



**CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 1, 2022 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL COMMENTS AND REPORTS

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 Community and Economic Development Committee's Annual Report.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the City of Friendswood's capital improvement projects.

8. MUNICIPAL BUDGET FOR FISCAL YEAR 2022-23

A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2022-23 Municipal Budget.

B. Consider setting the public hearing regarding the City of Friendswood FY2022-23 Municipal Budget for August 29, 2022, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

C. Receive the 2022 appraisal rolls certified by the Galveston Central Appraisal District and the Harris County Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approved tax rates.

- D. Consider approving the proposed ad valorem tax rate for 2022 (Fiscal Year October 1, 2022 - September 30, 2023).
- E. Consider setting the public hearing regarding the ad valorem tax rate for 2022 on September 12, 2022, at 6:00 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

9. CITY MANAGER'S REPORT

- A. Receive an update on the Stevenson Park parking lot.
- B. Receive notice of the date of the September Regular Council Meeting, which has been rescheduled from Monday, September 5, 2022, to Monday, September 12, 2022, to accommodate the Labor Day Holiday.

10. RECESS THE CITY COUNCIL MEETING

11. RECONVENE THE CITY COUNCIL MEETING

12. BUSINESS ITEM

- A. Consider authorizing the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2022-23 City of Friendswood Budget.
- B. Consider authorizing a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.
- C. Consider the appointment of Mr. Kyle Winne to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2025.
- D. Consider authorizing the Friendswood Downtown Economic Development Corporation to expend funds for its FM 518 Illumination Project.
- E. Consider awarding the Fiscal Year 2021-2022 Striping Maintenance Contract to Pavecon Ltd. Co.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution authorizing a master lease-purchase agreement with Truist Bank and approving financing terms.
- B. Consider a resolution designating a portion of Skyview Terrace as "Joycina Day Baker Memorial Lane."
- C. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.
- D. Consider the first reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

- E. Consider the first reading of an ordinance approving the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way.

14. CONSENT AGENDA

- A. Consider the second and final reading of an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.
- B. Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy.
- C. Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under The Oaks" on August 11, 2022.
- D. Consider awarding a construction contract to Greenscape Six, LLC, for the TxDOT ROW Sidewalk Installation Project.
- E. Consider approving a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location.
- F. Consider approving an interlocal agreement with Galveston County for the FY2023 Meal Program.
- G. Consider authorizing a Memorandum of Understanding regarding the Fire and Rescue Services Agreement to update such agreement with the proper name of the Friendswood Volunteer Fire Department.
- H. Consider ratifying the City Manager's completion of the Houston-Galveston Area Council Regional Mitigation Program MOD Funding Form.
- I. Consider adopting the appointments of the City Council Liaisons to Committees, Boards, and Commissions.
- J. Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Zoning Board of Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.
- K. Consider authorizing the Mayor to cast the City of Friendswood's official ballot for the Galveston County Mayors and Councilmembers Association selection of President and Vice-President for a term beginning September 14, 2022, and ending on September 11, 2024.
- L. Consider accepting the Ranch Express Paving Infrastructure Project, which commences the contractor's one-year maintenance period.
- M. Consider accepting the June 2022 tax report.
- N. Consider approving the minutes of the City Council Regular Meeting held on June 6, 2022.
- O. Consider approving the minutes of the City Council Special Meeting held on July 9, 2022.

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.076 of the Texas Government Code to deliberate the deployment, or specific occasions for implementation, of security personnel associated with the School Resource Officer Agreement with the Friendswood Independent School District.

16. DISCUSSION AND POSSIBLE ACTION

- A. Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.

17. 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 TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Posted in compliance with the Open Meetings Act on this 29th day of July, 2022, at 5:30 P.M. by 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: August 1, 2022

Date submitted: 07/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Community and Economic Development Committee's Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow the City Council to receive the Community and Economic Development Committee's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CEDC 2022 ANNUAL REPORT

Community and Economic Development Committee Annual Report to City Council August 1, 2022

The following is the CEDC's 2022 Annual Report. The Community and Economic Development Committee has six members that include Blaise Guzzetta, Pauline Moore, Susan Asimakis, Derrick Brown, and Judy Wiggins. Currently, there is one vacancy. Liaisons include City Councilmember Sally Branson, City Councilman Brent Erenwert as alternate and City staff – Aubrey Harbin and Steven Rhea.

The CEDC held three regular meetings in 2021 and six this year, with all meetings being held in person. The following are some of the CEDC's accomplishments and recommendations during the past year.

The CEDC's mission statement: ***To champion a vibrant and competitive economy by providing leadership and resources for business attraction, retention, and expansion to enhance the quality of life.***

The following are some 2021-2022 highlights.

- In October and November the group began compiling information and reviewing the vision and mission of the CEDC in order to better understand the context of the Committee's role within the City.
- In December the group took part in session one of their retreat facilitated by Ron Cox, with Ron Cox Consulting to begin discussion on the roles and responsibilities of the Committee and to analyze the mission of the CEDC for 2022 and the future.
- The beginning of 2022 brought session two of the Committee's retreat which created seven updated mission elements and the formation of a strategic plan to provide a road map on how to accomplish these elements.
- April brought the formal adoption of the Report and Strategic Plan by the CEDC with City Council approving the adoption at their May 2, 2022 Council meeting.
- On April 27, 2022 the Committee considered an incentive application for 1715 S. Friendswood Dr. and provided a positive recommendation to City Council for its approval.
- Over the next year, the CEDC will continue to review grant applications, any proposed ordinance changes, policies, and goals to encourage commercial and industrial developments which are compatible with the image of Friendswood.

In conclusion, it is the CEDC's privilege to serve in the capacity of an economic development advisory committee to City Council. We volunteer to make a difference in Friendswood. Thank you.

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Date requested for City Council consideration: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the City of Friendswood's capital improvement projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss an update regarding the City of Friendswood's capital improvement projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update August 2022

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction ongoing

Foundation poured, steel erection forthcoming



Public Safety Building Expansion

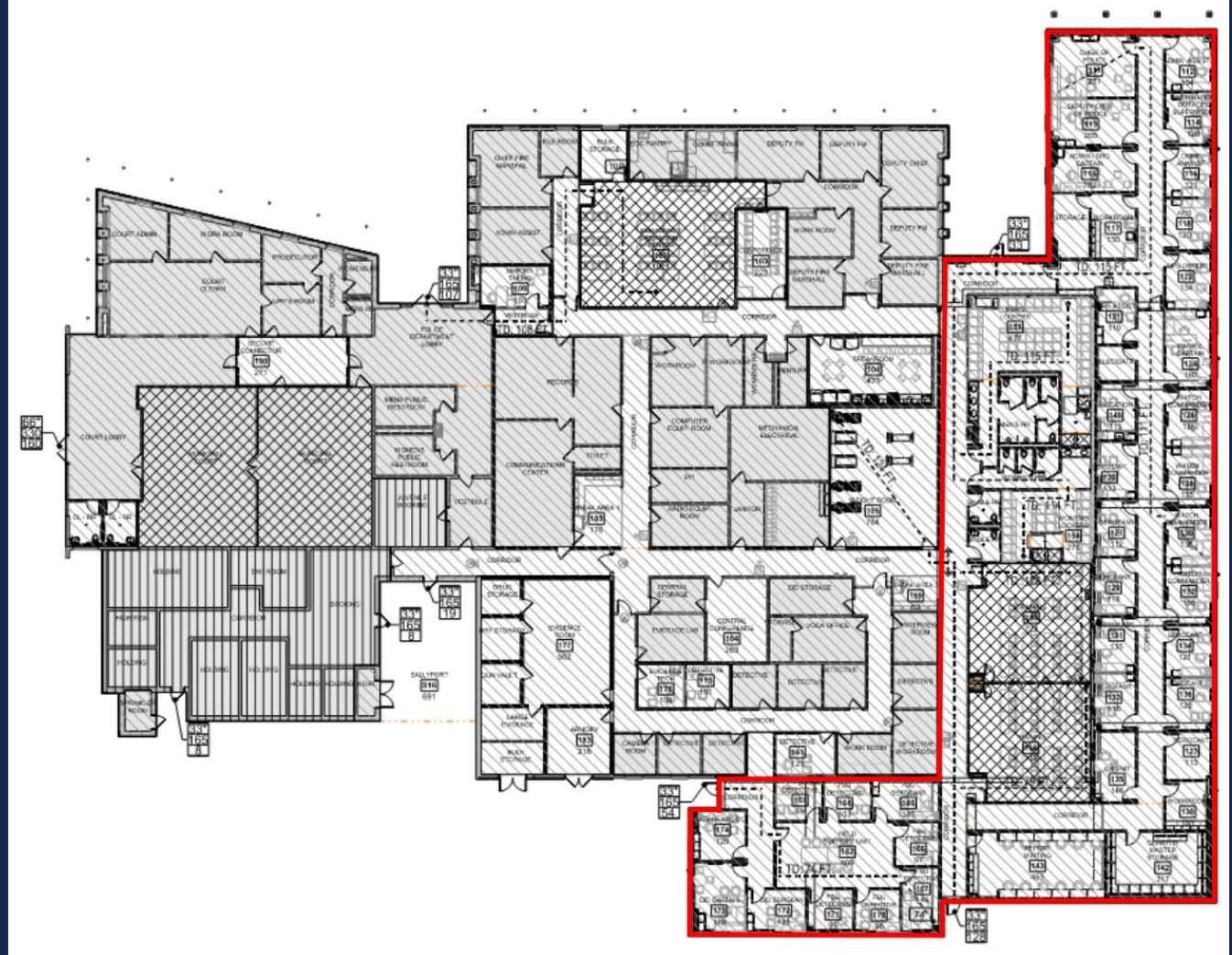
LOCATION:

1600 Whitaker Drive

STATUS:

Construction ongoing

Steel erection is continuing



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Construction plans delivered to the City
for review

Plans to be issued for bid upon
completion of review by City

Target date: May 2023



2022 Street Maintenance Program

LOCATION:

Multiple

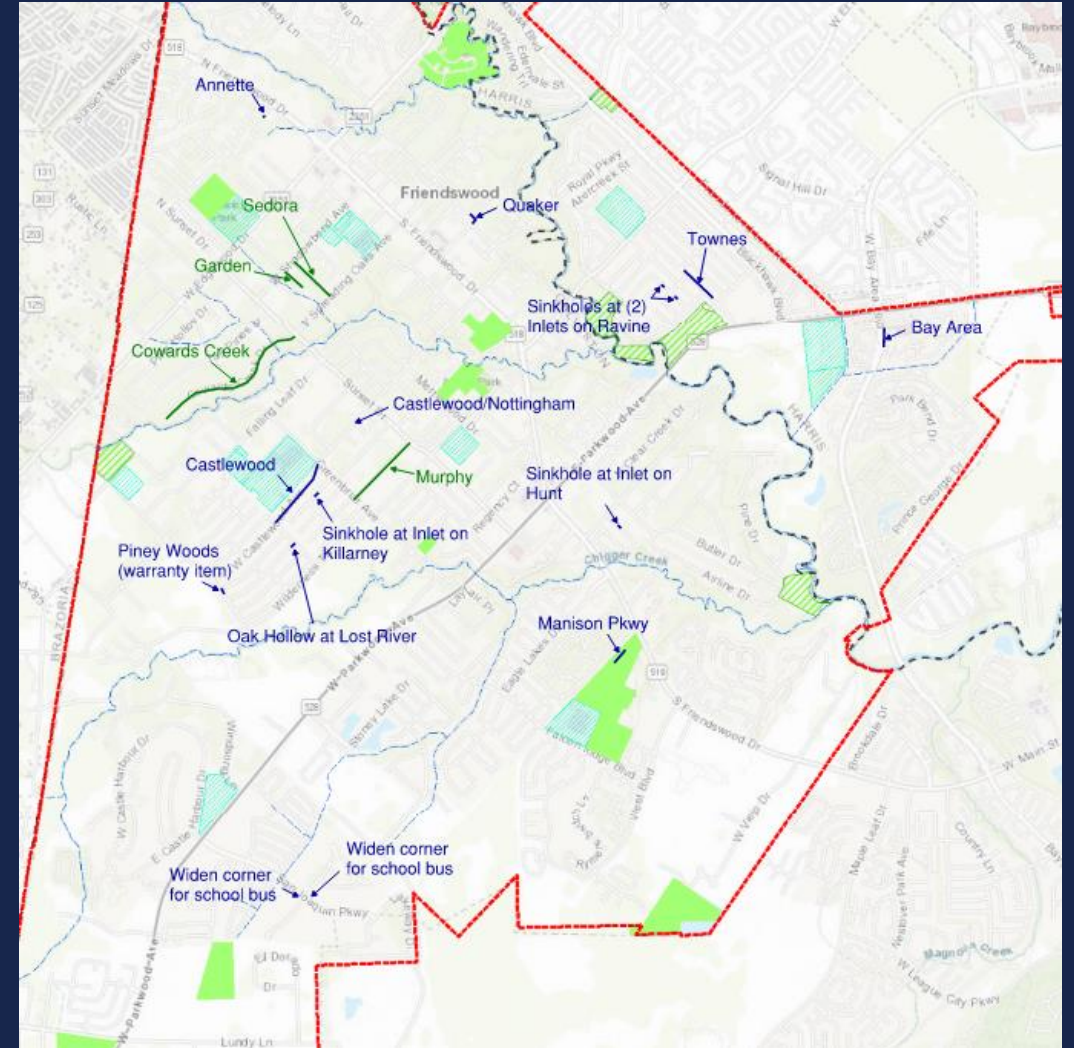
STATUS:

Concrete contract complete

Asphalt streets started 7/20/22

Murphy Lane -->> Garden Drive -->>

Sedora Drive -->> Cowards Creek
Drive



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to FM 2351)

STATUS:

City contribution \$1.2 million with County match

Interlocal Agreement under review by Harris County

Repackaging of engineering plans underway

Will start at the current northern terminus of rebuilt street and will extend approximately 1115 feet (0.85 lane miles)



FDEDC FM 518 Illumination Project

LOCATION:

Castlewood to FM 2351

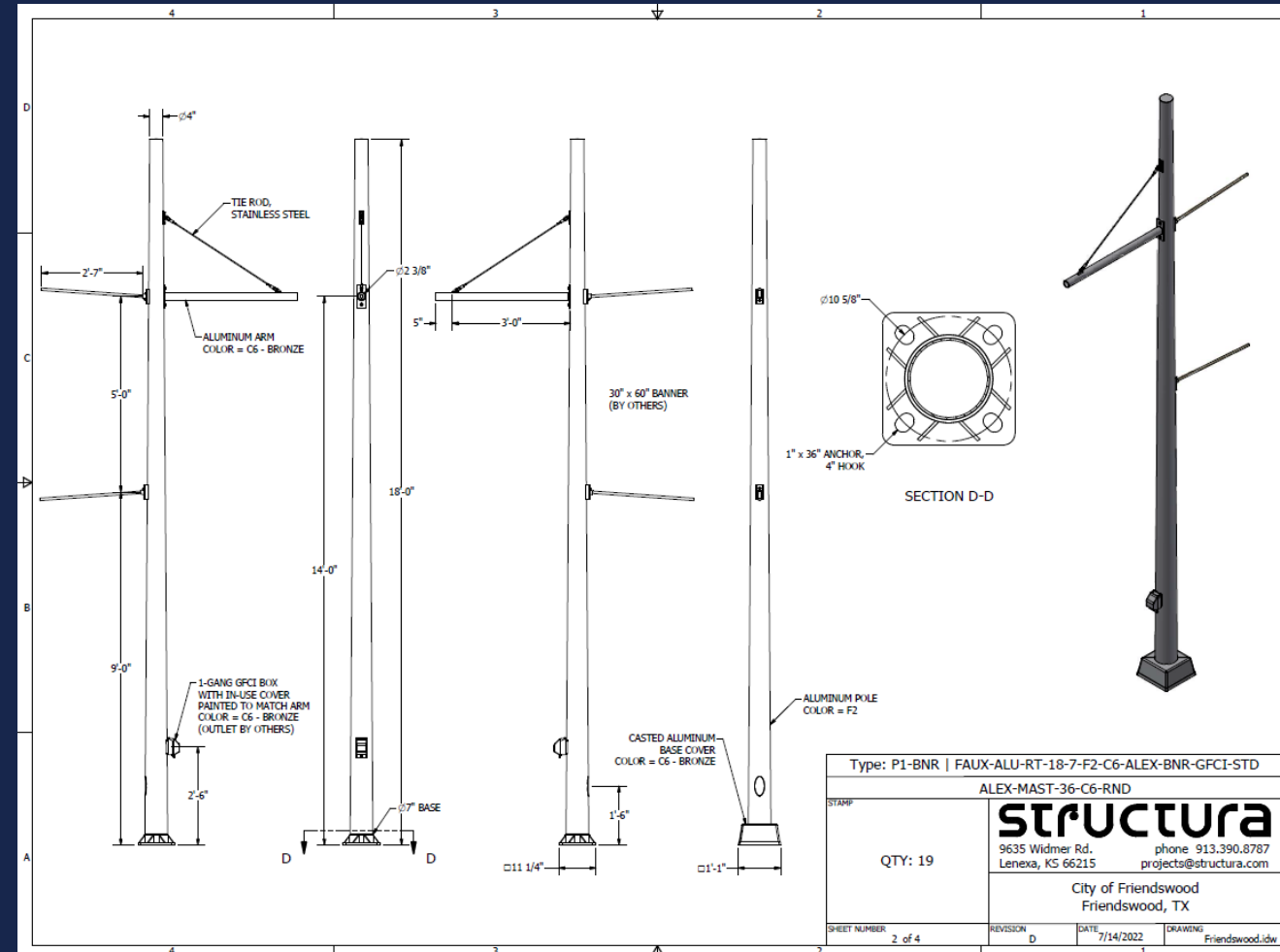
STATUS:

Authority to expend funds on agenda tonight

City staff working with contractor to expedite review of submittals

Current lead time: 5-6 months

Exploring non-invasive options on uplighting in area around Friends Church to preserve trees



TxDOT Projects

FM 518 Curb & Ramp Project

- Construction ongoing
- Traffic signal cabinets on order (supply chain issues)
- Anticipating completion in the next few months
- “Pull tests” ongoing for FDEDC conduit



Questions / Comments



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Date requested for City Council consideration: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding the City of Friendswood Proposed FY2022-23 Municipal Budget.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and discuss a presentation regarding the City of Friendswood's Proposed FY2022-23 Municipal Budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

None at this time

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. FY23 PROPOSED BUDGET PRESENTATION - 7.28.2022 - REVISED

CITY OF FRIENDSWOOD

PROPOSED BUDGET OVERVIEW

Estimates can change before budget adoption.



KEY BUDGET DRIVERS



Economic State & Inflation



Personnel Costs



Debt Service Obligations



Deferred Maintenance



Bond Project Impacts



Grant Project Impacts

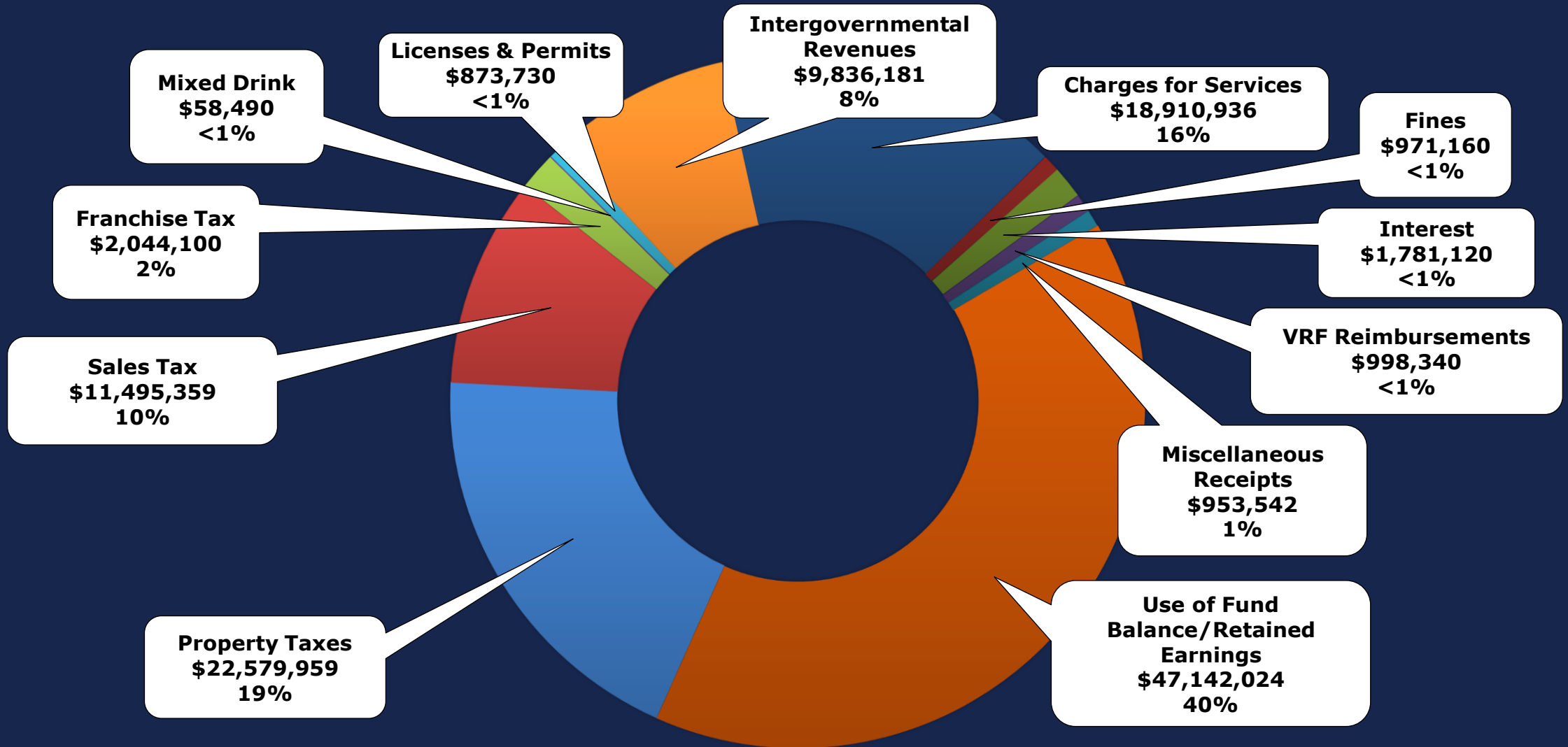


Operational Costs

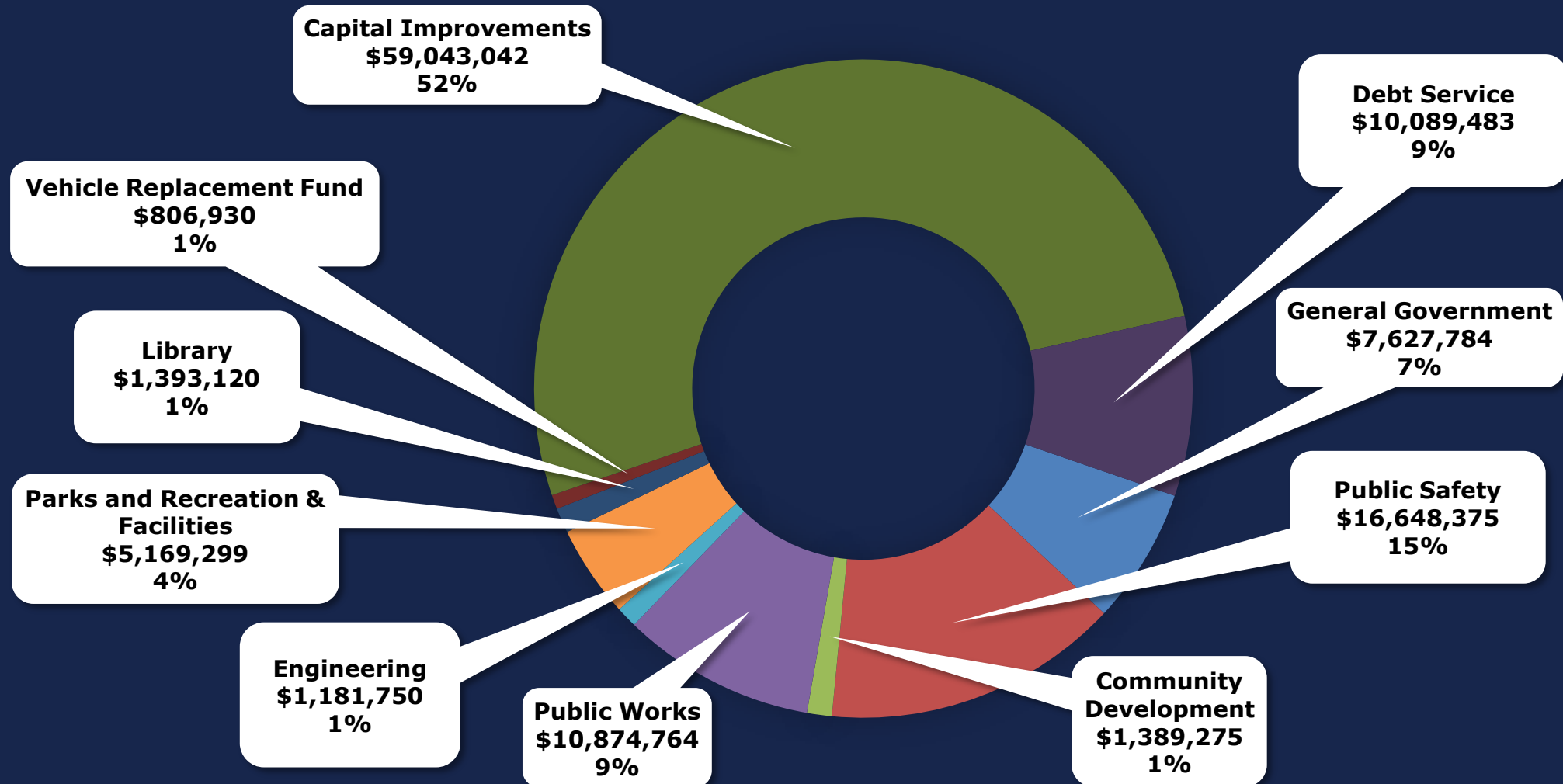


Insurance Costs

Total Proposed Revenue (All Funds) ~ \$117.6M

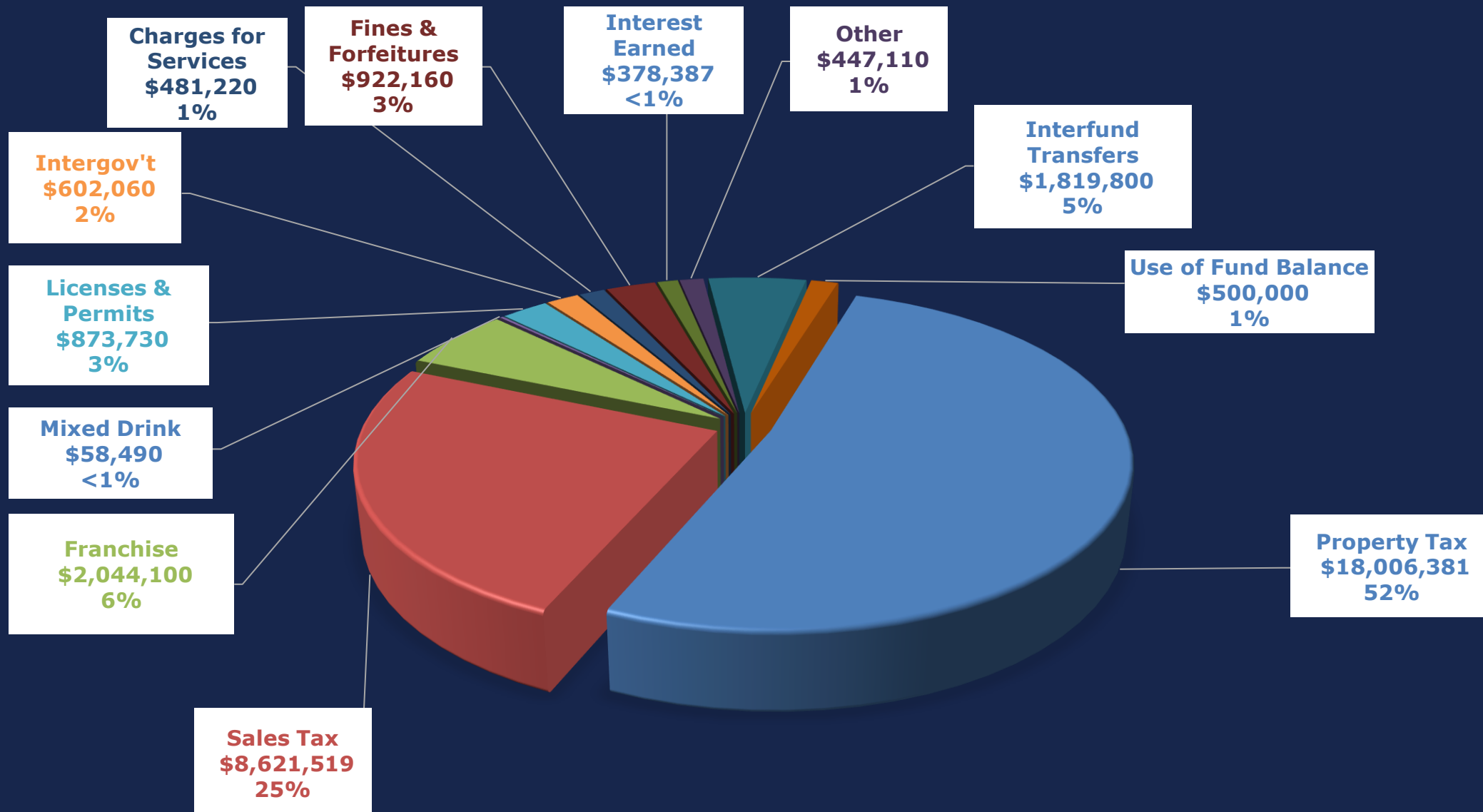


Total Proposed Expenditures (All Funds) ~ \$114.2M



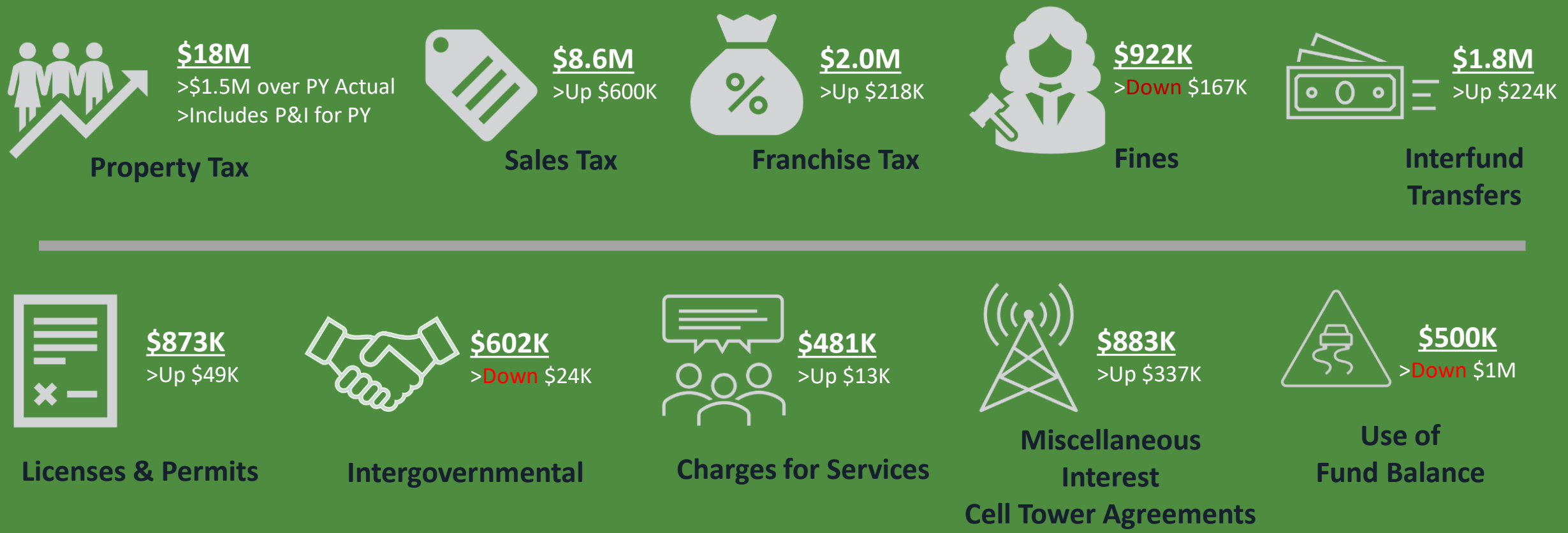
GENERAL FUND

FY 2023 Proposed Revenue (General Fund) ~ \$34.8M



General Obligation bond proceeds revenue is not included in the General Operating Fund; but, separately, in Bond Construction Funds.

GENERAL FUND REVENUE ~ \$34.8M



Budgeted use of fund balance further depletes 90-day operating reserves for emergencies.
Hurricane Harvey related hazard mitigation grant reimbursements of \$700K are pending.

Proposed Budget Tax Rate (\$0.487314)

- Same as current rate - 48.73 cents
 - NNRR – 45.71 cents (estimated)
- 20/21 Unused Incremental Rate Provision – 58.5 cents
 - 13.2 cents higher than NNRR
 - 9.8 cents higher than Current
 - 9.6 cents higher than VATR
- Estimated Taxable Value \$4.6B (up \$187M)
 - Includes new construction
 - Includes exemptions
 - Includes over 65 freeze ceiling values
 - \$912M (up \$74M YOY)



\$54M

Projected new construction value
(Down from \$76M last year)



\$203M

Property Values Under Protest (7/25/22)
(About \$54M less than last year)



\$4.5M

Tax Debt Service Obligation
(\$200K more than last year)
(Up \$1.3M since 2019 bond election)

Council Questions about Taxes

Branson: City sales taxes reduces property taxes – 7.1 cents

Hanks: Residential vs. Commercial Value (Assessed)

Residential – \$4.2M (84%)

Commercial – \$800K (16%)

Scott: Tax Bill Comparison (Avg Home Value - \$435K w/ 20% HS exemption)

2021 @ \$0.4873 - \$1,696

If value increased 9% to \$479K (with 20% HS exemption)

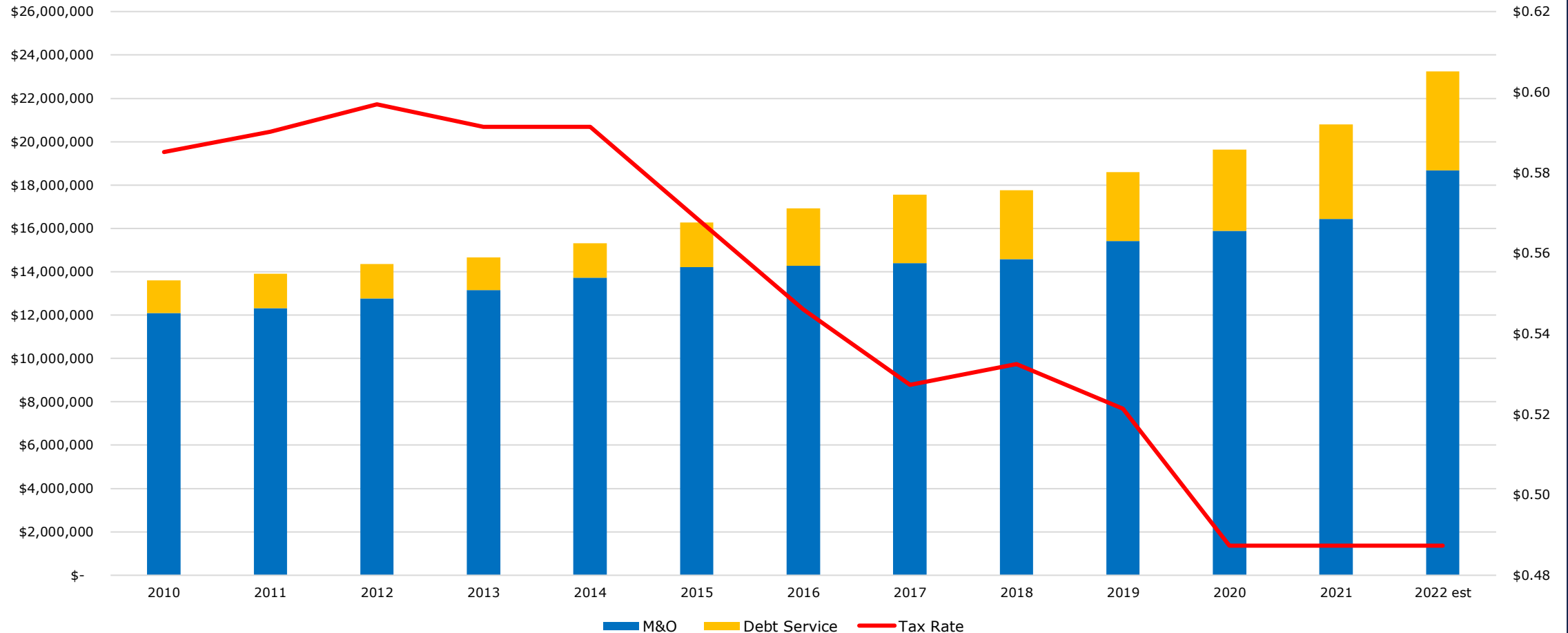
2022 @ \$0.4526 (NNRR) - \$1,734 (\$38 increase)

2022 @ \$0.4873 (FLAT) - \$1,849 (\$153 increase)

- GCAD reported residential home value increased 9%
- HCAD reported residential home value increase of 14%
 - *10% residential value increase cap applies to primary homesteads only*

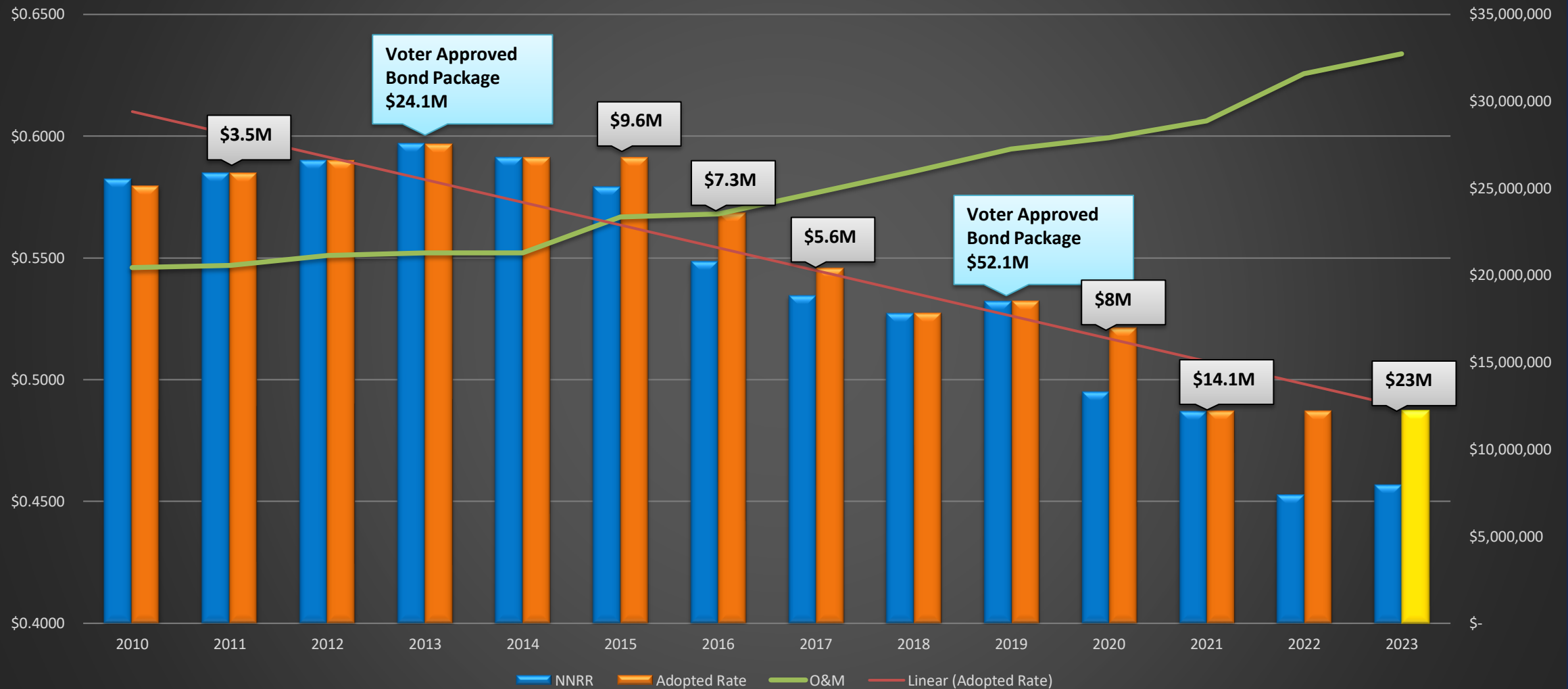
Property Tax Revenue & Rate by Tax Year

Property Tax Revenue & Rate By Tax Year

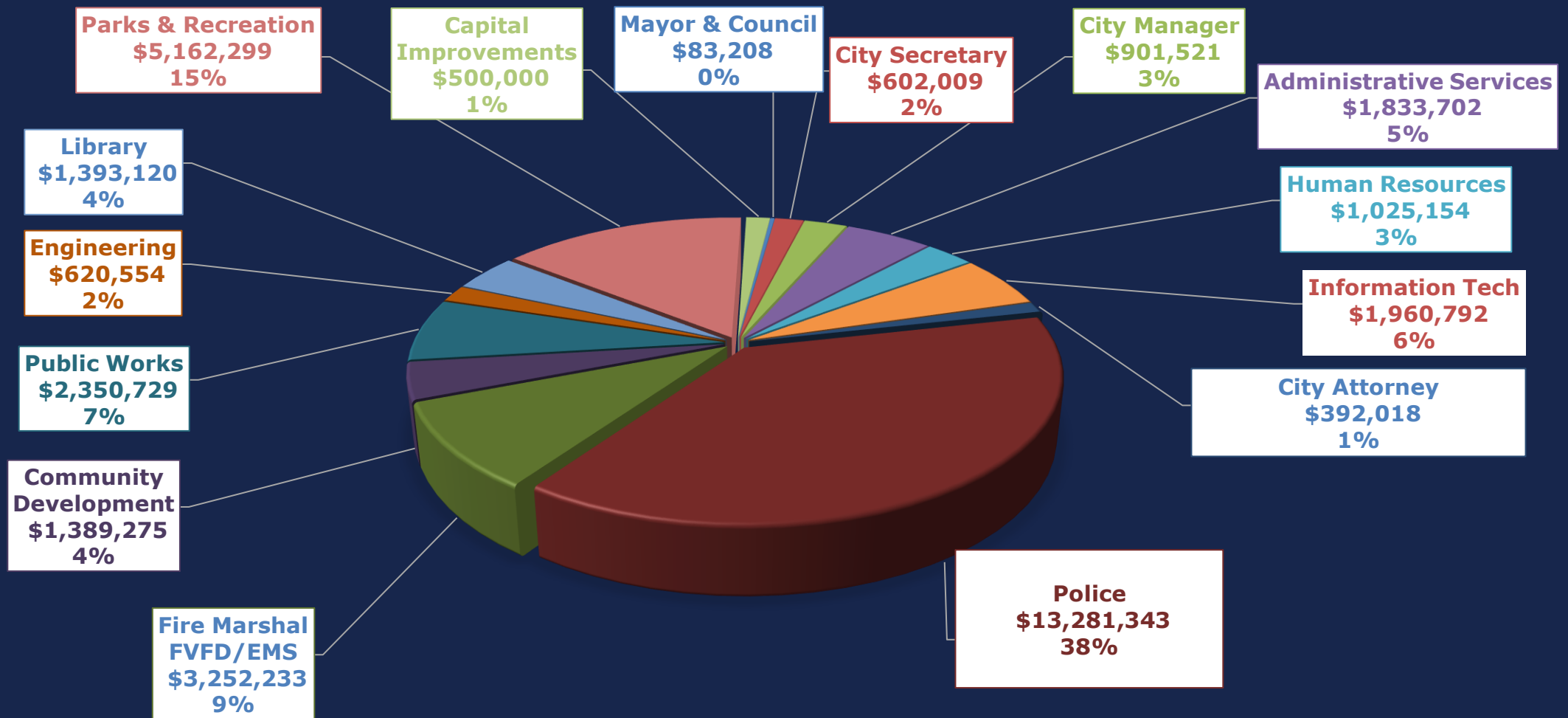


GENERAL FUND

Tax Rate Analysis with O&M Growth



FY 2023 Proposed Expenditures (General Fund) \$34.8M



Capital Improvements include \$500K for streets

General Fund – Forces At Work & DP (Funded)

