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, AUTHORIZING A MULTI-YEAR AGREEMENT FOR THE TEMPORARY
CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE
ANNUAL FOURTH OF JULY PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM2351 and Whispering Pines for the 2022 parade and future parades held on July 4th in years 2023 through 2026; and

WHEREAS, such parades shall begin at 10:00 a.m. and conclude at 11:45 a.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into a multi-year agreement for the temporary closure of FM 518 between FM 2351 and Whispering Pines for the July 4th parade in years 2022 through 2026; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct and that the annual Fourth of July parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Multi-Year Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the annual Fourth of July Parade. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF GALVESTON §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Friendswood, Texas, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 518 (S. Friendswood Drive)**, in **Galveston County**; and

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) from FM 2351 to Whispering Pines in the City of Friendswood for the purpose of **Annual Fourth of July Parade**, from **10:00 a.m.** to **11:45 a.m.** as described in the attached "**Exhibit A**," hereinafter identified as the "**Event**;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 7th day of March, 2022, the Friendswood City Council passed Resolution No. _____, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT

PERIOD

This agreement becomes effective upon final execution by the State and the maximum

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The annual City of Friendswood Fourth of July Parade is held every July 4th (no matter what day of the week it falls on) in years 2022 through 2026. The parade requires the use of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines. The parade begins at 10:00 am and concludes at 11:45 am. The roadway is a divided four lane (2 north, 2 south), concrete road with no shoulder. The road is constructed to include dedicated turn lanes and median crossover openings. The parade participants are directed from north to south in the southbound lanes. The northbound lane is closed and used for emergency vehicle use only during the parade. Spectators line up on both sides of the roadway. The parade usually features approximately 100 entries consisting of commercial floats, walking units, non-commercial floats, political figures (single car), auto clubs, bands and horses. Traffic control measures (barricades and police officers) are assigned in accordance with the traffic plan. See “**Exhibit C**”.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right-of-way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right-of-way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set

forth herein.

- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right-of-way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be

construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Friendswood Friendswood Police Department Patrol Division Commander 1600 Whitaker Drive Friendswood, TX 77546	Texas Department of Transportation Michael Burns Traffic Engineering Special Projects Support Operations Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
Morad Kabiri
City Manager

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A

“Event”

The annual Cirt of Friendswood Fourth of July Parade is held every July 4th (no matter what day of the week it falls on) in years 2022 through 2026. The parade requires the use of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines. The parade begins at 10:00 a.m. and concludes at 11:45 am. The roadway is a divided four lane (2 north, 2 south), concrete road with no shoulder. The road is constructed to include dedicated turn lanes and median crossover openings. The parade participants are directed from north to south in the southbound lanes. The northbound lane is closed and used for emergency vehicle use only during the parade. Spectators line up on both sides of the roadway. The parade usually features approximately 100 entries consisting of commercial floats, walking units, non-commercial floats, political figures (single car), auto clubs, bands and horses. Traffic control measures (barricades and police officers) are assigned in accordance with the traffic plan. See **“Exhibit C”**.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B Resolution

A resolution for the Friendswood, Texas City Council, approving a multi-year agreement for temporary closure of a segment of the State Right-of-Way for the annual Fourth of July Parade is attached.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C LOCATION MAP

Traffic Control Plan and map are attached.



City of Friendswood

Traffic Control Plan

"Friendswood 4th of July Parade"

July 4, 10:00 a.m. to 11:45 a.m.

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive)

Whispering Pines Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Whispering Pines Drive/Friendswood-Link Road to Blackhawk Blvd. and north to FM 2351.

FM 2351 (West Edgewood Drive)

Intersection of FM 2351 and FM 518

Clearview Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Clearview Drive to Quaker Drive to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Clearview Drive and FM 518.

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (10:00 a.m.)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

City's Official newspaper

CivicClerk Email Notification program

City Website

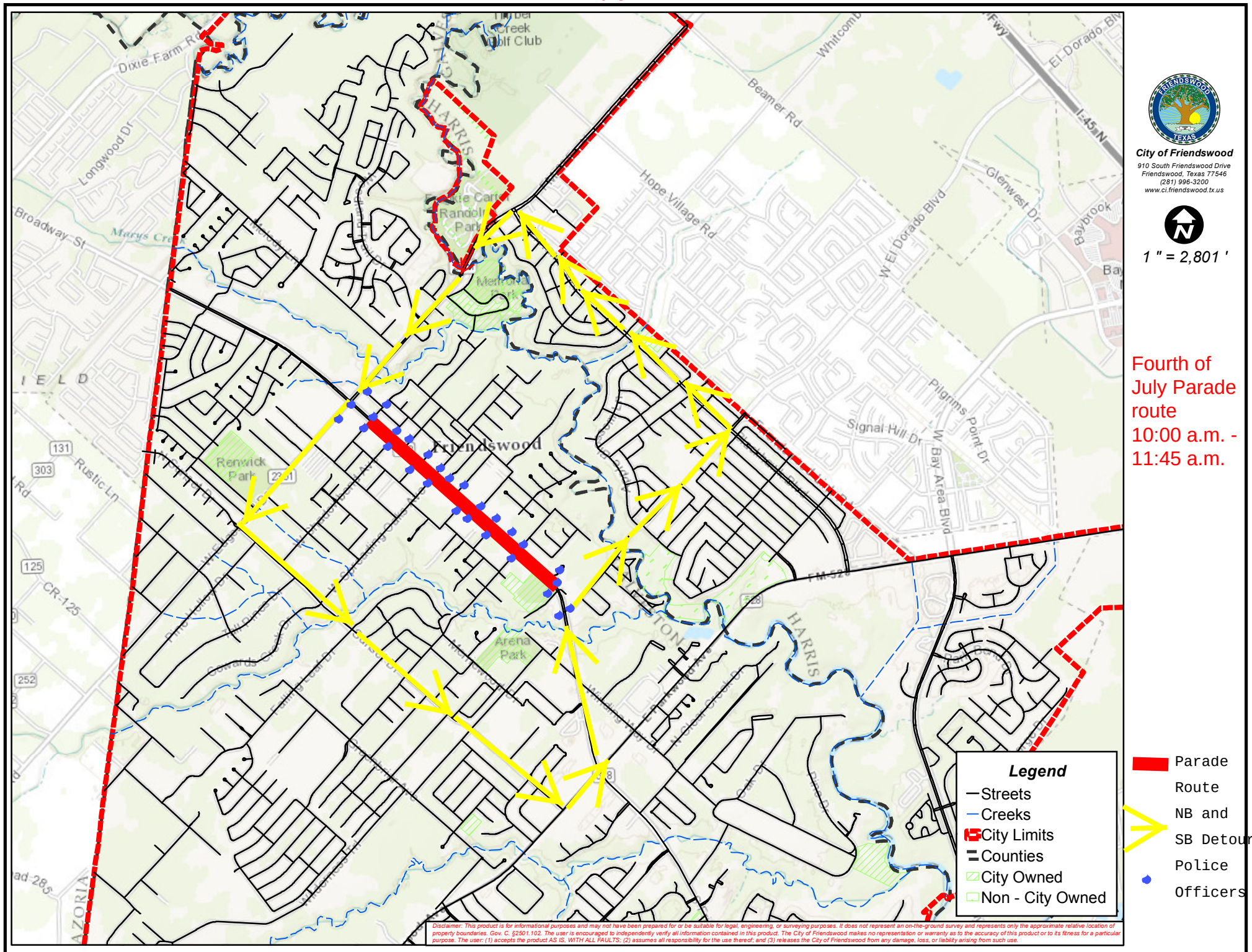
City Facebook Page

City Twitter release

Contact Persons

Mr. James Toney, Director, Community Services Division (281) 996-3229

Lt. James Price, Assistant Police Patrol Commander (281) 993-3441



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 03/03/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution designating *The Galveston County Daily News* as the official newspaper of the City of Friendswood.

Originating Department: City Attorney

Degree of importance: Very high

SUMMARY / ORIGINATING CAUSE

The City Council is required to designate an official newspaper of the City pursuant to Section 11.02 of the Charter. Such newspaper generally shall:

1. devote not less than 25 percent of its total column lineage to general interest items;
2. be published at least once each week;
3. be published in the county in which the City is located;
4. be a public newspaper of general circulation in the City;
5. be entered as second-class postal matter in the county where published;
6. charge the legal rate or a lower rate; and
7. have been published regularly and continuously for at least 12 months before the City publishes notice.