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL
City Wide	Health Insurance Increase 3%; Dental 9.5%		\$50,513	\$50,513		\$50,513
City Wide	Windstorm Insurance Increase 30%		\$38,400	\$38,400		\$38,400
City Wide	Texas Municipal League Intergovernmental Risk Pool		\$63,438	\$63,438		\$63,438
IT	Executime Time Clock Replacement	\$26,340	\$2,634	\$28,974	\$26,340	\$2,634
FVFD	Fire Services Contract Increase		\$85,335	\$85,335		\$85,335
EMS	EMS Services Contract Increase		\$158,192	\$158,192	\$100,000	\$58,192
PD Comm	Siren Maintenance		\$7,000	\$7,000		\$7,000
PD CID	Flock Safety License Plate Reader Fees		\$50,000	\$50,000		\$50,000
PR Parks	Mowing Contract Increase for Forest Bend Detention Basin		\$35,000	\$35,000		\$35,000
ENG CIP	Publications for Projects	\$41,000		\$41,000		\$41,000
P&R Fac	Janitorial Increase 25%		\$54,600	\$54,600		\$54,600
P&R Fac	(Placeholder) Landscaping Contract		\$388,000	\$388,000		\$388,000
PD Comm	Communications Operator (+1 FTE)	\$975	\$90,539	\$91,514		\$91,514
CDD	GIS Technician	\$3,250	\$84,987	\$88,237		\$88,237
Citywide	Merit 2.75%		\$551,794	\$551,794		\$551,794
TOTAL FORCES AT WORK & DECISION PACKAGE		\$71,565	\$1,611,783	\$1,683,348	\$126,340	\$1,557,008

August 1, 2022

Personnel Costs

KEY BUDGET DRIVERS



Personnel Costs

- Decision Package – Merit \$630K
 - ~\$550K – General Fund
 - ~\$80K – Water/Sewer Fund
 - Includes: Wages, Taxes, Benefits, and Overtime Adjustments



Cost of Living



\$4,700

Laborer

- \$31,200 (\$3,842)
- 2.75% \$858

Crew Leader/Building Inspector

- \$48,000 (\$3,380)
- 2.75% \$1,320

Assistant Director - Library

- \$78,300 (\$2,547)
- 2.75% \$2,153

July 9, 2022 | 15

FY23 COMPENSATION INCREASES COMPARISON

CITY	CIVILIAN STAFF	PUBLIC SAFETY STAFF
Friendswood	2.75% Merit No COLA	2.75% Merit No COLA
Pearland	5.5% (COLA + Step Increases)	6.5% (COLA + Step Increase per CBA)
League City	5% (3% COLA + 2% merit)	3% COLA Step Increase (per CBA)
Alvin	5% - 7% (3% COLA + 2% merit) (+ 2% merit, if applicable)	Step Increase (per CBA)

General Fund – Decision Packages (Unfunded)

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL	Tax Rate Equivalent
PR Parks	Friendswood Lake Perimeter Fence	\$65,000		\$65,000		\$65,000	\$ 0.001366
PD AC	Animal Control Officer (+1 FTE)	\$6,350	\$69,439	\$75,789		\$75,789	\$ 0.001593
PD AC	2023 Ford F150 (Addition to Fleet)	\$54,000	\$5,000	\$59,000		\$59,000	\$ 0.001240
CDD	Administrative Assistant	\$13,440	\$81,392	\$94,832		\$94,832	\$ 0.001993
IT	BeyondTrust Remote Support	\$4,927	\$5,261	\$10,188		\$10,188	\$ 0.000214
ENG CIP	Pavement Management Study	\$100,000		\$100,000		\$100,000	\$ 0.002102
IT RiskMgmt	Fleet Tracking	\$31,200		\$31,200		\$31,200	\$ 0.000656
P&R Parks	Towable Boom Lift	\$53,000		\$53,000		\$53,000	\$ 0.001114
P&R Facilities	Flooring Replacement at Public Safety Building	\$85,000		\$85,000		\$85,000	\$ 0.001787
IT	BeyondTrust Privileged Remote Access	\$11,368	\$15,424	\$26,792		\$26,792	\$ 0.000563
PD Patrol	Peace Officer (+1 FTE)	\$11,125	\$121,575	\$132,700		\$132,700	\$ 0.002789
P&R Parks	Stevenson Park Tennis Court and Basketball Court Resurfacing	\$55,000		\$55,000		\$55,000	\$ 0.001156
PD Patrol	2023 Police SUV	\$75,000	\$8,800	\$83,800	\$3,000	\$80,800	\$ 0.001698
IT PD&LIB	Website Platform	\$16,100	\$2,320	\$18,420		\$18,420	\$ 0.000387
P&R Parks	Lift Gate for Parks Maintenance Truck (PR26)	\$4,000		\$4,000		\$4,000	\$ 0.000084

General Fund – Decision Packages (Unfunded)

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL	Tax Rate Equivalent
P&R Rec	Recreation Aide (+0.50 FTE)		\$20,362	\$20,362		\$20,362	\$ 0.000428
P&R Parks	Scissor Lift and Trailer	\$35,000		\$35,000		\$35,000	\$ 0.000736
P&R Parks	Parks Laborer (+1 FTE)		\$62,456	\$62,456		\$62,456	\$ 0.001313
P&R Pool	Adaptive Recreation Programming		\$2,000	\$2,000		\$2,000	\$ 0.000042
P&R Parks	Centennial Sports Field Renovation (1 field per year)		\$150,000	\$150,000		\$150,000	\$ 0.003153
PR Parks	Lake Friendswood Bank Stabilizing	\$1,000,000		\$1,000,000		\$1,000,000	\$ 0.021019
P&R Parks	Centennial Pavilion Basketball Court Resurfacing	\$32,000		\$32,000		\$32,000	\$ 0.000673
P&R Rec	Marketing Specialist		\$80,378	\$80,378		\$80,378	\$ 0.001689
P&R Pool	Water Rescue Training Mannequin	\$1,500		\$1,500		\$1,500	\$ 0.000032
P&R Pool	Swim Lesson Platform	\$1,700		\$1,700		\$1,700	\$ 0.000036
P&R Rec	Family Campout Event		\$500	\$500	\$500	\$0	\$ -
P&R Parks	Stevenson Park Electrical Service for Trail Lighting and Sub Panels	\$75,000		\$75,000		\$75,000	\$ 0.001576
P&R Parks	Barrier Netting	\$49,000		\$49,000		\$49,000	\$ 0.001030
P&R Parks	Tarp Infield Covers	\$24,000		\$24,000		\$24,000	\$ 0.000504
P&R Pool	Aquatics Programming	\$1,000		\$1,000		\$1,000	\$ 0.000021

General Fund – Decision Packages (Unfunded)

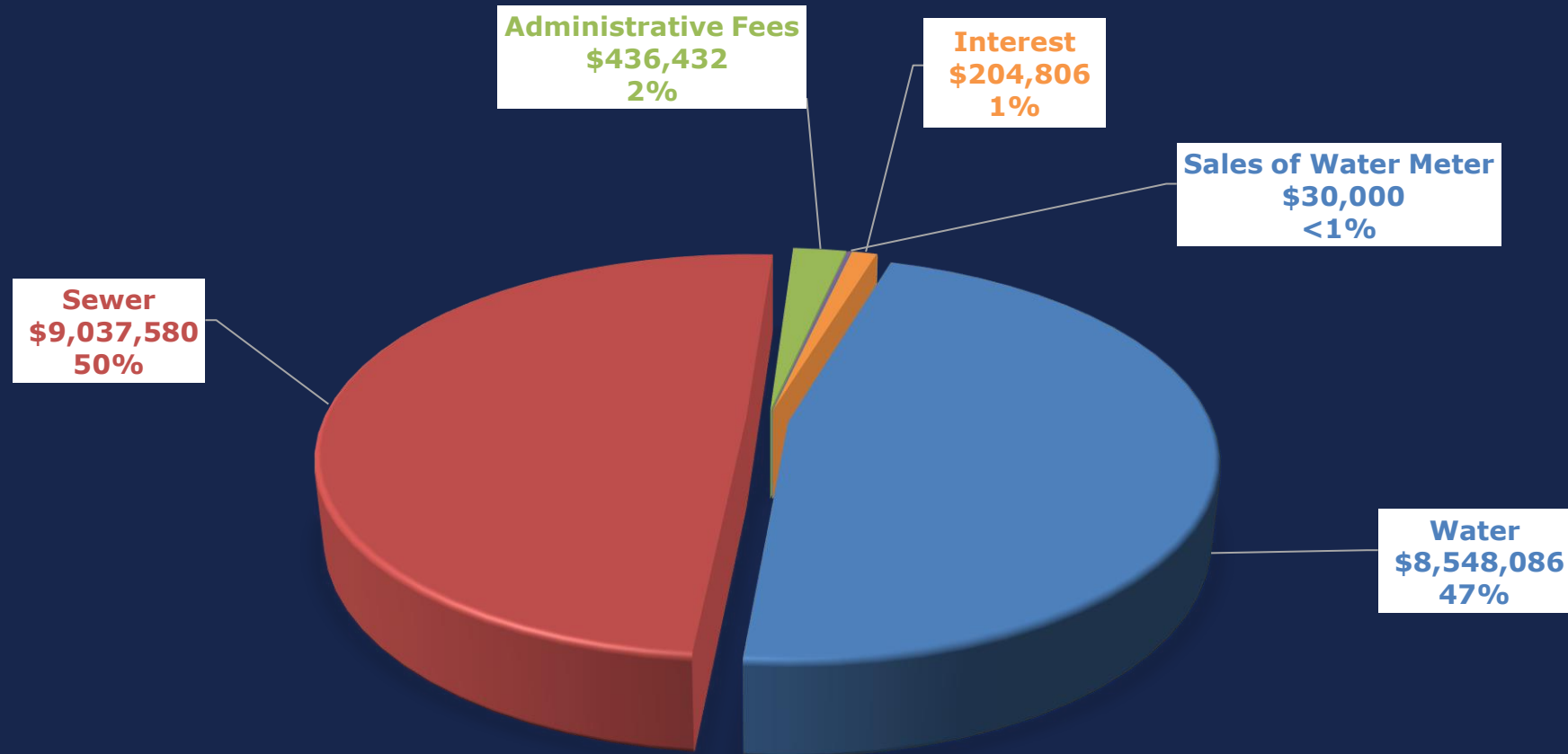
DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL	Tax Rate Equivalent
P&R Parks	Additional Funding for Truck Replacement	\$15,000		\$15,000		\$15,000	\$ 0.000315
P&R Rec	Lake Programming		\$500	\$500		\$500	\$ 0.000011
P&R Pool	Aquatic Center Feasibility Study	\$10,200		\$10,200		\$10,200	\$ 0.000214
P&R_Facilities	Hangar Storage	\$5,000		\$5,000		\$5,000	\$ 0.000105
P&R Rec	Mommy & Me Tea Party		\$1,000	\$1,000		\$1,000	\$ 0.000021

General Fund – Change in Fund Balance



WATER & SEWER FUND

FY 2023 Proposed Revenue (W&S Fund) \$18.2M



WATER & SEWER FUND REVENUE ~ \$18.2M



\$8.5M

>Up \$347K
>Estimate includes billing accuracy of new meters

Water



\$9M

>Up \$160K
>Winter months average for single family residential customers

Sewer



\$436K

>**Down** \$1K
>Includes late payment penalties, disconnects/reconnection fees, same day service, etc.

Administrative Fees



\$30K

>No change

Water Meter Sales

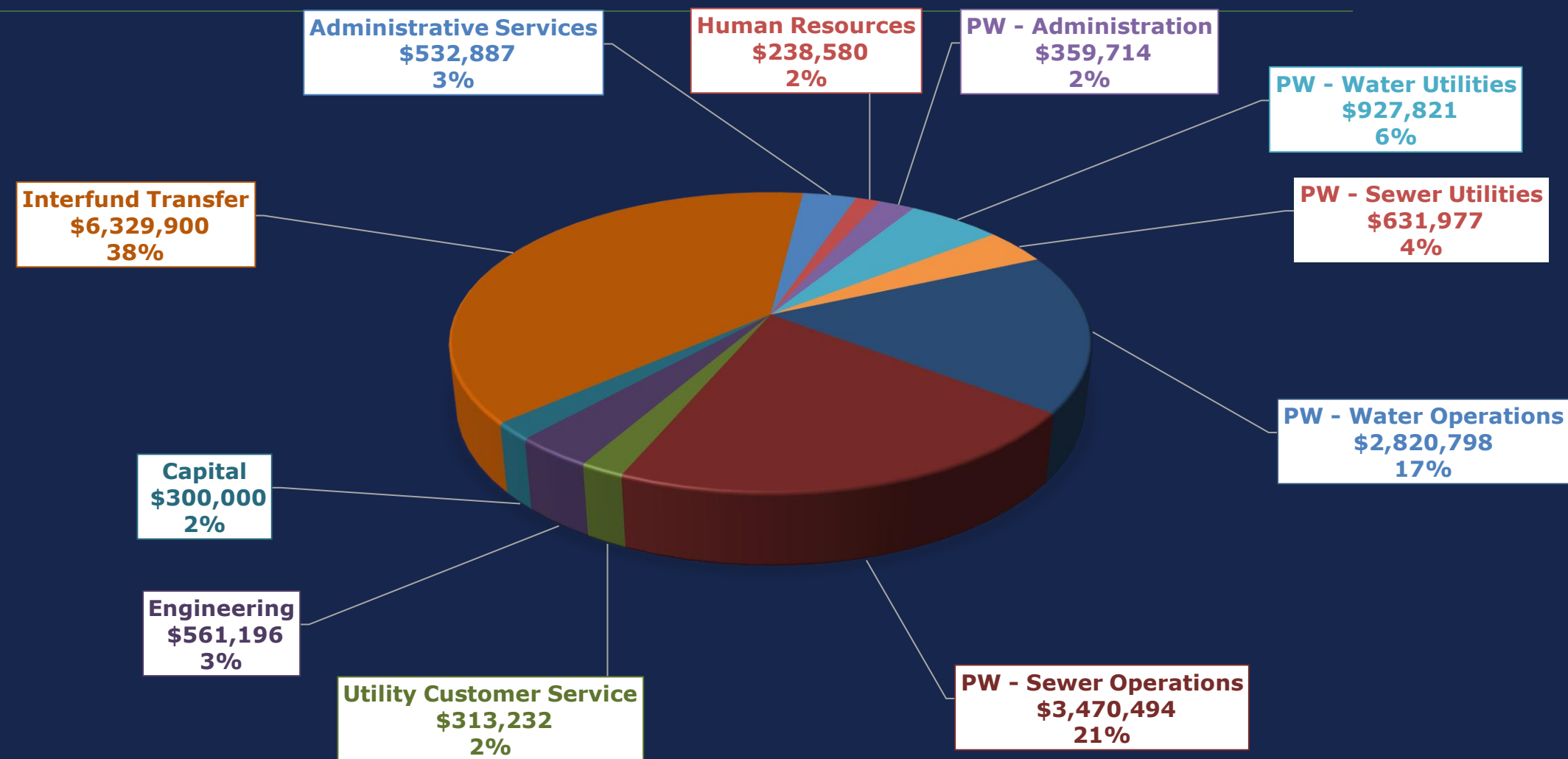


\$204K

>Up \$187K

Interest

FY 2023 Proposed Expenses (W&S Fund) \$16.4M



Project construction expenditures supported by Revenue Bonds are not included in the Water & Sewer Operating Fund Capital Improvements.

Water & Sewer Fund – Forces at Work (Funded)

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL
City Wide	Health Insurance Increase 10%		\$35,035	\$35,035		\$35,035
Eng	Impact Fee Study	\$75,000		\$75,000		\$75,000
City Wide	Windstorm Insurance Increase 30%		\$31,410	\$31,410		\$31,410
PW	Blackhawk WW Operations Increase @ xx%		\$280,209	\$280,209		\$280,209
PW	Purchased Water Rate Increase @ XX%		\$50,000	\$50,000		\$50,000
PW	Southeast Water Purification Plant - CIP Program 2023-2027	\$218,000		\$218,000		\$218,000
TOTAL FORCES AT WORK		\$293,000	\$396,654	\$689,654	\$0	\$689,654

Water & Sewer Fund – Decision Packages (Funded)

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL
City Wide	Merit 2.75%		\$70,942	\$70,942		\$70,942
PW_SU	Mini Excavator	\$55,000	\$1,200	\$56,200	\$55,000	\$1,200
PW_Admin	Administrative Secretary	\$1,000	\$60,244	\$61,244		\$61,244
PW_WWOps	Variable Frequency Drive Replacement at Surface Water Station #1	\$40,000		\$40,000		\$40,000
ENG_CIP	Blackhawk Facility AV/IT Installation	\$45,000		\$45,000	\$45,000	\$0
PW_WU	Valve Exerciser/Operator	\$10,000		\$10,000		\$10,000
ENG_CIP	Furniture, Fixtures & Equipment Allowance for Blackhawk Building	\$219,000		\$219,000		\$219,000
ENG	Graduate Engineer (+1 FTE)	\$2,500	\$124,906	\$127,406		\$127,406
TOTAL DECISION PACKAGES		\$372,500	\$257,292	\$629,792	\$100,000	\$529,792

NEXT STEPS



✓ Key Dates

- ✓ Proposed Budget Delivered – 07/29/2022
- ✓ Budget Work Session – 08/01/2022
- ✓ Proposed Budget Public Hearing – 08/29/2022
- ✓ Public Hearing on Tax Rate – 09/12/2022
- ✓ Budget & Tax Rate Adoption – 09/12/2022

✓ Council Input & Direction Needed

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider setting the public hearing regarding the City of Friendswood FY2022-23 Municipal Budget for August 29, 2022, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

Originating Department: Administrative Services

Degree of importance: Significant

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:

SUMMARY / ORIGINATING CAUSE

Section 8.03(c) of the City of Friendswood City Charter states in part that "any public hearing on the proposed budget shall be held and published in accordance with the law." Further, Section 102.006 (a), (b) and (c) of the Texas Local Government Code (LGC) states that in relevant part that:

- (a) The governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.
- (b) The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy.
- (c) The governing body shall provide for public notice of the date, time, and location of the hearing.

The proposed municipal budget was filed in the Office of the City Secretary on July 29, 2022, and the City Council is scheduled to take action on the tax rate on September 12, 2022. Therefore, the City, in compliance with state law, is setting the proposed budget hearing for Monday, August 29, 2022, at 5:30 P.M. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

Said public hearing will be published in compliance with Section 102.0065(c) of the LGC, in the Galveston Daily News and the Reporter News "not earlier than the 30th or later than the 10th day before the date of the hearing."

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Public Hearing gives Council an opportunity to receive comments from the public regarding the proposed budget.

RECOMMENDATIONS

Staff recommends approval.

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: August 1, 2022

Date submitted: 07/26/2022

Prepared by: Karen Horner, City Attorney

Subject: Receive the 2022 appraisal rolls certified by the Galveston Central Appraisal District and the Harris County Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approved tax rates.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

2022 Appraisal Rolls

The 2022 Galveston Central Appraisal Roll was certified on July 23, 2022 and provided to the City of Friendswood on July 25, 2022. In accordance with Section 26.04 (b) of the Texas Property Tax Code, the following values are submitted:

Total Appraised Value \$5,581,971,308

Total Taxable Value* \$4,040,387,202

Total Assessed Value \$5,185,703,449

*Over age 65 tax ceilings included

The 2022 Harris County Appraisal Roll estimate was completed on July 25, 2022 and provided to the City of Friendswood on July 26, 2022. In accordance with Section 26.04(b) of the Texas Property Tax Code, the following values are submitted:

Total Appraised Value \$1,218,934,192

Total Taxable Value* \$904,555,358

Total Assessed Value \$1,139,150,727

*Over age 65 tax ceilings included

Anticipated Collection Rate

Pursuant to Section 26.04(b), the City's tax collector has certified that the anticipated collection rate for the current year is 99.9%.

Excess Debt Collections

Pursuant to Section 26.04(b), the City's tax collector has certified that the amount of excess debt collections for the 2021 tax year is \$114,847.

No-New-Revenue and Voter-Approved Tax Rates

Pursuant to Section 26.04(e), the Director of Administrative Services submits the following tax rates per

\$100 valuation:

No-New-Revenue Tax \$0.457107
Rate

Voter Approved Tax Rate \$0.585329
(including prior years
unused increment)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GCAD - 7.25.2022
2. HCAD - 7.26.2022

2022 CERTIFIED TOTALS

Property Count: 13,053

C37 - FRIENDSWOOD CITY
ARB Approved Totals

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Land		Value			
Homesite:		600,176,907			
Non Homesite:		299,075,418			
Ag Market:		25,222,930			
Timber Market:		0	Total Land	(+)	924,475,255
Improvement		Value			
Homesite:		3,614,826,016			
Non Homesite:		845,380,981	Total Improvements	(+)	4,460,206,997
Non Real		Count	Value		
Personal Property:	1,156		109,958,527		
Mineral Property:	150		2,870,629		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	112,829,156
					5,497,511,408
Ag	Non Exempt	Exempt			
Total Productivity Market:	25,222,930	0			
Ag Use:	99,760	0	Productivity Loss	(-)	25,123,170
Timber Use:	0	0	Appraised Value	=	5,472,388,238
Productivity Loss:	25,123,170	0	Homestead Cap	(-)	387,891,112
			Assessed Value	=	5,084,497,126
			Total Exemptions Amount	(-)	1,132,174,360
			(Breakdown on Next Page)		
			Net Taxable	=	3,952,322,766

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	33,501,632	23,670,517	82,371.86	84,147.79	104		
DPS	2,222,666	1,773,132	5,476.06	5,476.06	6		
OV65	962,360,043	699,528,892	2,597,794.06	2,625,523.76	2,435		
Total	998,084,341	724,972,541	2,685,641.98	2,715,147.61	2,545	Freeze Taxable	(-) 724,972,541
Tax Rate	0.4873140						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	4,197,400	3,120,920	2,943,781	177,139	9		
Total	4,197,400	3,120,920	2,943,781	177,139	9	Transfer Adjustment	(-) 177,139
						Freeze Adjusted Taxable	= 3,227,173,086

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 18,412,108.23 = 3,227,173,086 * (0.4873140 / 100) + 2,685,641.98

Certified Estimate of Market Value: 5,497,511,408
 Certified Estimate of Taxable Value: 3,952,322,766

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2022 CERTIFIED TOTALS

Property Count: 13,053

C37 - FRIENDSWOOD CITY
ARB Approved Totals

7/23/2022

10:13:58AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	113	2,671,265	0	2,671,265
DPS	6	0	0	0
DSTR	1	61,076	0	61,076
DV1	43	0	368,080	368,080
DV2	35	0	316,500	316,500
DV2S	1	0	7,500	7,500
DV3	41	0	432,000	432,000
DV3S	1	0	10,000	10,000
DV4	57	0	678,000	678,000
DV4S	2	0	24,000	24,000
DVHS	92	0	40,604,846	40,604,846
DVHSS	7	0	2,213,426	2,213,426
EX-XG	2	0	664,340	664,340
EX-XJ	1	0	25,500	25,500
EX-XU	2	0	188,380	188,380
EX-XV	595	0	259,517,750	259,517,750
EX-XV (Prorated)	7	0	413,127	413,127
EX366	317	0	255,403	255,403
HS	8,520	754,887,247	0	754,887,247
OV65	2,793	68,495,130	0	68,495,130
OV65S	10	250,000	0	250,000
SO	3	90,790	0	90,790
Totals		826,455,508	305,718,852	1,132,174,360

2022 CERTIFIED TOTALS

Property Count: 279

C37 - FRIENDSWOOD CITY
Under ARB Review Totals

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Land		Value			
Homesite:		8,849,000			
Non Homesite:		10,854,870			
Ag Market:		0			
Timber Market:		0	Total Land	(+)	19,703,870
Improvement		Value			
Homesite:		59,073,360			
Non Homesite:		30,583,700	Total Improvements	(+)	89,657,060
Non Real		Count	Value		
Personal Property:	4		222,140		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 222,140
			Market Value	=	109,583,070
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	Productivity Loss	(-)	0
Timber Use:	0	0	Appraised Value	=	109,583,070
Productivity Loss:	0	0	Homestead Cap	(-)	8,376,747
			Assessed Value	=	101,206,323
			Total Exemptions Amount (Breakdown on Next Page)	(-)	13,141,887
			Net Taxable	=	88,064,436

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	418,902	275,121	1,036.95	1,036.95	2		
OV65	9,613,103	6,990,480	25,751.73	25,771.53	28		
Total	10,032,005	7,265,601	26,788.68	26,808.48	30	Freeze Taxable	(-) 7,265,601
Tax Rate	0.4873140						
						Freeze Adjusted Taxable	= 80,798,835

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
420,532.71 = 80,798,835 * (0.4873140 / 100) + 26,788.68

Certified Estimate of Market Value: 90,759,459
Certified Estimate of Taxable Value: 74,288,666
Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2022 CERTIFIED TOTALS

Property Count: 279

C37 - FRIENDSWOOD CITY
Under ARB Review Totals

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Exemption Breakdown

Exemption	Count	Local	State	Total
DP	3	75,000	0	75,000
DV2	1	0	12,000	12,000
DV3	2	0	20,000	20,000
DV4	2	0	24,000	24,000
DVHS	1	0	116,791	116,791
EX366	1	0	1,300	1,300
HS	167	11,892,796	0	11,892,796
OV65	40	1,000,000	0	1,000,000
Totals		12,967,796	174,091	13,141,887

2022 CERTIFIED TOTALS

Property Count: 13,332

C37 - FRIENDSWOOD CITY
Grand Totals

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Land		Value			
Homesite:		609,025,907			
Non Homesite:		309,930,288			
Ag Market:		25,222,930			
Timber Market:		0	Total Land	(+)	944,179,125
Improvement		Value			
Homesite:		3,673,899,376			
Non Homesite:		875,964,681	Total Improvements	(+)	4,549,864,057
Non Real		Count	Value		
Personal Property:	1,160		110,180,667		
Mineral Property:	150		2,870,629		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	113,051,296
					5,607,094,478
Ag	Non Exempt	Exempt			
Total Productivity Market:	25,222,930	0			
Ag Use:	99,760	0	Productivity Loss	(-)	25,123,170
Timber Use:	0	0	Appraised Value	=	5,581,971,308
Productivity Loss:	25,123,170	0	Homestead Cap	(-)	396,267,859
			Assessed Value	=	5,185,703,449
			Total Exemptions Amount	(-)	1,145,316,247
			(Breakdown on Next Page)		
			Net Taxable	=	4,040,387,202

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	33,920,534	23,945,638	83,408.81	85,184.74	106		
DPS	2,222,666	1,773,132	5,476.06	5,476.06	6		
OV65	971,973,146	706,519,372	2,623,545.79	2,651,295.29	2,463		
Total	1,008,116,346	732,238,142	2,712,430.66	2,741,956.09	2,575	Freeze Taxable	(-) 732,238,142
Tax Rate	0.4873140						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	4,197,400	3,120,920	2,943,781	177,139	9		
Total	4,197,400	3,120,920	2,943,781	177,139	9	Transfer Adjustment	(-) 177,139
						Freeze Adjusted Taxable	= 3,307,971,921

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 18,832,640.95 = 3,307,971,921 * (0.4873140 / 100) + 2,712,430.66

Certified Estimate of Market Value: 5,588,270,867
 Certified Estimate of Taxable Value: 4,026,611,432

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2022 CERTIFIED TOTALS

Property Count: 13,332

C37 - FRIENDSWOOD CITY
Grand Totals

7/23/2022

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Exemption Breakdown

Exemption	Count	Local	State	Total
DP	116	2,746,265	0	2,746,265
DPS	6	0	0	0
DSTR	1	61,076	0	61,076
DV1	43	0	368,080	368,080
DV2	36	0	328,500	328,500
DV2S	1	0	7,500	7,500
DV3	43	0	452,000	452,000
DV3S	1	0	10,000	10,000
DV4	59	0	702,000	702,000
DV4S	2	0	24,000	24,000
DVHS	93	0	40,721,637	40,721,637
DVHSS	7	0	2,213,426	2,213,426
EX-XG	2	0	664,340	664,340
EX-XJ	1	0	25,500	25,500
EX-XU	2	0	188,380	188,380
EX-XV	595	0	259,517,750	259,517,750
EX-XV (Prorated)	7	0	413,127	413,127
EX366	318	0	256,703	256,703
HS	8,687	766,780,043	0	766,780,043
OV65	2,833	69,495,130	0	69,495,130
OV65S	10	250,000	0	250,000
SO	3	90,790	0	90,790
Totals		839,423,304	305,892,943	1,145,316,247

2022 CERTIFIED TOTALS

Property Count: 13,053

C37 - FRIENDSWOOD CITY
ARB Approved Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	9,805	4,579.7064	\$59,602,080	\$4,654,435,988	\$3,405,003,620
B	MULTIFAMILY RESIDENCE	24	49.9117	\$0	\$47,822,022	\$46,834,997
C1	VACANT LOTS AND LAND TRACTS	726	925.6622	\$0	\$41,876,394	\$41,864,394
D1	QUALIFIED OPEN-SPACE LAND	49	893.5461	\$0	\$25,222,930	\$99,760
E	RURAL LAND, NON QUALIFIED OPE	132	1,245.2390	\$53,000	\$51,289,141	\$43,054,772
F1	COMMERCIAL REAL PROPERTY	329	361.4464	\$2,334,220	\$293,676,278	\$293,565,610
F2	INDUSTRIAL AND MANUFACTURIN	4	10.8454	\$0	\$1,746,020	\$1,746,020
G1	OIL AND GAS	75		\$0	\$2,861,976	\$2,861,976
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$4,958,560	\$4,958,560
J3	ELECTRIC COMPANY (INCLUDING C	3		\$0	\$29,538,230	\$29,538,230
J4	TELEPHONE COMPANY (INCLUDI	9	1.0674	\$0	\$4,396,468	\$4,396,468
J6	PIPELAND COMPANY	57		\$0	\$7,267,230	\$7,267,230
J7	CABLE TELEVISION COMPANY	7		\$0	\$5,876,400	\$5,876,400
L1	COMMERCIAL PERSONAL PROPE	788		\$0	\$55,408,105	\$55,317,315
L2	INDUSTRIAL AND MANUFACTURIN	32		\$0	\$2,170,954	\$2,170,954
M1	TANGIBLE OTHER PERSONAL, MOB	75		\$0	\$630,592	\$496,840
O	RESIDENTIAL INVENTORY	106	28.2242	\$0	\$6,858,240	\$6,858,240
S	SPECIAL INVENTORY TAX	3		\$0	\$411,380	\$411,380
X	TOTALLY EXEMPT PROPERTY	924	719,259.6621	\$0	\$261,064,500	\$0
Totals			727,355.3109	\$61,989,300	\$5,497,511,408	\$3,952,322,766

2022 CERTIFIED TOTALS

Property Count: 279

C37 - FRIENDSWOOD CITY
Under ARB Review Totals

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State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	256	88.8214	\$1,246,510	\$95,358,020	\$73,846,416
B	MULTIFAMILY RESIDENCE	1	0.3874	\$0	\$464,380	\$464,380
C1	VACANT LOTS AND LAND TRACTS	9	19.9649	\$0	\$3,855,150	\$3,855,150
E	RURAL LAND, NON QUALIFIED OPE	3	15.8820	\$0	\$773,080	\$773,080
F1	COMMERCIAL REAL PROPERTY	5	5.2003	\$0	\$8,882,570	\$8,882,570
L1	COMMERCIAL PERSONAL PROPE	3		\$0	\$220,840	\$220,840
M1	TANGIBLE OTHER PERSONAL, MOB	1		\$0	\$27,730	\$22,000
X	TOTALLY EXEMPT PROPERTY	1		\$0	\$1,300	\$0
Totals			130.2560	\$1,246,510	\$109,583,070	\$88,064,436

2022 CERTIFIED TOTALS

Property Count: 13,332

C37 - FRIENDSWOOD CITY
Grand Totals

7/23/2022 10:13:58AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	10,061	4,668.5278	\$60,848,590	\$4,749,794,008	\$3,478,850,036
B	MULTIFAMILY RESIDENCE	25	50.2991	\$0	\$48,286,402	\$47,299,377
C1	VACANT LOTS AND LAND TRACTS	735	945.6271	\$0	\$45,731,544	\$45,719,544
D1	QUALIFIED OPEN-SPACE LAND	49	893.5461	\$0	\$25,222,930	\$99,760
E	RURAL LAND, NON QUALIFIED OPE	135	1,261.1210	\$53,000	\$52,062,221	\$43,827,852
F1	COMMERCIAL REAL PROPERTY	334	366.6467	\$2,334,220	\$302,558,848	\$302,448,180
F2	INDUSTRIAL AND MANUFACTURIN	4	10.8454	\$0	\$1,746,020	\$1,746,020
G1	OIL AND GAS	75		\$0	\$2,861,976	\$2,861,976
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$4,958,560	\$4,958,560
J3	ELECTRIC COMPANY (INCLUDING C	3		\$0	\$29,538,230	\$29,538,230
J4	TELEPHONE COMPANY (INCLUDI	9	1.0674	\$0	\$4,396,468	\$4,396,468
J6	PIPELAND COMPANY	57		\$0	\$7,267,230	\$7,267,230
J7	CABLE TELEVISION COMPANY	7		\$0	\$5,876,400	\$5,876,400
L1	COMMERCIAL PERSONAL PROPE	791		\$0	\$55,628,945	\$55,538,155
L2	INDUSTRIAL AND MANUFACTURIN	32		\$0	\$2,170,954	\$2,170,954
M1	TANGIBLE OTHER PERSONAL, MOB	76		\$0	\$658,322	\$518,840
O	RESIDENTIAL INVENTORY	106	28.2242	\$0	\$6,858,240	\$6,858,240
S	SPECIAL INVENTORY TAX	3		\$0	\$411,380	\$411,380
X	TOTALLY EXEMPT PROPERTY	925	719,259.6621	\$0	\$261,065,800	\$0
Totals			727,485.5669	\$63,235,810	\$5,607,094,478	\$4,040,387,202

2022 CERTIFIED TOTALS

Property Count: 13,053

C37 - FRIENDSWOOD CITY
ARB Approved Totals

7/23/2022 10:13:58AM

CAD State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A	6	1.1356	\$0	\$528,014	\$254,944
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	9,699	4,575.2259	\$59,602,080	\$4,638,368,598	\$3,393,621,387
A2 REAL, RESIDENTIAL, MOBILE HOME	2	0.3581	\$0	\$97,635	\$88,937
A3 REAL, RESIDENTIAL, CONDOMINIUM	99	2.9868	\$0	\$15,441,741	\$11,038,352
B1 APARTMENTS	9	45.2928	\$0	\$42,809,840	\$42,683,818
B2 DUPLEXES	15	4.6189	\$0	\$5,012,182	\$4,151,179
C1 VACANT LOT	726	925.6622	\$0	\$41,876,394	\$41,864,394
D1 QUALIFIED AG LAND	49	893.5461	\$0	\$25,222,930	\$99,760
E1 FARM OR RANCH IMPROVEMENT	132	1,245.2390	\$53,000	\$51,289,141	\$43,054,772
F1 COMMERCIAL REAL PROPERTY	323	346.8563	\$2,334,220	\$293,674,458	\$293,563,790
F2 INDUSTRIAL REAL PROPERTY	4	10.8454	\$0	\$1,746,020	\$1,746,020
G1 OIL AND GAS	75		\$0	\$2,861,976	\$2,861,976
J2 GAS DISTRIBUTION SYSTEM	1		\$0	\$4,958,560	\$4,958,560
J3 ELECTRIC COMPANY	3		\$0	\$29,538,230	\$29,538,230
J4 TELEPHONE COMPANY	9	1.0674	\$0	\$4,396,468	\$4,396,468
J6 PIPELINE COMPANY	57		\$0	\$7,267,230	\$7,267,230
J7 CABLE TELEVISION COMPANY	7		\$0	\$5,876,400	\$5,876,400
L1 COMMERCIAL PERSONAL PROPER	787		\$0	\$55,335,185	\$55,244,395
L2 INDUSTRIAL PERSONAL PROPERTY	32		\$0	\$2,170,954	\$2,170,954
L3 L3	1		\$0	\$72,920	\$72,920
M1 MOBILE HOMES	71		\$0	\$593,430	\$470,870
M4 M4	4		\$0	\$37,162	\$25,970
O1 RESIDENTIAL INVENTORY VACANT L	106	28.2242	\$0	\$6,858,240	\$6,858,240
S SPECIAL INVENTORY	3		\$0	\$411,380	\$411,380
X	924	719,259.6621	\$0	\$261,064,500	\$0
XV COMMERCIAL REAL EXEMPT	6	14.5901	\$0	\$1,820	\$1,820
Totals	727,355.3109		\$61,989,300	\$5,497,511,408	\$3,952,322,766

2022 CERTIFIED TOTALS

Property Count: 279

C37 - FRIENDSWOOD CITY
Under ARB Review Totals

7/23/2022 10:13:58AM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	252	88.6684	\$1,246,510	\$94,415,800	\$73,069,819
A3	REAL, RESIDENTIAL, CONDOMINIUM	4	0.1530	\$0	\$942,220	\$776,597
B2	DUPLEXES	1	0.3874	\$0	\$464,380	\$464,380
C1	VACANT LOT	9	19.9649	\$0	\$3,855,150	\$3,855,150
E1	FARM OR RANCH IMPROVEMENT	3	15.8820	\$0	\$773,080	\$773,080
F1	COMMERCIAL REAL PROPERTY	5	5.2003	\$0	\$8,882,570	\$8,882,570
L1	COMMERCIAL PERSONAL PROPER	3		\$0	\$220,840	\$220,840
M1	MOBILE HOMES	1		\$0	\$27,730	\$22,000
X		1		\$0	\$1,300	\$0
Totals			130.2560	\$1,246,510	\$109,583,070	\$88,064,436

2022 CERTIFIED TOTALS

Property Count: 13,332

C37 - FRIENDSWOOD CITY
Grand Totals

7/23/2022 10:13:58AM

CAD State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A	6	1.1356	\$0	\$528,014	\$254,944
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	9,951	4,663.8943	\$60,848,590	\$4,732,784,398	\$3,466,691,206
A2 REAL, RESIDENTIAL, MOBILE HOME	2	0.3581	\$0	\$97,635	\$88,937
A3 REAL, RESIDENTIAL, CONDOMINIUM	103	3.1398	\$0	\$16,383,961	\$11,814,949
B1 APARTMENTS	9	45.2928	\$0	\$42,809,840	\$42,683,818
B2 DUPLEXES	16	5.0063	\$0	\$5,476,562	\$4,615,559
C1 VACANT LOT	735	945.6271	\$0	\$45,731,544	\$45,719,544
D1 QUALIFIED AG LAND	49	893.5461	\$0	\$25,222,930	\$99,760
E1 FARM OR RANCH IMPROVEMENT	135	1,261.1210	\$53,000	\$52,062,221	\$43,827,852
F1 COMMERCIAL REAL PROPERTY	328	352.0566	\$2,334,220	\$302,557,028	\$302,446,360
F2 INDUSTRIAL REAL PROPERTY	4	10.8454	\$0	\$1,746,020	\$1,746,020
G1 OIL AND GAS	75		\$0	\$2,861,976	\$2,861,976
J2 GAS DISTRIBUTION SYSTEM	1		\$0	\$4,958,560	\$4,958,560
J3 ELECTRIC COMPANY	3		\$0	\$29,538,230	\$29,538,230
J4 TELEPHONE COMPANY	9	1.0674	\$0	\$4,396,468	\$4,396,468
J6 PIPELINE COMPANY	57		\$0	\$7,267,230	\$7,267,230
J7 CABLE TELEVISION COMPANY	7		\$0	\$5,876,400	\$5,876,400
L1 COMMERCIAL PERSONAL PROPER	790		\$0	\$55,556,025	\$55,465,235
L2 INDUSTRIAL PERSONAL PROPERTY	32		\$0	\$2,170,954	\$2,170,954
L3 L3	1		\$0	\$72,920	\$72,920
M1 MOBILE HOMES	72		\$0	\$621,160	\$492,870
M4 M4	4		\$0	\$37,162	\$25,970
O1 RESIDENTIAL INVENTORY VACANT L	106	28.2242	\$0	\$6,858,240	\$6,858,240
S SPECIAL INVENTORY	3		\$0	\$411,380	\$411,380
X	925	719,259.6621	\$0	\$261,065,800	\$0
XV COMMERCIAL REAL EXEMPT	6	14.5901	\$0	\$1,820	\$1,820
Totals	727,485.5669		\$63,235,810	\$5,607,094,478	\$4,040,387,202

2022 CERTIFIED TOTALS

Property Count: 13,332

C37 - FRIENDSWOOD CITY

Effective Rate Assumption

7/23/2022

10:13:58AM

New Value

TOTAL NEW VALUE MARKET:	\$63,235,810
TOTAL NEW VALUE TAXABLE:	\$52,622,467

New Exemptions

Exemption	Description	Count		
EX-XU	11.23 Miscellaneous Exemptions	2	2021 Market Value	\$172,410
EX-XV	Other Exemptions (including public property, r	9	2021 Market Value	\$1,116,240
EX366	HB366 Exempt	236	2021 Market Value	\$270,300
ABSOLUTE EXEMPTIONS VALUE LOSS				\$1,558,950

Exemption	Description	Count	Exemption Amount
DP	Disability	2	\$50,000
DV1	Disabled Veterans 10% - 29%	4	\$34,000
DV2	Disabled Veterans 30% - 49%	6	\$54,000
DV3	Disabled Veterans 50% - 69%	7	\$74,000
DV4	Disabled Veterans 70% - 100%	13	\$156,000
DVHS	Disabled Veteran Homestead	7	\$2,307,876
HS	Homestead	321	\$32,177,766
OV65	Over 65	232	\$5,717,897
OV65S	OV65 Surviving Spouse	1	\$25,000
PARTIAL EXEMPTIONS VALUE LOSS		593	\$40,596,539
NEW EXEMPTIONS VALUE LOSS			\$42,155,489

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$42,155,489

New Ag / Timber Exemptions

2021 Market Value	\$683,830	Count: 3
2022 Ag/Timber Use	\$7,410	
NEW AG / TIMBER VALUE LOSS	\$676,420	

New Annexations**New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
8,654	\$493,869	\$134,286	\$359,583
Category A Only			
Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
8,644	\$493,696	\$134,176	\$359,520

2022 CERTIFIED TOTALS**C37 - FRIENDSWOOD CITY
Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
279	\$109,583,070.00	\$74,288,666



Harris County Appraisal District

13013 Northwest Freeway
Houston TX 77040
Telephone: (713) 812-5800

P.O. Box 920975
Houston TX 77292-0975
Information Center: (713) 957-7800



Office of Chief Appraiser

July 25, 2022

Honorable Mike Foreman
Mayor
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

Board of Directors

Mike Sullivan, Chairman
Martina Lemond Dixon, Secretary
Al Odom, Assistant Secretary
Ann Harris Bennett, Director
Tax Assessor-Collector, Ex-Officio Director
Jim Robinson, Director
Jonathan Cowen, Director
Kathy Blueford-Daniels, Director

Re: 2022 Sec. 26.01(a-1) Estimate
City of Friendswood

Chief Appraiser
Roland Altinger
Deputy Chief Appraiser
Jason Cunningham
Taxpayer Liaison Officer
Teresa S. Terry

Dear Mayor Foreman:

As required by Texas Tax Code Sec. 26.01(a-1), we have prepared an estimate of taxable value for the above taxing jurisdiction for 2022.

While we have taken our best estimate of potential hearing loss into account, 2022 protests are still being received and formal hearings held during the next several months may cause further value reductions. Also, if fewer protests are filed, your value could possibly increase.

Your final taxable value will also be impacted by late-filed exemption applications, late applications for productivity valuation, correction motions under Tax Code Sec. 25.25, immediate residential homestead exemptions granted pursuant to Tax Code Sec. 11.42(f), and possible post-ARB appeals through binding arbitration, appeals to district court, or appeals to the State Office of Administrative Hearings.

Given these limitations, the estimated 2022 taxable value for the taxing unit identified above is:

\$904,555,358

The enclosed worksheet also provides additional estimated values that may be useful in your tax rate calculations.

Please do not hesitate to contact your HCAD jurisdiction coordinator or my office if you have questions regarding this estimate or other matters affecting appraisal district operations.

Sincerely,

Roland Altinger
Chief Appraiser

058 CITY OF FRIENDSWOOD
TAX YEAR: 2022

HARRIS COUNTY APPRAISAL DISTRICT
UNCERTIFIED ROLL SUMMARY

LAST UPDATED: 07/15/2022
DELV DATE: 07/29/2022

TYPE	UNITS	MARKET	APPRAISED	OWNERS VALUE	ESTIMATED FINAL TAXABLE VALUE WITH HEARING LOSS
ACCOUNTS ON HTS	589	209,777,994	193,221,636	185,195,791	165,840,395
ACCOUNTS ON PTS	360	29,245,234	28,677,342	28,349,889	13,650,685
OTHER ACCOUNTS	3,036	979,910,964	917,251,749	916,932,863	725,064,278
TOTAL UNCERTIFIED	3,985	\$1,218,934,192	\$1,139,150,727	\$1,130,478,543	\$904,555,358

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: August 1, 2022

Date submitted: 07/26/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the proposed ad valorem tax rate for 2022 (Fiscal Year October 1, 2022 - September 30, 2023).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

There are legal posting and publication requirements based on Council's decision regarding the ad valorem tax rate.

1. If Council proposes a tax rate that is greater than the no-new-revenue tax rate or the voter-approval tax rate, whichever is lower, there are additional publication and hearing requirements.

- As delineated on the attached schedule for a September 12th adoption date, the City Council will need to: (i) take a record vote on the proposed tax rate and (ii) set the time, date and place of the public hearing.

2. If Council proposes a tax rate that is not greater than the no-new-revenue tax rate or the voter-approved tax rate, whichever is lower, there are no additional publication or hearing requirements.

This item allows the City Council to take a record vote on the proposed ad valorem tax rate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Budget & Tax Rate Adoption Calendar - Above NNRR

Budget & Tax Rate Adoptions Calendar (above NNRR)

Tax Rate	Budget	Activity	Responsible Party
	July 26	Deliver Proposed Transmittal Letter & Budget in Brief to City Manager for review	City Manager
	July 27	Final Draft of Proposed Transmittal Letter & Budget in Brief due from City Manager to Budget Office	City Manager
	July 25	Receive certified property values from Galveston Central Appraisal District (GCAD and HCAD)	GCAD and HCAD
	July 29	Deliver Proposed Budget to City Council & City Secretary (due date per City Charter is August 1st)	City Mgr & Admin Services
August 1		City Website Posting of No New Revenue & Voter Approval Tax Rates	Admin Services & PIO & Social Media Specialist
	August 1	Proposed Budget work session with City Council	City Council, City Mgr and Budget Team
August 1		Council action to propose tax rate	City Council
August 3		PUBLICATION - Notice of Public Hearing on Proposed Tax Rate in Friendswood Reporter News and/or Galveston Daily News	GCTO, Admin Services and City Secretary's Office
August 3		Internet and PEG Channel Notice of Public Hearing on Tax Rate (run continuously August 3 rd - September 12 th)	Admin Services & PIO & Social Media Specialist
	August 8, 15, 22	If needed, Monday dates available to have additional budget work sessions	City Council, City Mgr, and Budget Team
	August 17	Publication of Public Hearing on Proposed Budget in Friendswood Reporter News and/or Galveston Daily News	Admin Services and City Secretary's Office
	August 25	72-hour notice of Public Hearing on Budget (Open Meetings Notice)	Admin Services and City Secretary's Office
	August 29	SPECIAL COUNCIL MEETING PUBLIC HEARING ON PROPOSED BUDGET	Admin Services, City Mgr and City Council
September 8		72-hour notice of Public Hearing on Proposed Tax Rate (Open Meetings Notice)	Admin Services and City Secretary's Office
	September 8	72-hour notice of Council Meeting to adopt Budget (Open Meetings Notice)	Admin Services and City Secretary's Office
	September 12	First & Final reading of ordinances adopting budget (Vote to adopt budget AND ratification vote to adopt budget raising total property taxes)	City Council
September 12		PUBLIC HEARING ON PROPOSED TAX RATE First & Final reading of ordinances adopting Tax Rate	Admin Services, City Mgr and City Council

Budget & Tax Rate Adoptions Calendar (above NNRR)

Tax Rate	Budget	Activity	Responsible Party
	July 26	Deliver Proposed Transmittal Letter & Budget in Brief to City Manager for review	City Manager
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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: August 1, 2022

Date submitted: 07/14/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update on the Stevenson Park parking lot.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Following the approval of the agreement with Halff Associates, staff held an introductory kickoff meeting with the consultant. A total of three townhall meetings will be held at the Friendswood Public Library, starting in September.

The first of the three meetings will be intended to receive public input on features/concepts citizens would like to see at the subject site - - Stevenson Park Parking Lot. The second meeting will be a continuation of the first and some refinement of the previous public input received. The third and final meeting will be a presentation of the findings in the form of a conceptual plan.

Running concurrent with the public meetings, an online survey will be advertised soliciting similar input as the townhall meetings held at the Library.

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: August 1, 2022

Date submitted: 07/19/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Receive notice of the date of the September Regular Council Meeting, which has been rescheduled from Monday, September 5, 2022, to Monday, September 12, 2022, to accommodate the Labor Day Holiday.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council Rules of Procedure, under Section 3.1 "Regular Meetings" allow that "in the event that the first Monday should fall on a holiday, the meeting shall be rescheduled as determined by the Mayor, and/or the City Manager."

As the Labor Day Holiday falls on September 5, 2022, which is the date of the City Council Regular Meeting, the Mayor and City Manager have rescheduled the meeting to the following Monday, September 12, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action is required for this item.

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: August 1, 2022

Date submitted: 06/22/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2022-23 City of Friendswood Budget.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council approval is needed to authorize a monthly transfer to the City of Friendswood Employee Benefits Trust for payment of employee benefits premiums to the insurance vendors.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. City of Friendswood BAFO Presentation



THE CITY OF FRIENDSWOOD ITB MEDICAL / RX STRATEGY ANCILLARY BENEFITS

Bob Treacy, LHIC | July 20, 2022



Gallagher

Insurance | Risk Management | Consulting

TABLE OF CONTENTS

I. Memorandum ITB Overview

II. ITB Process

III. Medical Analysis

IV. Ancillary Analysis

➤ Dental

➤ Life/ADD

➤ LTD

V. Recommendation

VI. Disclosures

Plan Year 2022/2023 ITB Memorandum Overview

The City engaged a comprehensive RFP process for Group 1) Medical/RX, 2) Dental, 3) Life/ADD and 4) Long Term Disability (LTD) coverages

RFP SUMMARY

The City received MEDICAL/RX proposals from the two (2) premier carriers in the BCBSTX and UHC. Aetna and Cigna are challenged by medium size comprehensive marketplace strategies and declined to issue bid responses; Declined To Quote (DTQ)

The City received multiple Carrier ANCILLARY line proposals for the Dental, Life/ADD, and Disability coverages. The City prefers a strategy of “bundling” these coverages with a (1) specific carrier for negotiating/leveraging enhanced premium and benefit coverages while increasing efficient plan administration/quality assurance across all coverages.

CONSIDERATIONS

The City had one (1) strategic bundled package targeted for consideration after analysis

1. BCBSTX offered all RFP lines of coverages under their renewal consideration. BCBSTX/Fort Dearborn Life (FDL)
2. Best in class package attained via BCBSTX/FDL; cost/benefits
3. It is important to bundle the ancillary lines when available. A 2-3% discount with ancillary line can (save) the City (\$60,000 - \$70,000) annually off of the Medical/Rx premium rate

CONCLUSION

1. The BCBSTX package offered coverages noted previously for a final BAFO NET increase of **3%** on the medical plan from the initial 9% increase
2. All of the Ancillary coverages will “bundle” with BCBSTX/FDL to reduce the medical/Rx premium rates (-2-3%)
3. BCBSTX has been the City medical carrier for several years providing cost effective premium rates, benefits, and healthcare provider networks. This carrier has shown their commitment to the City in stabilizing premium costs through renewal negotiations each and every year. The City have only averaged a 1.5% increase over the past (5) plan years while retaining a GOLD standard ACA value plan for the employees

The conclusion is to renew current Medical, and “bundled” ancillary coverages with BCBSTX/FDL. The current Vision (VSP) will remain under another premium rate guarantee.

RFP #2022-11 ANALYSIS

- I. RFP #2022-11 Overview

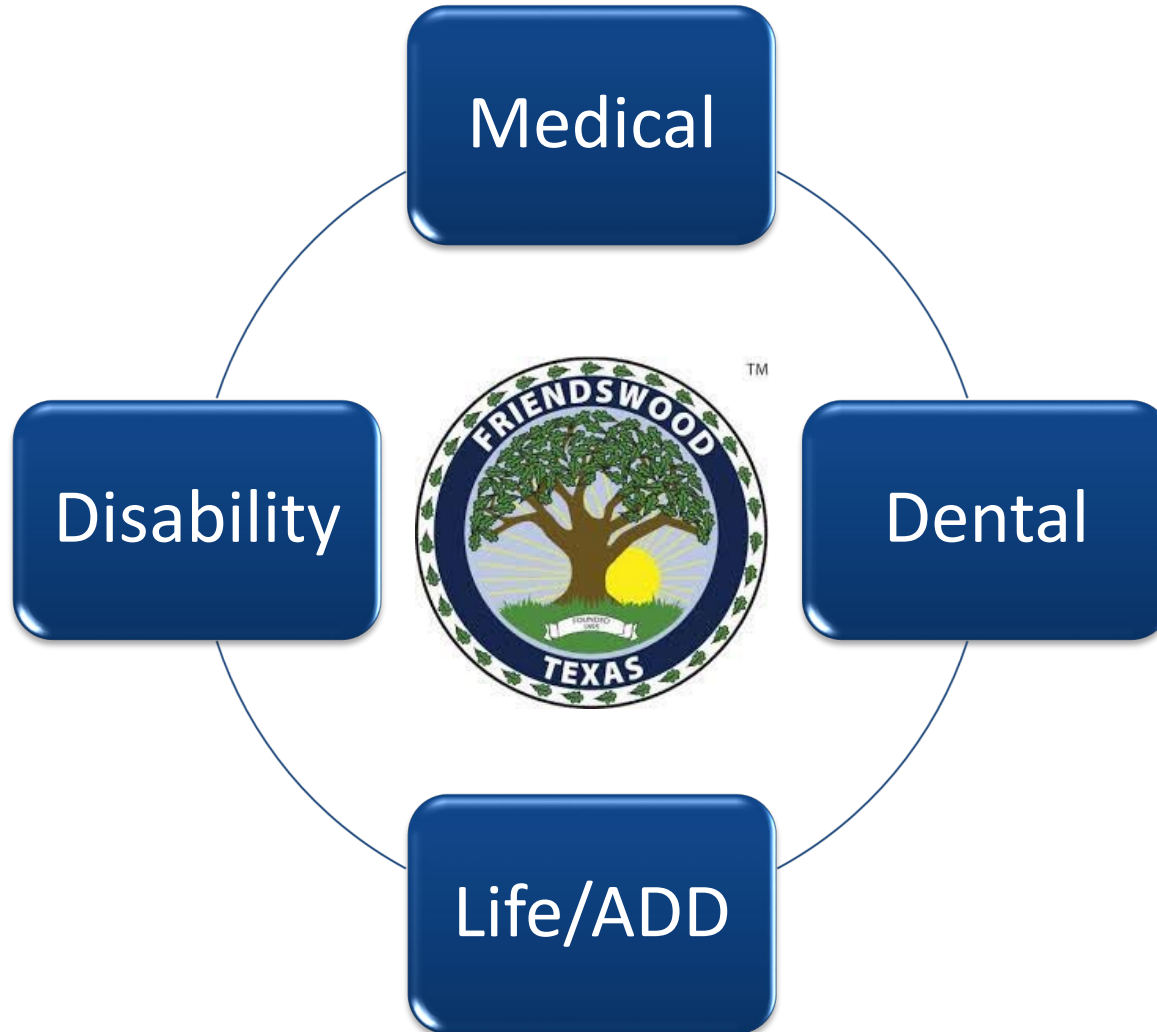
- II. Applied Benefits Coverages
 - A. Medical / RX
 - B. Dental
 - C. Life / ADD (City paid and Voluntary)
 - D. LTD

- IV. Disclosures and Disclaimers

ITB PROCESS

- Scope of Work
- Overview
- Market Responses

SCOPE OF WORK



OVERVIEW

- Carriers Responding: (9)
- Lines of Coverage: (4)
- Product Responses: (21)
- Lines of Coverage out to bid:
 - Medical
 - Dental
 - Life/ADD
 - Disability

MARKET SURVEY

Carrier	Line of Coverage Quoted	RFP Requirements Met	AM Best Rating
Aflac	Dental	All RFP Requirements Met	A-/XV
BCBSTX	Medical, Dental, Life/ADD & LTD	All RFP Requirements Met	A+/XV
Delta Dental	Dental	All RFP Requirements Met	A/XV
Hartford	Life/ADD & LTD	All RFP Requirements Met	A+/XV
Lincoln Financial Group	Dental, Life/ADD & LTD	All RFP Requirements Met	A+/XV
Ochs, Inc.	Life/ADD & LTD	All RFP Requirements Met	NR
Symetra	Life/ADD & LTD	All RFP Requirements Met	A/XV
United HealthCare	Medical, Dental, Life/ADD & LTD	All RFP Requirements Met	A+/XV
UNUM	Life/ADD & LTD	All RFP Requirements Met	A/XV

MARKET SURVEY

Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Good	E	Under Regulatory / Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories			
FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

COST STRATEGY IMPACT AREAS

THE THREE PILLARS

- Medical Rx – BCBSTX & UHC
- Ancillary Lines: Life/ADD, Dental, Disability

BUNDLING (PACKAGE EFFICACY)

- Bundling Ancillary Coverage with Medical / Rx (2-3%) reduction off Medical / Rx
- Integrated Administration for billing and eligibility
- Expense Credits for client plan administrative services

MEDICAL/RX ANALYSIS

MEDICAL / RX – BCBSTX

Current Plan Year 2021-2022

Carrier				BCBSTX	BCBSTX	BCBSTX
Plan Name				Current – 1500 PPO	Current – 2500 PPO	Current - 2500 HMO
Individual Annual Deductible				\$1,500	\$2,500	\$2,500
Family Annual Deductible				\$4,500	\$7,500	\$7,500
Co-insurance				80%	80%	80%
Individual Out of Pocket Maximum				\$4,500	\$5,500	\$5,500
Family Out of Pocket Maximum				\$10,200	\$10,200	\$10,200
PCP Visit Copay				\$30	\$25	\$25
Specialist Visit Copay				\$30	\$25	\$50
TeleHealth Copay				\$30	\$25	\$25
Routine Lab/Imaging				Covered at 100%	Covered at 100%	Covered at 100%
Hospital Inpatient				20% after Deductible	20% after Deductible	20% after Deductible
Hospital Outpatient				20% after Deductible	20% after Deductible	20% after Deductible
Major Diagnostics				20% after Deductible	20% after Deductible	20% after Deductible
Emergency Room				\$100, then 20% after ded	\$100, then 20% after ded	\$100, then 20% after ded
Urgent Care				\$55	\$50	\$50
Rx Out of Pocket Max Ind/Fam				\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000
RX Card Copays				\$20/\$35/\$50	\$10/\$40/\$60	\$10/\$40/\$60
Mail Order Rx Card Copays				\$60/\$105/\$150	\$30/\$120/\$180	\$30/\$120/\$180
Rates	1500	2500	HMO	Current	Current	Current
Employee	99	5	0	\$677.63	\$640.13	\$583.17
Employee + Spouse	13	1	0	\$1,499.45	\$1,416.45	\$1,290.42
Employee + Child(ren)	37	2	0	\$1,248.53	\$1,179.45	\$1,074.50
Employee + Family	41	4	1	\$2,169.41	\$2,049.32	\$1,866.98
Monthly Cost				\$221,720	\$15,173	\$1,867
Annual Cost				\$2,660,636	\$182,079	\$22,404
Combined Annual Cost					\$2,865,119	

MEDICAL/RX – BCBSTX Best and Final Offer (BAFO)

Initial renewal (+9%) reduced for BAFO at (+3%)

Carrier				BCBSTX	BCBSTX	BCBSTX
Plan Name				Current – 1500 PPO	Current – 2500 PPO	Current - 2500 HMO
Individual Annual Deductible				\$1,500	\$2,500	\$2,500
Family Annual Deductible				\$4,500	\$7,500	\$7,500
Co-insurance				80%	80%	80%
Individual Out of Pocket Maximum				\$4,500	\$5,500	\$5,500
Family Out of Pocket Maximum				\$10,200	\$10,200	\$10,200
PCP Visit Copay				\$30	\$25	\$25
Specialist Visit Copay				\$30	\$25	\$50
TeleHealth Copay				\$30	\$25	\$25
Routine Lab/Imaging				Covered at 100%	Covered at 100%	Covered at 100%
Hospital Inpatient				20% after Deductible	20% after Deductible	20% after Deductible
Hospital Outpatient				20% after Deductible	20% after Deductible	20% after Deductible
Major Diagnostics				20% after Deductible	20% after Deductible	20% after Deductible
Emergency Room				\$100, then 20% after ded	\$100, then 20% after ded	\$100, then 20% after ded
Urgent Care				\$55	\$50	\$50
Rx Out of Pocket Max Ind/Fam				\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000
RX Card Copays				\$20/\$35/\$50	\$10/\$40/\$60	\$10/\$40/\$60
Mail Order Rx Card Copays				\$60/\$105/\$150	\$30/\$120/\$180	\$30/\$120/\$180
Rates	1500	2500	HMO	BAFO	BAFO	BAFO
Employee	99	5	0	\$697.96	\$659.33	\$600.67
Employee + Spouse	13	1	0	\$1,544.43	\$1,458.94	\$1,329.13
Employee + Child(ren)	37	2	0	\$1,285.99	\$1,214.83	\$1,106.74
Employee + Family	41	4	1	\$2,234.49	\$2,110.80	\$1,922.99
Monthly Cost				\$228,371	\$15,628	\$1,923
Annual Cost				\$2,740,455	\$187,542	\$23,076
Combined Total Annual Cost					\$2,951,072	
% Change from Current					3%	

Medical/Rx Plan has enjoyed a (1.5%) average increase over the recent 5 renewal periods.

MEDICAL / RX - UHC

Carrier				UHC	UHC	UHC
Plan Name				Current – 1500 PPO	Current – 2500 EPO	Current - 2500 HMO
Individual Annual Deductible				\$1,500	\$2,500	\$2,500
Family Annual Deductible				\$4,500	\$7,500	\$7,500
Co-insurance				80%	80%	80%
Individual Out of Pocket Maximum				\$4,500	\$5,500	\$5,500
Family Out of Pocket Maximum				\$10,200	\$10,200	\$10,200
PCP Visit Copay				\$30	\$25	\$25
Specialist Visit Copay				\$30	\$25	\$50
TeleHealth Copay				\$30	\$25	\$25
Routine Lab/Imaging				Covered at 100%	Covered at 100%	Covered at 100%
Hospital Inpatient				20% after Deductible	20% after Deductible	20% after Deductible
Hospital Outpatient				20% after Deductible	20% after Deductible	20% after Deductible
Major Diagnostics				20% after Deductible	20% after Deductible	20% after Deductible
Emergency Room				\$100, then 20% after ded	\$100, then 20% after ded	\$100, then 20% after ded
Urgent Care				\$55	\$50	\$50
Rx Out of Pocket Max Ind/Fam				\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000
RX Card Copays				\$20/\$35/\$50	\$10/\$40/\$60	\$10/\$40/\$60
Mail Order Rx Card Copays				\$60/\$105/\$150	\$30/\$120/\$180	\$30/\$120/\$180
Rates	1500	2500	HMO	Proposed	Proposed	Proposed
Employee	99	5	0	\$746.45	\$705.10	\$600.24
Employee + Spouse	13	1	0	\$1,643.43	\$1,552.39	\$1,321.53
Employee + Child(ren)	37	2	0	\$1,381.11	\$1,304.60	\$1,304.60
Employee + Family	41	4	1	\$2,389.45	\$2,257.08	\$1,921.42
Monthly Cost				\$244,332	\$16,715	\$1,921
Annual Cost				\$2,931,980	\$200,585	\$23,057
Combined Total Annual Cost					\$3,155,622	
% Change from Current					+36%	

ANCILLARY ANALYSIS

- Dental
- Life/ADD
- Disability (LTD)

DENTAL ANALYSIS

- Guardian
- BCBSTX

Carrier			Guardian - Current	Guardian - Current	BCBSTX - Proposed	BCBSTX - Proposed
Plan Name			Premier Plan	Value Plan	High Plan	Low Plan
Calendar Year Max			\$1,500	\$1,500	\$1,500	\$1,500
CY Deductible Ind/Fam			\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Ortho Life Max			\$1,500 (Child Only)	\$1,500 (Child Only)	\$1,500 (Child Only)	\$1,500 (Child Only)
Preventive Services			100%	100%	100%	100%
Basic Services			80%	80%	80%	80%
Major Services			50%	50%	50%	50%
Orthodontia			50%	Not Covered	50%	Not Covered
Endo & Perio			50%	50%	50%	50%
Oral Surgery			50%	50%	50%	50%
Waiting Period					None	None
			Out of Network	Out of Network	Out of Network	Out of Network
R & C			90th	MAC	90th	MAC
Rates			Current	Current	Proposed	Proposed
Employee	79	8	\$36.65	\$25.97	\$38.12	\$27.01
Employee + Sp	15	3	\$65.50	\$47.53	\$68.12	\$49.43
Employee + Ch	22	3	\$81.78	\$50.14	\$85.05	\$52.15
Family	62	4	\$111.54	\$72.46	\$116	\$75.36
Monthly Cost			\$12,592	\$791	\$13,096	\$822
Annual Cost			\$151,110	\$9,487	\$157,157	\$9,867
Combined Annual Cost			\$160,597		\$167,024	
Change from Current			NA		9.5%	
Rate Guarantee Until			NA		24 Months	

Additional Carrier Responses

- Aflac
- Delta Dental
- Lincoln Financial Group

LIFE/ADD ANALYSIS

- Guardian
- BCBSTX

GROUP BASE LIFE / ADD

Carrier	Current Guardian	Proposal BCBSTX
Class 1	All Full Time EE's	All Full Time EE's
Employee Benefit	\$30,000	\$30,000
Maximum Benefit	\$30,000	\$30,000
Conversion/Portability	Included	Included
	Age Reductions	Age Reduction
Age 65	35%	35%
Age 70	50%	50%
Rates	Current	Proposal
Life Rate Per \$1000	\$0.22	\$0.180
AD&D Rate Per \$1000	\$0.02	\$0.020
Total Rate Per \$1000	\$0.240	\$0.200
Est. Monthly Volume	\$6,498,000	\$6,498,000
Est. Monthly Cost	\$1,560	\$1,299.60
Est. Annual Cost	\$18,714.24	\$15,595.20
Change from Current		(\$3,109.07)
Rate Guarantee Until		2 Years

Additional Carrier Responses

- Aflac
- Hartford
- Lincoln Financial Group
- OCHs, Inc.
- Symetra
- UNUM

SUPP LIFE/ADD ANALYSIS

- Lincoln Financial Group
- BCBSTX

SUPPLEMENTAL LIFE / ADD

Carrier	Current Lincoln		Proposed BCBSTX	
Benefits				
Class 1	All Full Time Employees		All Full Time Employees	
Employee Benefit	The lesser of 5X salary or \$500,000		The lesser of 5X salary or \$500,000	
Spouse Benefit	\$100,000		\$100,000	
Child Benefit	\$10,000		\$10,000	
Employee Guarantee Issue: Under age 60	\$150,000		\$150,000	
Spouse Guarantee Issue: Under age 60	\$50,000		\$50,000	
Child Guarantee Issue	\$10,000		\$10,000	
Employee AD&D Benefit	Same as Supp. Term Coverage		Same as Supp. Term Coverage	
Spouse AD&D Benefit	Same as Supp. Term Coverage		Same as Supp. Term Coverage	
Portability	Included		Included	
	Age Reductions		Age Reductions	
Age 65	35%		35%	
Age 70	60%		60%	
Age 75	75%		75%	
Age 80	85%		85%	
Rates per \$10,000	Employee	Spouse	Employee	Spouse
0-29	\$0.80	\$0.40	\$0.90	\$0.90
30-34	\$0.90	\$0.45	\$1.00	\$1.00
35-39	\$1.30	\$0.65	\$1.50	\$1.50
40-44	\$1.90	\$0.95	\$2.00	\$2.00
45-49	\$2.60	\$1.30	\$2.80	\$2.80
50-54	\$4.20	\$2.10	\$4.40	\$4.40
55-59	\$7.10	\$3.55	\$7.50	\$7.50
60-64	\$10.70	\$5.35	\$11.30	\$11.30
65-69	\$17.50	\$8.75	\$18.40	\$18.40
70-74	\$27.90	\$13.95	\$38.50	\$38.50
ADD Rate			\$0.30	
Rate Guarantee			24 months	

LTD ANALYSIS

- Lincoln Financial Group
- BCBSTX

BASE DISABILITY LTD

Plan Name	Lincoln Financial Group Current	BCBSTX Proposed
Benefits		
Maximum Monthly Benefit	\$10,000	\$6,000
Benefit Percentage	66.67%	60%
Benefit Waiting Period	90 days	90 days
Benefit Duration	to age 65/ADEA	SSNRA
Pre-Existing Limitation	3/12 Exclusion	3/12 Exclusion
Waiver of Premium	Included	Included
Rates	Current	Proposed
Rate Per \$100	\$0.61	\$0.48
Estimated Annual Volume	\$1,275,088	\$1,275,088
Estimated Annual Premium	\$93,336	\$73,445
Change from Current		(\$19,891)
Rate Guarantee Until		24 Months

Additional Carrier Responses

- Aflac
- Hartford
- Lincoln Financial Group
- OCHs, Inc.
- Symetra
- UNUM

EXHIBITS



July 18, 2022

HALEY BROWN
CITY OF FRIENDSWOOD
910 S FRIENDSWOOD DR
FRIENDSWOOD, TX 77546-4856

DEAR HALEY BROWN:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras.** offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **October 1, 2022** and **no action is required** to continue to receive consumers' #1 choice in vision care.

Group Name/Number:	CITY OF FRIENDSWOOD / 30022011
Renewal Period:	October 1, 2022 - September 30, 2025
Current Plan Frequency:	12 / 12 / 12
Current Copay:	\$10 Exam / \$25 Materials
Current Allowance:	\$130.00 Retail Frame / \$130.00 Elective Contact Lenses
Current Rates:	\$9.63 / 15.40 / 15.72 / 25.35
Renewal Rates:	\$10.73 / 17.16 / 17.52 / 28.25

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Please let me know if you have any questions about your VSP plan or would like to see additional options to enhance your benefit or lower your premium. Please contact me at the number below and I can assist you.

Thank you,

Jamie Elliott (800) 216-6248

cc: BOB TREACY
GALLAGHER BENEFIT SERVICES, IN
2245 TEXAS DR STE 140SUITE
SUGAR LAND, TX 77479-1679

CMI CS Team

Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that supersedes a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and wholly owned subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Securities and Investment Advisory Services may be offered by Gallagher Retirement Services, Inc. and executed through NFP Securities, Inc., Member FINRA/SIPC. Investment advisory services and corresponding named fiduciary services may also be offered through Gallagher Fiduciary Advisors, LLC, a Registered Investment Adviser. Gallagher Fiduciary Advisors, LLC is a single-member, limited-liability company, with Gallagher Benefit Services, Inc. as its single member. Not all individuals of Gallagher and none of Gallagher Fiduciary Advisors, LLC individuals are registered to offer securities or investment advisory services through NFP Securities, Inc. NFP Securities, Inc. is not affiliated with Arthur J. Gallagher & Co., Gallagher Benefit Services, Inc. or Gallagher Fiduciary Advisors, LLC. Neither Arthur J. Gallagher & Co., NFP Securities, Inc., or their affiliates provide accounting, legal, or tax advice.

THANK YOU!

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.



Gallagher

Insurance | Risk Management | Consulting

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: August 1, 2022

Date submitted: 07/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a Memorandum of Renewal of the Emergency Medical Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department for the first one-year extension term.

The original 2019 Agreement was for a term of three (3) years, set to expire on October 1, 2022. However, the Agreement afforded the parties the ability to extend the Agreement for two (2) one-year terms. The proposed Memorandum of Renewal extends the Agreement for the first one-year extension term under the same terms and conditions with the following increases:

Maximum Obligated Increase

Call Volume Adjuster.....	\$30,000
Contract Labor Increase.....	\$50,669
Non-Labor Increase.....	<u>\$9,561</u>

Total Maximum Obligated Increase..... \$90,260

Maximum Non-Obligated Increase

Full-time Adjustment.....	\$58,605
PRN Adjustment.....	\$9,357
Pension Increase.....	<u>\$0</u>

Total Maximum Non-Obligated..... \$67,962

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Renewal of EMS Agreement
2. FVFD Tx Government Code Verifications
3. Form 1295 Certificate EMS

**MEMORANDUM OF RENEWAL
OF THE
EMERGENCY MEDICAL SERVICES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, On September 30, 2019, the City of Friendswood (the "CITY") entered into the Emergency Medical Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department. (the "FVFD") after issuing a request for proposals for such services; and

WHEREAS, Article IV of the Agreement specifies that the Agreement is for an initial term of three (3) years, which commenced on October 1, 2019, and ends on September 30, 2022; and

WHEREAS, the Agreement may be extended for two (2) one-year terms upon the mutual agreement of the CITY and the FVFD; and

WHEREAS, the FVFD and the CITY wish to extend the Agreement for the initial one-year period, commencing on October 1, 2022, and ending on September 30, 2023, contingent upon the appropriation of funds by the City Council of the City of Friendswood and pursuant to the terms of this Memorandum of Renewal (the "Memorandum");

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Memorandum shall have the same meanings as in the Agreement.
2. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Memorandum as specified in Section 3 hereof, the FVFD and the CITY hereby renew the Agreement for a one-year term commencing on October 22, 2022, and ending on September 30, 2023. The renewal evidenced by this Memorandum shall be under the same terms and conditions as expressed in the Agreement, except as otherwise provided in Section 3 hereinbelow.
3. Amendment. The Agreement is hereby amended to provide the following maximum increases over the FY2022 Base Contract Amount of ONE MILLION FIVE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$1,579,900.00) for the renewal term specified in Section 2 hereinabove:

Maximum Obligated Increase

Call Volume Adjuster	\$30,000
Contract Labor Increase	\$50,669
Non-Labor Increase	<u>\$9,561</u>

Total Maximum Obligated Increase..... ***\$90,230***

Maximum Non-Obligated Increase

Full-time Adjustment	\$58,605
PRN Adjustment	\$9,357
Pension Increase	<u>\$0</u>

Total Maximum Non-Obligated ***\$67,962***

Total Maximum subject to obligated increases effective October 1, 2023, should the last year of the option period be exercised, is \$128,192 which is the sum of the above less the call volume adjuster which is independently calculated each year per the Agreement.

4. Conflicts. The provisions of this Memorandum and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of this Memorandum shall control.
5. Entire Agreement. This Memorandum and the Agreement replace and supersede all prior agreements for Emergency Medical Services by and among the CITY and the FVFD and supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum 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, this the ____ day of _____, 2022, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FVFD:
FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT

Signature

Printed Name

Title

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, _____, the undersigned notary public, on this day personally appeared _____, in his/her capacity as _____ of the Friendswood Volunteer Fire Department, on behalf of such corporation,

_____ 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 _____, 2022.

Notary Public in and for the State of
Texas

My commission expires: _____

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider the appointment of Mr. Kyle Winne to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to appoint Kyle Winne to replace Ms. Jennifer Whitley who was not reappointed. If appointed, Mr. Winne would serve a full three-year term beginning immediately and expiring June 30, 2025.

On June 29, 2022, six volunteer applicants were contacted regarding the opening and their CEDC interest. Three applicants were interviewed by a panel consisting of CEDC Vice Chair Blaise Guzzetta, City Council Liaison and Councilwoman Sally Branson, and Staff Liaison and Assistant City Manager Steven Rhea. All three volunteer applicants provided great interviews and are a testament to the volunteer spirit of Friendswood residents. The panel ultimately chose Kyle Winne (application attached) for the Mayor and Council's consideration. The panelists all agreed that the other applicants interviewed should be considered for future openings on other committees or boards.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Winne, Kyle Volunteer Application 2021_Redacted
2. CDEC Applicants Contacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Kyle Winne

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Sales Manager & Small Business Owner

SPECIAL INTERESTS AND TALENTS: I'm interested in educating and inspiring young entrepreneurs, and creating business and professional growth opportunities. I consider myself a talented craftsman, a creative thinker, and a skilled problem solver. I have strong communication skills, a strong desire to learn, and as a former police officer, a strong desire to protect and serve our community.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☒ X EVENING
- ☐ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☒ X EVENING
- ☐ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☒ 2 WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

My passion for entrepreneurship and creative business strategy, along with my family's residency in West Ranch, has led me to seek opportunities for involvement with the Community & Economic Development Committee and West Ranch Management District. I have work experience in construction, restaurant/bar management, small business establishment & ownership, manufacturing on a small & large scale, national & international commercial sales of raw manufacturing materials, law enforcement, and multi-business project management. I've accepted leadership roles as President of Houston Police Academy Class 203 and President of the Parks at Walnut Bend HOA. I'm confident that my work and life experience along with the skills and knowledge I've developed over the years will prove to be a valuable contribution to the objectives of each committee. For this reason among many others, I am seeking out ways to continue serving the community my family and I are a part of.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]
SEX: M
FRIENDSWOOD RESIDENT FOR 1 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Bachelor's Degree in Business Administration from Texas A&M University,
20 years of experience in business to business sales in the HVAC manufacturing industry,
approximately 4 years of law enforcement experience, 4 years of service on the Parks at Walnut Bend
HOA board in Pearland, TX (approximately 2 years as a board member, 2 years as President).

Please list any civic or community endeavors in which you have been involved: _____
My service as a Houston Police Officer and leadership role within my previous community's HOA
gave me the opportunity to genuinely uphold my oath to protect and serve the community. I have also
volunteered and served as assistant baseball coach for my son's baseball teams in the past.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Kyle Winne
Signature of Applicant

11/19/21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

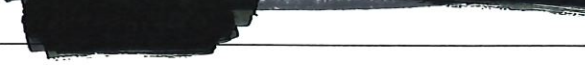
NAME: Frank & Jeannine Miller

ADDRESS: 

PHONE: 

NAME: Mary Wise

ADDRESS: 

PHONE: 

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: August 1, 2022

Date submitted: 07/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the Friendswood Downtown Economic Development Corporation to expend funds for its FM 518 Illumination Project.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

City Staff, at the direction of the Friendswood Downtown Economic Development Corporation ("FDEDC"), advertised RFP 2022-10 FM-518 Illumination Project in April of 2022. The purpose of the RFP was to solicit proposals from contractors to install pedestrian and roadway light poles along FM 518 within the Downtown District (Whispering Pines Ave. to FM 2351) with a project budget of \$2.5 million dollars. Anticipating the total installation cost would exceed the advertised budget, the RFP allowed for the selection of a candidate and the possibility of alternate proposals should it be necessary. The FDEDC fund balance as of June 2022 is \$2,739,842.