The City recently became aware that its official newspaper, *The Reporter News*, will no longer be offering a printed version of its publication. As such, the City Council must designate another newspaper as the official newspaper of the City. *The Galveston County Daily News* satisfies the above-listed requirements. Therefore, this proposed resolution designates *The Galveston County Daily News* as the official newspaper of the City of Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating Official Newspaper

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, DESIGNATING *THE GALVESTON COUNTY DAILY NEWS* AS THE
OFFICIAL NEWSPAPER OF THE CITY OF FRIENDSWOOD; AND PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is required to designate an official newspaper of the City pursuant to Section 11.02 of the Charter; and

WHEREAS, such newspaper generally shall:

1. devote not less than 25 percent of its total column lineage to general interest items;
2. be published at least once each week;
3. be published in the county in which the City is located;
4. be a public newspaper of general circulation in the City;
5. be entered as second-class postal matter in the county where published;
6. charge the legal rate or a lower rate; and
7. have been published regularly and continuously for at least 12 months before the City publishes notice; and

WHEREAS, the City recently became aware that its official newspaper, *The Reporter News*, will no longer be offering a printed version of its publication; and

WHEREAS, the City Council must designate another newspaper as the official newspaper of the City; and

WHEREAS, *The Galveston County Daily News* satisfies the above-listed requirements; and

WHEREAS, the City Council desires to *The Galveston County Daily News* as the official newspaper of the City of Friendswood; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The City Council hereby designates *The Galveston County Daily News* as the official newspaper of the City of Friendswood.

Section 2. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2022\03-07-2022\Resolution - Designating Official Newspaper.docx

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" Project and the release of the associated one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" Project in February 2021. That maintenance bond has now expired. This agenda item is to authorize the final acceptance of the Blackhawk Boulevard Reconstruction Phase II Package "A" and formally release that bond.

City Staff has conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Joslin Construction, LLC will have its one-year maintenance bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Joslin Construction Texas, LL - Release of Bond



City of Friendswood

Engineering Department

**15355 Blackhawk Boulevard
Friendswood, Texas 77546-2801**

DOCUMENT 00825

Release of Bond

March 07, 2022

PROJECT NAME: Blackhawk Boulevard Reconstruction Phase II Package "A"
PROJECT Number: GO1515

TO: Joslin Construction Texas, LLC
2218 Northpark Dr., Ste. 200
Kingwood, TX 77339

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Warranty. This project was brought before the City Council on March 7, 2022, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Warranty Maintenance Bond, from Liberty Mutual Fire Insurance Company, 2200 Renaissance Blvd., Suite 400, King of Prussia, PA, 19406, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering

Date

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the purchase of a new ambulance chassis and the remount of an ambulance box thereon to replace Ambulance 48.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Friendswood Volunteer Fire Department EMS Division is requesting approval to purchase an ambulance chassis and to remount the ambulance box thereon to replace Ambulance 48, which includes a 2016 International Chassis and a 2015 Frazier Box. Ambulance 48 is included in the VFD Capital Equipment Plan and is scheduled to be replaced this budget year.

The 2015 Frazier box will be remounted on a White 2022 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle. Based on the attached quote, the total cost will be \$160,250.00, which includes a \$600.00 increase for the H-GAC fee and a \$3,500.00 decrease for the trade-in of the 2016 International Chassis.

*The FY22 adopted budget included the appropriation of \$161,000 for ambulance remounting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Purchasing this new ambulance will allow the FVFD EMS Division to maintain their response fleet with reliable vehicles.

RECOMMENDATIONS

Friendswood Volunteer Fire Department EMS Division recommends approval.

ATTACHMENTS

1. Frazer Quote

Customer Quote



1/26/2022 1:22:09 PM

Estimate No: Q2552-0001
Quote Date: 12/23/2021
Expiration Date: 2/28/2022
Salesperson: PB

Invoice To: 10372
Friendswood VFD EMS
City of Friendswood
1610 Whitaker Dr.
Friendswood TX 77546
US

Deliver To:
Friendswood VFD EMS
City of Friendswood
1610 Whitaker Dr.
Friendswood TX 77546
US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 14' Remount	1.00000000	EA	109,900.00000	109,900.00	USD
E-2624							
2	CHASSIS	2022 Ford -450 Diesel	1.00000000	EA	53,250.00000	53,250.00	USD
3	DELIVERY	Customer to pickup FOB Frazer	1.00000000	M	0.00000	0.00	USD
4	HGAC-RMT	HGAC Fee for a Remounted Unit	1.00000000	EA	600.00000	600.00	USD
5	TRADE-IN	Chassis only	1.00000000	EA	-3,500.00000	-3,500.00	USD
Trade-in details TBD							
6	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

Sale Amount: 160,250.00
Order Disc(0.4680%): -750.00
Surcharge: N/A
Sales Tax: 0.00

Misc Charges: 0.00
Total Amount: 159,500.00

Customer Quote



1/26/2022 1:22:09 PM

Estimate No: Q2552-0001
Quote Date: 12/23/2021
Expiration Date: 2/28/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Net 30				



Defining the future of Mobile Healthcare.™

For your convenience, all module pricing has been itemized below per quote Q2552-0001 for Friendswood VFD EMS :

Base Module	\$	21,900.00
Chassis Exterior	\$	18,750.00
Module Exterior	\$	52,900.00
Chassis Interior	\$	3,825.00
Module Interior	\$	12,525.00
Module Total	\$	109,900.00

Items included in above totals:

1. Old Chassis: Make Road Ready	\$	incl
2. Type I 14' Module	\$	incl
3. This is a CAAS Unit	\$	incl

Chassis Exterior:

4. Heat Shielding for Diesel Chassis	\$	1,575.00
5. Chassis : 2022 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Ford White (FA90:YO)	\$	incl
6. Suspension: LiquidSpring	\$	12,300.00
7. Wheel type: Stainless steel covers	\$	incl
8. Road Force Elite tire and wheel balancing	\$	incl
9. Chassis Steps: ArcRite with Sure Grip	\$	1,050.00
10. Grille Guard: Full Replacement Bumper	\$	1,375.00
11. 10" and 12" Air Horns	\$	1,125.00
12. Compressor Type: Standard	\$	650.00
13. Switching Options: Momentary	\$	75.00
14. Siren Amplifier: Howler	\$	1,325.00
15. Window Tint (35% VLT) on Chassis Doors	\$	275.00
16. Passenger's side Grille Light: Whelen M6 Red/Blue Light	\$	100.00
17. Driver's side Grille Light: Whelen M6 Red/Blue Light	\$	100.00
18. Passenger's side Intersect Light: Whelen M6 Red/Blue Light	\$	100.00
19. Driver's side Intersect Light: Whelen M6 Red/Blue Light	\$	100.00
20. UNOC #1717 - Reuse existing air horn compressor in compartment below front I/O, in lieu of furnishing new compressor	\$	-650.00
21. UNOC #2250 - Credit to honor originally quoted pricing for rear axle Liquid Springs	\$	-750.00



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Chassis Exterior Subtotal \$ 18,750.00

Module Exterior:

22. New Power Source: MEPS	\$ 15,000.00
23. New Corner Trim	\$ incl
24. New Corner Caps	\$ incl
25. 10 hour(s) of Body Work	\$ 1,250.00
26. Module Paint Layout: White - Frazer White (Frazer White)	\$ 17,325.00
27. Remove Conspicuity on Rear Wall	\$ 650.00
28. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$ 1,575.00
29. Conspicuity Squares on Entry Doors Matching the Rear Wall	\$ 475.00
30. Conspicuity Strips on Compartments Matching the Rear Wall	\$ 275.00
31. Frazer Provided Graphics	\$ 3,500.00
32. Shore Power: Single 30 Amp	\$ 800.00
33. Pigtail/Plug Option: Pigtail	\$ incl
34. Reconnect Ignition Kill Switch	\$ 125.00
35. UNOC #125 - Plate over entire front wall and reframe front wall pass-thru for F-450; reposition front wall lights to Low-5 layout; includes new front wall Lasco	\$ 1,700.00
36. *Note to Graphics: - Conspicuity squares on entry doors to be White base and Red and Blue directional chevrons, with department patch centered on square (see previous unit). - Conspicuity strips on compartment doors to be White base with Red directional chevrons	\$ incl
37. UNOC #2315 - Replace existing front wall lights #1 and #5 with new M6 Blue lights	\$ 400.00
38. New Battery Charger	\$ 425.00
39. New Dometic A/C with Exhaust Fan	\$ 6,300.00
40. All Cladding/Treadbrite: New	\$ 950.00
41. Module Window Option: Sliding Window	\$ incl
42. Lower BTTs: 2 Grote Lights on each side	\$ incl
43. New Rear Bumper	\$ 750.00
44. New Door Grabbers	\$ incl
45. New Cast License Plate Light	\$ incl
46. UNOC #2312 - Remove and reinstall (2) existing Amber lights in rear treadbrite; furnish and install new pans	\$ 150.00



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47. UNOC #2315 - Replace (2) existing lower rear wall lights with new M6 Blue lights	\$	400.00
48. Replace Gas Hold-Open at Side Entry	\$	incl
49. UNOC #2314 - Replace existing under-body lights, (3) on each side of module, with new Red lights; reconnect to Secondary switch on console	\$	850.00
Module Exterior Subtotal		\$ 52,900.00

Chassis Interior:

50. Siren Speakers: Whelen SA 315 Speakers	\$	incl
51. Tap-2 on Primary Siren	\$	incl
52. Siren Option: Whelen C9 Siren in Console	\$	incl
53. Mic 1 on passenger's side slot 1	\$	incl
54. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
55. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	75.00
56. Slot 2: Single Slot Switch Panel	\$	incl
57. Slot 3: Siren 1	\$	incl
58. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
59. Slot 5: Single Blank	\$	incl
60. Slot 6: Single Blank	\$	incl
61. Kussmaul USB at Console	\$	225.00
62. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB -	\$	incl
63. New Armrest	\$	225.00
64. Console Layout: 6-Slot Console	\$	incl
65. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	700.00
66. Rear of Console: Single Mapholder with Cup Holder	\$	325.00
67. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
68. Camera System: Existing Voyager Monitor with Backup Camera	\$	650.00
69. Aftermarket Vinyl Seats	\$	850.00
70. UNOC #787 - Remove and reinstall Lind power supply in front of the console; battery hot	\$	150.00
71. UNOC #1071 - Remove and reinstall radio equipment: - Motorola 05 radio in console slot 4 - Speaker on front of console next to Lind power supply	\$	300.00



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- Mic on D/S of console slot 1

72. UNOC #786 - Remove and reinstall MDT docking station on extended MDT plate in console; reinstall/reconnect MDT, keyboard, and power	\$ 100.00
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Chassis Interior Subtotal	\$ 3,825.00
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Module Interior:

73. New Blue Interior Trim	\$ 375.00
74. *Note to Engineering:	\$ incl
- Relocate existing 2-high D cylinder holder to front I/O cabinet, facing rear	
- Remove and reinstall fire extinguisher bracket on laydown O2 cabinet	
75. New Action Wall with SSCOR Suction	\$ 1,175.00
76. Location 1: 8 Switch panel	\$ incl
77. Location 2: Existing Single O2 Outlet	\$ incl
78. Location 3: Existing Electric O2 panel with monitor	\$ incl
79. Location 4: Volume Control Knob	\$ incl
80. Location 6: Thermostat	\$ incl
81. Location 7: Blank	\$ incl
82. Location 8: Quad 120 VAC	\$ incl
83. Location 9: Suction	\$ incl
84. Action Wall Switch Layout : Interior Lights; Front Interior Light; Ventilation Fan; Electric O2; Existing Switch (UV Air); Blank; Blank; Blank;	\$ incl
85. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$ incl
86. UNOC #2311 - Install customer provided Technimount base and spacer on action wall countertop; remove and discard existing Ferno monitor mount	\$ 100.00
87. UNOC #2310 - Remove and reinstall existing in-module camera in head knocker, on P/S of clock; reconnect to Voyager monitor.	\$ 250.00
88. *Note to Engineering: Keep existing clock and BTT light in rear head knocker, and BTT bypass switch on P/S of rear wall.	\$ incl
89. Frazer cushions at the Squad Bench	\$ incl
90. Harness Type for Seat Position 3: No Harness	\$ incl
91. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$ 4,750.00
92. Stryker cot tower only (no antler and bar)	\$ incl
93. Floor Options: Existing Stryker Power-LOAD System	\$ 500.00
94. New Loncoin II Sapphire Floor	\$ 3,275.00



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95. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,100.00
Module Interior Subtotal	\$	12,525.00

All Frazer Remounts come standard with the following features:

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



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Email this quote along with your PO
to Paul Brown at pbrown@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



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Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the reappointment of the City Manager to the Friendswood Volunteer Fire Department TESRS (Texas Emergency Services Retirement System) Local Board of Trustees.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

City Council approved Resolution R98-07 in March of 1998 which was the official action indicating the City's decision to participate in the Texas Emergency Services ("TES") Retirement Fund. This fund, formerly known as the Texas Statewide Volunteer Fire Fighters' Retirement Fund, provides retirement, disability and death benefits for volunteer fire fighters. Our emergency medical service volunteers are also covered in this plan, as they are members of the Friendswood Volunteer Fire Department.

Participation in the TES Retirement Fund requires that a local board of trustees be formed. The local board is composed of the following:

1. one (1) one representative selected by the City Council;
2. three (3) members of the Friendswood Volunteer Fire Department chosen by a majority of fire fighters in qualified service; and
3. two (2) members chosen by the other members of the Board.

City Manager Morad Kabiri is currently serving as a trustee on the Board, and his term is set to expire on February 28, 2022. If reappointed, he will serve a two-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Reappoint the City Manager as the representative selected by the governing body.

ATTACHMENTS

1. R98-07

RESOLUTION NO. R98-7

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, ELECTING TO PARTICIPATE IN THE TEXAS STATEWIDE EMERGENCY SERVICES RETIREMENT FUND, TEXAS REVISED CIVIL STATUTES 6243E.3; AND REPEALING RESOLUTION NO. 77-8 WHICH EXEMPTED THE CITY FROM THIS PROGRAM.

* * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The City of Friendswood, Texas, by and through its governing body, elects to, and does hereby elect to participate in the Texas Statewide Emergency Services Retirement Fund, Texas Civil Revised Statutes 6243e.3 (the "Act").

Section 2. The City Council of the City of Friendswood, Texas, does hereby authorize the Mayor to execute the Contract with the Fire Fighters' Pension Commission, a true and correct copy of which is attached hereto and incorporated herein by reference.

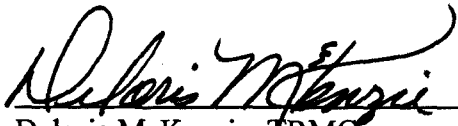
Section 3. The City Council agrees to include in the annual budget and fund contributions to the Texas Statewide Emergency Services Retirement Fund as required by state law, to transfer any funds required to be merged or transferred by state law, until such time as a majority of the Fire Department and City Council may elect to remove the City from the provisions of the Act. The City Council hereby appoints the Board of Trustees of the Emergency Services Personnel Retirement Fund S.B. 411 of Friendswood, Texas as listed on page 2 of the attached Contract.

Section 4. Resolution No. 77-8, passed and approved on the 26th day of September 1977, exempting the City of Friendswood from participation in the Act's retirement fund, is hereby repealed and rescinded and is of no further force and effect.

PASSED AND APPROVED this 2nd day of March 1998.


Harold L. Whitaker
Mayor

ATTEST


Deloris McKenzie, TRMC
City Secretary

To: The Fire Fighters' Pension Commission
P.O. Box 12577
Austin, TX 78711

FP 102
Merging Department
Revised 9-1-97

**TEXAS STATEWIDE EMERGENCY SERVICES RETIREMENT FUND
CONTRACT WITH THE**

Friendswood Volunteer Fire DEPARTMENT
IN Friendswood, TEXAS



Complying with the provisions of the Texas Statewide Emergency Services Retirement Fund S.B. 411, Acts of the 65th Legislature, Regular Sessions, 1977, we wish to advise that:

1. The Friendswood Volunteer Fire Department in Friendswood Texas held a meeting on February 24, 19 98, and has decided to participate under the provisions of the above Act beginning on April 1, 19 98. (Effective date of entry.)
2. Contributions by the governing body are to be made payable to the "Emergency Services Personnel Retirement Fund S.B. 411" and mailed to the Fire Fighters' Pension Commission. The contributions are to be paid in advance, at least annually, as required by the provisions of S.B. 411.
 - a. Dues of \$ 12.00 per month will be made in behalf of each participating member, to be paid in advance and at least annually.
 - b. The lump-sum amount of prior service is \$ ~~132,000.~~ 132,022.00 *HW ER*
A 3 year payout has been chosen to fund the above prior service accounting to the provisions in Section 11 of the Act under S.B. 411. An interest rate of -0- % has been assumed in the 10 and 20 year payout method to be actuarially sound. The 3 year payout is interest free.
An amount of \$ ~~11,500.~~ 44,007.33 *33/34 ER HW* will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" per year for the duration of the above prior service period chosen. The payments are to be made at least annually. Based on 80 qualified firemen.
 - c. An amount of at least \$300/year/retiree and \$200.04/year/spouse will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" for retirees and spouses merging from the Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258), according to the provision in Section 11 (g) of the Act under S.B. 411. Retirees will be paid \$ N/A /year. Spouses \$ N/A /year.
3. A merging department must transfer the funds in it's local pension fund account to the S.B. 411 system. The N/A department has \$ N/A in its local pension fund. This amount may be used to pay the cost of prior service and/or Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258) costs until it is exhausted. Any interest earned on this transfer after the date of entry into S.B. 411 belongs to the pension fund. The department wishes to use it's local pension fund to pay N/A

4. The governing entity understands it is responsible for the payment of Texas Local Fire Fighters' Retirement Act pensions when the transfer is exhausted.
5. The membership understands that the signing of this contract rescinds any exemption from the pension law enacted by the governing body and that the department will be bound by Section 12 of the law should it wish to withdraw from the system.