Two submissions were received in May, with Pfeiffer & Son, LTD being the chosen contractor. The total installation cost of the submission was \$3.98 million dollars. After discussions with FDEDC and Pfeiffer & Son, LTD, and pursuant to the terms of the RFP, the project scope was reduced to accommodate the advertised budget of \$2.5 million dollars. Two options were presented to the FDEDC for consideration. Both options omitted the installation of pedestrian and roadway lighting on FM 518 between Whispering Pines Ave. and Castlewood Dr., which is approximately one-third of a mile.

The option chosen by the FDEDC will provide pedestrian and roadway illumination for the length of FM 518 between FM 2351 and Castlewood Dr, omitting the area in front of Friends Church (Spreading Oaks to Stonestrow Ave.). The required drill shafts needed for light poles present challenges with the existing trees and a pedestrian walkway does not exist at this location. City Staff will engage the lighting consultant and electrical engineer for potential up-lighting for the trees or other less invasive options for this area.

The FDEDC voted unanimously 6-0 (one member absent) to proceed with this option and provide funding in the amount of \$2,350,747.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FDEDC's FM 518 Illumination Project Presentation
2. Pfeiffer & Son Contracting Services Agreement
3. Certificate of Insurance Exp 03-01-2023
4. Pfeiffer & Son - Form 1295
5. Texas Government Code Verifications Form

- Consistent Downtown lighting recommended in the Lauren Griffith Associates Friendswood Downtown District Improvement Plan approved by the FDEDC and City Council in 2018.
- FDEDC downtown illumination plan discussions began January 2019.
- Presentations provided to City Council, Rotary and FDFA over last two years.

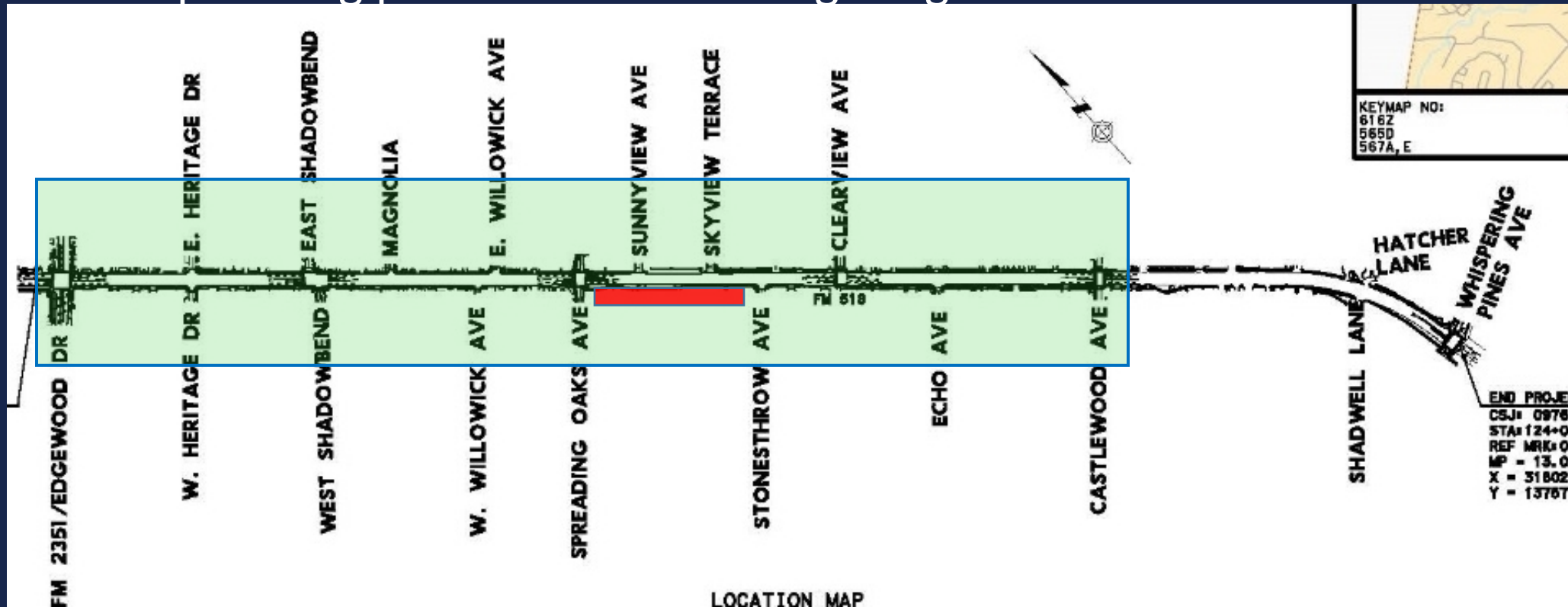
- **RFP 2022-10 FM 518 Illumination installation.**

- RFP budget of approximately \$2,500,000 advertised with option to
 - Current Fund Balance = \$2,739,842
- Two options presented to the FDEDC at July 12, 2022 meeting.
- Length of FM 518 from Castlewood Dr. to Whispering Pines, approximately 1/3 mile, would not have any street or pedestrian lighting installed for either scenario.

- Option Chosen - \$2,350,747

- Install all 32' street and 18' pedestrian lighting from Castlewood Dr. on both sides of FM 518 excluding the area in front of Friends Church.
 - Pedestrian walkway does not exist at this location.
 - Potential conflicts with existing trees.

- There will not be lighting installed in front of Friends Church (W. Spreading Oaks to Stonestrow Ave.)
 - Staff pursuing potential alternate lighting for this section.



Friendswood Downtown Economic Development Corporation

FRIENDSWOOD, TEXAS

CONTRACT DOCUMENTS
FOR

FM-518 Illumination Installation

RFP NO. 2022-10



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

DOCUMENT 00085B

ADDENDUM

ADDENDUM NO. 1

Date of Addendum: 5/17/2022

PROJECT NAME: FM 518 ILLUMINATION

RFP NO: 2022-10

BID DATE: 5/26/2022

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.

CHANGES TO UNIT PRICE BID FORM

None

ANSWERS TO QUESTIONS RECEIVED:

1. Can you provide additional information on the fixture types required?
A: Refer to "Attachment 2"

00085B-1

CHANGE IN NON-MANDATORY PRE-BID MEETING TIME

None

CHANGES TO PROJECT MANUAL

None

BIDDING REQUIREMENTS

None

SPECIFICATIONS

None

CHANGES TO DRAWINGS

None

CLARIFICATIONS

None

END OF ADDENDUM NO. 1:

END OF DOCUMENT

00085B-2

Type	Description	Poles	Heads	Notes
P3	32' Roadway Pole	Structura / FAUX-ALU-RT-32-10-F2?-ALEX-GFCI-MOD + ALEX-MAST-36-C(X)-RND	Cyclone / CN55P1A-FGF-3M-100W-3K-X-X-X-BZ?-TX?	5 year warranty on finish. Includes banner arms on poles. Voltage, control options and finishes TBD.
P2	32' Roadway/Pedestrian Pole	Structura / FAUX-ALU-RT-32-10-F2?-ALEX/2-GFCI-MOD + ALEX-MAST-36-C(X)-RND	Cyclone / (1)CN55P1A-FGF-3M-100W-3K-X-X-X-BZ?-TX? + (1)SN21P1-FGF-3M-60W-3K-X-X-X-BZ?-TX?	
P1-BNR	18' Pedestrian Pole with Banner Arm	Structura / FAUX-ALU-RT-18-7-F2?-ALEX-BNR-GFCI-STD + ALEX-MAST-36-C(X)-RND	Cyclone / SN21P1-FGF-3M-60W-3K-X-X-X-BZ?-TX?	
P1	18' Pedestrian Pole	Structura / FAUX-ALU-RT-18-7-F2?-ALEX-GFCI-STD + ALEX-MAST-36-C(X)-RND	Cyclone / SN21P1-FGF-3M-60W-3K-X-X-X-BZ?-TX?	

DOCUMENT 00085B

ADDENDUM

ADDENDUM NO. 2

Date of Addendum: 5/23/2022

PROJECT NAME: FM 518 ILLUMINATION

RFP NO: 2022-10

BID DATE: 5/26/2022

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.

CHANGES TO UNIT PRICE BID FORM

See Attachment 1

ANSWERS TO QUESTIONS RECEIVED:

1. Please let us know how many P1-BNR PEDESTRIAN POLES to expect.
A: Forty (40) P1-BNR PEDESTRIAN POLES are an Add Alternate to substitute in lieu of Forty (40) P1-18' PEDESTRIAN POLES. Locations are to be decided by owner. Please reference the replacement Unit Price Bid Form, Page 11, Item 01210-1. Bid is lump sum substitution.

00085B-1

CHANGE IN NON-MANDATORY PRE-BID MEETING TIME

None

CHANGES TO PROJECT MANUAL

None

BIDDING REQUIREMENTS

None

SPECIFICATIONS

None

CHANGES TO DRAWINGS

None

CLARIFICATIONS

None

END OF ADDENDUM NO. 1:

END OF DOCUMENT

00085B-2

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
1	Drill Shaft (30"), Complete in Place – 18' Pole (Inclusive of Labor, Material and Superintendency)	1456	LF		
@					
2	Drill Shaft (30"), Complete in Place – 32' Pole (Inclusive of Labor, Material and Superintendency)	1456	LF		
@					
3	Elec Condr (No. 8) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	13550	LF		
@					
4	Elec Condr (No. 8) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	48650	LF		
@					
5	Elec Condr (No. 6) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	2170	LF		
@					

00300-5

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
6	Elec Condr (No. 6) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	4340	LF		
@ _____					
7	Elec Condr (No. 4) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	3600	LF		
@ _____					
8	Elec Condr (No. 4) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	7200	LF		
9	Elec Condr (No. 2) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	1490	LF		
@ _____					
10	Elec Condr (No. 2) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	2980	LF		
@ _____					

00300-6

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
11	Elc Srv TY D 120/240 060(NS)SS(E)PS(U), Complete in Place; (Inclusive of Labor, Material and Superintendency)	13	EA		
@ _____					
12	P1 - 18' Pedestrian Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	83	EA		
@ _____					
13	P2 - 32' Roadway/Pedestrian Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	95	EA		
@ _____					
14	P3 - 32' Roadway Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	4	EA		
@ _____					
15	Traffic Control Plan, Complete in Place (Inclusive of Labor, Material and Superintendency)	1	LS		
@ _____					

00300-7

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
16	Mobilization, Complete in Place	1	LS		
@					
17	Low Profile Inlet Protector (Inclusive of Labor, Material and Superintendency)	656	LF		
@					
18					
@					
19					
@					
20					
@					

00300-8

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
21					
@					
22					
@					
23					
@					
24					
@					
25					
@					

00300-9

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
26					
@					
27					
@					
28					
@					
29					
@					
30					
@					

00300-10

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 Lump Sum
01210-1	Substitute Forty (40) P1 – BNR Pedestrian Poles in lieu of P1 – 18' Pedestrian Poles Complete in Place (Inclusive of Labor, Material and Superintendency)	\$
01210-2		\$
01210-3		\$
01210-4		\$
01210-5		\$
TOTAL ALTERNATE PRICE		\$

5.3 ADDENDA ACKNOWLEDGEMENT

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

5.4 ALLOWANCES

1. Allowance Type \$

5.5 BID PRICES

A. TOTAL BASE BID _____

B. TOTAL ALTERNATES _____

C. TOTAL ALLOWANCES _____

D. TOTAL STIPULATED PRICE _____

I. 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)

II. 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 Offeror: _____

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: _____

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 1st of August 2022, by and between the Friendswood Downtown Economic Development Corporation (hereinafter called the "FDEDC") acting herein by its President, duly authorized by approval of the FDEDC Board of the FDEDC and Pfeiffer & Son, LTD, 116 N. 16th Street, La Porte, TX 77572 (hereinafter called the "CONTRACTOR") acting herein by Charles L. Pfeiffer, Manager of CL PFEIFFER LLC, it's General Partner, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the FDEDC 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:

FM-518 Illumination Installation

- 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:

FM-518 Illumination Installation

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by HDR Engineering, Inc., 4828 Loop Central Drive, Suite 800, Houston, TX 77081, who is hereinafter called the Design Professional and who is to act as the FDEDC's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred Seventy (270) Working 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 Three Hundred (300) Working Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The FDEDC and the Contractor recognize that time is of the essence of this Agreement and that the FDEDC 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 FDEDC if the Work is not completed on time. Accordingly, instead of requiring any such proof, the FDEDC and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the FDEDC FIVE HUNDRED Dollars (\$500.00) 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 FDEDC, the Contractor shall pay FDEDC Five Hundred Dollars (\$500) 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 FDEDC.

ARTICLE V: CONTRACT PRICE

- 5.1 The FDEDC 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 300 – UNIT Price Form.
- 5.2 TOTAL AMOUNT OF BID is Two Million Three Hundred Fifty Thousand Four Hundred Seventy-Four Dollars (\$2,350,474).
- 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 FDEDC 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 in accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the FDEDC as provided in the General Conditions.
- 6.2 Progress Payments; The FDEDC 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 FDEDC 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 FDEDC 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 Five Hundred Thousand Dollars (\$500,000) 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 may, at the sole discretion of the FDEDC, 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 rate specified in Section 2251.025 of the Texas Government Code.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the FDEDC 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 if 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 FDEDC 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 FDEDC 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 FDEDC 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 FDEDC 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 FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement.
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Standard Agreement for Contracting Services (this agreement)
- 9.4 General Conditions.
- 9.5 Supplemental Conditions.
- 9.6 Technical Specifications Divisions 1 through 16
- 9.7 Request for Proposals (Cover Sheet and numbered sheets).
- 9.8 Post-Bid Procedures
- 9.9 Insurance Requirements
- 9.10 Performance Bond, included herein.

- 9.11 Payment Bond, included herein.
- 9.12 Texas Workers' Compensation
- 9.13 Affidavit of Insurance, and Certificates of Insurance
- 9.14 Alcohol and Drug Free Workplace Policy.
- 9.15 Construction Storm Preparation Policy.
- 9.16 Hazardous Communications Program Requirement Agreement.
- 9.17 Homeland Security Policy.
- 9.18 Child Support Affidavit
- 9.19 Unit Price Bid Form
- 9.20 Texas Ethics Commission Form 1295.

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 AGREES TO AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE FDEDC, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES (HEREINAFTER IN THIS ARTICLE X referred to as the "FDEDC"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, FINES, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENCE, 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 FDEDC, 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 FDEDC, 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 FDEDC, 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 FDEDC IN THE SAME FORM AS IN THIS ARTICLE X.

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 FDEDC 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 FDEDC 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 FDEDC:

Friendswood Downtown Economic Development Corporation
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:

Pfeiffer & Son, LTD
116 N. 16th Street
P.O. Box 1116
La Porte, Texas 77572

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.

EXECUTED IN on behalf of the Contractor by Charles L. Pfeiffer, Manager of CL PFEIFFER LLC, its General Partner, as shown below, and on behalf of the FDEDC by Rebecca Hillenburg, its President, thereto duly authorized this 1st day of August, 2022.

ACCEPTED: PROPOSED AND AGREED TO:

FDEDC:

FRIENDSWOOD DOWNTOWN
ECONOMIC DEVELOPMENT
CORPORATION

REBECCA HILLENBURG
President

DATE: _____

CONTRACTOR:

PFEIFFER & SON, LTD
By: CL PFEIFFER, LLC, its General
Partner

Charles L. Pfeiffer
2022.07.28
13:11:34-05'00'
CHARLES LINDSAY PFEIFFER
Managing Member

DATE: _____

ATTEST: ATTEST:

PAUL MARX, Secretary

**Joseph
Pfeiffer**
(OFFICER OR SECRETARY)

Digitally signed by
Joseph Pfeiffer
Date: 2022.07.28
14:09:43 -05'00'

END OF SECTION

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. 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 the Unit Price Form or 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
- 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 as the City's Standard Agreement.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the City's Standard Agreement.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in the City's Standard Agreement.
- 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 the City's Standard Agreement.
- 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 the City's Standard Agreement., 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 the 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 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.

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 Contractor's work required to make the same 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.
- 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 Contractors 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 Contractor's 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 the 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 the City's Standard Agreement 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 a 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 the 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 Mangers, 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, 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. 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 Contractor's 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.

72. 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.

73. 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.

74. 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).

75. 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.

76. 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.

77. 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, 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.

78. 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

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. 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 the Unit Price Form or 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
- 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 as the City's Standard Agreement.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the City's Standard Agreement.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in the City's Standard Agreement.
- 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 the City's Standard Agreement.
- 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 the City's Standard Agreement., 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 the 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 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.

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 Contractor's work required to make the same 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.
- 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 Contractors 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 Contractor's 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 the 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 the City's Standard Agreement 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 a 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 the 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 Mangers, 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, 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. 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 Contractor's 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.

72. 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.

73. 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.

74. 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).

75. 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.

76. 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.

77. 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, 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.

78. 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

**City of Friendswood
&
Friendswood Downtown Economic Development Corporation
Request for Proposals**



FM-518 Illumination Installation

SUBMIT QUESTIONS NO LATER THAN:

Monday, May 23, 2022
2:00 PM (CDT)

SUBMIT RFQ NO LATER THAN:

Thursday, May 26, 2022
2:00 PM (CDT)

SUBMIT QUESTIONS TO:

Jildardo Arias, PE, CFM
Director of Engineering
City of Friendswood
engineering@friendswood.com
(281) 993-3411

MARK ENVELOPE:

RFP 2022-10

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

I. PURPOSE

The City of Friendswood and Friendswood Downtown Economic Development Corporation is soliciting proposals from contractors with experience in the installation of pedestrian and roadway light poles. The contractor shall follow engineering plans supplied by HDR Engineering and have experience with municipal and TXDOT technical specifications. The contractor will connect to conduit preinstalled by TXDOT and will supply all additional materials including but not limited to wiring, meter cans, light pole foundations, and light poles. Any contractor responding to this (RFP) should have the resources, experience, and expertise to provide both capable and timely services for the project as described in the project plans and specifications. The Contractor shall provide construction cost proposal and may include any additional services based on the information contained in this RFP, Scope of Work, and engineered plans and specifications.

The main elements of this project consist primarily with the installation of three types of fully operational light poles (an 18' pedestrian pole, a 32' roadway/pedestrian pole, and a 32' roadway pole) along FM 518 between FM 2351 and Whispering Pines Avenue in Friendswood, Texas. Care shall be taken in the installation of the preceding repairs made to any damaged assets. The Contractor shall return any disturbed hardscape (including sidewalks, pavers or concrete) or softscape to pre-construction conditions.

It is anticipated that all work will be done within existing ROW and no private property will be impacted to accomplish the project goals. However, temporary easements for construction may be required. If private property will be impacted in any way great or small, the Contractor will be responsible for communicating said impact and working with the property owner on the resolution.

All respondents' submissions will be evaluated, and the most qualified contractor selected based upon the scoring criteria as defined by this RFP.

II. SCOPE OF WORK

Consultants are advised that the capacity to initiate and coordinate all construction activities in a timely and efficient manner is a significant factor. Respondents who cannot meet this objective will be automatically eliminated from further consideration.

- A) **Desired Outcome:** Three (3) types of fully functioning pedestrian/roadway light poles shall be installed along FM 518 complete with all necessary permits, utility locates, and all other outcomes listed in this RFP, Scope of Work, and engineered plans and specifications
- B) **Friendswood Downtown District:** This lighting project is part of the Friendswood Downtown Economic Development Corporation's campaign to upgrade Friendswood's Downtown District. This project will help enhance pedestrian safety in the City's Downtown District. All construction and/or repairs shall follow the City's guidance and ordinances for the Downtown District.
- C) **Sequencing:** The following sequencing of activities is recommended for successful project completion.
 - Contract execution shall be completed within three weeks of being notified of selection.
 - Public outreach to business and property owners and residents that may be impacted by construction should begin early in the process and continue through project completion.

- Order and delivery of parts including wiring, meter cans, and light poles shall commence immediately pending contract execution. Any impact to schedule from delivery of parts will be clearly communicated to the City's Project Manager assigned to this project.
- Field verification of conduit previously installed by TXDOT shall be executed before installation proceeds. Any significant field changes will require close communication with the city and could potentially impact the project schedule.
- Construction shall commence within 90 days upon delivery of the light poles. A construction phasing plan will be required that integrates the construction of all project work elements into a practical and feasible sequence. A preliminary traffic control plan will be required as part of the construction phasing plan. The Contractor shall develop concepts for maintenance access to adjacent and affected properties during construction, and for maintenance of traffic during the construction period.
- A Pre-Construction Meeting will be required that outlines and addresses all the information, plans, and requirements detailed above. Progress Meetings will be required at regular intervals.
- Final testing of pedestrian/ roadway light poles will be required to confirm successful lighting operation. This shall be scheduled ahead and completed with the City's Project Manager physically present.
- Final project close out will require that all punch list items have been addressed and final delivery of As Built Plans to the City. A one-year maintenance contract agreement will initiate once project close out has been approved by City Engineering Staff and the FDEDC.

III. STATEMENT OF QUALIFICATIONS

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

RFP for FM 518 Illumination Installation
Respondent Firm or Individual Name
Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive five (5) sections:

A. Cover Letter

- The first page following the divider shall be a one-page letter transmitting the response to Friendswood. At least one copy of the transmittal letter shall contain the original, in ink, by a person having authority to bind the vendor in a contract.
- Name, address, telephone, fax number, and e-mail address of the firm shall be clearly identified.

B. Qualifications and Experience (25 Points)

- Briefly introduce your company, providing a summary of the administration, structure, organization, and staffing of your firm.
- Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.
- List comparable projects for federal, state, or local governments, whether ongoing or completed, including references.

C. Scope of Work/Schedule (20 Points)

- The scope of work must include cut sheets as well as make and model numbers for all equipment proposed to be installed.
- The strategies and methods by which the work is to be performed should be included in the proposal and detailed sufficiently enough to allow the city to determine compatibility of the approach to the city's overall goals. A detailed work plan for the proposed project shall be provided by the selected contractor.

D. Cost Proposal (50 Points)

- The award will be based on unit price. The budget for this project is approximately \$2,500,000.
- Unit price bid forms are located in **Section VIII Pricing Schedule**.

E. References (5 Points)

- Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s); services furnished; and client's name, address, and contact information.

IV. SELECTION PROCESS

The contract shall be awarded to the responsible candidate whose qualifications are determined to be the most advantageous to the City and FDEDC considering the relative importance of evaluation factors included in the request for qualifications.

RESPONSIBILITY:

- A. The selected contractor shall be required to assume responsibility for all services/activities offered regardless of whether they are produced "in-house" or performed under a joint or sub contractual arrangement.
- B. Such firm will be the sole point of contact about this project.

The FDEDC will use an Evaluation Panel to evaluate the proposals.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

V. EVALUATION CRITERIA

DEPT	Reviewer	Qualifications	Scope of Work	Cost Proposal	References	Totals
Total Points		0	0	0	0	
Weight		25%	20%	50%	5%	
Weighted Total		0	0	0	0	0
Conversion to Points		0	0	0	0	0

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of contractor in executing similar projects, qualifications related to collaborating with partners. (25 points)
- **Scope of Work.** Scope of work to be performed including schedule. (20 points)
- **Cost Proposal.** Firm-fixed cost proposal including unit price bid sheets. (50 points)
- **References.** (5 points)

VI. SUBMITTAL PROCESS

Please submit one (1) marked original, signed, in ink, by a person having authority to bind the vendor in a contract, along with one (1) electronic copy on flash drive or CD. Flash drive or CD must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below by the RFP opening time of 2:00 PM on Thursday, May 26, 2022. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Responses sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked:
FM 518 Illumination Installation.

To enable the city to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 points. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

VII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct, and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Cost of Responses – The City and FDEDC will not be responsible for the costs incurred by anyone in the submittal of responses.
- D. No Obligation – The City and FDEDC reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood's best interest; or (6) cancel the entire process.
- E. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.
- F. Questions and Clarifications – All questions and requests for clarification should be in writing and directed to:

Jildardo Arias, PE, CFM
Director of Engineering
15355 Blackhawk Boulevard
Friendswood, TX 77546
Email: engineering@friendswood.com

- G. Sole Point of Contact (POC) – During the RFP phase, the aforementioned individual will be the sole POC for questions and requests for clarification. **Any contractor that does not abide by this will be eliminated from contention.**
- H. Changes to the Solicitation via Addenda – The FDEDC reserves the right to make changes and add clarification to the RFP by written addendum. All addenda will be available on the City of Friendswood's website at:
<https://www.ci.friendswood.tx.us/Bids.aspx>

No further addenda will be added within a week of the RFP due date.

Each Respondent is responsible for obtaining any/all addenda prior to submitting a qualifications package. Acknowledge receipt of each addendum (if issued) in writing as part of the submission package.

I. A Nonmandatory Bid Meeting is scheduled for May 12th at 10:00 A.M CST. The purpose of the meeting is to provide an overview of the project and to answer any questions. The virtual meeting link is listed below:

Nonmandatory Bid Meeting Information

Date: Thursday, May 12, 2022

Time: 10:00 A.M. CST

Meeting Link: <https://friendswood.com/RFP-518-illumination>

VIII. PRICING SCHEDULE

The unit price bid form, signature form, and pricing affidavit forms are included in the following sheets. These forms must be included with the cost proposal as part of the response to this RFP.

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
1	Drill Shaft (30"), Complete in Place	1456	LF		
@					
2	Elec Condr (No. 8) Bare, Complete in Place	13550	LF		
@					
3	Elec Condr (No. 8) Insulated, Complete in Place	48650	LF		
@					
4	Elec Condr (No. 6) Bare, Complete in Place	2170	LF		
@					
5	Elec Condr (No. 6) Insulated, Complete in Place	4340	LF		
@					

00300-5

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
6	Elec Condr (No. 4) Bare, Complete in Place	3600	LF		
@					
7	Elec Condr (No. 4) Insulated, Complete in Place	7200	LF		
@					
8	Elec Condr (No. 2) Bare, Complete in Place	1490	LF		
@					
9	Elec Condr (No. 2) Insulated, Complete in Place	2980	LF		
@					
10	Elc Srv TY D 120/240 060(NS)SS(E)PS(U), Complete in Place	13	EA		
@					

00300-6

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
11	P1 - 18' Pedestrian Pole, Complete in Place	83	EA		
@ _____					
12	P2 - 32' Roadway/Pedestrian Pole, Complete in Place	95	EA		
@ _____					
13	P3 - 32' Roadway Pole, Complete in Place	4	EA		
@ _____					
14	Traffic Control Plan, Complete in Place	1	LS		
@ _____					
15	Mobilization, Complete in Place	1	LS		
@ _____					

00300-7

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
16	Low Profile Inlet Protector	656	LF		
@ _____					
17					
@ _____					
18					
@ _____					
19					
@ _____					
20					
@ _____					

00300-8

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
21					
@ _____					
22					
@ _____					
23					
@ _____					
24					
@ _____					
25					
@ _____					

00300-9

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
26					
@ _____					
27					
@ _____					
28					
@ _____					
29					
@ _____					
30					
@ _____					

00300-10

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 Lump Sum
01210-1		\$
01210-2		\$
01210-3		\$
01210-4		\$
01210-5		\$
TOTAL ALTERNATE PRICE		\$

5.3 ADDENDA ACKNOWLEDGEMENT

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

5.4 ALLOWANCES

1. Allowance Type \$

5.5 BID PRICES

A. TOTAL BASE BID _____

B. TOTAL ALTERNATES _____

C. TOTAL ALLOWANCES _____

D. TOTAL STIPULATED PRICE _____

IX. 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)

x. 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 Offeror: _____

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: _____

00300-13

INSURANCE REQUIREMENTS

PART I: GENERAL

- 1.1 Throughout the term of the Executed Agreement, the Contractor, at their own expense, shall purchase, maintain, and keep in force and effect insurance against claims for injuries to, or death of, persons, or damages to property which may arise out of or result from the Contractor's operation and/or performance of the Work under stated agreement, whether such operations and/or performance be by the Contractor, their agents, representatives, volunteers, employees, or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 1.2 The Contractor's insurance cover shall be primary insurance with respect to the City, its officers, agents, and employees, including the City. Any insurance maintained by the City, its officials, agents, and employees shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City of Friendswood and all subcontractors as an additional insured under its commercial general liability policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 1.3 The following is a list of standard insurance policies along with their respective minimum coverage amounts required per the Contract Documents:
 - A. Workers' Compensation: Statutory.
 - B. Employer's Liability: \$500,000.
 - C. Comprehensive General Liability:
 - a. Bodily Injury:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - b. Property Damage:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - D. Comprehensive Automobile Liability:
 - a. Bodily Injury:
 1. \$500,000 per Each Person.
 2. \$1,000,000 per Accident; or
 3. \$1,000,000 Combined Single Limit (CSL).
 - b. Property Damage:
 1. \$500,000 per Accident.
- 1.4 Upon execution of Standard Agreement, the Contractor shall file with the City valid Certificates of Insurance and endorsements acceptable to the

City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty days (30 D) prior written notice has been given to the City.

- 1.5 The Contractor shall also file with the City valid Certificates of Insurance covering all Subcontractors.
- 1.6 The following general requirements shall apply to all policies:
 - A. AM Best Rating of A- or better.
 - B. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
 - C. The City of Friendswood, its officials, and employees are to be added as an Additional Insured to liability policies.
 - D. Certificates of Insurance showing evidence of insurance coverage shall be provided to the City's representative within ten (10) Working Days after this Agreement is executed.
 - E. All other requirements set in Document 000115[INSERT B, C OR P] - Instructions to [INSERT BIDDERS, OFFERORS OR PROPOSERS].

PART II: NOT USED

PART III: NOT USED

END OF DOCUMENT

TEXAS WORKERS' COMPENSATION
In accordance with
28 TAC 110.110
DIVISION OF TEXAS WORKERS' COMPENSATION
TEXAS DEPARTMENT OF INSURANCE

A. DEFINITIONS

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) showing statutory workers' compensation insurance coverage for the persons' or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that the coverage has been extended.

- E. The Contractor shall obtain from each person providing services on the project, and provide to the City:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven days (7 D) after the receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (A) a certificate of coverage, prior to the other person beginning work on the project, and;
 - (B) a new certificate of coverage showing extension of the coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter;

6. notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each other person with whom it contracts, to perform as required by paragraphs (1) – (7), with certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on this project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classifications codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy this breach within ten days (10 D) after receipt of notice of breach from the City.

END OF SECTION

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES L. PFEIFFER, who being by me duly sworn on their oath stated that he is Manager of CL PFEIFFER LLC, General Partner of Pfeiffer & Son, Ltd., 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.

Charles L Pfeiffer
(Affiant's Signature)

7/22/2022
(Date)

SWORN AND SUBSCRIBED by me on this 22nd day of July,
A.D. 2022.

Notary Public in and for Harris County, Texas.



NOTARY SEAL

Tammy R Hall
Notary Public Signature

Tammy R. Hall
Print or Type Notary Public Name

My Commission Expires: August 5, 2024

END OF DOCUMENT

00255-1

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 of 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.
- 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

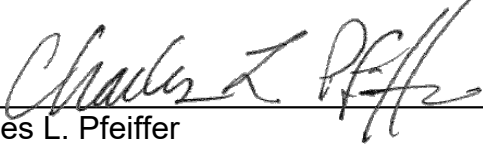
or leased vehicles and equipment wherever located. It also includes premises where the city performs contract services.

- 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 Pfeiffer & Son, Ltd. 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 August 01, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Charles L. Pfeiffer
Manager of CL PFEIFFER LLC,
General Partner of Pfeiffer & Son, Ltd.

07/27/2022

Date

END OF DOCUMENT

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

00265-1

- 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 effect 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 effect with a

00265-2

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

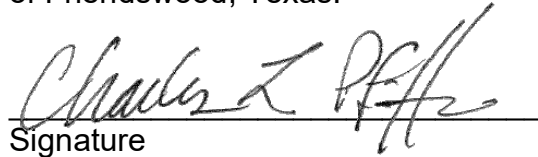
- A. All Traffic Control devices for the project shall be in place and in good condition. Traffic Control Devices are **NOT** to be secured or extra weight added to hold them in place. Traffic Control Devices are to remain as originally placed and within the guidelines of the TMUTCD.
- B. All Traffic 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.

This is to certify that the officers and operating management of Pfeiffer & Son, LTD 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 August 01, 2022 by and between the aforescribed and the City of Friendswood, Texas.


Signature

Charles L. Pfeiffer
Print Name

Pfeiffer & Son, Ltd.
Company Name

COMPANY CONTACTS:

Larry Wallace - Superintendent
Contact #1 Name

281-799-3428
Daytime Phone Number

281-799-3428
Nighttime Phone Number

Sean Seshier - Project Manager
Contact #2 Name

281-799-2158
Daytime Phone Number

281-799-2158
Nighttime Phone Number

Mike Smith - Department Manager
Contact #3 Name

832-971-4708
Daytime Phone Number

832-971-4708
Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

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

Contact #2 Name

Hailee Medwedeff
Projects Coordinator
(281) 993-3402
Daytime Phone Number

Contact #3 Name

Samantha Haritos
Deputy Director of Engineering
(281) 996-3297
Daytime Phone Number

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

END OF DOCUMENT

**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 Pfeiffer & Son, Ltd., performing the work of the contract for FM 518 Illumination Installation, 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.

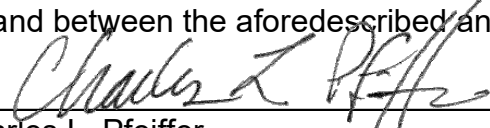
The Contractor further agrees to notify the City's representative in advance if any of the work requires the use of or storage of any "hazardous chemical."

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"
- 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. Hazard determination shall involve 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 August 01, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Charles L. Pfeiffer

Manager of CL PFEIFFER LLC,
General Partner of Pfeiffer & Son, Ltd.

07/27/2022

Date

END OF DOCUMENT

HOMELAND SECURITY POLICY

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.

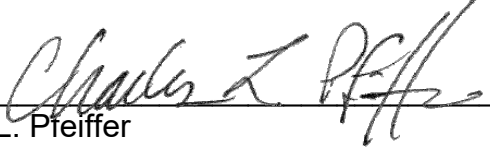
The City is very serious about it's responsibilities to protect the potable water system. Contractors that do not maintain secure sites, per instructions from the City, shall be subject to financial and civil legal action provided by the Contract and the Judicial System. Contractors that repeatedly fail 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 August 01, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Charles L. Pfeiffer
Manager of CL PFEIFFER LLC,
General Partner of Pfeiffer & Son, Ltd.

07/27/2022

Date

END OF DOCUMENT

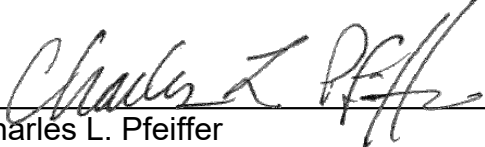
CHILD SUPPORT AFFIDAVIT

"Under Texas Family Code, Section 231.006 a sole proprietorship, corporation or other entity in which a sole proprietor, partner, majority shareholder of a corporation or an owner of ten percent (10%) or more of an other business entity is thirty (30) days or more delinquent in paying child support under a court order or written repayment agreement is not eligible to bid on or receive a state contract."

To comply with Section 231.006, the affidavit below shall be signed by the person who is authorized to sign and submit a bid, and thereby bind the Bidder, and must be returned with the Bid. A failure to do so will result in the disqualification of the Bid.

"I, CHARLES L. PFEIFFER, the Manager of CL PFEIFFER LLC, General Partner of Pfeiffer & Son, Ltd., am authorized to sign this Bid on behalf of Pfeiffer & Son, Ltd., a Texas Limited Partnership.

I certify that no Partner is thirty (30) days or more delinquent in child support payment required by court order or written repayment agreement."


Charles L. Pfeiffer

7/27/2022
Date

SWORN AND SUBSCRIBED by me on this 27th day of July,
A. D. 2022.

Notary Public in and for Harris County, Texas.



NOTARY SEAL



Notary Public Signature

Tammy R. Hall

Print or Type Notary Public Name

My Commission Expires: August 5, 2024

END OF DOCUMENT

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
1	Drill Shaft (30"), Complete in Place – 18' Pole (Inclusive of Labor, Material and Superintendency)	1456	LF	\$198.00	\$288,288.00
@	one hundred ninety-eight dollars				
2	Drill Shaft (30"), Complete in Place – 32' Pole (Inclusive of Labor, Material and Superintendency)	1456	LF	Removed Per COP Engineering Email Received 5/24/2022	
@					
3	Elec Condr (No. 8) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	13550	LF	\$1.00	\$13,550.00
@	one dollar				
4	Elec Condr (No. 8) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	48650	LF	\$1.20	\$58,380.00
@	one dollar and twenty cents				
5	Elec Condr (No. 6) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	2170	LF	\$1.60	\$3,472.00
@	one dollar and sixty cents				

00300-5

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
6	Elec Condr (No. 6) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	4340	LF	\$1.80	\$7,812.00
@	one dollar and eighty cents				
7	Elec Condr (No. 4) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	3600	LF	\$2.60	\$9,360.00
@	two dollars and sixty cents				
8	Elec Condr (No. 4) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	7200	LF	\$2.65	\$19,080.00
@	two dollars and sixty-five cents				
9	Elec Condr (No. 2) Bare, Complete in Place (Inclusive of Labor, Material and Superintendency)	1490	LF	\$4.10	\$6,109.00
@	four dollars and ten cents				
10	Elec Condr (No. 2) Insulated, Complete in Place (Inclusive of Labor, Material and Superintendency)	2980	LF	\$4.15	\$12,367.00
@	four dollars and fifteen cents				

00300-6

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
11	Elc Srv TY D 120/240 060(NS)SS(E)PS(U), Complete in Place; (Inclusive of Labor, Material and Superintendency)	13	EA	\$9,230.00	\$119,990.00
@	nine thousand two hundred thirty dollars				
12	P1 - 18' Pedestrian Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	83	EA	\$9,205.00	\$764,015.00
@	nine thousand two hundred five dollars				
13	P2 - 32' Roadway/Pedestrian Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	95	EA	\$17,760.00	\$1,687,200.00
@	seventeen thousand seven hundred sixty dollars				
14	P3 - 32' Roadway Pole, Complete in Place (Inclusive of Labor, Material and Superintendency)	4	EA	\$15,015.00	\$60,060.00
@	fifteen thousand fifteen dollars				
15	Traffic Control Plan, Complete in Place (Inclusive of Labor, Material and Superintendency)	1	LS	\$42,850.00	\$42,850.00
@	forty-two thousand eight hundred fifty dollars				

00300-7

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
16	Mobilization, Complete in Place	1	LS	\$137,112.00	\$137,112.00
@	one hundred thirty-seven thousand one hundred twelve dollars				
17	Low Profile Inlet Protector (Inclusive of Labor, Material and Superintendency)	656	LF	\$8.50	\$5,576.00
@	eight dollars and fifty cents				
18	Conc Sidewalk (4"), Cut & Restore, Complete in Place Mistakenly removed in addendum #2 Per COP Engineering Email Received 5/24/2022	84	SY	\$472.50	\$39,690.00
@	four hundred seventy-two dollars and fifty cents				
19					
@					
20					
@					

00300-8

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
21					
@					
22					
@					
23					
@					
24					
@					
25					
@					

00300-9

Exhibit 1

UNIT PRICE BID FORM

Item No.	Description of Item w/Unit Bid Price Written in Words	Qty.	Unit	Unit Bid Price	Extended Amount
26					
@					
27					
@					
28					
@					
29					
@					
30					
@					

00300-10

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 Lump Sum
01210-1	Substitute Forty (40) P1 – BNR Pedestrian Poles in lieu of P1 – 18' Pedestrian Poles Complete in Place (Inclusive of Labor, Material and Superintendency)	\$ 426,020.00
01210-2		\$
01210-3		\$
01210-4		\$
01210-5		\$
TOTAL ALTERNATE PRICE		\$

5.3 ADDENDA ACKNOWLEDGEMENT

ADDENDA NUMBER	ADDENDA DATE	DATE RECEIVED	BIDDERS INITIALED
1	5/17/2022	5/18/2022	NR
2	5/23/2022	5/24/2022	NR
3			
4			
5			

5.4 ALLOWANCES

1. Allowance Type \$

5.5 BID PRICES

A. TOTAL BASE BID \$3,274,911.00

B. TOTAL ALTERNATES \$426,020.00

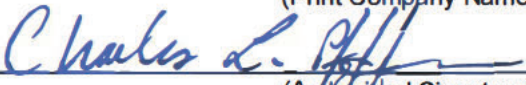
C. TOTAL ALLOWANCES \$0.00

D. TOTAL STIPULATED PRICE \$3,700,931.00

I. 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: Pfeiffer & Son, Ltd.
(Print Company Name)

Signed: 
(Authorized Signature)

By: Charles L. Pfeiffer
(Print Name)

Title: Manager of CL Pfeiffer LLC, General Partner of Pfeiffer & Son, Ltd.
(Print Title)

ATTEST: 

(Seal, if Bidder is a Corporation)

116 N. 16th Street P.O. Box 1116
(Mailing Address)

La Porte, Texas
(City, State and Zip Code)

116 N. 16th Street
(Delivery Address)

La Porte, Texas
(City, State and Zip Code)

281-471-4222
(Telephone Number)

284-471-6856
(Fax Number)

charlie@pfeifferandson.com
(email Address)

II. 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 Offeror: Charles L. Pfeiffer

Title: Manager of CL Pfeiffer LLC, General Partner of Pfeiffer & Son, Ltd.