6. Entities that have not participated in a pension system prior to entering S.B. 411 understand that they are bound to the same requirements of the law as are departments which previously belonged to the TLFFRA pension plan.

The membership of the Board of Trustees of the Emergency Services Personnel Retirement Fund S.B. 411 of Friendswood, Texas has been duly organized in accordance with the provisions of the Act under S.B. 411 and is composed of the following officials and members of the department.

1. Ronald E. Cox
Signature - Representative, Governing Body
2. Lisa Camp
Signature - Member, Emergency Services Dept.
3. Dan Key
Signature - Member, Emergency Services Dept.
4. Mark A. Turvey
Signature - Member, Emergency Services Dept.
5. B.R. Baust Sr.
Signature - Member, Emergency Services Dept.
6. Mark Garvin
Signature - Member, Emergency Services Dept.
7. _____
Signature - Resident of Political Subdivision
8. _____
Signature - Resident of Political Subdivision

- Ronald E. Cox
(Name printed or typed)
- Lisa Camp
(Name printed or typed)
- Dan Key
(Name printed or typed)
- Mark Turvey
(Name printed or typed)
- Roger Baust
(Name printed or typed)
- Mark Garvin
(Name printed or typed)
- _____
(Name printed or typed)
- _____
(Name printed or typed)

Respectfully submitted:
(Must have at least one signature)

Harold L. Whitaker
Mayor (if applicable) Harold L. Whitaker
March 2, 1998

Approved By:

Meri E. Sandifer
Commissioner

3-13-98
Date

County Judge (if applicable)

District President (if applicable)

(Seal of Governing Body)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the January 2022 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax January 2022



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston

722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



February 7, 2022

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of January, 2022 is true and correct.

Under my hand and seal this 7th day of February, 2022.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

02/02/2022 15:07:07 3940154
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2022 THRU 01/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 37
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	4,867,032.29	.00	.00	.00	4,867,032.29	.00	.00	.00	4,867,032.29
	I & S	.102167	1,291,065.81	.00	.00	.00	1,291,065.81	.00	.00	.00	1,291,065.81
	TOTAL	.487314	6,158,098.10	.00	.00	.00	6,158,098.10	.00	.00	.00	6,158,098.10
2020	M & O	.392153	3,164.92	.00	1,084.08	.00	4,249.00	1,308.84	.00	.00	5,557.84
	I & S	.095161	768.11	.00	263.09	.00	1,031.20	.00	.00	.00	1,031.20
	TOTAL	.487314	3,933.03	.00	1,347.17	.00	5,280.20	1,308.84	.00	.00	6,589.04
2019	M & O	.432160	269.15	.00	521.70	.00	790.85	244.44	.00	.00	1,035.29
	I & S	.089279	55.63	.00	107.79	.00	163.42	.00	.00	.00	163.42
	TOTAL	.521439	324.78	.00	629.49	.00	954.27	244.44	.00	.00	1,198.71
2018	M & O	.437173	961.76	.00	130.59	.00	1,092.35	.00	.00	.00	1,092.35
	I & S	.095218	209.31	.00	28.44	.00	237.75	.00	.00	.00	237.75
	TOTAL	.532391	1,171.07	.00	159.03	.00	1,330.10	.00	.00	.00	1,330.10
2017	M & O	.432349	1,152.63	.00	217.71	.00	1,370.34	.00	.00	.00	1,370.34
	I & S	.095000	253.39	.00	47.84	.00	301.23	.00	.00	.00	301.23
	TOTAL	.527349	1,406.02	.00	265.55	.00	1,671.57	.00	.00	.00	1,671.57
2016	M & O	.462000	1,122.18	.00	294.86	.00	1,417.04	.00	.00	.00	1,417.04
	I & S	.064000	203.91	.00	53.61	.00	257.52	.00	.00	.00	257.52
	TOTAL	.546000	1,326.09	.00	348.47	.00	1,674.56	.00	.00	.00	1,674.56
2015	M & O	.497200	522.26	.00	168.91	.00	691.17	.00	.00	.00	691.17
	I & S	.071500	75.07	.00	24.29	.00	99.36	.00	.00	.00	99.36
	TOTAL	.568700	597.33	.00	193.20	.00	790.53	.00	.00	.00	790.53
2014	M & O	.530300	529.92	.00	212.46	.00	742.38	.00	.00	.00	742.38
	I & S	.061100	61.02	.00	24.48	.00	85.50	.00	.00	.00	85.50
	TOTAL	.591400	590.94	.00	236.94	.00	827.88	.00	.00	.00	827.88
2013	M & O	.530300	518.41	.00	260.38	.00	778.79	.00	.00	.00	778.79
	I & S	.061100	59.70	.00	30.00	.00	89.70	.00	.00	.00	89.70
	TOTAL	.591400	578.11	.00	290.38	.00	868.49	.00	.00	.00	868.49
2012	M & O	.530700	521.19	.00	288.40	.00	809.59	.00	.00	.00	809.59
	I & S	.066300	65.20	.00	36.03	.00	101.23	.00	.00	.00	101.23
	TOTAL	.597000	586.39	.00	324.43	.00	910.82	.00	.00	.00	910.82
2011	M & O	.521800	484.46	.00	326.89	.00	811.35	.00	.00	.00	811.35
	I & S	.068400	63.51	.00	42.85	.00	106.36	.00	.00	.00	106.36
	TOTAL	.590200	547.97	.00	369.74	.00	917.71	.00	.00	.00	917.71
2010	M & O	.519800	501.77	.00	373.61	.00	875.38	.00	.00	.00	875.38
	I & S	.065300	63.06	.00	46.93	.00	109.99	.00	.00	.00	109.99
	TOTAL	.585100	564.83	.00	420.54	.00	985.37	.00	.00	.00	985.37

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TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2022 THRU 01/31/2022
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLIBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.499700	484.89	.00	394.34	.00	879.23	.60	.00	.00	879.83
	I & S	.080000	77.63	.00	63.12	.00	140.75	.00	.00	.00	140.75
	TOTAL	.579700	562.52	.00	457.46	.00	1,019.98	.60	.00	.00	1,020.58
2008	M & O	.509700	484.59	.00	439.10	.00	923.69	.00	.00	.00	923.69
	I & S	.070000	66.55	.00	60.30	.00	126.85	.00	.00	.00	126.85
	TOTAL	.579700	551.14	.00	499.40	.00	1,050.54	.00	.00	.00	1,050.54
2007	M & O	.501600	.50	.00	.84	.00	1.34	.00	.00	.00	1.34
	I & S	.074800	.08	.00	.13	.00	.21	.00	.00	.00	.21
	TOTAL	.576400	.58	.00	.97	.00	1.55	.00	.00	.00	1.55
ALL	M & O		4,877,750.92	.00	4,713.87	.00	4,882,464.79	1,553.88	.00	.00	4,884,018.67
ALL	I & S		1,293,087.98	.00	828.90	.00	1,293,916.88	.00	.00	.00	1,293,916.88
ALL	TOTAL		6,170,838.90	.00	5,542.77	.00	6,176,381.67	1,553.88	.00	.00	6,177,935.55
DLQ	M & O		10,718.63	.00	4,713.87	.00	15,432.50	1,553.88	.00	.00	16,986.38
DLQ	I & S		2,022.17	.00	828.90	.00	2,851.07	.00	.00	.00	2,851.07
DLQ	TOTAL		12,740.80	.00	5,542.77	.00	18,283.57	1,553.88	.00	.00	19,837.45
CURR	M & O		4,867,032.29	.00	.00	.00	4,867,032.29	.00	.00	.00	4,867,032.29
CURR	I & S		1,291,065.81	.00	.00	.00	1,291,065.81	.00	.00	.00	1,291,065.81
CURR	TOTAL		6,158,098.10	.00	.00	.00	6,158,098.10	.00	.00	.00	6,158,098.10

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TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
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JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2008 902011322T	202463	202112	546.79-	0.00	501.68-	0.00 CERT	0.00	1,048.47-TR
	2008 TOTAL		546.79-	0.00	501.68-	0.00	0.00	1,048.47-
2009 902011322T	202463	202112	546.79-	0.00	457.94-	0.00 CERT	0.00	1,004.73-TR
	2009 TOTAL		546.79-	0.00	457.94-	0.00	0.00	1,004.73-
2010 902011322T	202463	202112	546.79-	0.00	414.20-	0.00 CERT	0.00	960.99-TR
	2010 TOTAL		546.79-	0.00	414.20-	0.00	0.00	960.99-
2012 902011322T	202463	202112	546.79-	0.00	326.71-	0.00 CERT	0.00	873.50-TR
	2012 TOTAL		546.79-	0.00	326.71-	0.00	0.00	873.50-
2013 902011322T	202463	202112	546.79-	0.00	282.97-	0.00 CERT	0.00	829.76-TR
2013 902011322T	202463	202112	546.79-	0.00	282.97-	0.00 CERT	0.00	829.76-TR
	2013 TOTAL		1,093.58-	0.00	565.94-	0.00	0.00	1,659.52-
2014 902011322T	202463	202112	546.79-	0.00	239.22-	0.00 TRLL	0.00	786.01-TR
	2014 TOTAL		546.79-	0.00	239.22-	0.00	0.00	786.01-
2015 902011322T	202463	202112	546.79-	0.00	195.48-	0.00 CERT	0.00	742.27-TR
	2015 TOTAL		546.79-	0.00	195.48-	0.00	0.00	742.27-
2016 902011322T	202463	202112	546.79-	0.00	151.67-	0.00 CERT	0.00	698.46-TR
2016 902011322T	202463	202112	546.79-	0.00	149.53-	0.00 CERT	0.00	696.32-TR

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2016 TOTAL			1,093.58-	0.00	301.20-	0.00	0.00	1,394.78-
2017 902011322T	202463	202112	614.59-	0.00	122.92-	0.00 1757	0.00	737.51-TR
2017 TOTAL			614.59-	0.00	122.92-	0.00	0.00	737.51-
2018 902011322T	202463	202112	494.36-	0.00	74.15-	0.00 CERT	0.00	568.51-TR
2018 902011322T	202463	202112	494.36-	0.00	74.15-	0.00 CERT	0.00	568.51-TR
2018 TOTAL			988.72-	0.00	148.30-	0.00	0.00	1,137.02-
2019 RF220120	168920	201912	0.00	0.00	0.00	0.00 1951	180.16-	180.16-RF
2019 RF220120	168920	201912	180.16-	0.00	0.00	0.00 1951	180.16	0.00 RF
2019 RF220120	200602	202001	130.36-	0.00	0.00	0.00 1951	130.36	0.00 RF
2019 RF220120	200602	202001	0.00	0.00	0.00	0.00 1951	130.36-	130.36-RF
2019 RF220120	394581	201911	0.00	0.00	0.00	0.00 1951	1,297.34-	1,297.34-RF
2019 RF220120	394581	201911	1,297.34-	0.00	0.00	0.00 1951	1,297.34	0.00 RF
2019 RF220120	610673	201912	0.00	0.00	0.00	0.00 1951	424.89-	424.89-RF
2019 RF220120	610673	201912	424.89-	0.00	0.00	0.00 1951	424.89	0.00 RF
2019 TOTAL			2,032.75-	0.00	0.00	0.00	0.00	2,032.75-
2020 864011222CHC	10434000000007	202201	636.97-	0.00	152.87-	157.97-CERT	0.00	947.81-TR
2020 RF220120	168841	202012	0.00	0.00	0.00	0.00 20S1	121.83-	121.83-RF
2020 RF220120	168841	202012	121.83-	0.00	0.00	0.00 20S1	121.83	0.00 RF
2020 RF220120	168920	202012	0.00	0.00	0.00	0.00 20S1	372.51-	372.51-RF
2020 RF220120	168920	202012	372.51-	0.00	0.00	0.00 20S1	372.51	0.00 RF
2020 RF220120	200602	202101	0.00	0.00	0.00	0.00 20S1	179.97-	179.97-RF
2020 RF220120	200602	202101	179.97-	0.00	0.00	0.00 20S1	179.97	0.00 RF
2020 RF220120	201688	202012	218.08-	0.00	0.00	0.00 20S1	218.08	0.00 RF
2020 RF220120	201688	202012	0.00	0.00	0.00	0.00 20S1	218.08-	218.08-RF
2020 902011322T	202463	202112	494.36-	0.00	24.72-	0.00 CERT	0.00	519.08-TR
2020 RF220120	219106	202012	205.46-	0.00	0.00	0.00 20S1	205.46	0.00 RF
2020 RF220120	219106	202012	0.00	0.00	0.00	0.00 20S1	205.46-RF	205.46-RF
2020 RF220120	394581	202011	0.00	0.00	0.00	0.00 20S1	1,267.21-	1,267.21-RF
2020 RF220120	394581	202011	1,267.21-	0.00	0.00	0.00 20S1	1,267.21	0.00 RF
2020 RF220120	610673	202012	0.00	0.00	0.00	0.00 20S1	480.44-	480.44-RF
2020 RF220120	610673	202012	480.44-	0.00	0.00	0.00 20S1	480.44	0.00 RF
2020 RF220120	734019	202011	0.00	0.00	0.00	0.00 20S1	35.01-	35.01-RF
2020 RF220120	734019	202011	35.01-	0.00	0.00	0.00 20S1	35.01	0.00 RF

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TAX COLLECTION SYSTEM
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FROM: 01/01/2022 THRU 01/31/2022
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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020 TOTAL			4,011.84-	0.00	177.59-	157.97-	0.00	4,347.40-
2021 902011222T	1022370000002	202111	699.19-	0.00	0.00	0.00 CERT	0.00	699.19-TR
2021 807977011022	1035020000013	202112	866.76-	0.00	0.00	0.00 HS4	0.00	866.76-TR
2021 864011222CHC	1043400000007	202201	700.66-	0.00	0.00	0.00 CERT	0.00	700.66-TR
2021 902011422T	1050130000012	202111	44.58-	0.00	0.00	0.00 CERT	0.00	44.58-TR
2021 902011422T	1050130000012	202111	44.58-	0.00	0.00	0.00 CERT	0.00	44.58-TR
2021 902011222T	1055770000053	202110	391.45-	0.00	0.00	0.00 CERT	0.00	391.45-TR
2021 924010322PHC	1084770000006	202112	1,438.42-	0.00	0.00	0.00 CERT	0.00	1,438.42-RI
2021 864012822CHC	1098320000012	202201	974.94-	0.00	0.00	0.00 CERT	0.00	974.94-TR
2021 924011122CHC	1209130010030	202201	1,049.15-	0.00	0.00	0.00 CERT	0.00	1,049.15-TR
2021 902010522T	1209130030015	202111	58.48-	0.00	0.00	0.00 HK01	0.00	58.48-TR
2021 RF220120	168421	202112	257.98-	0.00	0.00	0.00 21S0	257.98	0.00 RF
2021 RF220120	168421	202112	0.00	0.00	0.00	0.00 21S0	257.98-	257.98-RF
2021 902011222T	168549	202112	320.74-	0.00	0.00	0.00 CERT	0.00	320.74-TR
2021 902011822T	168785	202201	93.55-	0.00	0.00	0.00 CERT	0.00	93.55-TR
2021 RF220120	168841	202112	204.25-	0.00	0.00	0.00 21S0	204.25	0.00 RF
2021 RF220120	168841	202112	0.00	0.00	0.00	0.00 21S0	204.25-	204.25-RF
2021 RF220120	168920	202112	0.00	0.00	0.00	0.00 21S0	629.94-	629.94-RF
2021 RF220120	168920	202112	629.94-	0.00	0.00	0.00 21S0	629.94-	629.94-RF
2021 RF220120	168927	202201	0.00	0.00	0.00	0.00 21S0	368.01-	368.01-RF
2021 RF220120	168927	202201	0.00	0.00	0.00	0.00 21S0	368.01	0.00 RF
2021 924010622PHC	168944	202112	3,271.33-	0.00	0.00	0.00 CERT	0.00	3,271.33-RI
2021 864010722PHC	184135	202112	656.59-	0.00	0.00	0.00 CERT	0.00	656.59-RI
2021 924012422PHC	184361	202201	211.21-	0.00	0.00	0.00 21S0	0.00	211.21-RI
2021 924010622PHC	200443	202112	2,049.36-	0.00	0.00	0.00 CERT	0.00	2,049.36-RI
2021 RF220120	200500	202112	121.83-	0.00	0.00	0.00 21S0	121.83	0.00 RF
2021 RF220120	200500	202112	0.00	0.00	0.00	0.00 21S0	121.83-	121.83-RF
2021 924012422CHC	201030	202201	1,486.70-	0.00	0.00	0.00 CERT	0.00	1,486.70-TR
2021 RF220120	201688	202112	218.08-	0.00	0.00	0.00 21S0	218.08	0.00 RF
2021 RF220120	201688	202112	0.00	0.00	0.00	0.00 21S0	218.08-	218.08-RF
2021 924011122CHC	202108	202201	90.99-	0.00	0.00	0.00 CERT	0.00	90.99-TR
2021 902012822T	202299	202111	1,235.05-	0.00	0.00	0.00 CERT	0.00	1,235.05-TR
2021 902011322T	202463	202112	494.36-	0.00	0.00	0.00 CERT	0.00	494.36-TR
2021 RF220120	202995	202112	121.83-	0.00	0.00	0.00 21S0	121.83	0.00 RF
2021 RF220120	202995	202112	0.00	0.00	0.00	0.00 21S0	121.83-	121.83-RF
2021 RF220120	219106	202112	327.32-	0.00	0.00	0.00 21S0	327.32	0.00 RF
2021 RF220120	219106	202112	0.00	0.00	0.00	0.00 21S0	327.32-	327.32-RF
2021 RF220120	231896	202201	0.00	0.00	0.00	0.00 21S0	1,701.94-	1,701.94-RF
2021 RF220120	231896	202201	1,701.94-	0.00	0.00	0.00 21S0	1,701.94	0.00 RF
2021 RF220104	288567	202112	10,914.86-	0.00	0.00	0.00 21S0	10,914.86	0.00 RF
2021 RF220104	288567	202112	0.00	0.00	0.00	0.00 21S0	10,914.86-	10,914.86-RF
2021 902012422T	288744	202110	619.89-	0.00	0.00	0.00 CERT	0.00	619.89-TR