Address: 116 n. 16th Street

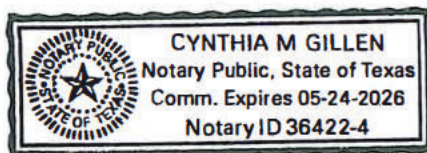
City/State/ Zip : La Porte, Texas 77572

Telephone: 281-471-4222

Signature: Charles L. Pfeiffer

SWORN AND SUBSCRIBED by me on this 26 day of May, A.D. 2022.

Notary Public in and for Harris County, Texas.



Cynthia M Gillen
Notary Public Signature
Cynthia M Gillen
Print or Type Notary Public Name

NOTARY SEAL

My Commission Expires: 5/24/2026

00300-13

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

Date: 6/23/2022

Project Name: City of Friendswood FM 518 Illumination

							OPTION #1	
Item #	Description	Unit	Original	Less	Switch	New Qty	Unit Price	Total
1	30" drill shaft	LF	1,456	-464		992	\$ 198.00	\$ 196,416.00
2	#8 bare	LF	13,550	-3950		9,600	\$ 1.00	\$ 9,600.00
3	#8 ins	LF	48,650	-13060		35,590	\$ 1.20	\$ 42,708.00
4	#6 bare	LF	2,170	-640		1,530	\$ 1.60	\$ 2,448.00
5	#6 ins	LF	4,340	-1750		2,590	\$ 1.80	\$ 4,662.00
6	#4 bare	LF	3,600	-2175		1,425	\$ 2.60	\$ 3,705.00
7	#4 ins	LF	7,200	-2470		4,730	\$ 2.65	\$ 12,534.50
8	#2 bare	LF	1,490			1,490	\$ 4.10	\$ 6,109.00
9	#2 ins	LF	2,980			2,980	\$ 4.15	\$ 12,367.00
10	Service	EA	13	-5		8	\$ 9,230.00	\$ 73,840.00
11	18' ped pole	LF	83	-22	-19	42	\$ 9,205.00	\$ 386,610.00
12	32' ped pole P2	EA	95	-29		66	\$ 17,760.00	\$ 1,172,160.00
13	32' ped pole P3	EA	4	-4		0	\$ 15,015.00	\$ -
14	Traffic Control	LS	1			1	\$ 42,850.00	\$ 42,850.00
15	Mobilization	LS	1			1	\$ 137,112.00	\$ 137,112.00
16	SWPPP	LF	656			656	\$ 8.50	\$ 5,576.00
17	Concrete Sidewalk	SY	84			84	\$ 472.50	\$ 39,690.00
							Sub-Total	\$ 2,148,387.50

Item #	Description	Unit	Original	Less	Switch	New Qty	Unit Price	Total
1	P1 w/ Banner Arms	LS	1		19	19	\$ 10,650.50	\$ 202,359.50
							Sub-Total	\$ 202,359.50

							Total	\$ 2,350,747.00
--	--	--	--	--	--	--	--------------	------------------------

We appreciate this opportunity to quote on this project. If you have any questions or need additional clarifications, please call us at (281) 471-4222.

Sincerely,
Nick Riley

PHONE-(281) 471-4222 * FAX-(281) 471-6856

P.O. BOX 1116 * 116 N. 16TH. ST.

LA PORTE, TEXAS 77572

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION

CONTRACTOR'S LICENSE #18259

P.O. BOX 12157 * AUSTIN, TX 78711

(800) 803-9209 * (512) 463-6599 * www.license.state.tx.us/complaints

ADOPTED ADMINISTRATIVE RULES: 73.51 © ELECTRICAL CONTRACTORS' RESPONSIBILITIES

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: August 1, 2022

Date submitted: 07/22/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Fiscal Year 2021-2022 Striping Maintenance Contract to Pavecon Ltd. Co.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item awards a contract in relation to striping of streets within the City of Friendswood. Pavecon Ltd., with whom the City is working on the asphalt project, submitted a proposal to the City for restriping at a cost of \$204,070. Striping will be a combination of thermoplastic (applied using heat) and liquid thermoplastic (applied without the use of heat, cheaper, but not as durable).

*FY22 adopted budget includes funding for street improvements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The work done in relation to this contract will result in over 81,000 feet of restriping (15+ miles), plus stop bars, arrows, and lettering.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Pavecon - Standard Agreement for Contracting Services
2. Form 1295 - Pavecon Ltd. Co.
3. Texas Government Code Verifications Form
4. Certificate of Insurance Exp 07-01-2023
5. 00290 - Payment Bond
6. 00285 - Performance Bond

CITY OF FRIENDSWOOD

FRIENDSWOOD, TEXAS

CONTRACT DOCUMENTS
FOR

FY2021-2022 STRIPING MAINTENANCE



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

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 1st day of August, 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 Pavecon Ltd. Co., 9900 Windfern Road, Houston, Texas 77064 (hereinafter called the "CONTRACTOR") acting herein by Don Heierman, Chief Financial Officer 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:

FY2021-2022 Striping Maintenance

- 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:

Striping Maintenance

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 Sixty (60) 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 Seventy-Five (75) 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 (\$500.00) 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 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 Exhibit A.
- 5.2 TOTAL AMOUNT OF BID is Two Hundred Four Thousand Seventy Dollars (\$204,070) 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 Contractor Payment Application. 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 Five Hundred Thousand Dollars (\$500,000) 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 that 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 rate specified in Section 2251.025 of the Texas Government Code.

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 if 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 FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement.
- 9.2 Standard agreement for Contracting Services (this agreement).
- 9.3 General Conditions.
- 9.4 Supplemental Conditions.
- 9.5 Technical Specifications Divisions 1 through 16.
- 9.6 Insurance Requirements.
- 9.7 Performance Bond, included herein.
- 9.8 Payment Bond, included herein.
- 9.9 Texas Works' Compensation.
- 9.10 Affidavit of Insurance, and Certificates of Insurance.
- 9.11 Alcohol and Drug Free Workplace Policy.
- 9.12 Construction Storm Preparation Policy.
- 9.13 Hazardous Communications Program Requirement Agreement.

- 9.14 Homeland Security Policy.
- 9.15 Child Support Affidavit.
- 9.16 Unit Price Form.
- 9.17 Texas Ethics Commission Form 1295.
- 9.18 Texas Government Code Verifications

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 AGREES TO AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE FDEDC, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES (HEREINAFTER IN THIS ARTICLE X referred to as the "FDEDC"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, FINES, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE ACT OR OMISSION OF THE CONTRACTOR UNDER THIS CONTRACT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE FDEDC, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE CONTRACTOR TO INDEMNIFY, PROTECT AND DEFEND THE FDEDC FROM THE CONSEQUENCES OF THE FDEDC'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS

PARAGRAPH SHALL HAVE NO APPLICATION TO THE FDEDC FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE FDEDC, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

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 FDEDC, 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 FDEDC, 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 FDEDC, 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 FDEDC IN THE SAME FORM AS IN THIS ARTICLE X.

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: Jildardo Arias, PE, CFM
Director of Engineering
City of Friendswood
15355 Blackhawk Boulevard
Friendswood, TX 77546
- 12.2 The Contractor:

Attention: Daniel Kilman
President
Pavecon Ltd. Co.
9900 Windfern Rd
Houston, TX 77064

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.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED IN on behalf of the Contractor by Daniel Kilman its President shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 1st day of August, 2022.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

PROPOSED AND AGREED TO:

CONTRACTOR:

PAVECON LTD. CO.

**MIKE FOREMAN
MAYOR**

DATE: _____

BY: Don Heierman

**DON HEIERMAN
CHIEF FINANCIAL OFFICER**

DATE: 7/29/22

ATTEST:

CITY SECRETARY

ATTEST:

Annelle Stephens

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

Exhibit A

City of Friendswood Roadway Striping

910 South Friendswood Drive
Friendswood, TX

Prepared for:

City of Friendswood

Jil Arias

Prepared By:

Daniel Stuckey

Project Manager

9900 Windfern Rd

Houston, TX 77064

281-640-4910



July 21, 2022

Page 254 of 588

PROPOSAL & CONTRACT



July 21, 2022

City of Friendswood
910 South Friendswood Drive
Friendswood, TX

Houston Division
9900 Windfern Rd
Houston, TX 77064
Office 281-571-8040

Attn: Jil Arias

Re: City of Friendswood Roadway Striping

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Thermo	SM Liquid Thermo
Striping	Mobilizations (2)	1	LS		\$ 6,663.21
Striping	Briar Creek	1	LS		\$ 4,164.49
Striping	Mansion Parkway	1	LS	\$ 29,917.78	
Striping	San Joaquin Parkway	1	LS	\$ 6,729.82	
Striping	Friendswood Pkwy - FM 528 to West Blvd	1	LS	\$ 9,994.81	
Striping	Sunset Drive	1	LS	\$ 47,508.62	
Striping	West Blvd - FM 518 to South End	1	LS	\$ 16,991.14	
Striping	Falcon Ridge	1	LS		
Striping	Moore Road	1	LS		\$ 5,354.36
Striping	Whispering Pines to Blackhawk	1	LS		\$ 45,809.48
Striping	Blackhawk - South of Friendswood	1	LS		\$ 22,607.29
Striping	Spreading Oaks	1	LS		\$ 8,329.00
Total Project Costs =				\$	204,070.00

The work is to be performed as follows: (Reference Plans dated 7/2010 for Falcon Ridge)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

910 South Friendswood Drive - Friendswood, TX

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Daniel Stuckey
Project Manager

Proposal: Friendswood Roadway Striping

Briar Creek

1. All work will be performed so that there is minimal interruption to your facility.
2. BRIARCREEK @ FM 528:
Restripe to Match Existing Conditions with Seal Master Liquid Thermo
4"(W) - 1000LF
12"(W) - 120LF
24"(W) - 20LF
3. Traffic Control

Mansion Parkway

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe to Match Existing Conditions with Seal Master Liquid Thermo.
4"(Y)-8000LF, 8"(W)-1,700LF, 24"(W)-200LF, (14)Diagonal Crosswalks, and (39) 6" Arrows
Restripe to Match Existing Conditions with TY-II Primer & TY I Thermoplastic
4"(W) - 1000LF
4"(Y)-400LF8"(W)-200LF,(3) Arrows/Only words, 24"(W) - 20LF
Includes two mobilizations
3. Traffic Control

San Joaquin Pkwy

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe to Match Existing Conditions with TY-II Primer & TY I Thermoplastic
4"(W) - 1000LF
6" White Bike Lane - 4040LF. (excludes intersection)
3. Traffic Control

Friendswood Pkwy FM 528 to West Blvd.

1. All work will be performed so that there is minimal interruption to your facility.
2. FRIENDSWOOD PKWY, FM 528 TO WEST BLVD
Restripe to Match Existing Conditions with TY-II Primer & TY I Thermoplastic
4"(W) - 1000LF STOP BARS ONLY.
3. 24" White = 300LF
4. Traffic Control

Sunset Drive

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe to Match Existing Conditions with Seal Master Liquid Thermo.
Existing Conditions. 4"(Y)-25,375LF, 12"(W)-1,900LF, 24"(W)-300LF, and (10) Arrows and ONLY Words. Restripe to Match Existing Conditions with TY-II Primer & TY I Thermoplastic
4"(W) - 1000LF
4"(Y) - 800LF, 8"(W) - 300LF, 12"(W) - 120LF, 24"(W)-60LF
(3) Arrows /Only words.
3. Traffic Control

Proposal: Friendswood Roadway Striping

West Blvd. FM 518 to South End

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe to Match Existing Conditions with TY-II Primer & TY I Thermoplastic
4"(W) - 1000LF
Existing Conditions. 4"(W) -6,500LF, 12"(W)-1,900LF, 24"(W)-400LF, (3) Arrows /Only words
3. Traffic Control

Moore Road

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe to Match Existing Conditions with Seal Master Liquid Thermo
4"(W) - 1000LF
4"(Y) Skips-1,300LF, 12"(W)-120LF, 24"(W)-20LF
3. Traffic Control

Dickson Bayou

1. All work will be performed so that there is minimal interruption to your facility.
2. (Excluded, No Existing Markings to Restripe).

Whispering Pines to Blackhawk

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe Existing Markings to Match Existing Conditions
with SealMaster Liquid Thermo
4" Yellow = 10,500 LF
4" White = 6,500 LF
8" White = 1,200 LF
12" White = 1,500 LF
12" Yellow = 400 LF
24" White = 300 LF
Arrows / ONLY Words = 30/ea
3. Traffic Control 4 crews

Proposal: Friendswood Roadway Striping

Blackhawk South of Friendswood

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe Existing Markings to Match Existing Conditions
with SealMaster Liquid Thermo
4" White Skips = 2,250 LF, 8" White = 1,100 LF
12" White = 1,350 LF, Stop Bars = 20/ea, Arrows / ONLY Words = 20/ea
3. Traffic Control-2 crews

Spreading Oaks

1. All work will be performed so that there is minimal interruption to your facility.
2. Restripe Existing Markings to Match Existing Conditions
with SealMaster Liquid Thermo
4" = 3,500 LF, 12" = 400 LF, 24" = 100 LF
3. Traffic Control

MOBILIZATIONS

1. Mobilizations (2)
2. Additional mobilizations will be \$2500.00
3. Base Price Excludes Surface Preparation; Roads are to be Free & Clear of All Dirt, Debris, and Moisture Prior to Mobilization.
Base Price Excludes Restriping of Any Painted Curbs, and /or Restoration of Raised Pavement Markers.
Base Price Includes All Quantities Provided on Attached Plan Sheets.
Base Price Excludes Permitting

Conditions

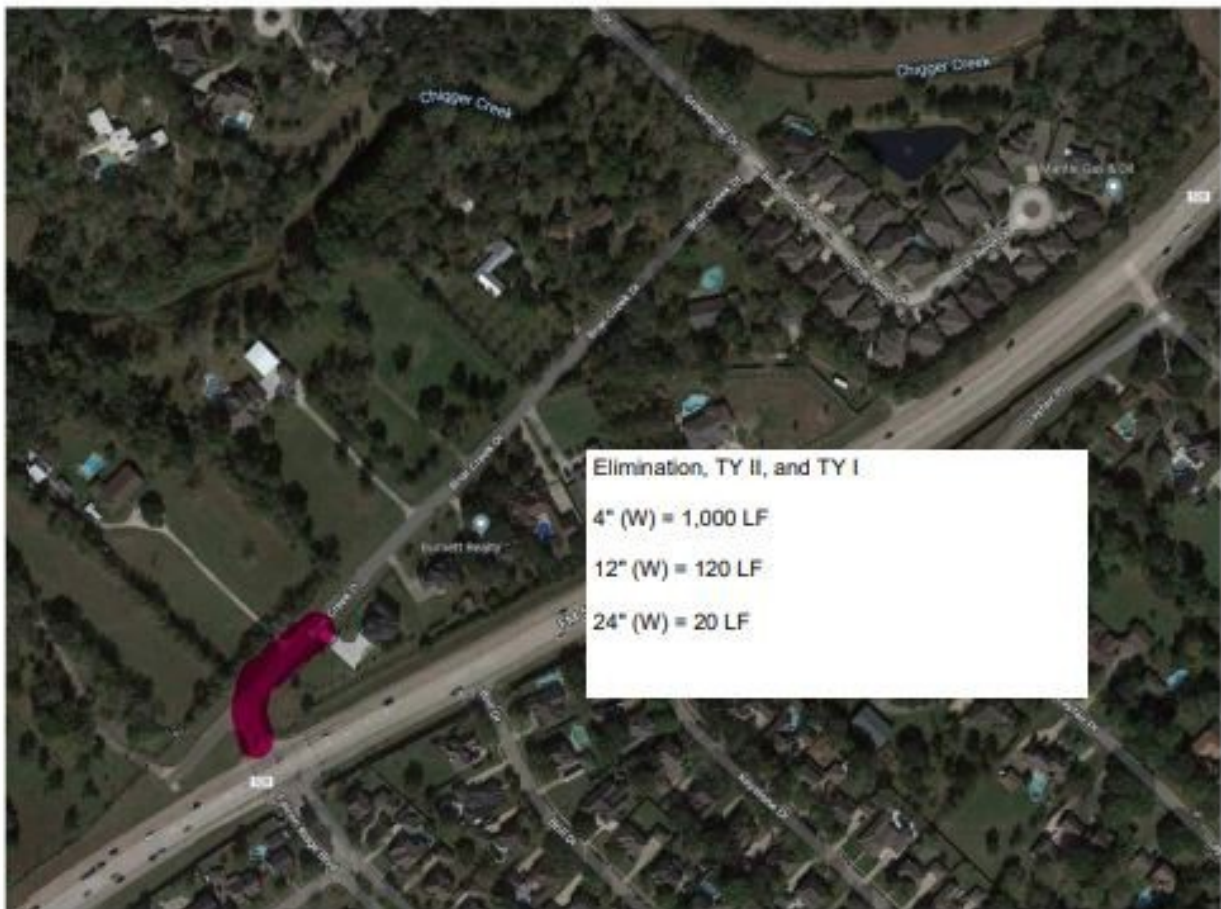
1. Base Price Excludes Surface Preparation; Roads are to be Free & Clear of All Dirt, Debris, and Moisture Prior to Mobilization.
Base Price Excludes Restriping of Any Painted Curbs, and / or Restoration of Raised Pavement Markers.
Base Price Includes All Quantities Provided on Attached Plan Sheets.
Base Price Excludes Bonds & Permitting.

Proposal: Friendswood Roadway Striping

Briar Creek

Briar Creek

Roadway to Stripe
Briarcreek at FM528 (just around the corner to and at the traffic light)



Proposal: Friendswood Roadway Striping

Mansion Parkway

Mansion Pkwy

Roadway to Re-Stripe Mansion Parkway

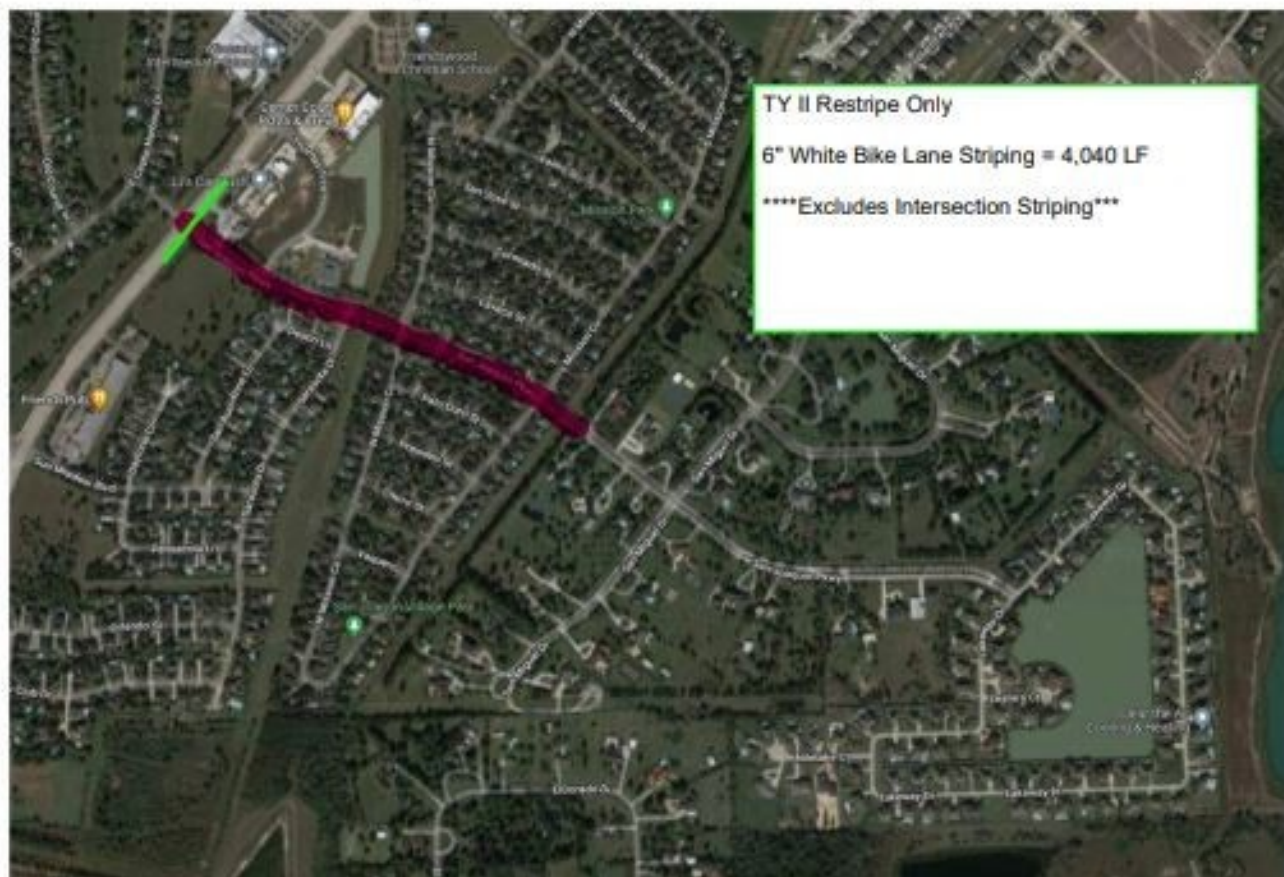


Proposal: Friendswood Roadway Striping

San Joaquin Pkwy

Image

Roadway to Re-Stripe
San Joaquin Pkwy to entrance gate of private subdivision
(solid white line for bike lane)



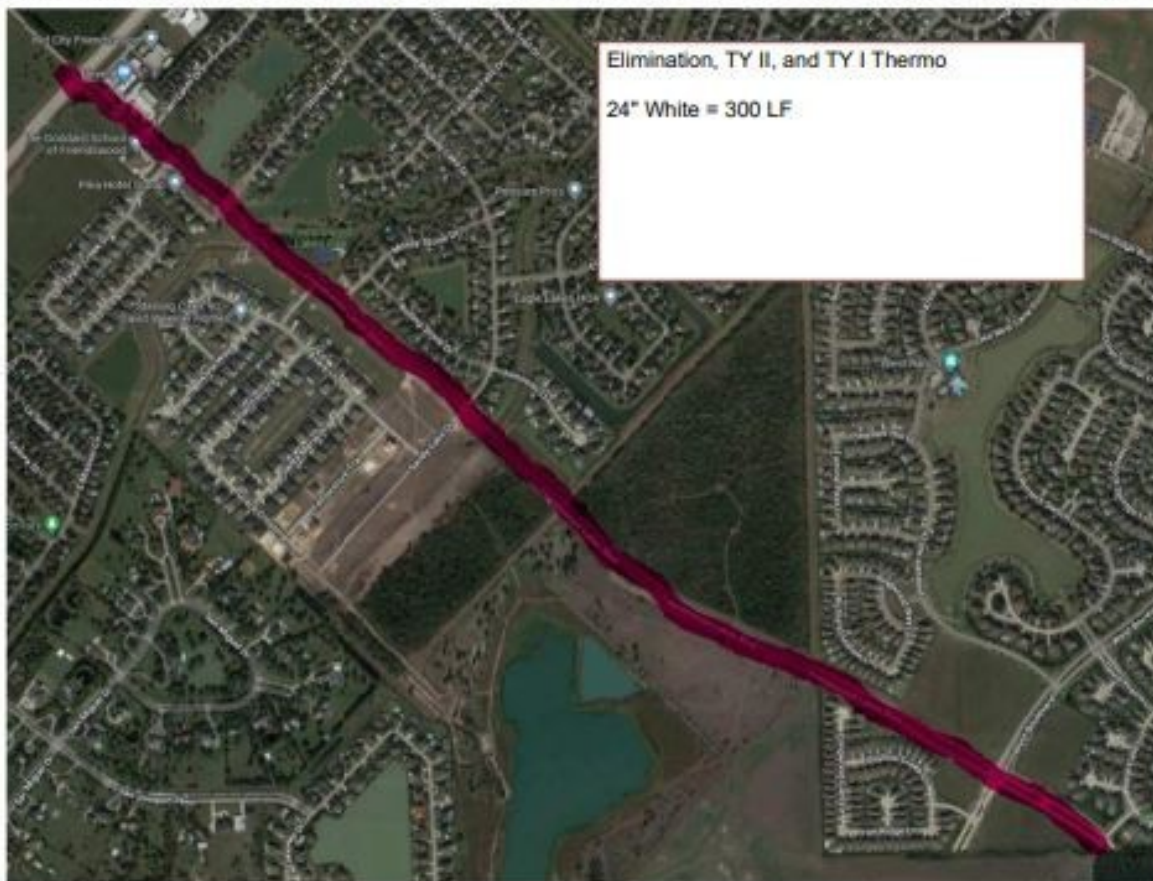
Proposal: Friendswood Roadway Striping

Friendswood Pkwy FM 528 to West Blvd.

Image

Roadway to Stripe

Overall it was recently striped, but stop bars were not included by the developer's **Stop Bars Only** along Friendswood Pkwy FM528 to West Blvd (still on maps as Friendswood Lakes Blvd, but official name is Friendswood Pkwy)



Proposal: Friendswood Roadway Striping

Sunset Drive

Image

Roadway to Re-Stripe Sunset

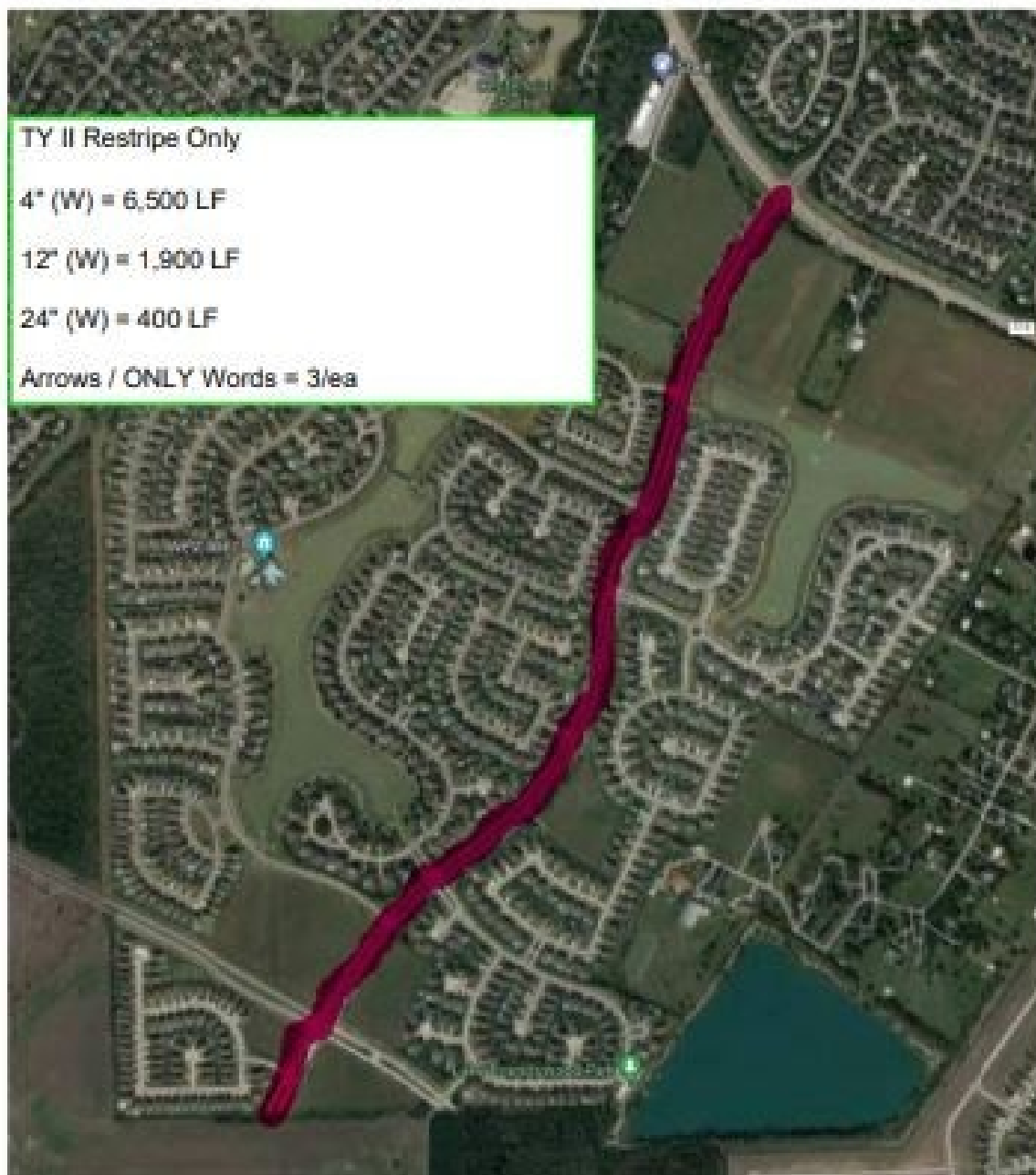


Proposal: Friendswood Roadway Striping

West Blvd. FM 518 to South End

Image

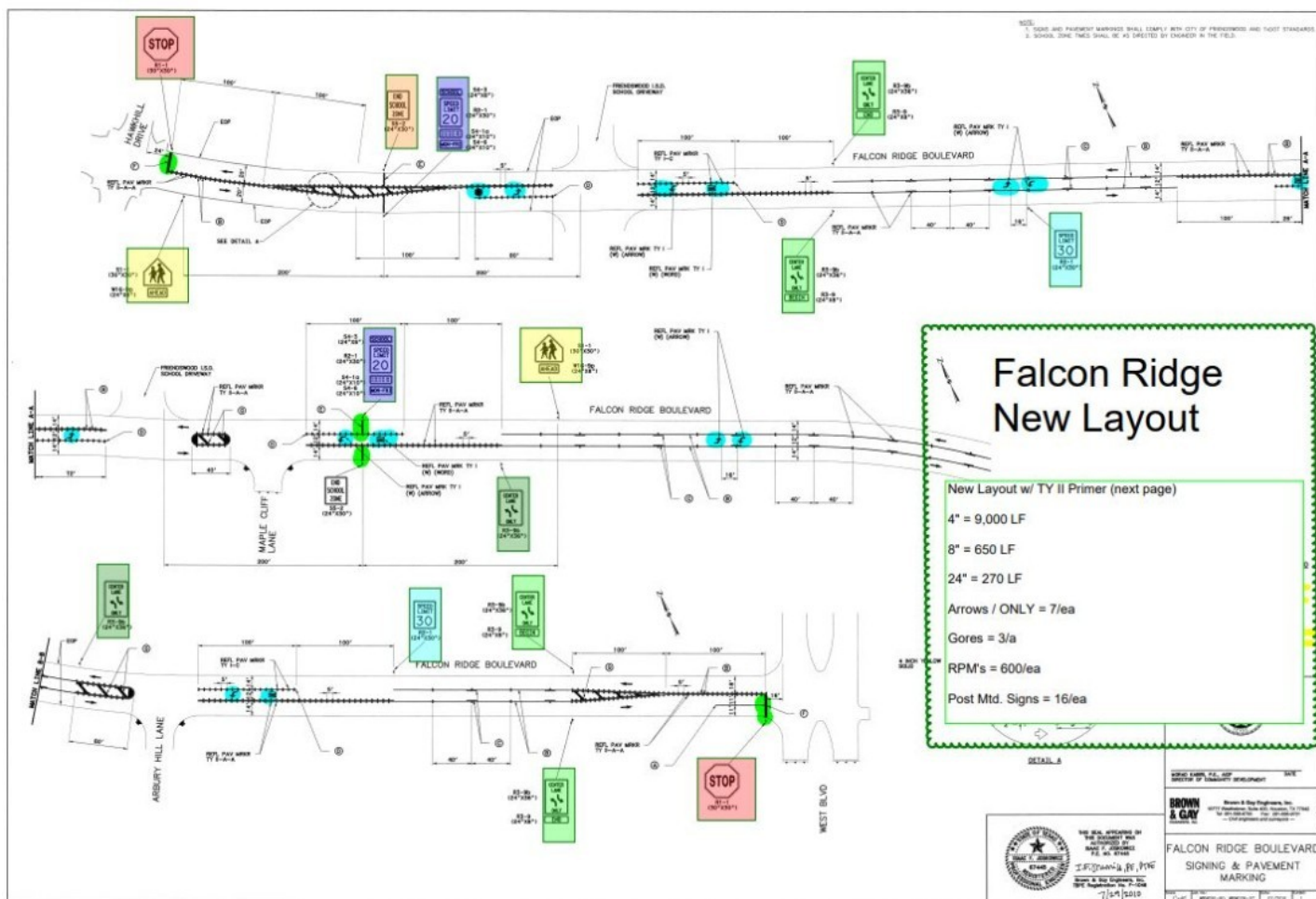
Roadway to Re-Stripe
West Blvd from FM518 to South end



Proposal: Friendswood Roadway Striping

Falcon Ridge - Excluded

Image

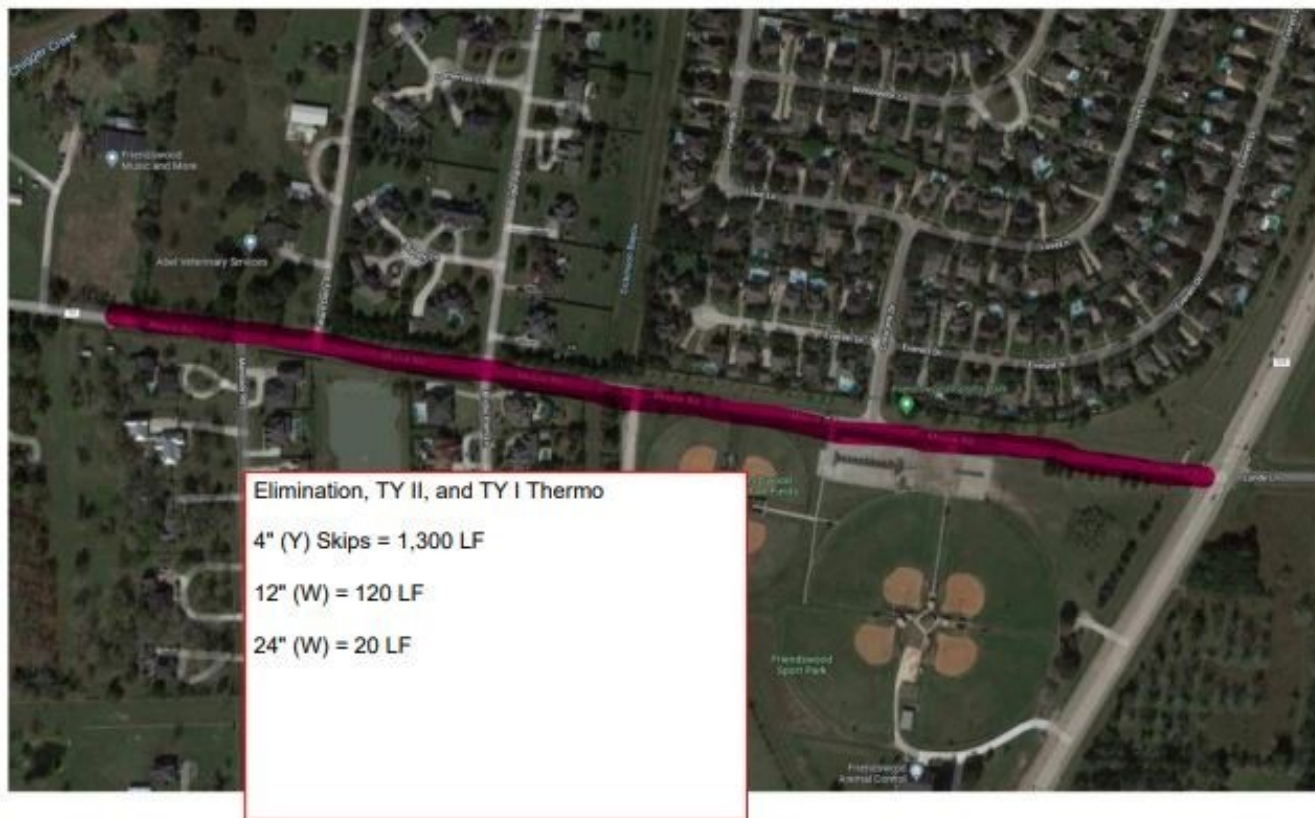


Proposal: Friendswood Roadway Striping

Moore Road

Image

Roadway to Re-Stripe
Moore Rd

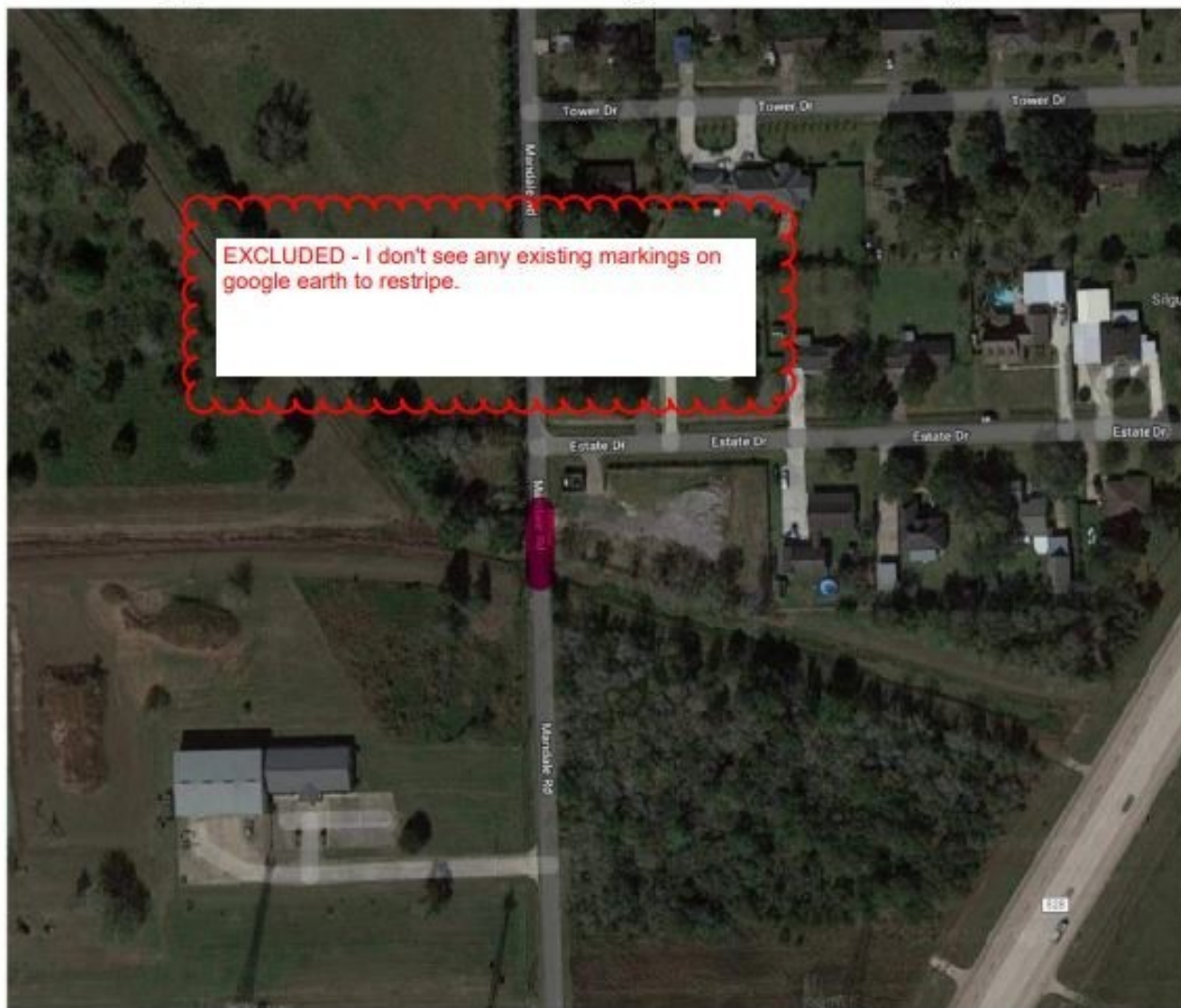


Proposal: Friendswood Roadway Striping

Dickson Bayou

Image

Roadway to Re-Stripe
Approach from either side at bridge over Dickinson Bayou



Proposal: Friendswood Roadway Striping

Whispering Pines to Blackhawk

Image

Roadway to Re-Stripe

Whispering Pines FM518 to Blackhawk, then Friendswood Link from Blackhawk to City Limits