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TAX COLLECTION SYSTEM
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JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF220120	299155	202112	107.23-	0.00	0.00	0.00 2150	107.23	0.00 RF
2021	RF220120	299155	202112	0.00	0.00	0.00	0.00 2150	107.23-	107.23-RF
2021	864011822PHC	306994	202201	724.58-	0.00	0.00	0.00 2150	0.00	724.58-TR
2021	RF220120	310910	202112	0.00	0.00	0.00	0.00 2150	37.56-	37.56-RF
2021	RF220120	310910	202112	37.56-	0.00	0.00	0.00 CERT	37.56	0.00 RF
2021	864011222CHC	350957	202201	2,779.59-	0.00	0.00	0.00 2150	0.00	2,779.59-TR
2021	RF220120	394581	202110	0.00	0.00	0.00	0.00 2150	1,306.00-	1,306.00-RF
2021	RF220120	394581	202110	1,306.00-	0.00	0.00	0.00 2150	1,306.00	0.00 RF
2021	864012022CHC	412787	202201	1,548.53-	0.00	0.00	0.00 CERT	0.00	1,548.53-TR
2021	RF220120	414483	202112	36.77-	0.00	0.00	0.00 2150	36.77	0.00 RF
2021	RF220120	414483	202112	0.00	0.00	0.00	0.00 2150	36.77-	36.77-RF
2021	RF220120	414489	202112	0.00	0.00	0.00	0.00 2150	173.40-	173.40-RF
2021	RF220120	414489	202112	173.40-	0.00	0.00	0.00 2150	173.40	0.00 RF
2021	RF220120	414802	202201	0.00	0.00	0.00	0.00 2150	115.06-	115.06-RF
2021	RF220120	414802	202201	115.06-	0.00	0.00	0.00 2150	115.06	0.00 RF
2021	RF220120	522412	202201	148.73-	0.00	0.00	0.00 2150	148.73	0.00 RF
2021	RF220120	522412	202201	0.00	0.00	0.00	0.00 2150	171.12-	171.12-RF
2021	RF220120	601639	202112	0.00	0.00	0.00	0.00 2150	171.12	0.00 RF
2021	RF220120	601639	202112	171.12-	0.00	0.00	0.00 2150	649.87	649.87-RF
2021	RF220120	610673	202112	649.87-	0.00	0.00	0.00 2150	121.83-	121.83-RF
2021	RF220120	610686	202201	0.00	0.00	0.00	0.00 2150	121.83	0.00 RF
2021	RF220120	610686	202201	0.00	0.00	0.00	0.00 CERT	0.00	2,415.11-TR
2021	924010322CHC	610832	202112	2,415.11-	0.00	0.00	0.00 CERT	0.00	886.65-RF
2021	864011822PHC	613637	202112	886.65-	0.00	0.00	0.00 2150	121.83-	121.83-RF
2021	RF220120	726297	202112	0.00	0.00	0.00	0.00 2150	121.83	0.00 RF
2021	RF220120	726297	202112	121.83-	0.00	0.00	0.00 CERT	0.00	1,070.97-RF
2021	924012022PHC	735212	202201	1,070.97-	0.00	0.00	0.00 CERT	0.00	1,044.12-RF
2021	924012022PHC	735213	202201	1,044.12-	0.00	0.00	0.00 2150	236.28-	236.28-RF
2021	RF220120	735851	202110	0.00	0.00	0.00	0.00 2150	236.28	0.00 RF
2021	RF220120	735851	202110	236.28-	0.00	0.00	0.00 2150	0.00	45,359.25-
2021 TOTAL				45,359.25-	0.00	0.00	0.00	0.00	45,359.25-
TOTAL REVERSALS				58,475.05-	0.00	3,451.18-	157.97-	0.00	62,084.20-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 01/01/2022 THRU 01/31/2022
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EPF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2007 TOTAL			0.58	0.00	0.97	0.00	0.00	1.55
2008 TOTAL			1,097.93	0.00	1,001.08	0.00	0.00	2,099.01
2009 TOTAL			1,109.31	0.00	915.40	0.60	0.00	2,025.31
2010 TOTAL			1,111.62	0.00	834.74	0.00	0.00	1,946.36
2011 TOTAL			547.97	0.00	369.74	0.00	0.00	917.71
2012 TOTAL			1,133.18	0.00	651.14	0.00	0.00	1,784.32
2013 TOTAL			1,671.69	0.00	856.32	0.00	0.00	2,528.01
2014 TOTAL			1,137.73	0.00	476.16	0.00	0.00	1,613.89
2015 TOTAL			1,144.12	0.00	388.68	0.00	0.00	1,532.80
2016 TOTAL			2,419.67	0.00	649.67	0.00	0.00	3,069.34
2017 TOTAL			2,020.61	0.00	388.47	0.00	0.00	2,409.08
2018 TOTAL			2,159.79	0.00	307.33	0.00	0.00	2,467.12
2019 TOTAL			2,357.53	0.00	629.49	244.44	0.00	3,231.46
2020 TOTAL			7,944.87	0.00	1,524.76	1,466.81	0.00	10,936.44
2021 TOTAL			6,203,457.35	0.00	0.00	0.00	0.00	6,203,457.35
TOTAL PAYMENTS			6,229,313.95	0.00	8,993.95	1,711.85	0.00	6,240,019.75
2008 TOTAL			546.79-	0.00	501.68-	0.00	0.00	1,048.47-
2009 TOTAL			546.79-	0.00	457.94-	0.00	0.00	1,004.73-
2010 TOTAL			546.79-	0.00	414.20-	0.00	0.00	960.99-
2012 TOTAL			546.79-	0.00	326.71-	0.00	0.00	873.50-
2013 TOTAL			1,093.58-	0.00	565.94-	0.00	0.00	1,659.52-
2014 TOTAL			546.79-	0.00	239.22-	0.00	0.00	786.01-
2015 TOTAL			546.79-	0.00	195.48-	0.00	0.00	742.27-
2016 TOTAL			1,093.58-	0.00	301.20-	0.00	0.00	1,394.78-
2017 TOTAL			614.59-	0.00	122.92-	0.00	0.00	737.51-
2018 TOTAL			988.72-	0.00	148.30-	0.00	0.00	1,137.02-
2019 TOTAL			2,032.75-	0.00	0.00	0.00	0.00	2,032.75-
2020 TOTAL			4,011.84-	0.00	177.59-	157.97-	0.00	4,347.40-
2021 TOTAL			45,359.25-	0.00	0.00	0.00	0.00	45,359.25-
TOTAL REVERSALS			58,475.05-	0.00	3,451.18-	157.97-	0.00	62,084.20-
TOTAL FOR UNIT			6,170,838.90	0.00	5,542.77	1,553.88	0.00	6,177,935.55

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 01/31/2022

INCLUDES AG ROLLBACK

PAGE: 20

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	228,075,300	4,442,742,492	00.467314	20,917,058.09	14,109

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	1,087,349.66	1,087,349.66	17,714,865.53	17,714,865.53	3,202,192.56	84.69	0.00
2020	163,896.15	17,455.04	17,455.04	87,278.07	87,278.07	59,163.04	59.60	0.00
2019	51,659.09	7,418.84	7,418.84	9,294.50	9,294.50	34,945.75	21.01	0.04
2018	26,368.69	1,116.38	1,116.38	3,404.80	3,404.80	21,847.51	13.48	0.00
2017	16,281.55	65.92	65.92	2,019.97	2,019.97	14,195.66	12.46	0.00
2016	14,103.51	123.32	123.32	1,628.89	1,628.89	12,351.30	11.65	123.32
2015	13,124.77	.00	0.00	732.32	732.32	12,392.45	5.58	0.00
2014	13,834.13	.00	0.00	845.76	845.76	12,988.37	6.11	0.00
2013	10,663.54	.00	0.00	621.45	621.45	10,042.09	5.83	0.00
2012	10,529.67	.00	0.00	606.30	606.30	9,923.37	5.76	0.00
2011	9,853.75	.00	0.00	552.44	552.44	9,301.31	5.61	0.00
2010	4,816.43	188.90	188.90	575.76	575.76	4,051.77	12.44	188.90
2009	6,212.93	145.52	145.52	568.90	568.90	5,498.51	9.38	145.52
2008	5,594.70	625.90	625.90	556.94	556.94	4,411.86	11.21	625.90
2007	1,976.80	622.34	622.34	6.38	6.38	1,348.08	.47	622.34
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39	.04	0.00
2005	1,421.45	.00	0.00	0.60	0.60	1,420.85	.00	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	.00	0.00
2002	924.85	412.09	412.09	0.00	0.00	512.76	.00	412.09
2001	941.66	412.09	412.09	0.00	0.00	529.57	.00	412.09
2000	510.23	412.09	412.09	0.00	0.00	98.14	.00	412.09
****	20,186,467.31	1,058,351.23	1,058,351.23	17,823,558.61	17,823,558.61	3,421,259.93		2,942.29

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	5,827,810.207	5,827,810.207	62,819,452	163,610-	62,655,842	5,890,466,049
AG EXCLUSION	33,691,313	33,691,313	204,734	0	204,734	33,896,047
IMPROVEMENTS	775,157,465	775,157,465	229,585,034	12,258,381-	217,326,653	992,484,118
APPRAISED VALUE	5,827,810.207	5,827,810.207	292,404,486	12,421,991-	279,982,495	6,107,792,702
EXEMPTIONS	1,579,451,702	1,579,451,702	47,878,492	4,028,703	51,907,195	1,631,358,897
TAXABLE VALUE	4,214,667,192	4,214,667,192	244,525,994	16,450,694-	228,075,300	4,442,742,492
LEVY	19,829,708.43	19,829,708.43	1,322,680.62	235,330.96-	1,087,349.66	20,917,058.09
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	533	36	38	10,336
OVER 65	3,255	3,255	156	33	34	3,289
DISABLED	181	181	6	1	1	182
VETERAN	240	240	15	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	1,872,520-	1,872,520-	704,540,820
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	1,872,520-	1,872,520-	5,041,401,732
EXEMPTIONS	1,218,139,975	1,218,139,975	0	1,767,362	1,767,362	1,219,907,337
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	3,639,882-	3,639,882-	3,794,157,087
LEVY	163,896.15	163,896.15	.00	17,455.04-	17,455.04-	146,441.11
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	25	25	10,245
OVER 65	3,163	3,163	0	12	12	3,175
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	726,366	1,800-	724,566	646,656,438
APPRAISED VALUE	4,537,437,822	4,537,437,822	726,366	1,800-	724,566	4,538,162,388
EXEMPTIONS	1,018,439,121	1,018,439,121	726,366	1,300,331	2,026,697	1,020,465,818
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,302,131-	1,302,131-	3,493,012,879
LEVY	51,659.09	51,659.09	.00	7,418.84-	7,418.84-	44,240.25
UNCOLLECTIBLE	.00	.04	.00	.00	.00	.04
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	15	15	10,015
OVER 65	2,975	2,975	0	8	8	2,983
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,800-	1,800-	617,898,609
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,800-	1,800-	4,207,372,718
EXEMPTIONS	891,117,422	891,117,422	0	207,716	207,716	891,325,138
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	209,516-	209,516-	3,292,204,670
LEVY	26,368.69	26,368.69	.00	1,116.38-	1,116.38-	25,252.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	2	2	206
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	12,500	12,500	988,838,934
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	12,500-	12,500-	3,263,988,098
LEVY	16,281.55	16,281.55	.00	65.92-	65.92-	16,215.63
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	2	2	209
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITYINCLUDES AG ROLLBACK
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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	.00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	.00	.00	.00	145.52
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2008
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2021 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 01/31/2022 -----
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	1	1	7,212
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	1	1	99
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2007
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2001
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 225
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2000
JURISDICTION: 0337 FRIENDSWOOD CITY

PAGE: 226
INCLUDES AG ROLLBACK

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: February 3, 2022 1:39 PM

For Remitted Deposit Dates 01/01/2022 thru 01/31/2022 as of 02/03/2022

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 73164	Print Date:01/05/2022						
	Current	494,131.36	131,077.01	0.00	0.00	0.00	625,208.37
	Delq	7,648.47	1,183.63	0.00	0.00	0.00	8,832.10
Last Deposit Date	01/03/2022	\$501,779.83	\$132,260.64	\$0.00	\$0.00	\$0.00	\$634,040.47
ACH 73207	Print Date:01/05/2022						
	Current	20,933.34	5,552.92	0.00	0.00	0.00	26,486.26
	Delq	12.59	3.05	0.00	0.00	0.00	15.64
Last Deposit Date	01/04/2022	\$20,945.93	\$5,555.97	\$0.00	\$0.00	\$0.00	\$26,501.90
ACH 73249	Print Date:01/06/2022						
	Current	41,561.08	11,024.85	0.00	0.00	0.00	52,585.93
	Delq	906.39	189.09	0.00	0.00	0.00	1,095.48
Last Deposit Date	01/05/2022	\$42,467.47	\$11,213.94	\$0.00	\$0.00	\$0.00	\$53,681.41
ACH 73294	Print Date:01/10/2022						
	Current	557,883.14	147,988.28	0.00	0.00	0.00	705,871.42
	Delq	95.97	19.16	0.00	0.00	0.00	115.13
Last Deposit Date	01/06/2022	\$557,979.11	\$148,007.44	\$0.00	\$0.00	\$0.00	\$705,986.55
ACH 73340	Print Date:01/10/2022						
	Current	281,211.81	74,596.40	0.00	0.00	0.00	355,808.21
	Delq	170.85	32.06	0.00	0.00	0.00	202.91
Last Deposit Date	01/07/2022	\$281,382.66	\$74,628.46	\$0.00	\$0.00	\$0.00	\$356,011.12
ACH 73385	Print Date:01/11/2022						
	Current	286,321.55	75,951.91	0.00	0.00	0.00	362,273.46
	Delq	1,443.53	261.13	0.00	0.00	0.00	1,704.66
Last Deposit Date	01/10/2022	\$287,765.08	\$76,213.04	\$0.00	\$0.00	\$0.00	\$363,978.12
ACH 73430	Print Date:01/12/2022						
	Current	204,080.80	54,135.97	0.00	0.00	0.00	258,216.77
	Delq	66.82	13.00	0.00	0.00	0.00	79.82
Last Deposit Date	01/11/2022	\$204,147.62	\$54,148.97	\$0.00	\$0.00	\$0.00	\$258,296.59
ACH 73474	Print Date:01/14/2022						
	Current	91,649.11	24,311.56	0.00	0.00	0.00	115,960.67
	Delq	931.25	224.77	0.00	0.00	0.00	1,156.02
Last Deposit Date	01/12/2022	\$92,580.36	\$24,536.33	\$0.00	\$0.00	\$0.00	\$117,116.69
ACH 73520	Print Date:01/14/2022						
	Current	245,191.46	65,041.24	0.00	0.00	0.00	310,232.70
	Delq	724.12	174.38	0.00	0.00	0.00	898.50
Last Deposit Date	01/13/2022	\$245,915.58	\$65,215.62	\$0.00	\$0.00	\$0.00	\$311,131.20
ACH 73567	Print Date:01/18/2022						
	Current	129,002.57	34,220.22	0.00	0.00	0.00	163,222.79
	Delq	71.74	17.42	0.00	0.00	0.00	89.16
Last Deposit Date	01/14/2022	\$129,074.31	\$34,237.64	\$0.00	\$0.00	\$0.00	\$163,311.95
ACH 73613	Print Date:01/19/2022						
	Current	133,780.82	35,487.74	0.00	0.00	0.00	169,268.56
	Delq	88.12	21.17	0.00	0.00	0.00	109.29
Last Deposit Date	01/18/2022	\$133,868.94	\$35,508.91	\$0.00	\$0.00	\$0.00	\$169,377.85