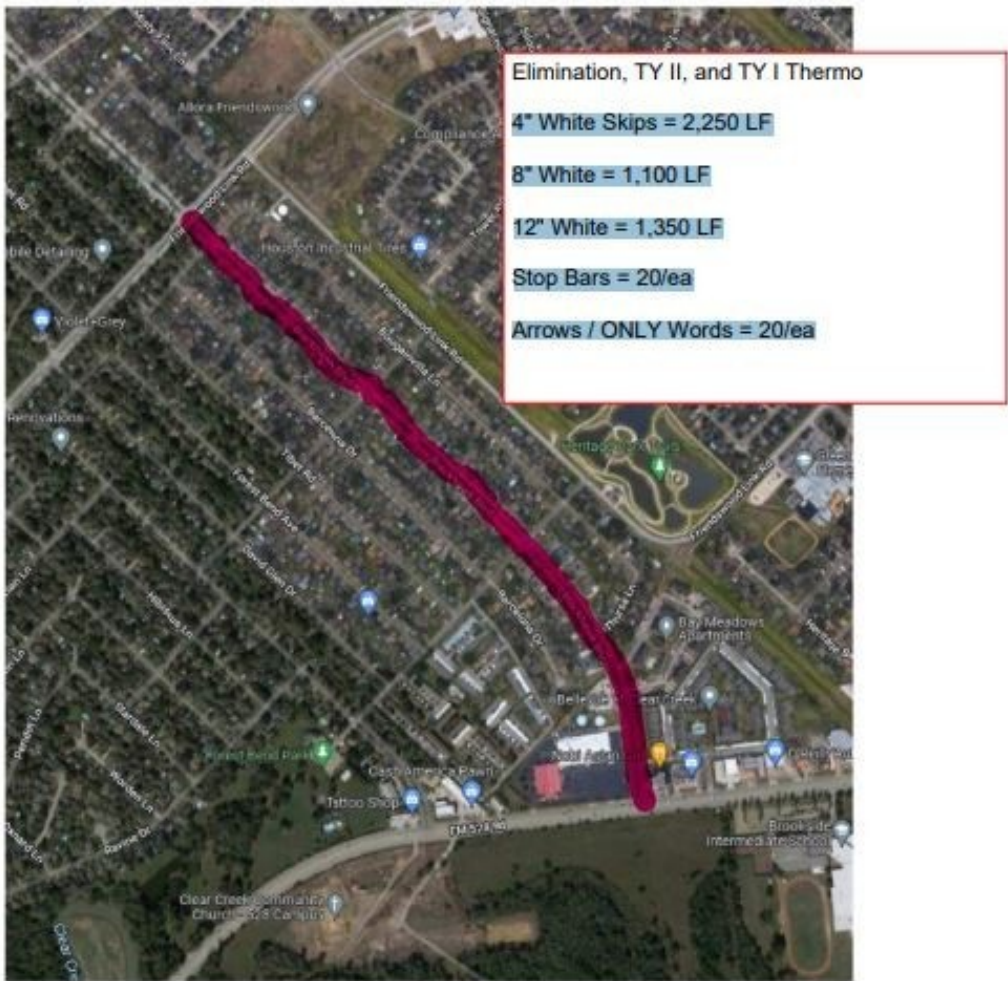


Proposal: Friendswood Roadway Striping

Blackhawk South of Friendswood

Image

Roadway to Re-Stripe
Blackhawk south of Friendswood Link

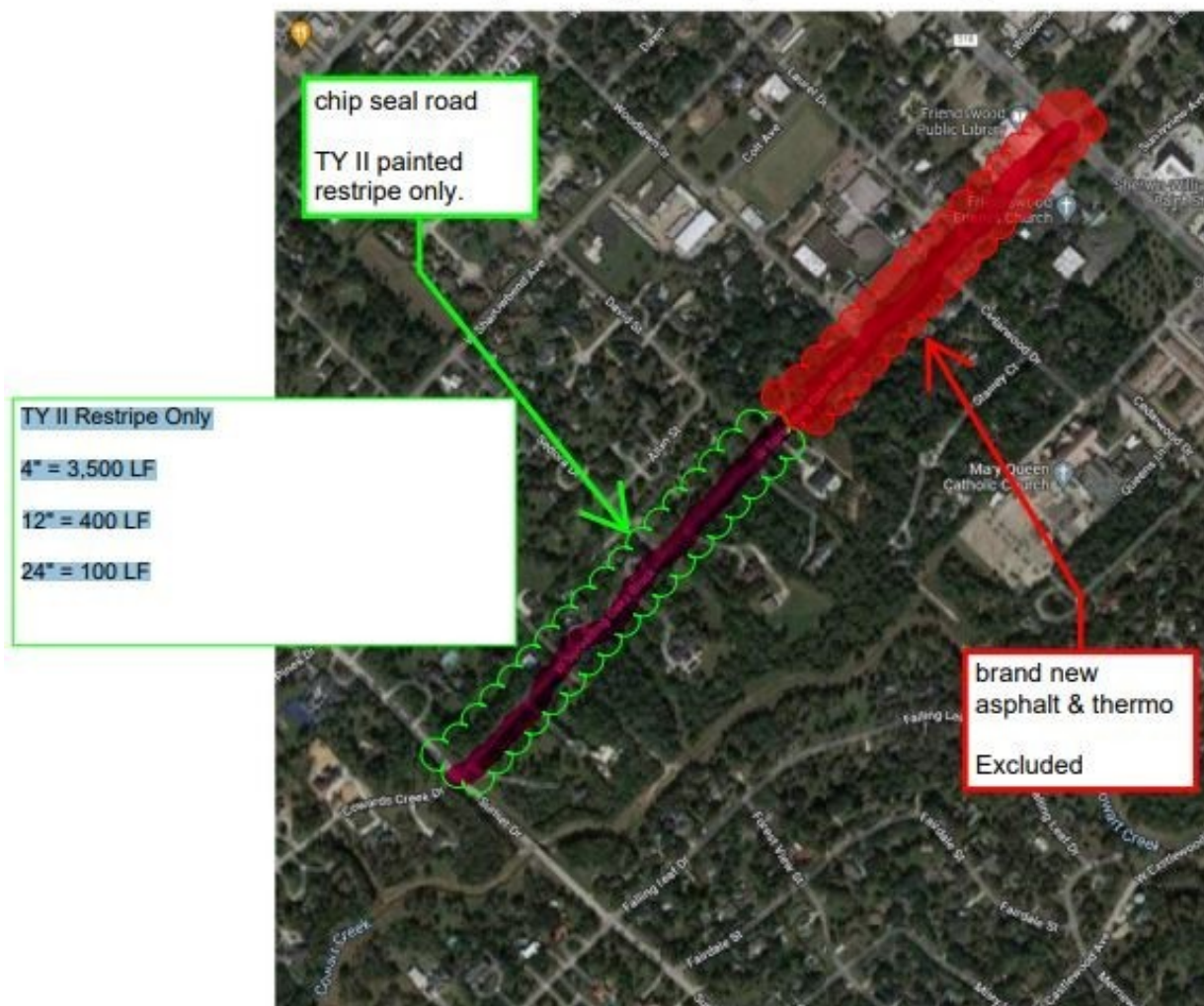


Proposal: Friendswood Roadway Striping

Spreading Oaks

Image

Roadway to Re-Stripe
Spreading Oaks by Old Junior High



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. 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 the Unit Price Form or 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
- 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 as the City's Standard Agreement.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the City's Standard Agreement.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in the City's Standard Agreement.
- 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 the City's Standard Agreement.
- 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 the City's Standard Agreement., 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 the 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 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.

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 Contractor's work required to make the same 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.
- 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 Contractors 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 Contractor's 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 the 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 the City's Standard Agreement 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 a 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 the 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, 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. 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 Contractor's 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.

72. 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.

73. 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.

74. 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).

75. 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.

76. 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.

77. 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, 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.

78. 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

SUPPLEMENTAL CONDITIONS

1. GENERAL

The Provisions of this Section of the Technical Specifications shall govern in the event of any conflict between them and 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

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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 Contractor's 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 within 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 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 and/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. Request for payment shall be accompanied by an 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 Supplemental Conditions, shall also have filed 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 the Standard Agreement.

32. PROJECT REPRESENTATIVE SERVICES

Project Representative Services shall be the responsibility of the Project Manager and these services shall be in accordance with the Standard Agreement 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.

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 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 Unit Price Form or Total Stipulated Price Form of the Contract Documents.

END OF SECTION

INSURANCE REQUIREMENTS

PART I: GENERAL

- 1.1 Throughout the term of the Executed Agreement, the Contractor, at their own expense, shall purchase, maintain, and keep in force and effect insurance against claims for injuries to, or death of, persons, or damages to property which may arise out of or result from the Contractor's operation and/or performance of the Work under stated agreement, whether such operations and/or performance be by the Contractor, their agents, representatives, volunteers, employees, or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 1.2 The Contractor's insurance cover shall be primary insurance with respect to the City, its officers, agents, and employees, including the City. Any insurance maintained by the City, its officials, agents, and employees shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City of Friendswood and all subcontractors as an additional insured under its commercial general liability policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 1.3 The following is a list of standard insurance policies along with their respective minimum coverage amounts required per the Contract Documents:
 - A. Workers' Compensation: Statutory.
 - B. Employer's Liability: \$500,000.
 - C. Comprehensive General Liability:
 - a. Bodily Injury:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - b. Property Damage:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - D. Comprehensive Automobile Liability:
 - a. Bodily Injury:
 1. \$500,000 per Each Person.
 2. \$1,000,000 per Accident; or
 3. \$1,000,000 Combined Single Limit (CSL).
 - b. Property Damage:
 1. \$500,000 per Accident.
- 1.4 Upon execution of Standard Agreement, the Contractor shall file with the City valid Certificates of Insurance and endorsements acceptable to the

City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty days (30 D) prior written notice has been given to the City.

- 1.5 The Contractor shall also file with the City valid Certificates of Insurance covering all Subcontractors.
- 1.6 The following general requirements shall apply to all policies:
 - A. AM Best Rating of A- or better.
 - B. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
 - C. The City of Friendswood, its officials, and employees are to be added as an Additional Insured to liability policies.
 - D. Certificates of Insurance showing evidence of insurance coverage shall be provided to the City's representative within ten (10) Working Days after this Agreement is executed.
 - E. All other requirements set in Document 000115[INSERT B, C OR P] - Instructions to [INSERT BIDDERS, OFFERORS OR PROPOSERS].

PART II: NOT USED

PART III: NOT USED

END OF DOCUMENT

TEXAS WORKERS' COMPENSATION
In accordance with
28 TAC 110.110
DIVISION OF TEXAS WORKERS' COMPENSATION
TEXAS DEPARTMENT OF INSURANCE

A. DEFINITIONS

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) showing statutory workers' compensation insurance coverage for the persons' or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that the coverage has been extended.

- E. The Contractor shall obtain from each person providing services on the project, and provide to the City:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven days (7 D) after the receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (A) a certificate of coverage, prior to the other person beginning work on the project, and;
 - (B) a new certificate of coverage showing extension of the coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter;

6. notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each other person with whom it contracts, to perform as required by paragraphs (1) – (7), with certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on this project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classifications codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy this breach within ten days (10 D) after receipt of notice of breach from the City.

END OF SECTION

AFFIDAVIT OF INSURANCE

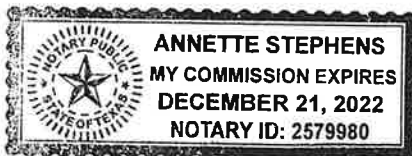
BEFORE ME, the undersigned authority, on this day personally appeared Daniel Stuckey, who being by me duly sworn on their oath stated that he is Project Manager of Pavecon Ltd Co, a representative of the Contractor named and referred to within the Contract Documents; that they are fully competent and 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.

[Signature]
(Affiant's Signature)

7/26/22
(Date)

SWORN AND SUBSCRIBED by me on this 26 day of July,
A.D. 2022.

Notary Public in and for HARRIS County, TEXAS.



Annette Stephens
Notary Public Signature

NOTARY SEAL

ANNETTE STEPHENS
Print or Type Notary Public Name

My Commission Expires: 12-21-22

END OF DOCUMENT

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 of 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.
- 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 Pavecon Ltd. Co. 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 August 1, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Daniel Stuckey
Project Manager

Date

7/20/22

END OF DOCUMENT

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 coastal 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

00265-1

- 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

00265-2

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 Pavecon Ltd. Co. 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 August 1, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Signature

Daniel Stuckey

Print Name

Pavecon Ltd Co

Company Name

COMPANY CONTACTS:

Daniel Stuckey

Contact #1 Name

281-640-4910

Daytime Phone Number

281-640-4910

Nighttime Phone Number

Derrick Henderson

Contact #2 Name

281-830-1410

Daytime Phone Number

281-830-1410

Nighttime Phone Number

Ron Vernon

Contact #3 Name

832-381-4459

Daytime Phone Number

832-381-4459

Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

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

Contact #2 Name

Hailee Medwedeff
Projects Coordinator
(281) 993-3402
Daytime Phone Number

Contact #3 Name

Rick Watkins
Project Manager
(281) 996-3292
Daytime Phone Number

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

END OF DOCUMENT

**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 Pavecon Ltd Co, performing the work of the contract for Roadway Striping, 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.

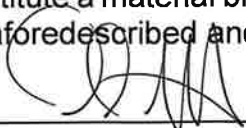
The Contractor further agrees to notify the City's representative in advance if any of the work requires the use of or storage of any "hazardous chemical."

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"
- 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. Hazard determination shall involve 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 August 1, 2022 by and between the aforescribed and the City of Friendswood, Texas.


Daniel Stuckey
Project Manager

7/26/22
Date

END OF DOCUMENT

00270-2

HOMELAND SECURITY POLICY

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 August 1, 2022 by and between the ~~aforedescribed~~ and the City of Friendswood, Texas.



Daniel Stuckey
Project Manager

7/24/22
Date

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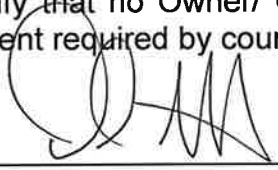
CHILD SUPPORT AFFIDAVIT

"Under Texas Family Code, Section 231.006 a sole proprietorship, corporation or other entity in which a sole proprietor, partner, majority shareholder of a corporation or an owner of ten percent (10%) or more of an other business entity is thirty (30) days or more delinquent in paying child support under a court order or written repayment agreement is not eligible to bid on or receive a state contract."

To comply with Section 231.006, the affidavit below shall be signed by the person who is authorized to sign and submit a bid, and thereby bind the Bidder, and must be returned with the Bid. A failure to do so will result in the disqualification of the Bid.

"I, Daniel Stuckey, the Project Manager, am authorized to sign this Bid on behalf of Pavecon Ltd Co a LLC.

I certify that no Owner/ Officer is thirty (30) days or more delinquent in child support payment required by court order or written repayment agreement."

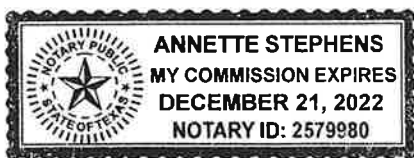


Daniel Stuckey

7/26/22
Date

SWORN AND SUBSCRIBED by me on this 26 day of July,
A. D. 2022.

Notary Public in and for HARRIS County, Texas.



Annette Stephens
Notary Public Signature
Annette Stephens
Print or Type Notary Public Name

NOTARY SEAL

My Commission Expires: 12-21-22

END OF DOCUMENT

PROPOSAL & CONTRACT



July 21, 2022

City of Friendswood
910 South Friendswood Drive
Friendswood, TX

Houston Division
9900 Windfern Rd
Houston, TX 77064
Office 281-571-8040

Attn: Jil Arias

Re: City of Friendswood Roadway Striping

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Thermo	SM Liquid Thermo
Striping	Mobilizations (2)	1	LS		\$ 6,663.21
Striping	Briar Creek	1	LS		\$ 4,164.49
Striping	Mansion Parkway	1	LS	\$ 29,917.78	
Striping	San Joaquin Parkway	1	LS	\$ 6,729.82	
Striping	Friendswood Pkwy - FM 528 to West Blvd	1	LS	\$ 9,994.81	
Striping	Sunset Drive	1	LS	\$ 47,508.62	
Striping	West Blvd - FM 518 to South End	1	LS	\$ 16,991.14	
Striping	Falcon Ridge	1	LS		
Striping	Moore Road	1	LS		\$ 5,354.36
Striping	Whispering Pines to Blackhawk	1	LS		\$ 45,809.48
Striping	Blackhawk - South of Friendswood	1	LS		\$ 22,607.29
Striping	Spreading Oaks	1	LS		\$ 8,329.00
Total Project Costs =				\$	204,070.00

The work is to be performed as follows: (Reference Plans dated 7/2010 for Falcon Ridge)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

910 South Friendswood Drive - Friendswood, TX

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Daniel Stuckey
Project Manager



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Daniel Stuckey, the undersigned representative of Pavecon Ltd Co (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 26th day of July, 20 22

Pavecon Ltd Co

Company Name:

Signature

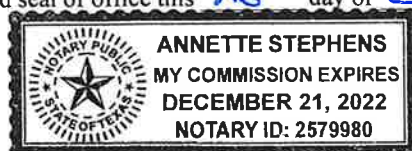
Daniel Stuckey - Project Manager

Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

Before me, Annette Stephens, the undersigned notary public, on this day personally appeared Daniel Stuckey, the Project Manager (Title) of Pavecon (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 26 day of July, 20 2022



Annette Stephens
Notary Public in and for the State of Texas

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution authorizing a master lease-purchase agreement with Truist Bank and approving financing terms.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Information Technology, Engineering and Public Works Departments have identified several pieces of equipment, which have surpassed useful life cycles with the replacement value of each exceeding the City's financial policy capitalization threshold of \$5,000. Lease financing purchase of the equipment totaling \$1,457,640 over a 5-year period will lessen the burden on the City's operating budget.

The equipment to be replaced is listed below with an estimated replacement cost.

Time Clock Equipment - \$26,340

Computer Equipment - \$510,000

Network Switch Equipment - \$240,000

Audio Visual Information Technology Equipment - \$100,000

Dump Truck - \$150,000

SCADA System Server Equipment - \$26,300

Electronic Planning Table - \$45,000

Entry Doors Control Access Equipment - \$45,000

Development Plans Plotter Equipment - \$20,000

Boom Mower - \$240,000

Mini Excavator - \$55,000

Capital lease-purchase financing proposals were received and are included in the table below:

Company Name	Proposal Expiration Date	Term	Annual Payment	Interest Rate
Government Capital Corporation	8/22/2022	5 years	\$318,156.01	3.59%
Truist Financial Corporation, d/b/a Truist Bank	8/15/2022	5 years	\$318,555.04	3.03%

Amegy Bank	Did Not Respond
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Truist Financial Corporation d/b/a Truist Bank is the successful proposer based on the interest rate offered and the City's experience with the company on past capital lease purchases.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If the capital equipment lease financing agreement is not approved at this time, replacement of the equipment will be deferred, resulting in reduced work efficiency and potentially higher cost to replace the equipment later.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Truist Lease Purchase
2. Truist TX Lease Agreement MOE
3. Truist Financial Corporation Lease Purchase Financing Proposal
4. Truist Bank - Texas Government Code Verifications Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A MASTER LEASE-PURCHASE AGREEMENT WITH TRUIST BANK AND OTHER DOCUMENTS REQUIRED IN CONNECTION WITH FINANCING A DUMP TRUCK, HEAVY EQUIPMENT, TECHNOLOGY AND VARIOUS EQUIPMENT; APPROVING CERTAIN MATTERS RELATED THERETO; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the best interest of the public and a public purpose to finance a dump truck, heavy equipment, technology and various equipment (the "Project") with proceeds of a lease-purchase agreement; and

WHEREAS, the City Council of the City of Friendswood (the "City") desires to enter into a master lease-purchase agreement with Truist Bank, for such purpose; and

WHEREAS, the City desires to designate such agreement as a "qualified tax-exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; NOW THEREFORE,

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

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

Section 2. That the City Council hereby determines that the Project shall be financed via a lease-purchase agreement through Truist Bank in accordance with Exhibit "A,"; provided that the amount financed shall not exceed ONE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS (\$1,457,640.00), the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.03%, and the financing term shall not exceed five (5) years from closing. The master lease purchase agreement together with all related documents for the closing of the financing (the "Financing Documents") will be consistent with the foregoing terms.

Section 3. That the City Manager and his designees are hereby authorized and directed to execute and deliver all Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated herein.

Section 4. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

Section 5. That the City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund or any other City fund related to the Project, for project costs may be reimbursed from the financing proceeds.

Section 6. All prior actions of the City and its officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed.

Section 7. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 8. 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 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

EXHIBIT "A"

PROJECT:	Master Lease Purchase
AMOUNT:	\$1,457,640.00
TERM:	Five (5) Years
INTEREST RATE:	3.03%
TAX STATUS:	Tax Exempt-BQ
PAYMENTS:	<u>Interest:</u> Annual <u>Principal:</u> Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	First lien security interest in all vehicles and equipment purchased with proceeds
PREPAYMENT TERMS:	Callable in whole at par at any time
RATE EXPIRATION:	08/06/22
DOCUMENTATION/ LEGAL REVIEW FEE:	\$0
FUNDING:	Proceeds will be deposited into an account to be held with Lender pending disbursement unless equipment is delivered prior to closing.
REPORTING REQUIREMENTS:	Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Agreement*”) is dated as of [Closing Date], and is between [NAME OF CLIENT], TEXAS, a public body of the State of Texas (the “*Lessee*”), and TRUIST BANK (“*Lender*”).

RECITALS:

The Lessee is a home rule municipality and political subdivision of the State of Texas, and is authorized and empowered under the laws of the State, particularly the Public Property Finance Act, Texas Loc. Gov’t. Code Ann. §271.001 et seq. (the “Act”) to execute, perform, and make payments under a contract with any person for the use or the purchase or other acquisition of any personal property, or the financing thereof considered by the governing board of Lessee to be necessary, useful or appropriate to one or more governmental purposes of Lessee. This Agreement provides for Lender to make available to the Lessee the sum of \$[Amount] to enable the Lessee to acquire the Equipment (as defined herein) by lease, and provides for securing the Lessee’s obligations under this Agreement by creating certain security interests in favor of Lender.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

“*Additional Payments*” means, to the extent required to be paid or reimbursed by the Lessee, any of Lender’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lender is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Lessee (or paid by Lender on the Lessee’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Lessee shall fail to pay the same, as set forth in this Agreement).

“*Amount Advanced*” has the meaning assigned in Section 2.03 hereof.

“*Base Payments*” means the rental payments payable by the Lessee pursuant to Section 3.01 hereof.

“*Bond Counsel Opinion*” means a written opinion (in form and substance acceptable to Lender) of an attorney or firm of attorneys acceptable to Lender.

“Budget Officer” means the Lessee officer or official from time to time charged with preparing the Lessee’s draft budget as initially submitted to the Governing Board for its consideration.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Agreement is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Lessee’s obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“Equipment” has the meaning assigned in Section 2.04 hereof, and is generally expected to include the personal property described on Exhibit A attached hereto.

“Event of Default” means one or more events of default as defined in Section 7.01 hereof.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Lessee that includes an appropriation for Required Payments, or the Governing Board’s amendment of an annual budget to remove an appropriation for Required Payments, in each case, as contemplated by Section 3.05 hereof.

“Fiscal Year” means the Lessee’s fiscal year beginning [October 1] or such other fiscal year as the Lessee may later lawfully establish.

“Governing Board” means the [Name of governing body] of the Lessee as from time to time constituted.

“Lessee” means the [Name of Client], Texas.

“Lessee Representative” means the Lessee’s finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to Lender and signed on the Lessee’s behalf by the presiding officer of the Governing Board, to act on the Lessee’s behalf for any purpose (or any specified purpose) under this Agreement.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, a commercially reasonable disposition of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including

attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Lessee or Lender for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Prime Rate" means the Wall Street Journal Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the Lessee under this Agreement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the period of the acquisition, installation and equipping of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"Project Fund" has the meaning assigned in Section 2.03 herein.

"Required Payments" means Base Payments and Additional Payments.

"Security Property" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"State" means the State of Texas.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II LEASE; ADVANCE; SECURITY

Section 2.01. Lease. Lender hereby leases to the Lessee, and the Lessee hereby leases from Lender, the Equipment, for the term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Agreement is earlier terminated as provided herein. The Lessee shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

Section 2.02. Agreement Term.

(a) This Agreement shall be in effect for the period beginning on the Closing Date and ending [insert date of current fiscal year end] (“*Original Lease Term*”), unless earlier termination or extension shall occur in accordance with the provisions herein, and shall terminate on the last business day of the Lessee’s then current fiscal budget period unless renewed pursuant to Section 2.02(b).

(b) The Original Lease Term will automatically and successively renew at the end of the Original Lease Term under the same terms and conditions for [calculate this based on closing date & current fiscal year end] additional one year periods upon appropriation of funds as provided in 3.05 hereof.

Section 2.03. Advance. Lender shall advance \$_____ (the “*Amount Advanced*”) to the Lessee by making a deposit of \$_____ as provided in Article IV herein, and the Lessee hereby accepts the Amount Advanced from Lender.

Section 2.04. UCC Security Agreement.

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the Security Property, which is described as follows:

- (i) all moneys on deposit from time to time in the Project Fund; and
- (ii) all property acquired by the Lessee with funds advanced by Lender pursuant to this Agreement, all personal property obtained in substitution or replacement therefore and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the “*Equipment*”).

The Lessee hereby grants to Lender a security interest in the Security Property to secure the Required Payments.

(b) The Lessee shall allow Lender to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lender) in such form as Lender may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

Section 2.05. Lessee’s Limited Obligation.

(a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the Lessee’s full faith, credit or taxing power within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the Lessee’s credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee’s moneys (other than the funds held under this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee’s bonds or obligations payable from any class or source of the Lessee’s moneys (except to

the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement.

Section 2.06. Lessee's Continuing Obligations. Except for an Event of Nonappropriation as described in Section 3.05 hereof, the Lessee shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.05 and 3.05 hereof), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) Lender's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Lessee, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Lender (but this provision does not relieve Lender of any of its obligations under this Agreement);
- (e) The sale of all or any part of the Equipment; or
- (f) Another party's assumption of the Lessee's obligations under this Agreement.

ARTICLE III LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

Section 3.01. Rental; Purchase Option.

(a) As rental for the Equipment, the Lessee shall make Base Payments to Lender in lawful money of the United States at the times and in the amounts set forth in Exhibit B attached hereto, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the Lessee may, at its option, purchase all of Lender's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to Lender of the sum of one dollar (\$1.00). This option to purchase the Equipment is personal to the Lessee and is not assignable.

Section 3.02. Additional Payments. The Lessee shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

Section 3.03. Prepayment. At its option [at any time], the Lessee may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and Lender's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) [100]% of the outstanding principal component of the Amount Advanced, in accordance with the provisions of Exhibit B attached hereto.

Section 3.04. Late Payments. If the Lessee fails to pay any Base Payment when due, the Lessee shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

Section 3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Lessee's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to Lender within 15 days after the adoption of the annual budget if an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Lessee in such budget for such purposes.

(c) The actions required of the Lessee and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee officer and/or official to take such action and do such things as are required by law in the performance of the official duty of such officers and/or officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Lessee.

(d) Subject to its right of nonappropriation, the Lessee currently believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) Notwithstanding any other provision of the Agreement to the contrary, if the Lessee fails to appropriate funds to pay the Required Payments for the next Fiscal Year to continue leasing of the Equipment, this Agreement shall terminate, shall create no further obligation of the Lessee as to subsequent Fiscal Years and shall be null and void. In such Event of Nonappropriation, the Lessee shall notify Lender at least twenty (20) days prior to the end of the then current Fiscal Year. The Lessee shall not, in this sole event, be obligated to make any Required Payments beyond the end of such Fiscal Year. The happening of such occurrence shall be conclusively presumed from

the Lessee's notification of Lender or Lender's assignee of such occurrence. In such Event of Nonappropriation, this Agreement shall terminate on the last day of the Fiscal Year for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, the Lessee shall have no continuing obligation to make Required Payments under this Agreement. No right of action or damages shall accrue to the benefit of Lender or its assignee as to that portion of this Agreement which may so terminate. The provisions of this paragraph shall remain in full force and effect notwithstanding the failure of any party to comply with any provision of this Agreement and whether or not the Lessee is in default under this Agreement. The Lessee agrees to surrender possession of the Equipment to Lender or its assignee on the date of such termination. Lender shall have all the rights and remedies to take possession of the Equipment and to sell, lease, or otherwise dispose of the Equipment as its own property without liability to the Lessee.

Section 3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Required Payments shall be made in all events unless the Lessee's obligation to make Required Payments is terminated as otherwise provided in this Agreement.

Section 3.07. Interest Rate and Payment Adjustment. (a) ***“Rate Adjustment Event”*** means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Lender of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Base Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Lessee's obligations under this Agreement are not “qualified tax-exempt obligations” within the meaning of Code Section 265 (a ***“265 Event”***).

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date); provided, however, in no event shall any Rate Adjustment Event cause the interest rate to exceed the maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended.).

(c) The Lessee shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Agreement on the date of a Rate Adjustment Event. The Lessee shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary. [Note: delete this Section 3.07 for taxable transactions]

ARTICLE IV PROJECT FUND

Section 4.01. Project Fund. Pursuant to Section 2.03, on the Closing Date, Lender shall deposit \$ _____ into the Project Fund, which shall be a special account of the Lessee at Truist Bank to be designated “20__-000__ [Account Name] Project Fund”. The Project Fund shall be held separate and apart from all other funds or accounts of the Lessee. The Project Fund is the Lessee’s property, but the Lessee may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lender to secure the Lessee’s obligations hereunder.

Section 4.02. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Lender. Lender shall authorize the disbursement of funds from the Project Fund only to the Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by a Lessee Representative. The Lessee shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Lessee, Lender shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Lessee if it does not approve the requisition with the reasons for its disapproval. Lender has no obligation to make a review and any review by Lender is only for Lender’s benefit. Lender shall not unreasonably withhold payment of any requisition.

Section 4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the Equipment, and when the Lessee has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Lessee shall deliver to Lender a written certificate of completion executed by a Lessee Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic’s or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lender may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) Upon the occurrence of an Event of Default, Lender may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lender’s most recent receipt of a requisition for Project Costs, then Lender, upon 30 days’ notice from Lender to the Lessee, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) Lender may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lender under this Agreement, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Agreement, and (v) to the payment of future Base Payments in inverse order of maturity; provided, however, that **[(1)]** at the option of Lender, Lender may deliver funds held in the Project Fund to the Lessee to be applied to additional Project Costs or future debt service payments, and **(2)** in no event will Lender apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Lessee that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Base Payments.] **[Note: delete in taxable transactions]** Any prepayment pursuant to this Section shall not affect any other Lessee payment obligation hereunder. Lender shall notify the Lessee of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.

Section 4.04. Investment. (a) The Lessee and Lender agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Lender.

(b) From and after the date that is three years from the Closing Date, the Lessee and Lender agree that money in the Project Fund will not be invested at a “yield,” as determined under the Code, in excess of the “yield” on the Lessee’s obligations under this Agreement, unless the Lessee has supplied Lender with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Base Payments would otherwise be entitled. **[Note: this provision is not required in taxable transactions]**

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

ARTICLE V

LESSEE’S COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 5.01. Indemnification. To the extent permitted by law, the Lessee shall indemnify, protect and save Lender and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys’ fees, arising out of, connected with, or resulting directly or indirectly from the Security Property, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement’s termination.

Section 5.02. Covenant as to Tax Exemption. (a) The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Agreement under Section 103 of the Code. In particular, the Lessee covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Agreement, any funds of the Lessee or any property financed or refinanced with funds provided to the Lessee under this Agreement, or otherwise take or omit to take any action, that would cause the obligation created by this Agreement to be an “arbitrage bond” within the meaning of Section 148(a) of the Code or a “private activity bond” under Section 141 of the Code. The Lessee will maintain books on which will be recorded (i) Lender or (ii) any assignee of the Base Payments due under this Agreement, as the registered owner of such Base Payments. To that end, the Lessee has executed the Use of Proceeds Certificate dated as of the date hereof (the “*Use of Proceeds Certificate*”) and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Lessee hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Agreement, and its use of any property financed or refinanced with funds provided under this Agreement, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Agreement from time to time. This covenant shall survive the termination of this Agreement.

(d) Notwithstanding any provision of this Section, if the Lessee shall provide to Lender a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Agreement pursuant to Section 103 of the Code, the Lessee and Lender may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Lessee hereby designates and authorizes Lender and its employees as its agents and attorneys-in-fact of the Lessee for the purpose of preparing and filing with the IRS a form 8038 (or other form required under Section 149(e) of the Code) with respect to this Agreement.

(f) The Lessee acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Base Payments depends upon continuing compliance with such rules. The Lessee therefore covenants to take all reasonable action to assure that Lessee personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Lessee represents that the aggregate face amount of all tax-exempt

obligations issued by the Lessee during the current calendar year does not, and will not, exceed \$10,000,000. The Lessee also represents that it has designated each of the Base Payments under this Agreement as a “qualified tax-exempt obligation” for the purposes of the Code. [Note: remove this paragraph if transaction is not bank qualified.] [Note: remove this Section 5.02 in taxable transactions]

Section 5.03. Validity of Organization and Acts. The Lessee is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Lessee.

Section 5.04. Maintenance of Existence. The Lessee shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Lessee’s obligations under this Agreement.

Section 5.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Lessee’s part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition, installation and equipping of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed. This Agreement is exempt from review by the Texas Attorney General pursuant to the provisions of Section 1202.007, as amended, Texas Government Code.

Section 5.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Lessee’s knowledge, constitutes a violation of any provision of law governing the Lessee or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Lessee is a party or by which the Lessee is bound.

Section 5.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Lessee (or any official thereof in an official capacity) is a party that is pending or, to the best of the Lessee’s knowledge after reasonable investigation, threatened with respect to (a) the Lessee’s organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other Lessee officer or official, (e) any authority or proceedings relating to the Lessee’s execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

Section 5.08. No Current Default or Violation. (a) The Lessee is not in violation of any existing law, rule or regulation applicable to it, (b) the Lessee is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Lessee is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

Section 5.09. No Misrepresentation. No representation, covenant or warranty by the Lessee in this Agreement is false or misleading in any material respect.

Section 5.10. Environmental Warranties.

(a) The Lessee warrants and represents to Lender that, to the best of the Lessee's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (defined below).

(b) The Lessee covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Lessee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Lessee shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Lessee receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Lessee shall immediately notify Lender. The Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lender's satisfaction.

(d) “*Hazardous Materials*” means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant

thereto.

(e) To the extent permitted by law, the Lessee shall indemnify and hold Lender harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of any warranty or representation made by the Lessee in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Lender or the Lessee or any transferee or assignee Lender or the Lessee.

The Lessee's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

Section 5.11. Further Instruments. Upon Lender's request, the Lessee shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lender to carry out the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

Section 5.12. Lender's Advances for Performance of Lessee's Obligations. If the Lessee fails to perform any of its obligations under this Agreement, Lender is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lender (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses, together with interest at the Prime Rate), shall be secured as Additional Payments under this Agreement. The Lessee promises to pay all such amounts to Lender immediately upon demand.

Section 5.13. Equipment Will Be Used and Useful. The acquisition, installation and equipping of the Equipment is necessary and expedient for the Lessee, and will perform essential functions of the Lessee appropriate for units of local government. The Lessee has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

Section 5.14. Financial Information.

(a) The Lessee shall send to Lender a copy of the Lessee's audited financial statements for each Fiscal Year within 30 days of the Lessee's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Lessee shall furnish Lender, at such reasonable times as Lender shall request, all other financial information (including, without limitation, the Lessee's annual budget as submitted

or approved) as Lender may reasonably request. The Lessee shall permit Lender or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom.

Section 5.15. Taxes and Other Governmental Charges. The Lessee shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Lessee shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including Lender's interest, or the rentals and revenues derived therefrom or hereunder).

Section 5.16. Lessee's Insurance.

(a) The Lessee shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include Lender as loss payee. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15 hereof.

(b) The Lessee shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.

(c) The Lessee shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Lessee against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.

(e) Lender shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Lender.

(g) Upon request by Lender, the Lessee shall deliver to Lender a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

**ARTICLE VI
THE EQUIPMENT**

Section 6.01. Acquisition, Installation and Equipping. The Lessee shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the

Equipment when properly delivered, provide for the proper installation and equipping thereof and thereafter promptly place each such portion in service.

Section 6.02. Changes in Location. The Lessee shall promptly inform Lender if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

Section 6.03. Acquisition and Installation within Funds Available. The Lessee represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Lessee promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Lessee under this Agreement.

Section 6.04. Disclaimer of Warranties. The Lessee agrees that Lender has not designed the Equipment, that Lender has not supplied any plans or specifications with respect thereto and that Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not, at any time, had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Lessee intends therefor, or (iii) is safe in any manner or respect.

Lender MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Lessee is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Lessee hereby waives the benefits of any and all implied warranties and representations of Lender.

The provisions of this Section shall survive the Agreement's termination.

Section 6.05. Right of Entry and Inspection. Lender and its representatives and agents shall have the right to enter upon the Lessee's property at reasonable times and upon reasonable notice and inspect the Equipment from time to time during installation and after the completion of installation, and the Lessee shall cause any vendor, contractor or sub-contractor to cooperate with Lender and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lender shall be deemed to impose upon Lender any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lender, and no warranties (either express or implied) are made by Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lender's benefit.

Section 6.06. Compliance with Requirements.

(a) The Lessee shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Lessee shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Lessee shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Lessee shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 6.07. Use and Operation. The Lessee shall use and operate the Equipment and related property for its reasonably intended use or purpose and for no other purpose unless required by law. The Lessee shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

Section 6.08. Maintenance and Repairs; Additions.

(a) The Lessee shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other

thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Lessee shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lender's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) of this Section, however, the Lessee may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Lessee's sole property in which Lender shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if Lender shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 6.09. Security. The Lessee shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Lessee's personal property that is not subject to this Agreement.

Section 6.10. Utilities. The Lessee shall pay all charges for utility services furnished to or used on or in connection with the Equipment, as may be applicable dependent upon the type of equipment.

Section 6.11. Risk of Loss. The Lessee shall bear all risk of loss to the Equipment.

Section 6.12. Condemnation. The Lessee shall immediately notify Lender if any governmental authority shall institute, or shall notify the Lessee of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Lessee shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Lender, and to the extent permitted by law hereby irrevocably authorizes and empowers Lender, in the Lessee's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Lessee receives any Net Proceeds arising from any such action, the Lessee shall apply such Net Proceeds as provided in Section 6.15.

Section 6.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Lessee, subject to the lien of this Agreement. Upon the Lessee's payment in full of all Required Payments, Lender, at the Lessee's expense and request, shall cancel this Agreement.

Section 6.14. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Lessee shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Lessee shall reimburse Lender for any expense incurred by Lender to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

Section 6.15. Damage and Destruction; Use of Net Proceeds.

(a) The Lessee shall promptly notify Lender if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Lessee shall apply the Net Proceeds, (i) to the prompt completion, repair or restoration of the Equipment, (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Lessee shall promptly report to Lender regarding the use of Net Proceeds.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Lessee's property and shall be part of the Equipment.

**ARTICLE VII
DEFAULTS AND REMEDIES; TERMINATION**

Section 7.01. Events of Default. An "*Event of Default*" is any of the following:

(a) Except as provided in Section 7.04 hereof, the Lessee's failing to make any Base Payment when due.

(b) The Lessee's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) of this Section, including payment of any Additional Payment, for a period of 15 days

after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Lessee as a debtor, or the appointment of a receiver, custodian or similar officer for the Lessee or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the Lessee in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance prior to the security interest created under Section 2.04 hereof, or affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the Lessee to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

Section 7.02. Remedies on Default. Upon the continuation of any Event of Default, Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Base Payments due in that fiscal year immediately due and payable;

(b) Proceed by appropriate court action to enforce the Lessee's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Base Payments in any manner Lender may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including execution as provided in Section 7.03 hereof, and, to the extent permitted by law, recovery of attorneys' fees and other expenses.

Section 7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, Lender shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

Section 7.04. Consequences of Nonappropriation. Upon an Event of Nonappropriation, the Lessee shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Lessee whatsoever. The Lessee agrees to peaceably surrender possession

the Equipment to Lender or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States as designated by Lender.

In addition, upon the occurrence of any Event of Nonappropriation, Lender may, without any further demand or notice, take action with respect to the Lessee and the Equipment as contemplated in Section 7.05 hereof.

Section 7.05. Possession of Equipment. Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the Lessee shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of Lender), and thereupon the Lessee (a) shall pay monthly in advance to Lender a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lender shall determine in its reasonable judgment), and (b) upon Lender's demand, shall deliver possession of the Equipment to Lender or, at Lender's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, Lender, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Lessee's account and in reduction of the Lessee's corresponding Required Payments in such fashion as Lender shall reasonably deem appropriate. Lender shall be liable to account only for rents and profits it actually receives.

Section 7.06. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

Section 7.07. Payment of Costs and Attorney's Fees. If Lender employs an attorney to assist in the enforcement or collection of Required Payments, or if Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Lessee with any of the provisions of this Agreement, the Lessee, to the extent permitted by law, agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Lender and the Lessee hereby agree to the provisions of this Article VIII.

Section 8.01. Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by this Agreement (a “**Disbursement**”), said wire transfer shall be delivered as directed in a written “**Disbursement Authorization**” provided to Lender by a representative of the Lessee, subject to the terms and conditions set forth in this Article. For the purposes of this Article, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee’s legal counsel, the Lessee’s financial advisor or other designated representative.

Section 8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Lessee, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to Lender. The Lessee shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third-party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify Lender immediately.

Section 8.03. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary’s account name and account number and beneficiary’s physical address, together with other information requested by Lender (collectively, “**Remittance Instructions**”). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 8.04. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, Lender shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten (10) Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Lessee agree that ten (10) Business Days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.

Section 8.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 8.02, it shall be binding on the Lessee if Lender acted in good faith in making such Disbursement.

Section 8.06. Recordation. Lender may record any telephone conversation between Lender and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.

Section 8.07 Indemnification and Hold Harmless. If Lender complies with the provisions of this Article VII, the Lessee agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Lessee, and the Lessee further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Agreement or the Project Fund Agreement.

Section 8.08. Applicable Law. All wire transfer orders are governed by Article 4A of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand, on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service or five days after being mailed by first-class mail, postage prepaid, if addressed as follows:

(i) If to the Lessee, to [Name of Client], Texas, Attention: _____,
[Address of Client]; or

(ii) If to Lender, to Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte,
North Carolina 28217, Attention: Governmental Finance.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Section 9.02. No Assignments by Lessee. The Lessee shall not sell or assign any interest in this Agreement.

Section 9.03. Assignments by Lender. Lender may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, Lender's rights to receive Required Payments. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at Lender's or its assignee's option. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of Lender's interest in the Equipment or this Agreement shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that Lender's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 9.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Lessee and Lender.

Section 9.05. Governing Law. The Lessee and Lender intend that State law shall govern this Agreement. Exclusive venue shall be in the state courts of [REDACTED] County, Texas.

Section 9.06. Liability of Officers and Agents. No officer, agent or employee of the Lessee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Lessee from the performance of any official duty provided by law.

Section 9.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

Section 9.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Section 9.09. Entire Agreement. This Agreement constitutes the Lessee's entire agreement with respect to the general subject matter covered by this Agreement.

Section 9.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular, Section 9.03 hereof, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.11. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. The Lender represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of County and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Lessor to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 23 4128-7123-1282.1809.001, Texas Government Code (also as enacted by such Senate Bill).

Section 9.12. Prohibition on Contracts with Companies that Discriminate against Firearm and Ammunition Industries. The Lender represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of County and for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable Lessor to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant,

retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

As used in the foregoing verification, (b) "firearm entity" a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 9.13. Prohibition on Contracts with Companies that Boycott Israel. The Lender represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Lessor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Lessor and exists to make a profit.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

Attest:

[NAME OF CLIENT], TEXAS

By: _____

Printed Name:

Title:

By: _____

Printed Name:

Title:

TRUIST BANK

By: _____

Printed Name:

Title:

*[Lease Agreement dated [Closing Date], between the [Name of Client], Texas, and
Truist Bank]*

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

[INSERT DESCRIPTION OF EQUIPMENT HERE.]

All as may be more particularly described in documentation submitted with requisitions pursuant to Article IV of this Agreement.

EXHIBIT B -- PAYMENT SCHEDULE

[INSERT MATURITY SCHEDULE FROM Lender HERE]

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON LESSEE’S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Requisition Team

Truist Bank

Direct Dial: (252) 296-0452 or (252) 296-0659

RE: Request for disbursement of funds from the Project Fund related to Contract No. _____-000 with the [Name of Client], Texas, dated [Closing Date]

To Whom It May Concern,

Pursuant to the terms and conditions of the Lease Agreement dated as of [Closing Date] (the “Agreement”) between [Name of Client], Texas (the “Lessee”) and Truist Bank (“Lender”), the Lessee requests the disbursement of funds from the Project Fund established under the Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the [Name of Client], Texas.

Amount: \$ _____

Attach copies of Certificates of Origin or Titles and applicable vendor invoices when submitting.

Project Description:

Location of Equipment/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee: [Name of Client], Texas, [Address of Client], Attention: _____

The Lessee makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Base Payments and estimated Additional Payments due in the current Fiscal Year.
2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Agreement referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Lender may request to evidence its security interest.
8. The Lessee has in place insurance on this portion of the Project that complies with the insurance provisions of the Agreement.
9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Lessee for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its “official intent” to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted “reimbursement period” of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Lessee promptly upon the receipt of funds from Lender to make payments for Project Costs to third parties described in this requisition. [Note: adjust for taxable transactions]

Capitalized terms used in this requisition have the meanings ascribed in the Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

[NAME OF CLIENT], TEXAS

By: _____

Printed Name: _____

Title: _____

**EXHIBIT D – FORM OF CERTIFICATE
DESIGNATING LESSEE REPRESENTATIVES**

In accordance with the terms of the Lease Agreement dated [Closing Date] (the “Agreement”) between [Name of Client], Texas (the “Lessee”) and Truist Bank (“Lender”), the Lessee designates the following persons as Lessee Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Agreement):

Printed Name:

Signature:

The Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Lessee who has plenary authority, including control, over funds owned by the Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:

Signature:

Last 4 Numbers of
SSN¹:

Date of
Birth:

Upon written notification to Lender, the Lessee may update (a) Lessee Representatives to sign requisitions, or (b) the Official Custodian.

[Name of Client], Texas

Name:

Title:

**The Official Custodian must provide a copy of his/her driver's license.*

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Lender account holders with the same name.

Governmental Finance

2320 Cascade Pointe Blvd. Suite 600

Charlotte, North Carolina 28208

Phone (704) 954-1700

Fax (704) 954-1799

June 27, 2022

Re: Lease Purchase Financing – Revised as of July 8, 2020

Ms. Katina Hampton, MBA, CGFO
Director of Administrative Services
City of Friendswood, Texas

Dear Katina:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the City of Friendswood, Texas (“Borrower”).

PROJECT: Master Lease Purchase

AMOUNT: \$1,457,640.00

TERM: Five (5) Years

INTEREST RATE: 3.03%

TAX STATUS: Tax Exempt-BQ

PAYMENTS: Interest: Annual
Principal: Annual

**INTEREST RATE
CALCULATION:** 30/360

SECURITY: First lien security interest in all vehicles and equipment purchased with proceeds

**PREPAYMENT
TERMS:** Callable in whole at par at any time

**RATE
EXPIRATION:** 08/15/22

**DOCUMENTATION/
LEGAL REVIEW
FEE:** \$0

FUNDING: Proceeds will be deposited into an account to be held with Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender will not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow less than \$10,000,000 in the current calendar year and that the financing will be bank qualified and tax exempt under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not bank qualified and tax exempt.

We appreciate the opportunity to offer this financing proposal. Please call me at (704) 607-6985 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

A handwritten signature in cursive script that reads "Mary Parrish Coley".

Mary Parrish Coley
Director

Resolution Approving Financing Terms

WHEREAS: The City of Friendswood, Texas (“Borrower”) has previously determined to undertake a project for the financing of various vehicles and equipment (the “Project”), and the finance officer (the “Finance Officer”) has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated June 27, 2022. The amount financed shall not exceed \$1,457,640.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.03%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) will be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents will be in such final form as the Finance Officer will approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower will not take or omit to take any action the taking or omission of which will cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2022.

By: _____

By: _____

Title: _____

Title: _____

SEAL

City of Friendswood, Texas
Master Equipment Lease Purchase
Sample Payment Schedule
Five (5) Years; Annual Payments in Arrears

Compounding Period: Annual

Nominal Annual Rate: 3.030%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	06/27/2022	1,457,640.00	1		
2 Payment	06/27/2023	318,555.04	5	Annual	06/27/2027

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/27/2022				1,457,640.00
2022 Totals	0.00	0.00	0.00	
1 06/27/2023	318,555.04	44,166.49	274,388.55	1,183,251.45
2023 Totals	318,555.04	44,166.49	274,388.55	
2 06/27/2024	318,555.04	35,852.52	282,702.52	900,548.93
2024 Totals	318,555.04	35,852.52	282,702.52	
3 06/27/2025	318,555.04	27,286.63	291,268.41	609,280.52
2025 Totals	318,555.04	27,286.63	291,268.41	
4 06/27/2026	318,555.04	18,461.20	300,093.84	309,186.68
2026 Totals	318,555.04	18,461.20	300,093.84	
5 06/27/2027	318,555.04	9,368.36	309,186.68	0.00
2027 Totals	318,555.04	9,368.36	309,186.68	
Grand Totals	1,592,775.20	135,135.20	1,457,640.00	

Mary Parrish Coley
Director/Governmental Finance
Truist Securities
214 North Tryon Street, 19th Floor
Charlotte, NC 28202
(704) 607-6985 (mobile)
Mary.Coley@truist.com – Please note my new email address.

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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: August 1, 2022

Date submitted: 07/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution designating a portion of Skyview Terrace as "Joycina Day Baker Memorial Lane."

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution dedicates a portion of Skyview Terrace as "Joycina Day Baker Memorial Lane." Ms. Baker has been dubbed the City's unofficial historian for years, having actually written the book on Friendswood in the mid-1990s.

An avid member of the Historical Society, Joyce Baker was an active member of the community, participating in a number of civic initiatives. In 2019, Ms. Baker was named a Friendswood Legend by the Mayor during his State of the City address. Also that same year, the rearmost conference room at the Library was named after Joycina.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

At the July City Council retreat, the Mayor appointed an ad hoc committee of Council members Sally Branson, Trish Hanks, and Brent Erenwert to consider naming a section of Skyview Terrace, Joycina Day Baker Lane.

The draft resolution does not actually rename the roadway. It simply authorizes the placement of a memorial marker between the Brown Museum and the Quaker Village Townhomes.

ATTACHMENTS

1. Resolution - Designating Roadway for Joycina Baker

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
DESIGNATING A PORTION OF SKYVIEW TERRACE AS "JOYCINA DAY BAKER
MEMORIAL LANE"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after graduating from Friends University in Wichita, Kansas, Joycina Baker became a Texan by choice by marrying her husband Jim, where she lived from 1948 until her death in 2022; and

WHEREAS, Ms. Baker started the first newspaper in Friendswood by typing out news on a manual typewriter and posting it at the Baker Grocery Store and sending it to citizens; and

WHEREAS, for the City's Centennial in 1995, Ms. Baker researched and published the book *Friendswood-A Settlement of Friendly Folks*; and

WHEREAS, Ms. Baker was at the forefront of the Friendswood Historical Society since its inception and actively promoted the City's history through the Society; and

WHEREAS, Ms. Baker represented Friendswood on the Galveston County Historical Commission, and was a member of the Texas State Historical Society; and

WHEREAS, in 2013, the City Council via Resolution No. R2013-18 named Ms. Baker as the honorary Official Friendswood Historian; and

WHEREAS, in 2019, Ms. Baker was named a Friendswood Legend by the Mayor during his State of the City address and was given the Key to the City; and

WHEREAS, in the same year, the City further honored Ms. Baker by naming the rearmost conference room at the library after her; and

WHEREAS, with her recent passing, the City Council finds it appropriate to designate a portion of Skyview Terrace in her memory; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood, Texas, hereby designates a portion of Skyview Terrace as "Joycina Day Baker Memorial Lane" in memory of Ms. Baker and her years of service to the City and its citizens by the placement of a memorial marker between the Brown Museum and the Quaker Village Townhomes.

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 1st day of August, 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: August 1, 2022

Date submitted: 07/06/2022

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 XI" 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.

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

Recommend approval of the ordinance and exhibits covering Budget Amendment XI 2021–2022.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XI
2. FY22 BA XI Exhibit A 08-01-2022 v2
3. FY22 BA XI Exhibit B 08-01-2022 v2

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 XI" 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 XI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment XI 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 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment XI – Exhibit A
August 1, 2022**

1. **Friendswood Volunteer Fire Department – Radio Pager Replacements, \$25,000.*** Appropriate funds to assist the Friendswood Volunteer Fire Department with the acquisition of 80 – Unication Pagers & Desktop Chargers (“radio pagers”). The current radio pagers are fully depreciated and require a patching system to utilize 800MHz band. The new 5G radio pagers will be equivalent to emergency response equipment currently used by other Friendswood emergency personnel. The City is contributing \$25,000 towards the total estimated purchase price of \$62,000. The funding source will be Fire/EMS donation funds.
2. **Friendswood Public Library – Donation for Books, \$332.** Appropriate directed donation received from The Rotary Club of Friendswood. The donation will be appropriated to the Friendswood Public Library’s operating account for the purchase of books.

*Deferred Maintenance & Equipment

City of Friendswood			
August 1, 2022			
2021-2022 Budget Amendment XI - Exhibit B			
BA Number	Account Number	Description	Amount
1	131-0000-30100	Appropriate unassigned general fund balance to assist the Friendswood Volunteer Fire Department with the acquisition of replacement radio pagers*	(25,000)
1	131-2201-422.7864	Appropriate unassigned general fund balance to assist the Friendswood Volunteer Fire Department with the acquisition of replacement radio pagers*	25,000
2	001-0000-38600	Appropriate a donation received from The Rotary Club of Friendswood to the Friendswood Public Library for the purchase of books	(332)
2	001-6310-459.5482	Appropriate a donation received from The Rotary Club of Friendswood to the Friendswood Public Library for the purchase of books	332
*Deferred Maintenance and Equipment			

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: August 1, 2022

Date submitted: 07/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the first reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

Specifically, the proposed amendments to the fee schedule are as follows:

Emergency Medical Services				
Description	Current Fee	Proposed Fee	Change	Percentage Change
Advanced Life Support (ALS) Transport	\$1,100	\$1,300	\$200	18%
Advanced Life Support (ALS) -2 Transport	\$1,300	\$1,500	\$200	15%
Basic Life Support (BLS) Transport	\$1,000	\$1,200	\$200	20%
Advanced Life Support (ALS) Disposables (Flat Rate)	\$400	\$400	\$0	0%
Basic Life Support (BLS) Disposables (Flat Rate)	\$200	\$200	\$0	0%
Oxygen	\$125	\$125	\$0	0%
Specialty Care Transport (SCT)	\$1,663	\$1,883	\$220	13%
Treat No Transport (TNT)	\$250	\$250	\$0	0%
Ground Mileage (per mile)	\$15	\$23	\$8	53%

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Update Fees for Ground EMS
2. Friendswood Fee Schedule Proposal_05.2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE SCHEDULE OF FEES FOR "EMERGENCY MEDICAL SERVICES" IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BONDS AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE FEES FOR GROUND EMERGENCY MEDICAL SERVICES PROVIDED BY THE CITY OF FRIENDSWOOD THROUGH THE FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on July 2, 2018, the City Council awarded the provision of Ground Emergency Ambulance Service to Friendswood Volunteer Fire Department, Inc., to provide these services for the City of Friendswood, Texas; and

WHEREAS, on August 6, 2018, the City Council awarded the contract for Emergency Medical Services (EMS) billing and collection services to Emergicon; and

WHEREAS, on September 10, 2018, the City Council authorized the City Manager to negotiate an amendment to the current contract with the Friendswood Volunteer Fire Department to include EMS billing, and the next step for the implementation of EMS billing is to establish fees for Ground Emergency Medical Services; and

WHEREAS, on December 3, 2018, the City Council adopted fees for the emergency medical services to be provided by the City of Friendswood through the Friendswood Volunteer Fire Department; and

WHEREAS, the City Council has reviewed the fees established and believes that the same should be updated in accordance with this ordinance; 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. That the schedule of fees for "Emergency Medical Services" in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to read as follows:

<i>Description</i>	<i>Amount</i>	<i>Code Section</i>
Emergency Medical Services		
(1) Advanced Life Support (ALS) Transport	\$1,300	
(2) Advanced Life Support (ALS) -2 Transport	\$1,500	
(3) Basic Life Support (BLS) Transport	\$1,200	
(4) Advanced Life Support (ALS) Disposables (Flat Rate)	\$400	
(5) Basic Life Support (BLS) Disposables (Flat Rate)	\$200	
(6) Oxygen	\$125	
(7) Specialty Care Transport (SCT)	\$1,883	
(8) Treat No Transport (TNT)	\$250	
(9) Ground Mileage (per mile)	\$23	

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

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 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 5. That this ordinance shall become effective on October 1, 2022, after its date of adoption and its publication, as provided by law.

PASSED and APPROVED on first reading this 1st day of August, 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 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

H:\City Council\Ordinances\2022\08-01-2022\Ordinance - Update Fees for Ground EMS.docx

Friendswood Proposed Fee Schedule



EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

Current Fee Schedule		Proposed Fee Schedule	
ALS-E – A0427	\$1,100	ALS-E – A0427	\$1,300
ALS 2 – A0433	\$1,300	ALS 2 – A0433	\$1,500
BLS-E – A0429	\$1,000	BLS-E – A0429	\$1,200
SCT – A0434	\$1,683	SCT – A0434	\$1,883
ALS Disp – A0398	\$400	ALS Disp – A0398	\$400
BLS Disp – A0382	\$200	BLS Disp – A0382	\$200
O2 – A0422	\$125	O2 – A0422	\$125
Mileage – A0425	\$15	Mileage – A0425	\$23
TNT – A0998	\$250	TNT – A0998	\$250

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: August 1, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first reading of an ordinance approving the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the first reading of a proposed ordinance that approves the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way. Mr. Adam Hill is the owner of the only tract addressed to Hatcher Lane and he is requesting to change the name of the street to Parkside Drive. Mr. Hill's request is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The only property owner affected is the one making the request. Being situated across FM 518 from Stevenson Park, he would like to capitalize on the park theme.

RECOMMENDATIONS

Staff does not have any objections to changing the street name.

ATTACHMENTS

1. Ordinance - Change Name of Hatcher Ln to Parkside Dr
2. Exhibit A Hatcher Ln to Parkside Dr
3. Hatcher Lane Name Change Request

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF HATCHER LANE TO PARKSIDE DRIVE ALONG THE ENTIRE LENGTH OF THE EXISTING RIGHT-OF-WAY, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of City Council to protect the public health, safety, and welfare of the citizens of Friendswood; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety, and welfare of citizens; and

WHEREAS, the City of Friendswood is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 51.001(1) of the Texas Local Government Code provides that the City Council "may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, or order" of the City; and

WHEREAS, Section 51.001(2) of the Texas Local Government Code provides that the City Council "may adopt, publish, amend, or repeal an ordinance, rule or police regulation that . . . is necessary or proper for the carrying out of a power granted by law" to the City or to an office or department thereof; and

WHEREAS, Texas Transportation Code Section 311.001(a) states "[a] home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality"; and

WHEREAS, the City Council finds and declares that it is in the public interest to change the name of a public street as set forth herein; 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 recitals of this ordinance are hereby found to be true and correct.

Section 2. That the name of Hatcher Lane is hereby changed to Parkside Drive along the entire length of the existing right-of-way, as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That the City Manager is hereby ordered and directed to cause the installation of proper street signs and City of Friendswood maps to be amended to reflect the above-described street name change.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. 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 this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 1st day of August, 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 12th day of September, 2022.

MIKE FOREMAN, Mayor

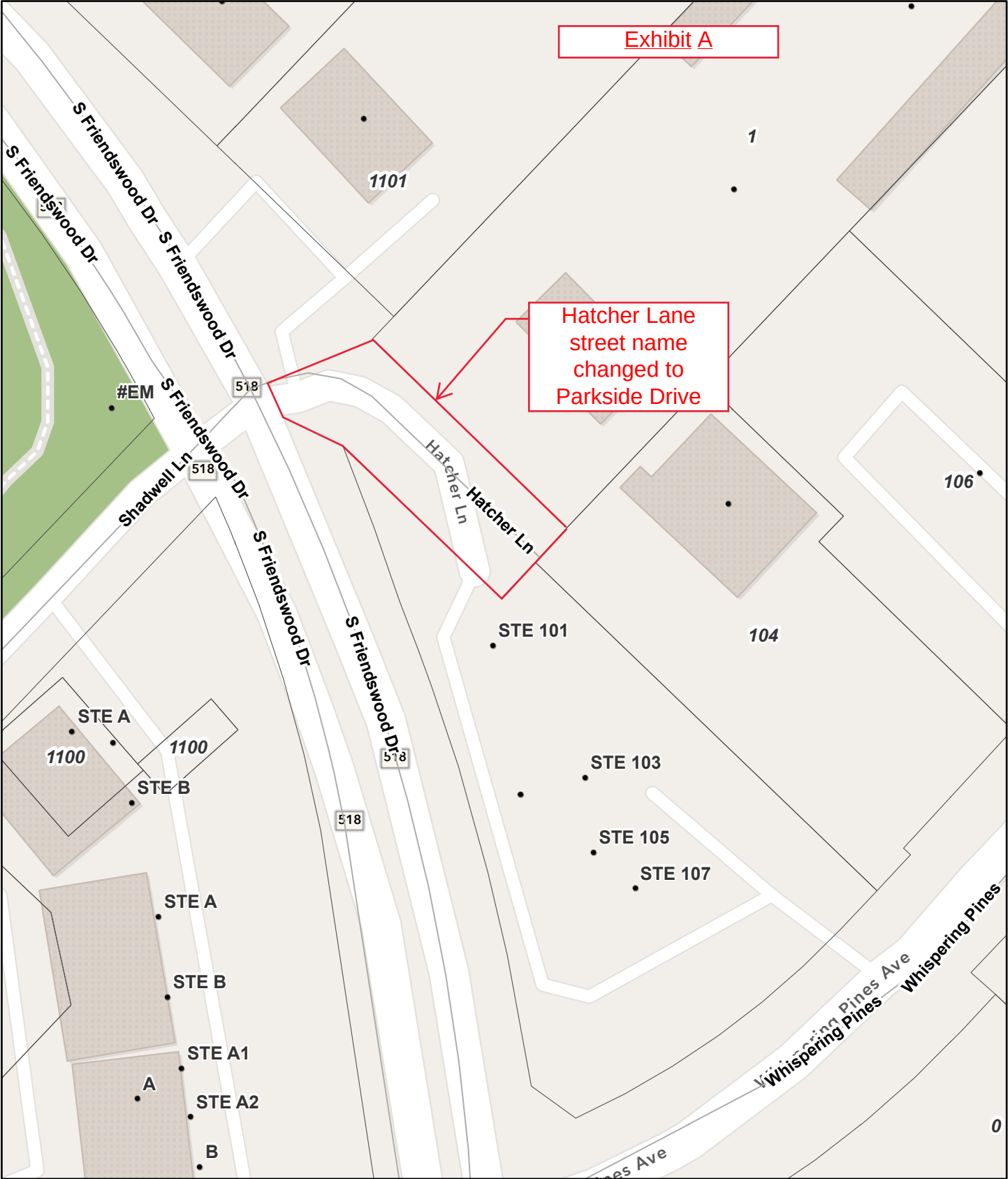
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

Friendswood, Texas



7/14/2022, 5:58:10 PM

 City Limits

• Address Points

— Streets

 Parcels

Parcels Owner Information

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

City of Friendswood Staff

June 30, 2022

Aubrey,

We want to formally request to change Hatcher Lane's name to Parkside drive. We are the only address on Hatcher Lane and feel that the "Parkside" will enhance the desirability of the new office park. We are underway constructing 17000 feet of office space with 84 parking spots. Our goal is to the Stevenson Park theme to the office park. We will also increase parking for the city during holiday nonbusiness hours.

Sincerely

A handwritten signature in blue ink, appearing to be 'JA Hill', written over the printed name.

John Adam Hill

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider the second and final reading of an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers."

Section 614.015 of the Government Code requires law enforcement agencies that employ peace officers to develop and adopt a policy allowing the use of mental health leave for peace officers who experience a traumatic event in the scope of employment. In general, the mental health policy:

1. establishes guidelines under which leave may be granted;
2. provides that leave may be taken without any deduction in employment benefits, seniority, and compensation, including all special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave;
3. allows for up to five (5) days of leave per year as a result of a traumatic event; provided that it is approved by the Chief of Police or ordered by a mental health professional; and
4. provides for the anonymity of the requests and any medical information related to the leave, to the extent allowed by law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Mental Health Leave Policy
2. Exhibit A - Mental Health Leave for Peace Officers

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE PERSONNEL POLICIES OF THE CITY OF FRIENDSWOOD BY ADDING SECTION 8.15 "MENTAL HEALTH LEAVE POLICY FOR PEACE OFFICERS," CONSISTENT WITH SECTION 614.015 OF THE TEXAS GOVERNMENT CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 614.015 of the Texas Government Code provides that law enforcement agencies shall "develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment"; and

WHEREAS, the policy must (i) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave; (ii) entitle a peace officer to mental health leave without a deduction in salary or other compensation; (iii) enumerate the number of mental health leave days available to a peace officer; and (iv) detail the level of anonymity for a peace officer who takes mental health leave; and

WHEREAS, the City of Friendswood's Police Department has developed a policy for mental health leave for peace officers who experience a traumatic event while on duty consistent with state law; and

WHEREAS, the attached policy establishes leave, which is designed to be a resource available for eligible peace officers to support them in maintaining a healthy state of mind while at work and at home; and

WHEREAS, consistent with state law, the policy:

- (a) establishes guidelines under which leave may be granted;
- (b) provides that leave may be taken without any deduction in employment benefits, seniority, and compensation, including all special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave;
- (c) allows for up to five (5) days of leave per year as a result of a traumatic event; provided that it is approved by the Chief of Police or ordered by a mental health professional; and
- (d) provides for the anonymity of the requests and any medical information related to the leave, to the extent allowed by law; 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 recitals of this ordinance are hereby found to be true and correct.

Section 2. That Section 8 "Leave" of the Personnel Policies of the City of Friendswood is hereby amended to include a new Subsection to be numbered and entitled Subsection 8.15 "Mental Health Leave for Peace Officers." Such subsection is attached as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

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 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 5. That this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 11th day of July, 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 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

Exhibit "A"

CITY OF FRIENDSWOOD PERSONNEL POLICIES

Section 8. Leave Subsection 8.13. Mental Health Leave for Peace Officers

Effective Date:

Approved By: **Ordinance No. 2022-__**

Revision Date:

8.15. Mental Health Leave for Peace Officers.

a. Purpose.

The purpose of this policy is to allow the use of Mental Health Leave by eligible Peace Officers employed by the City of Friendswood who experienced a Traumatic Event while on duty. Such leave is designed to be a resource available for eligible Peace Officers to support them in maintaining a healthy state of mind while at work and at home; however, requesting or taking leave is not a requirement for every Traumatic Event.

b. Eligibility.

This policy applies to all eligible Peace Officers within the City of Friendswood Police Department. The Chief will be responsible for communicating and implementing this policy within the Department.

c. Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Friendswood Police Department or his/her designee.

City means the City of Friendswood, Texas.

Confidentiality means a duty of an individual to refrain from sharing confidential information with others about a Peace Officer applying for and/or taking Mental Health Leave under this policy, in accordance with applicable local, state, or federal laws and regulations.

Department means the Police Department of the City of Friendswood.

Mental Health Leave shall mean paid leave granted by the Chief to eligible Peace Officers pursuant to this policy.

Mental Health Professional means a person who by education and experience is professionally qualified to provide counselling interventions designed to facilitate individual achievement of human development goals and remediate mental, emotional, or behavioral disorders, and associated distresses, which interfere with mental health and development. This person must be licensed to provide services in the State of Texas.

Peace Officer means an individual described by Article 2.12, Code of Criminal Procedure, who employed by the City and is licensed by the Texas Commission on Law Enforcement.

Scope of Employment means an activity of any kind or character that has to do with and originates in the work as a Peace Officer of the City and is performed by the Peace Officer while engaged in or about the furtherance of the affairs or business of the City.

Traumatic Event means an event, series of events, incident, or set of circumstances that (i) was experienced by the Peace Officer while on duty during the Scope of Employment; (ii) was physically harmful, emotionally harmful, or life-threatening; and (iii) has the potential to cause lasting adverse effects on the Peace Officer's functioning and mental, physical, social, or emotional well-being outside of the typical setting for the position. Examples include, but are not limited to:

- (a) any officer-involved shooting;
- (b) line of duty death or suicide of a member of the Department;
- (c) any investigations by the Peace Officer involving deaths or serious bodily injury of individuals;
- (d) any investigations by the Peace Officer involving abuse of individuals;
- (e) witnessing of a sudden violent death;
- (f) witnessing severe human suffering; and/or
- (g) experiencing any physical or sexual assault.

d. Procedure.

1. *In General.* The use of Mental Health Leave may be granted after a Peace Officer experiences a Traumatic Event during the Scope of Employment and in accordance with departmental and City policies and procedures. Mental Health Leave is to be used to receive assistance in dealing with the Traumatic Event that was experienced. Eligible Peace Officers must provide a written request for Mental Health Leave to their supervisor(s) or the Chief. For each Traumatic Event, Mental Health Leave may be granted in accordance with this policy.
2. *Leave.* Mental Health Leave for a Traumatic Event shall be (i) at the discretion of the Chief, who will base his/her decision upon the information provided to him/her after the event occurs, or (ii) ordered by a Mental Health Professional. Leave may only be granted as a result of a Traumatic Event.
3. *Leave Request.* Eligible Peace Officers must submit a written request for Mental Health Leave along with documentation supporting such leave to the Chief in order to be considered for Mental Health Leave. The following will suffice as documented justification:
 - (a) physician note or
 - (b) therapist/counselor note.
4. *Review of Mental Health Leave Request.* Upon receipt of a written Mental Health Leave request, the Chief will notify the City's Human Resources Department. The Chief will:
 - (a) review the request;

- (b) determine if the request qualifies for Mental Health Leave;
- (c) approve or deny the request;
- (d) render a decision on the granting of the leave and setting the length thereof no later than five (5) working days following the receipt of the request by the Chief; and
- (e) notify Human Resources of the determination.

5. *Hours of Leave Afforded.* Peace officers who meet all eligibility requirements and are granted are entitled to up to five (5) days (40 hours) of Mental Health Leave per calendar year. All Mental Health Leave taken pursuant to this policy will run concurrently with FMLA or any other leave provided by the City.

6. *Return to Work.* Prior to returning to work after Mental Health Leave, the Peace Officer must provide a letter of clearance by his/her Mental Health Professional indicating he/she is released to return to work with or without reasonable accommodations.

e. Impact on Benefits and Other Leave.

Peace officers on Mental Health Leave will continue to be eligible for all employment benefits, seniority, and compensation, including continuing their special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave. While on Mental Health Leave, the City will not reduce a Peace Officer's sick leave balance, vacation leave balance, holiday leave balance or other paid leave balances in connection with Mental Health Leave taken in accordance with this policy. Sick leave used prior to the approval of the leave by the Chief will be reinstated to the Peace Officer's sick leave balance up to the number of days allowed for the Peace Officer's Mental Health Leave.

f. Confidentiality.

The City will endeavor to keep requests to take Mental Health Leave and any medical information related to Mental Health Leave under this policy confidential to the extent allowed by law. Any request for Mental Health Leave by a Peace Officer shall be treated as confidential by all parties involved and shall not be discussed or disclosed except as necessary to facilitate the use of the leave. Confidentiality may be waived (i) by the Peace Officer seeking Mental Health Leave, (ii) under circumstances which indicate the Peace Officer is a danger to himself/herself or others, or (iii) as necessary to carry out the Department's duties under the law. Additionally, nothing contained herein regarding the confidential nature of the Mental Health Leave shall prohibit the sharing of information with those entitled to access in accordance with state and federal laws and regulations. Information will be kept separate from the eligible Peace Officer's general personnel file. The City cannot guarantee anonymity of information that is otherwise public or necessary to carry out the City's duties in accordance with applicable laws and regulations.

Employees, who participate in gossip or violations of this subsection, may be subject to disciplinary action. If a supervisor becomes aware of a violation of this subsection by another member of the Department, then that supervisor shall take appropriate action to address or report the violation.

g. Other Employment during Leave Prohibited.

Under no circumstances may a Peace Officer on Mental Health Leave engage in outside employment during the period of leave unless expressly authorized in writing in advance by the Chief.

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution approves the City of Friendswood's Public Funds Management and Investment Policy in accordance with Section 2256.005(e) of the Public Funds Investment Act (the "Act"). Pursuant to the Act, the City Council is required to review its investment policy and investment strategies not less than annually. The policy was last reviewed by the City Council on August 2, 2021. There are no recommended changes since the City Council's last review.

At its meeting held on July 25, 2022, the City's Investment Committee conducted its annual review and recommended approval of Investment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Investment Policy
2. Exhibit A - Investment Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT
POLICY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act (the "Act") provides that the City of Friendswood may purchase, sell, and invest funds under its control in investments authorized by the Act in compliance with investment policies approved by the City Council; and

WHEREAS, pursuant to the Act, the City Council is required to adopt both (i) a written investment policy regarding the investment of its funds and funds under its control and (ii) a separate written investment strategy, describing the investment objectives, for each of the funds or group of funds under its control; and

WHEREAS, the City Council, pursuant to the Act, is also required to review the policy and strategies not less than annually; and

WHEREAS, the City Council last reviewed and approved the City's Public Funds Management and Investment Policy, containing both the written policy and strategies required pursuant to the Act, (the "Policy") on August 2, 2021; and

WHEREAS, the City Council, after reviewing the Policy, desires to approve the same; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood, Texas, has reviewed the City's Public Funds Management and Investment Policy (the "Policy"). The Policy approved in Section 3 hereof records any changes made by the City Council.

Section 3. That the City Council of the City of Friendswood, Texas, hereby approves the Public Funds Management and Investment Policy of the City of Friendswood, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4. 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 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

EXHIBIT "A"

CITY OF FRIENDSWOOD, TEXAS INVESTMENT POLICY

August 1, 2022

- I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

- II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Annual Comprehensive Financial Report and include:

General Fund
Special Revenue
Funds Debt Service
Funds Enterprise
Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

- III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity, and yield. The suitability of each investment decision will be made on the basis of these objectives.

- A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation purposes is prohibited.

1. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.

2. Interest Rate Risk – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.
3. Collateralization – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release, and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. **Yield** – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. **Legal Limitations, Responsibilities, and Investment Authority** - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act").

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. **Delegation of Investment Authority** - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act ("PFIA"). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards of Care - To be observed.**

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

- A. **Prudence** - The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:
1. The investment of all funds under the City's control, over which the officer had responsibility; and
 2. Whether the investment decision was consistent with the written investment policy of the City.
- B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the City, the Investment Officer(s) will file a disclosure statement of this fact in writing with the Texas Ethics Commission and the City's governing body.
- C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.
- D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Maximum % of Portfolio</u>
U.S. Treasuries & securities with the U.S. Government's guarantee	Not To Exceed 75%
U.S. Government Agencies and Instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*
*(No more than 50% shall be invested in any single pool.)	

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third-party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on "delivery vs. payment" basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City's investment policy will be included in this annual review.

VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic

outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

- IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:
- A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises ("GSEs"), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations ("CMOs").
 - B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured, or collateralized as stated.
 - C. No-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission subject to the limitations contained in Section 2256.014, Texas Government Code.
 - D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool ("LSIP") and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018,.019 and .0204, Texas Government Code.
 - E. Commercial Paper in accordance with Section 2256.013, of the Local Government Code. The stated maturity must be 365 days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United State or any state.
- X. **Loss of Required Minimum Rating** – Rating status of investments of the City's portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City's investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.
- XI. **Existing Investment Exemption** – The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.
- XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be

maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, "a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with" the City "shall execute a written instrument" (Exhibit "A") "to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between" the City "and the organization that are not authorized by" the City's "investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of" the City's "entire portfolio or requires an interpretation of subjective investment standards."

- XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.
- XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City's investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.
- XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.
- XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated with investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.
- XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in

context of the structure of the overall portfolio.

- A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.
 - B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be highly liquid to allow for flexibility and unanticipated project outlays. The stated final maturity date of any security held should not exceed the estimated project completion date.
 - C. **Debt Service Fund** – In accordance with Section 2256.0208, investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
 - D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using "due-to/due-from" accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City's portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.
 - E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled ("LGIP") account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.
 - F. **Performance Benchmarks** – Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City's investment portfolio.
- XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.
- XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the "Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

**LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE
CITY OF FRIENDSWOOD**

1. BOK Financial Securities, Inc.
2. FHN Financial Capital Markets
3. Hilltop Securities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker-dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section 2256.025.

Name: Katina Hampton, Investment Officer

Date: August 1, 2022

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: August 1, 2022

Date submitted: 07/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under The Oaks" on August 11, 2022.

Originating Department: Community Development

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Friendswood Independent School District (FISD) has requested the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the FISD event "Under The Oaks". This event has become an annual tradition held before the start of the new school year.

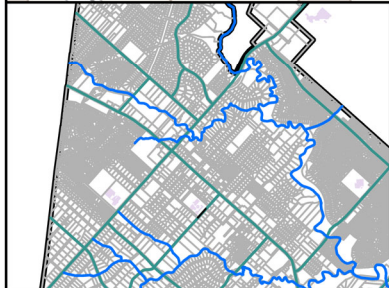
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Approve the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the FISD event "Under the Oaks."

ATTACHMENTS

1. Under the Oaks Road Closure Exhibit



Under the Oaks Road Closure

Friendswood Independent School District

2022

Map created by City of Friendswood Engineering Department



00.02.04 0.07 Kilometers
 0 0.020.04 0.07 Miles

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding a construction contract to Greenscape Six, LLC, for the TxDOT ROW Sidewalk Installation Project.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item awards a construction contract to Greenscape Six, LLC, for the TxDOT Road Sidewalk Installation Project (the "Project") in the amount of \$71,685.

The scope of the Project includes the installation of the sidewalks as noted below:

- 1780 & 1788 S. Friendswood Drive (with retaining walls added);
- 101 Hunters Lane (with retaining walls added);
- 1501 W. Parkwood Avenue;
- 2111 W. Parkwood Avenue;
- 1401 S. Friendswood Dr.; and
- 108 N Friendswood Dr.

The sidewalk installation along TxDOT roads will be partially paid for with funds developers pay into a "Sidewalk Fund" in lieu of installing sidewalks during construction. If the City does not utilize these funds within ten years, funds revert back to the property owners. State law only allows the funds to be used on the property for which the developer paid into the fund.

Funding for the Project will be as follows:

Sidewalk Fund	\$36,880
FY21/22 General Fund Allocation for Street Maintenance	\$34,805
Total	\$71,685

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Construction will deplete the "sidewalk fund" and will result in new sidewalks being constructed in areas previously without sidewalks.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Greenscape Six LLC Contracting Services Agreement
2. Certificate of Insurance
3. Form 1295
4. Payment Bond
5. Performance Bond
6. TX Government Code Verification

CITY OF FRIENDSWOOD

FRIENDSWOOD, TEXAS

CONTRACT DOCUMENTS
FOR

TXDOT ROW SIDEWALK INSTALLATION



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

INSURANCE REQUIREMENTS

PART I: GENERAL

- 1.1 Throughout the term of the Executed Agreement, the Contractor, at their own expense, shall purchase, maintain, and keep in force and effect insurance against claims for injuries to, or death of, persons, or damages to property which may arise out of or result from the Contractor's operation and/or performance of the Work under stated agreement, whether such operations and/or performance be by the Contractor, their agents, representatives, volunteers, employees, or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 1.2 The Contractor's insurance cover shall be primary insurance with respect to the City, its officers, agents, and employees, including the City. Any insurance maintained by the City, its officials, agents, and employees shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City of Friendswood and all subcontractors as an additional insured under its commercial general liability policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 1.3 The following is a list of standard insurance policies along with their respective minimum coverage amounts required per the Contract Documents:
 - A. Workers' Compensation: Statutory.
 - B. Employer's Liability: \$500,000.
 - C. Comprehensive General Liability:
 - a. Bodily Injury:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - b. Property Damage:
 1. \$500,000 per Occurrence.
 2. \$1,000,000 per Aggregate Occurrence.
 - D. Comprehensive Automobile Liability:
 - a. Bodily Injury:
 1. \$500,000 per Each Person.
 2. \$1,000,000 per Accident; or
 3. \$1,000,000 Combined Single Limit (CSL).
 - b. Property Damage:
 1. \$500,000 per Accident.
- 1.4 Upon execution of Standard Agreement, the Contractor shall file with the City valid Certificates of Insurance and endorsements acceptable to the

City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty days (30 D) prior written notice has been given to the City.

- 1.5 The Contractor shall also file with the City valid Certificates of Insurance covering all Subcontractors.
- 1.6 The following general requirements shall apply to all policies:
 - A. AM Best Rating of A- or better.
 - B. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
 - C. The City of Friendswood, its officials, and employees are to be added as an Additional Insured to liability policies.
 - D. Certificates of Insurance showing evidence of insurance coverage shall be provided to the City's representative within ten (10) Working Days after this Agreement is executed.
 - E. All other requirements set in Document 000115[INSERT B, C OR P] - Instructions to [INSERT BIDDERS, OFFERORS OR PROPOSERS].

PART II: NOT USED

PART III: NOT USED

END OF DOCUMENT

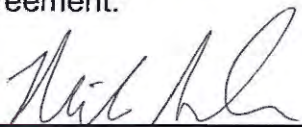
CHILD SUPPORT AFFIDAVIT

"Under Texas Family Code, Section 231.006 a sole proprietorship, corporation or other entity in which a sole proprietor, partner, majority shareholder of a corporation or an owner of ten percent (10%) or more of an other business entity is thirty (30) days or more delinquent in paying child support under a court order or written repayment agreement is not eligible to bid on or receive a state contract."

To comply with Section 231.006, the affidavit below shall be signed by the person who is authorized to sign and submit a bid, and thereby bind the Bidder, and must be returned with the Bid. A failure to do so will result in the disqualification of the Bid.

"I, [INSERT SIGNEE'S NAME], the [INSERT SIGNEE'S TITLE], am authorized to sign this Bid on behalf of [INSERT CONTRACTOR NAME], a [INSERT SOLE PROPRIETORSIP/PARTNERSIP/CORPORATION/OR OTHER ENTITY].

I certify that no [INSERT SOLE PROPRIETOR/PARTNER/MAJORITY SHAREHOLDER OR TEN PERCENT (10%) OR MORE OWNER OR OTHER ENTITY] is thirty (30) days or more delinquent in child support payment required by court order or written repayment agreement."


[INSERT SIGNEE'S NAME]

7-18-22
Date

SWORN AND SUBSCRIBED by me on this 18 day of July,
A. D. 2022.

Notary Public in and for Chambers County, Texas.

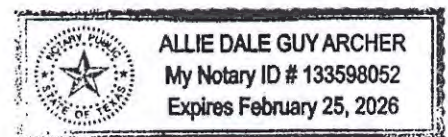

Notary Public Signature

Allie Archer
Print or Type Notary Public Name

NOTARY SEAL

My Commission Expires: _____

END OF DOCUMENT



00135-1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 1 day of August, 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 Greenscape 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:

TxDOT ROW Sidewalk Installation

- 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:

TxDOT ROW Sidewalk Installation

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 Sixty (60) 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 Ninety (90) 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 (\$500.00) 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 City Two Hundred Dollars (\$200) 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 Exhibit A.
- 5.2 TOTAL AMOUNT OF BID is Seventy-One Thousand Six Hundred Eighty-Five Dollars (\$71,685).
- 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 Contractor Payment Application. 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 Five Hundred Thousand Dollars (\$500,000) 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 if 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:

- 9.4 Insurance Requirements
- 9.5 Child Support Affidavit
- 9.8 Standard Agreement for Contracting Services (this agreement)
- 9.9 Texas Workers Compensation
- 9.11 Affidavit of Insurance, and Certificates of Insurance
- 9.12 Alcohol and Drug Free Workplace Policy.
- 9.13 Construction Storm Preparation Policy.
- 9.14 Hazardous Communications Program Requirement Agreement.
- 9.15 Homeland Security Policy.
- 9.16 Texas Ethics Commission Form 1295.
- 9.17 Performance Bond, included herein.
- 9.18 Payment Bond, included herein.
- 9.19 General Conditions.
- 9.20 Supplemental Conditions.
- 9.21 Technical Specifications Divisions 1 through 16
- 9.22 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:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:

Greenscape Six, LLC
Attention: Mike Archer
7020 FM 3180
Baytown, TX 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.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED IN 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 1 day of August, 2022.

ACCEPTED:

PROPOSED AND AGREED TO:

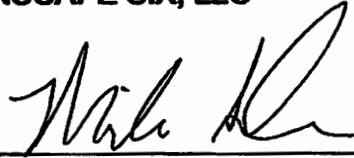
CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

GREENSCAPE SIX, LLC

MAYOR

BY: 
CO-PRESIDENT AND FOUNDER

DATE: _____

DATE: 7-18-22

ATTEST:

ATTEST:

CITY SECRETARY


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

EXHIBIT A



Greenscapes Six

7020 FM 3180
Baytown, Texas 77523
Buyboard Vendor # 4582

Proposal

Date:	6/24/2022
Proposal #	2022-062401
Customer #	2022-FRND

Proposal For:

City of Friendswood
15355 Blackhawk Blvd.
Friendswood, Texas 77546

Contact:

Heather Van Dine
hvandine@friendswood.com
[281-993-3411](tel:281-993-3411)

City of Friendswood Sidewalk Package 3 & 4

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	Masa Sushi				
1	1780 & 1788 S. Friendswood Dr.	1,245	SF	\$ 7.25	\$ 9,026.25
	Retaining Wall	200	LF	\$ 50.00	\$ 10,000.00
	Chara Dance Studio				
2	101 Hunters Lane	740	SF	\$ 7.25	\$ 5,365.00
	Working Around Exiting Hardscape	1	LS	\$ 4,975.00	\$ 4,975.00
	Parwood Plaza - PH1				
3	1501 W. Parkwood Ave.	975	SF	\$ 7.25	\$ 7,068.75
	Double Haul Concrete	975	Sf	\$ 2.00	\$ 1,950.00
	Fountain Plaza				
4	2111 W. Parkwood Ave.	1,175	SF	\$ 7.25	\$ 8,518.75
	Double Haul Concrete	1,175	SF	\$ 2.00	\$ 2,350.00
	Ice Box				
5	1401 S. Friendswood Dr.	2,205	SF	\$ 7.25	\$ 15,986.25
	Double Haul Concrete	2,205	SF	\$ 2.00	\$ 4,410.00
	GC Orthodontist				
6	108 N. Friendswood Dr.	220	SF	\$ 7.25	\$ 1,595.00
	Double Haul Concrete	220	SF	\$ 2.00	\$ 440.00

Sub Total \$ 71,685.00

Sales Tax

Other Comments

Invoices will be submitted at the completion of project or the end of the current month.

Payment will be made by the 15th of the following month

Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.

Grand Total \$ 71,685.00

Greenscapes Six Representative

Client Representative

TEXAS WORKERS' COMPENSATION
In accordance with
28 TAC 110.110
DIVISION OF TEXAS WORKERS' COMPENSATION
TEXAS DEPARTMENT OF INSURANCE

A. DEFINITIONS

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) showing statutory workers' compensation insurance coverage for the persons' or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that the coverage has been extended.

- E. The Contractor shall obtain from each person providing services on the project, and provide to the City:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven days (7 D) after the receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (A) a certificate of coverage, prior to the other person beginning work on the project, and;
 - (B) a new certificate of coverage showing extension of the coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year (1 Yr) thereafter;

6. notify the City in writing by certified mail or personal delivery, within ten days (10 D) after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each other person with whom it contracts, to perform as required by paragraphs (1) – (7), with certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on this project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classifications codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy this breach within ten days (10 D) after receipt of notice of breach from the City.

END OF SECTION

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.

Mike Archer

(Affiant's Signature)

7-18-22

(Date)

SWORN AND SUBSCRIBED by me on this 18 day of July
A.D. 2022.

Notary Public in and for Cherokee County, TX.

Allie Archer

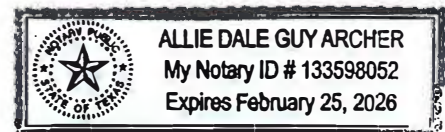
Notary Public Signature

Allie Archer

Print or Type Notary Public Name

NOTARY SEAL

My Commission Expires: _____



END OF DOCUMENT

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 of 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.
- 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

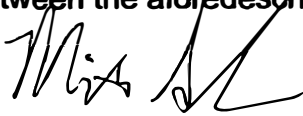
or leased vehicles and equipment wherever located. It also includes premises where the city performs contract services.

- 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.

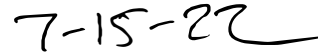
**CONTRACTOR'S CERTIFICATION FOR COMPLIANCE TO
THE CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE POLICIES**

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 7-15-22 by and between the aforescribed and the City of Friendswood, Texas.



**MIKE ARCHER
MANAGING PARTNER**



DATE

END OF DOCUMENT

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

00265-1

- 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

00265-2

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.

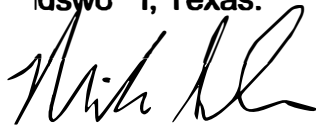
**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**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 AUGUST 1 2022 by and between the aforescribed and the City of Friendswood

Friendswood, Texas.



Signature

MIKE ARCHER

Print Name

GREENSCAPES SIX, LLC

Company Name

COMPANY CONTACTS:

MIKE ARCHER

Contact #1 Name

JOEY TAYLOR

Contact #2 Name

713 501 7456

Daytime Phone Number

832 264 1213

Daytime Phone Number

" "

Nighttime Phone Number

Nighttime Phone Number

LUKE KINCAID

Contact #3 Name

713 492 7252

Daytime Phone Number

Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

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

Contact #2 Name

Hailee Medwedeff
Projects Coordinator
(281) 993-3402
Daytime Phone Number

Contact #3 Name

Rick Watkins
Project Manager
(281) 996-3292
Daytime Phone Number

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

END OF DOCUMENT

**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 TxDOT Road Sidewalk Installation, 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"
- 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. Hazard determination shall involve 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 August 1, 2022 by and between the aforescribed and the City of Friendswood, Texas.



[INSERT CONTACT NAME]
[INSERT CONTACT TITLE]

7-18-22
Date

END OF DOCUMENT

00270-2

HOMELAND SECURITY POLICY

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 August 1, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Mike Archer
Managing Partner



Date

END OF DOCUMENT

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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. 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 the Unit Price Form or 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
- 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 as the City's Standard Agreement.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the City's Standard Agreement.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in the City's Standard Agreement.
- 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 the City's Standard Agreement.
- 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 the City's Standard Agreement., 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 the 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 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.

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 Contractor's work required to make the same 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.
- 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 Contractors 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 Contractor's 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 the 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 the City's Standard Agreement 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 a 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 the 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 Mangers, 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, 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. 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 Contractor's 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.

72. 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.

73. 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.

74. 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).

75. 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.

76. 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.

77. 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, 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.

78. 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

SUPPLEMENTAL CONDITIONS

1. GENERAL

The Provisions of this Section of the Technical Specifications shall govern in the event of any conflict between them and 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

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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 Contractor's 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 within 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 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 and/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. Request for payment shall be accompanied by an 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 Supplemental Conditions, shall also have filed 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 the Standard Agreement.

32. PROJECT REPRESENTATIVE SERVICES

Project Representative Services shall be the responsibility of the Project Manager and these services shall be in accordance with the Standard Agreement 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.

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 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 Unit Price Form or 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: August 1, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The business owner of APA Designs is proposing an addition to the existing structure on the property to expand their business. The property is zoned Downtown District (DD) which allows head-in parking on streets other than FM 518. The six parking spaces required for the business (retail flower shop) will not fit on the property due to the location of the existing structure and very large trees. The owner would like to construct the parking spaces within the right-of-way.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Parking is needed to support the business.

RECOMMENDATIONS

The proposed site plan and building addition plans are being reviewed by staff and will require site plan approval by the Planning and Zoning Commission. As far as the parking spaces, the owner will be required to ensure that the drainage is accounted for and flows to the existing storm sewer system.

ATTACHMENTS

1. 405 Laurel License Agreement
2. Exhibit A - 405 Laurel Parking Spaces
3. 405 Laurel Drive Application_Redacted

LICENSE AND INDEMNITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, Kathy Sue Allegra (the "Licensee") owns the property 0.160 acre (6,955 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas, being out of and a part of Lot 13, Harvey and Stout Subdivision, a subdivision plat of record in Volume 315, Page 79 of the Galveston County Deed Records, being all of that certain tract of land conveyed to Kathy Sue Allegra as described in deed recorded under Galveston County Clerk's File Number 2019042431 (the "Property"); and

WHEREAS, the Licensee filed a request for a License Agreement in order to use publicly owned property for private purposes, namely for the parking for and the expansion of APA Designs, the Licensee's business, located at 405 Laurel Dr. Friendswood, TX 77546 (the "Request"); and

WHEREAS, on August 1, 2022, the City Council considered the Request and authorized the issuance of this License and Indemnity Agreement (the "Agreement") for the following purposes only:

The use of public right-of-way along Laurel Drive, Friendswood, Galveston County, Texas, as more specifically described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, (the "Right-of-Way") for six (6) parking spaces (the "Improvement"); and

NOW, THEREFORE, the City of Friendswood (the "City") and Licensee, in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. LICENSE.

- 1.1 *License.* Subject to the terms and conditions herein, the City hereby grants to the Licensee, for her non-exclusive use, the privilege, license and authority to use the Right-of-Way for the Improvement as indicated herein. This Agreement is expressly contingent upon the Licensee's strict adherence with all terms and conditions contained herein.
- 1.2 *Right of access.* The City reserves the right to enter upon and have access to any portion of the Right-of-Way at any and all times on any matters relating to this Agreement.
- 1.3 *Subordination.* The license granted pursuant to Section 1.1 is made subordinate to the right of the City to use the Right-of-Way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Right-of-Way then in that event, the City shall give the Licensee thirty (30) days' advance written notice of the termination of this Agreement. The determination by the City Manager as to the public necessity of the use of the Right-of-Way shall be final and binding upon the Licensee and the City.
- 1.4 *No Property Right Granted.* This Agreement does not establish any real property rights, franchises or other rights whatsoever in real estate to the Licensee. This Agreement provides limited rights to use and limited rights for access to the Right-of-Way, subject to revocation upon the terms and conditions of this Agreement.

2. USE.

- 2.1 *Permitted use.* Throughout the term hereof and subject to the conditions specified herein, Licensee shall use the Right-of-Way only for the installation, repair and maintenance of the Improvement. Any use of the Right-of-Way not specified in this Section 2.1 is expressly prohibited and shall constitute an Event of Default.
- 2.2 *Limitation of use.* The Licensee understands and agrees that at all times during the term of this Agreement, the Licensee must operate the retail business specified in the recitals hereof on the Property, which must be operational and open to the public during normal business hours. Failure to operate the retail use in accordance with this Section 2.2 shall constitute an Event of Default.
- 2.3 *Not permitted uses.* The Licensee understands and agrees that nothing shall be erected on, over or above the Right-of-Way other than the Improvement, which shall meet and be maintained to meet the requirements of all applicable codes of the City.

3. REMOVAL OF IMPROVEMENT AND RESTORATION OF THE RIGHT-OF-WAY.

- 3.1 *Temporary Removal.* The Licensee agrees to temporarily remove the Improvement or cease using the same for a temporary period of time at request of the City, if same obstructs the City's maintenance or construction activity within the Right-of-Way or the property adjacent thereto. The temporary removal or cessation of use shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.2 *Emergency removal.* The Licensee shall remove, remedy or otherwise abate any condition on the Right-of-Way, which the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Such removal, remedy or abatement as specified by the City must be performed within forty-eight (48) hours of being notified by the City of the need for the emergency removal. The removal, remedy and/or abatement shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.3 *Removal at Expiration or Termination of Agreement.* The Licensee shall remove the Improvement or any portion thereof, as requested by the City Manager, at the expiration or termination of this Agreement. The removal shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.4 *Restoration.* Immediately after removal of all or a portion of the Improvement, the Licensee shall restore the Right-of-Way to same or better condition which the Right-of-Way was in on August 1, 2022, in accordance with the requirements of the City Engineer and/or Building Official, as applicable.
- 3.5 *Failure to Remove and/or Restore.* Should the Licensee fail to remove the Improvement and/or restore the Right-of-Way in accordance with Section 3 of this Agreement, the City shall have the right (i) to remove the Improvement or any portion thereof, which is not timely removed by the Licensee, and (ii) to restore the Right-of-Way, which is not timely restored by the Licensee.

- 3.5.1 The City shall assess the costs of the removal and/or restoration plus an administrative fee of 10% of such cost to the Licensee.
- 3.5.1 The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor.
- 3.5.2 Failure to timely pay the invoiced amount shall constitute an Event of Default and the City shall have the right to place a lien on the Property for the associated cost and administrative fee, which lien shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law.

4. TERM/TERMINATION.

- 4.1 *Term.* The term of this Agreement will be for ten (10) years, and will commence August 1, 2022, ("Commencement Date") and will terminate on July 31, 2032, unless sooner terminated as provided in this Agreement.
- 4.2 *Termination for Cause.* This Agreement may be terminated by either party for cause for an Event of Default or a violation of any provision of this Agreement, which is not cured by the non-breaching party within thirty (30) days after receiving written notice of the Event of Default or violation. In the event of termination for cause, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee.
- 4.3 *Termination for convenience.* This Agreement may be terminated by either party for convenience upon giving ninety (90) days written notice of such termination. In the event of termination for convenience, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee, unless this Agreement is terminated for convenience by the City and the Licensor requests a refund. In such an event, the refund shall be prorated based upon the number of months left in the term for which the Licensee has paid in advance.
- 4.4 *Effect of Termination.* Upon the termination of this Agreement, the license granted herein shall become null and void.

5. CONDITIONS.

- 5.1 *Compliance with Law.* This license is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.
- 5.2 *Permits Required.* Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, or other pertinent City boards or departments.

- 5.3 *Annual Fee.* The Licensee shall pay to City an annual fee for the license granted herein. The fee shall be TEN DOLLARS (\$10) per year, payable in advance to the City of Friendswood, Texas. Failure to timely pay shall constitute an Event of Default.

6. INDEMNIFICATION, RELEASE, AND INSURANCE.

- 6.1 *Disclaimer of liability.* During the term of this Agreement, the City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Licensee's construction, maintenance, repair, use, or condition of the Right-of-Way and/or any improvements thereon.
- 6.2 *Assumption of risk.* By taking possession of the Right-of-Way, the Licensee accepts the Right-of-Way in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Right-of-Way and the City shall not be liable for any latent or patent defect in the Right-of-Way. The Licensee undertakes and assumes for her officers, agents, contractors and subcontractors, employees, customers and the public (collectively "Licensee" for the purpose of this section), all risk of dangerous conditions whether patent or latent, obvious or undiscoverable, and regardless of whether the City should have known of such dangerous conditions, if any, on or about the Right-of-Way.
- 6.3 *No liens.* The Licensee agrees that no claim or lien may be filed against Right-of-Way for work, labor, materials or supplies provided or supplied to the Licensee, concerning the installation, construction, maintenance or use of the Right-of-Way or the Improvement. Should such claim or lien be filed, the Licensee, upon the written request of the City, shall cause such claim or lien covering the Right-of-Way to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.
- 6.4 INDEMNIFICATION.

THE LICENSEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF THE LICENSEE'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, GUESTS, OR INVITEES, ON OR ABOUT THE RIGHT-OF-WAY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY

OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES, INVITEES AND/OR GUESTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR THE (II) THE NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES INVITEES AND/OR GUESTS. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, THE LICENSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. It is expressly agreed and understood by the parties hereto that the indemnity provided in this section shall survive the expiration or earlier termination of this Agreement.

- 6.5 *Release.* The Licensee assumes full responsibility for all Licensee's actions as well as those of her officers, contractors, agents or volunteers while on the Right-of-Way and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 6.6 *No Consent to Litigation.* 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 Contract 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.

6.7 *Insurance.* Throughout the term of this Agreement, The Licensee shall maintain insurance coverage of the type and amount hereinafter indicated. The Licensee shall provide to the City an insurance certificate evidencing the following coverage in the minimum limit indicated hereinbelow:

- Commercial General Liability
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - The City, its officials and employees are to be added as additional insured to this commercial general liability policy.
 - A waiver of subrogation in favor of the City shall also be required on such policy.
 - Coverage shall be broad form CGL.
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Prior to or upon the execution of this Agreement and before commencing any of the work, The Licensee shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Prior to the end of each coverage period during the term of this Agreement, new Certificates of Insurance must be filed with the City evidencing continuation of coverage.

The following are general requirements, which are applicable to the required policy:

- All insurance coverage required herein shall be written by a carrier with an A.M. Best Rating of A-:VII or higher in accordance with the current Best Key Rating Guide.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- Claims-made policies will not be accepted.
- The CITY, its officers, agents and employees are to be added as "Additional Insureds" to the policy. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officers, agents or employees.
- A waiver of subrogation in favor of the CITY must be included.
- Upon request, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the CITY at no cost to the CITY.

6.8 *No Arbitration.* Notwithstanding anything to the contrary contained in this Agreement, the City and the Licensee hereby agree that no claim or dispute between the City and THE

LICENSEE 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, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Licensee consents to be joined in the arbitration proceeding if the Licensee's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

7. GENERAL PROVISIONS

- 7.1 *Entire Agreement.* This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 7.2 *Severability.* The phrases, clauses, sentences, paragraphs and sections of this Agreement are severable; and, if any phrase, clause, sentence paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
- 7.3 *Notice.* Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

CITY OF FRIENDSWOOD
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

LICENSEE
Kathy Allegra
405 Laurel Drive
Friendswood, TX 77546

- 7.4 *Choice of Law.* The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 7.5 *Venue.* Exclusive venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 7.6 *Assignment.* This Agreement shall not be assigned without the prior written consent of City.
- 7.7 *Construction.* Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- 7.8 *Non-Waiver.* 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 hereunder upon

7.9 *Remedies Cumulative.* No right or remedy granted herein or reserved to the City is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

7.10 *Construction.* The article and section 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

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

7.12 *Multiple Originals.* It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

LICENSEE

KATHY SUE ALLEGRA (Date)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 2022.

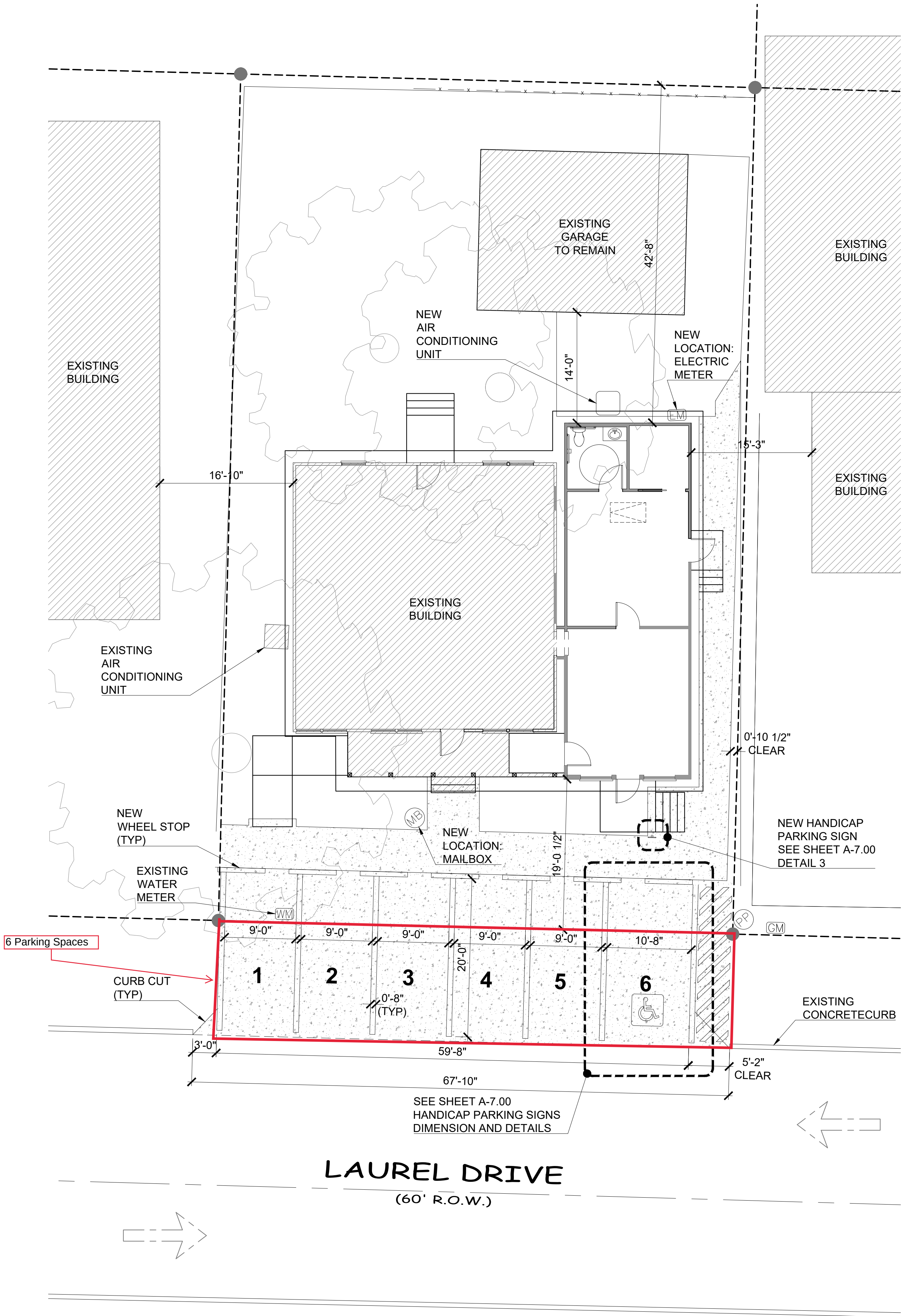
Notary Public In and For the State of Texas
My Commission Expires:

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager (Date)

ATTEST:

LETICIA BRYSCH, City Secretary



01 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

NOTE:

APPROVAL OF THE SITE PLAN WILL EXPIRE ONE YEAR AFTER THE APPROVAL OF THE SITE PLAN BY THE COMMISSION. UPON EXPIRATION OF THAT TIME, THE APPLICANT MUST RESUBMIT A SITE PLAN THAT CONFORMS TO CURRENT ORDINANCES. PROVIDED HOWEVER THE APPLICANT MAY REQUEST AN EXTENSION IN WRITING, WHICH MAY BE GRANTED BY THE COMMISSION, FOR A PERIOD NOT TO EXCEED A TOTAL OF SIX (6) MONTHS.

PARKING TABLE:

PER APPENDIX C OF THE DCM
RETAIL TRADE 4 SPACES PER 1000 SQUARE FEET
NON-STORE RETAILERS 1 SPACES PER 1000 SQUARE FEET

RETAIL SPACE:
EXISTING RETAIL SPACE - 600 SQUARE FEET
NEW FLORIST SHOW ROOM - 300 SQUARE FEET

TOTAL - 900 SQUARE FEET
1SPACES PER 250 SQUARE FEET
3.6 SPACES REQUIRED

WORK SPACES:
EXISTING FLORAL ROOM - 539.0' SQUARE FEET
NEW FLORAL DESIGN WORK ROOM - 431 SQUARE FEET

TOTAL - 970.0 SQUARE FEET
1 SPACE PER 1000 SQUARE FEET
1.5 SPACES REQUIRED

EXISTING GARAGE / STORAGE 350.0 SQUARE FEET

TOTAL SPACES REQUIRED 5.1 SPACES
FURNISHED:
1- 13'-4"x18' ADA SPACES
5- 9X18' SPACES

TOTAL 6 SPACES

FLOOR PLAN NOTES:

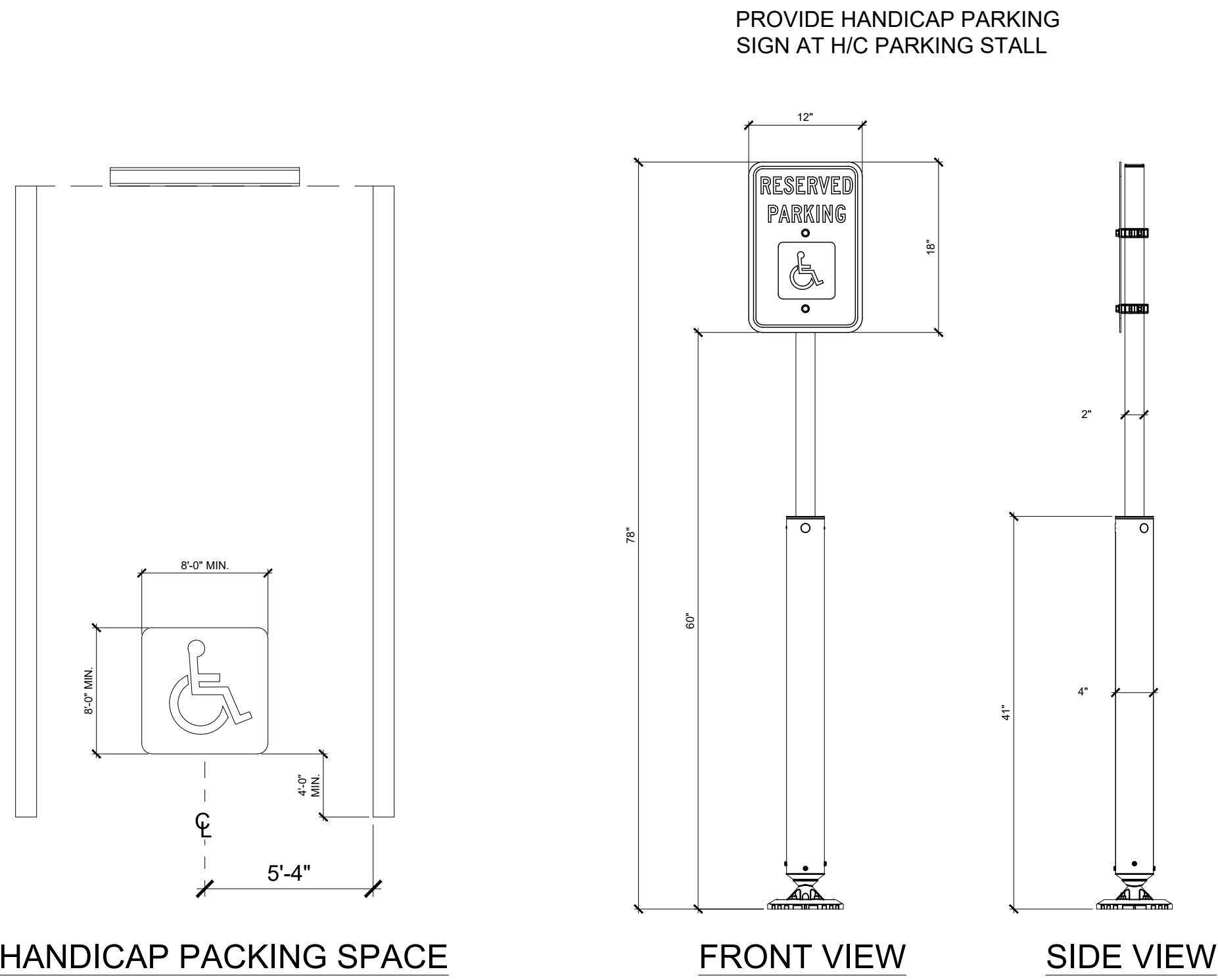
EXISTING STRUCTURE 1139.0'
NEW STRUCTURE 731.1'
NO-RETAIL GARAGE STORAGE 530.0'
TOTAL 2332.1'

TOTAL LOT SIZE 6955.0'
TOTAL COVERAGE 34.5%

LEGEND

- EXISTING TO REMAIN
- TO BE DEMOLISHED
- EXISTING DOOR
- EXISTING WINDOW
- NEW CONCRETE

ZERO FOOT SETBACK IN DOWN TOWN DISTRICT



HANDICAP PACKING SPACE

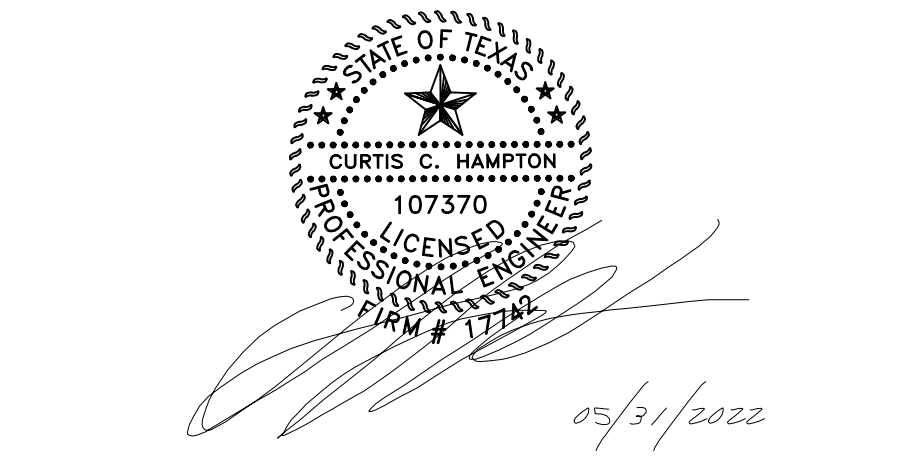
FRONT VIEW

SIDE VIEW

02 HANDICAP PARKING SIGNS
NTS

Revisions:		
#	DATE	DESCRIPTION OF CHANGE
0	05/31/2022	ISSUED FOR CONSTRUCTION

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR UTILIZED IN ANY FORM WITHOUT PRIOR WRITTEN AUTHORIZATION OF "COBALT".



NOTE: SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES



12005 DELANY ROAD • LA MARQUE, TEXAS • 409.354.5925

CLIENT:
BUSINESS OWNER
PROJECT LOCATION OR ADDRESS:
405 LAUREL DRIVE
FRIENDSWOOD, TEXAS 77546

PROPSED SITE PLAN

DRAWN BY:	GEA	CHECKED BY:	CCH
PROJECT #:	22-0188	SCALE:	N.T.S.
DATE:	05/31/2022		22-0188-A-0.20



Request for License Agreement

License agreements are required to use publicly owned property for private purposes such as parking, signage, or landscaping. Approval of the agreement by City Council gives a property owner permission to use the property in the manner stated within the agreement along with any special conditions or maintenance requirements.

Address/Property Location: 405 LAUREL DR

- ☐ Provide a plat or metes and bounds description of the property

Property Owner Name: KATHY ALLEGRA

Phone Number: [REDACTED] Email Address: [REDACTED]

Agent (if different than property owner): _____

Phone Number: _____ Email Address: _____

Reason for Request:

PARKING For New Business & expansion.

Special Conditions/Terms of Use:

Parking spaces For my Business & Future growth.

Time period for requested use of property:

My Building was built 1948 & I plan on growing my business in Friendswood For the 20 years

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving an interlocal agreement with Galveston County for the FY2023 Meal Program.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves an interlocal agreement with Galveston County (the "County") for the FY2023 Meal Program (the "Agreement").

Under this Agreement, the County provides meals to eligible participants of the Friendswood Senior Citizen Program at the Activity Building for a term beginning October 1, 2022 and ending on September 30, 2023. There is no fiscal impact to the City, as the meals provided are to eligible participants only.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to approve would eliminate meals for the Senior Citizen Program.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022-2023 Congregate Meal Service Agreement



Galveston County Parks & Cultural Services

Congregate Meal Service Agreement

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below)**. The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

Effective Date: October 1, 2022

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

Days of the week:

- **Monday-Friday**

Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood**.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of Friendswood will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 1:30pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$6.59 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

Mark A. Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

Signature: _____ Date: _____

Galveston County Parks & Cultural Services, Director

Julie Diaz

4102 Main Street

La Marque, TX 77568

Signature: _____ Date: _____

Primary Representative, Name: _____ (print)

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

Signature: _____ Date: _____

Alternate Representative, Name: _____ (print)

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

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: August 1, 2022

Date submitted: 07/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Memorandum of Understanding regarding the Fire and Rescue Services Agreement to update such agreement with the proper name of the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the Memorandum of Understanding ("MOU") regarding the Fire and Rescue Services Agreement (the "Agreement") to update such agreement with the proper name of the Friendswood Volunteer Fire Department. The City and the Friendswood Volunteer Fire Department entered into the Agreement on September 30, 2019. However, the Agreement references the FVFD as the "Friendswood Volunteer Fire Department, Inc.," rather than the "Friendswood Volunteer Fire Department." As such, this MOU replaces the incorrect name with the correct name of the FVFD throughout the Agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MOU Fire Agreement - Final
2. FVFD Tx Government Code Verifications
3. Form 1295 Certificate FIRE

**MEMORANDUM OF UNDERSTANDING
REGARDING THE
FIRE AND RESCUE SERVICES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, On September 30, 2019, the City of Friendswood (the "CITY") entered into the Fire and Rescue Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department ("FVFD"), after issuing a request for proposals for such services; and

WHEREAS, the Agreement, however, included the incorrect name of the FVFD;

WHEREAS, the parties wish to clarify in this Memorandum of Understanding (the "Memorandum") that the Agreement is with the FVFD, rather than the Friendswood Volunteer Fire Department, Inc.;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Clarification. The CITY and the FVFD hereby agree that all references to "Friendswood Volunteer Fire Department, Inc." in the Agreement shall be replaced with the "Friendswood Volunteer Fire Department," which is the correct name of the Texas nonprofit corporation.
2. Conflicts. The provisions of this Memorandum and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of this Memorandum shall control.
3. Entire Agreement. This Memorandum and the Agreement replace and supersede all prior agreements for Fire and Rescue Services by and among the CITY and the FVFD and supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum 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, this the ____ day of _____, 2022, the date of signature by the City Manager.

**CITY:
CITY OF FRIENDSWOOD**

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

**FVFD:
FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT**

Signature

Printed Name

Title

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, _____, the undersigned notary public, on this day personally
appeared _____, in his/her capacity as _____ of
the Friendswood Volunteer Fire Department, on behalf of such corporation,

_____ 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 _____, 2022.

Notary Public in and for the State of
Texas

My commission expires: _____

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: August 1, 2022

Date submitted: 07/28/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider ratifying the City Manager's completion of the Houston-Galveston Area Council Regional Mitigation Program MOD Funding Form.

Originating Department: City Secretary

Degree of importance: High.

SUMMARY / ORIGINATING CAUSE

The Texas General Land Office (GLO) allocated \$488,762,000.00 to the Houston-Galveston Area Council (H-GAC) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas Community Development Block Grant Mitigation (CDBG-MIT) Action Plan, as amended. Through the preliminary H-GAC MOD posted for public comment, City of Friendswood (the "City") is included as a potential recipient of funding in the amount of \$4,636,100.00; however, this amount is subject to change until final approval by the GLO.

In order for the City to receive funds allocated through the MOD, a City official must complete and return the H-GAC form accepting funding through the Regional Mitigation Program, no later than August 5, 2022. On July 28, 2022, City Manager Morad Kabiri completed, signed, and returned such form for the City of Friendswood. This item allows the Council to ratify Mr. Kabiri's completion of the form, which is attached to the agenda for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Eliminates the City's ability to receive the \$4,636,100.00 in funding as well as other funding opportunities through this program, which eliminates the City's ability to pay for certain projects identified by these funds.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MIT_COG_MOD_Funding_Acknowledgment_Form



To accept or decline the funds allocated through the Houston-Galveston Area Council conditionally approved preliminary Method of Distribution, please sign and return this form to H-GAC by August 5, 2022.

- You may sign this form and return it by mail to: Houston-Galveston Area Council, Attn: Cheryl Mergo, P.O. Box 22777, Houston, TX 77227-2777
- You may sign this form and return an electronic (scanned) copy by email to cdbgmitigation@h-gac.com
- You may hand-deliver this form during regular business hours to Houston-Galveston Area Council, Attn: Cheryl Mergo, 3555 Timmons Lane, Suite 100, Houston, Texas 77027
- You may hand-deliver this form to H-GAC staff during a Public Hearing from 5:30 to 7:30 p.m. June 21, at H-GAC
- You may complete this form online at <https://form.jotform.com/221773540415048>

I, Mord Kabiri, City Manager, the designated official of City of Friendswood, Texas :
Print Name Print Entity Name

☒ Acknowledge and **accept funding** through the Regional Mitigation Program.

☐ Acknowledge and **decline funding** through the Regional Mitigation Program.

A handwritten signature in blue ink, appearing to read 'Mord Kabiri', is written over a horizontal line.

Designated Official Signature

07/28/2022

Date

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: August 1, 2022

Date submitted: 06/28/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider adopting the appointments of the City Council Liaisons to Committees, Boards, and Commissions.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to adopt the appointment of the City Council Liaisons to the City's Board, Committees, and Commissions for a one-year term beginning immediately and expiring at the next regularly scheduled meeting following the canvass of the May 6, 2023, General Election. The liaisons serve as Council representation at various meetings with volunteer boards, commissions, and committees. This list of proposed liaisons is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff has no recommendation for this item.

ATTACHMENTS

1. 2022-2023 Council Liaisons FINAL

FRIENDSWOOD CITY COUNCIL LIAISONS 2022-2023

COUNCILMEMBER	COMMITTEE
Robert Griffon Trish Hanks (alternate)	Clear Creek Watershed Steering Committee
Sally Branson Brent Erenwert (alternate)	Community & Economic Development Committee
John Scott Trish Hanks (alternate)	4 th of July Steering Committee
Robert Griffon Trish Hanks (alternate)	Galveston County Consolidated Drainage District
All City Council Members	Galveston County Mayors' & Councils' Association
Mike Foreman Steve Rockey (alternate)	Gulf Coast Authority
Sally Branson Mike Foreman (alternate)	H-GAC
All City Council Members	Harris County Mayors' & Councils' Association
Staff/CMO	Homeowner's Associations
Trish Hanks Brent Erenwert (alternate)	Keep Friendswood Beautiful
Steve Rockey Sally Branson (alternate)	Library Board
Trish Hanks Sally Branson (alternate)	Planning & Zoning Commission
Mike Foreman Steve Rockey (alternate)	Senior Citizens Advisory Committee
Steve Rockey John Scott (alternate)	Zoning Board of Adjustment & Appeals

None Required: Investment Committee, Construction Board of Adjustment & Appeals and Charter Review Commission

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Zoning Board of Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item is being brought back to the Council for action as the appointments noted in the July 11, 2022, Council Meeting agenda identified the wrong board. This item correctly identifies the Zoning Board of Adjustment and Appeals for the appointment of the members listed below.

- Reappointment of Glen Grayban and Michael Fernandez as regular members, and Megan McKay as an alternate member to the Zoning Board of Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025; and
- The appointment of Jason Byers from an alternate to a regular member for the same term to replace Mr. Clay Smith who does not desire reappointment; thus, leaving another vacancy for a total of three for alternate members on this board.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Byers, Jason - Volunteer Application_Redacted
2. Fernandez, Michael - Volunteer Application_Redacted
3. Grayban, Glen - Volunteer Application_Redacted
4. Mckay, Megan - Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Jason Byers HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]

OCCUPATION: Procurement