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Summary of Jurisdiction Remittances Processed

Report run on: February 3, 2022 1:39 PM

For Remitted Deposit Dates 01/01/2022 thru 01/31/2022 as of 02/03/2022

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 73660	Print Date:01/21/2022						
	Current	205,713.35	54,569.08	0.00	0.00	0.00	260,282.43
	Delq	63.16	14.46	0.00	0.00	0.00	77.62
Last Deposit Date	01/19/2022	\$205,776.51	\$54,583.54	\$0.00	\$0.00	\$0.00	\$260,360.05
ACH 73704	Print Date:01/21/2022						
	Current	76,233.50	20,222.25	0.00	0.00	0.00	96,455.75
	Delq	(3,214.39)	(733.85)	0.00	0.00	0.00	(3,948.24)
Last Deposit Date	01/20/2022	\$73,019.11	\$19,488.40	\$0.00	\$0.00	\$0.00	\$92,507.51
ACH 73748	Print Date:01/24/2022						
	Current	307,734.57	81,631.98	0.00	0.00	0.00	389,366.55
	Delq	80.65	14.30	0.00	0.00	0.00	94.95
Last Deposit Date	01/21/2022	\$307,815.22	\$81,646.28	\$0.00	\$0.00	\$0.00	\$389,461.50
ACH 73791	Print Date:01/25/2022						
	Current	329,840.50	87,496.02	0.00	0.00	0.00	417,336.52
	Delq	1,525.99	348.17	0.00	0.00	0.00	1,874.16
Last Deposit Date	01/24/2022	\$331,366.49	\$87,844.19	\$0.00	\$0.00	\$0.00	\$419,210.68
ACH 73837	Print Date:01/27/2022						
	Current	190,840.26	50,623.73	0.00	0.00	0.00	241,463.99
	Delq	3,335.57	711.28	0.00	0.00	0.00	4,046.85
Last Deposit Date	01/25/2022	\$194,175.83	\$51,335.01	\$0.00	\$0.00	\$0.00	\$245,510.84
ACH 73881	Print Date:01/27/2022						
	Current	149,240.10	39,588.53	0.00	0.00	0.00	188,828.63
	Delq	7.78	1.89	0.00	0.00	0.00	9.67
Last Deposit Date	01/26/2022	\$149,247.88	\$39,590.42	\$0.00	\$0.00	\$0.00	\$188,838.30
ACH 73925	Print Date:01/31/2022						
	Current	446,988.58	118,571.55	0.00	0.00	0.00	565,560.13
	Delq	31.99	6.77	0.00	0.00	0.00	38.76
Last Deposit Date	01/27/2022	\$447,020.57	\$118,578.32	\$0.00	\$0.00	\$0.00	\$565,598.89
ACH 73971	Print Date:01/31/2022						
	Current	285,213.96	75,657.93	0.00	0.00	0.00	360,871.89
	Delq	900.19	218.44	0.00	0.00	0.00	1,118.63
Last Deposit Date	01/28/2022	\$286,114.15	\$75,876.37	\$0.00	\$0.00	\$0.00	\$361,990.52
ACH 74016	Print Date:02/03/2022						
	Current	389,480.43	103,316.64	0.00	0.00	0.00	492,797.07
	Delq	541.71	130.75	0.00	0.00	0.00	672.46
Last Deposit Date	01/31/2022	\$390,022.14	\$103,447.39	\$0.00	\$0.00	\$0.00	\$493,469.53
Total:		\$4,882,464.79	\$1,293,916.88	\$0.00	\$0.00	\$0.00	\$6,176,381.67

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 7, 2022

Date submitted: 02/22/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting, held on February 9, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Special Meeting held on February 9, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 02 09 CC SP Meeting Minutes (Draft)

DRAFT
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
FEBRUARY 9, 2022

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, FEBRUARY 9, 2022, IN THE COMMUNITY ROOM, FRIENDSWOOD PUBLIC LIBRARY, LOCATED AT 416 S. DRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

TRISH HANKS	COUNCILMEMBER
STEVE ROCKEY	COUNCILMEMBER
SALLY BRANSON	COUNCILMEMBER
ROBERT J. GRIFFON	MAYOR PRO TEM
JOHN SCOTT	COUNCILMEMBER
BRENT ERENWERT	COUNCILMEMBER
MIKE FOREMAN	MAYOR
MORAD KABIRI	CITY MANAGER
KAREN HORNER	CITY ATTORNEY
LETICIA BRYSCH	CITY SECRETARY

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

Mayor Pro Tem Griffon led the Invocation and Pledge of Allegiance for both the United States and the State of Texas.

4. PUBLIC COMMUNICATIONS

Mayor Foreman stated that there were no speakers and moved onto the next item.

5. PROPOSED ORDINANCES

- a. **Consider an ordinance granting a franchise agreement to Waste Collections of Texas for the collection, hauling, recycling, and municipal solid waste and recycling materials in the City of Friendswood.**

City Manager Morad Kabiri presented the item and stated that this contract is the result of Council's direction from the November 2021 Council meeting, in which staff was directed to work with the existing

vendor, Waste Connections to negotiate a contract that maintained its same level of existing services. City Manager Kabiri noted that Waste Connection's current contract is to expire on April 1, 2022, so if this item is approved, the second reading and approval will take place at the March 7th Council meeting, which will ensure that there is no break in service.

City Manager Kabiri stated that the proposed contract is a three-year franchise agreement for waste and recycling collection in the City with the addition of a pilot program in one Friendswood subdivision in order to see how automatic waste collection will work. City Manager Kabiri again reiterated that the service levels will be the same as they are now; i.e., and if the item is hauled onto the curb, Waste Connections will haul it off.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve Ordinance No. 2022-05, regarding Agenda Item 5.A as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-055

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING TH WASTE CONNECTIONS OF TEXAS THE RIGHT, PRIVILEGE, AND FRANCHISE TO PROVIDE FOR THE COLLECTION, HAULING, RECYCLING, AND DISPOSAL OF MUNICIPAL SOLIDE WASTE AND RECYCABLE MATERIALS IN THE CITY OF FRIENDSWOOD, TEXAS;PRESCRIBING COMPENSATION FOR THE RIGHT, PRIVILEGE, AND FRANCHISE CONFERRED HEREUNDER; CONTAINING OTHER PROVISIONS, AND FRANCHISE CONFERRED HEREUNDER; CONTAINING OTHER PROVISIONS RELATED THERETO; PROVIDING A REPEALING CLASUE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

6. DISCUSSION

City Manager Morad Kabiri presented the item and introduced Frank Liu representative of LOVETT, the developing company leading the presentation. Mr. Liu gave an overview of his company's background, experience and history of similar urban, mixed use developments in the cities; including, Houston, Plano, Addison and Dallas.

After the presentation, City Manager Kabiri stated that with the City was not in favor of entering into a 380-Agreement with any developer as it was not in the City's best interest due to the State's tax rate laws. He further noted that should the Council have interest in this pursuing this project, it would have to be

through a Tax Increment Reinvestment Zone (TIRZ), which under state law, requires a Business and Market Analysis Feasibility Study. Mr. Liu stated that he was not opposed to said study and could discuss options with the City as needed. City Manager Kabiri stated that the developer was asking for an estimated \$15 million in incentives, and the City has only done this type of investment with the West Ranch District, so it would have to do something similar.

Council's general comments included that they liked the idea in general, appreciated the commercial and mixed-use components of the plan, they wanted some assurance of what would be going into the spaces, and the quality of the homes and the types of businesses needed to meet City standards to ensure a return on the City's investment.

When asked about his timeline for this project, Mr. Liu stated that his timeline was by the end of the year, as he wanted to take advantage of the existing low interest rates.

Council gave consensus that they were interested in supporting this project and directed staff to work with the developer on some options.

Mayor Foreman recessed the meeting at 6:33 P.M.

Mayor Foreman reconvened the meeting at 6:43 P.M.

7. EXECUTIVE SESSION

- a. Recess into and convene into an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business and to seek the advice of the city's attorney on legal matters related thereto.**

At 6:44 P.M., Mayor Foreman recessed and convened into an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business and to seek the advice of the city's attorney on legal matters related thereto.

At 7:35 P.M., Mayor Foreman reconvened the meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

8. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the February 9, 2022, City Council Special Meeting at 7:35 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary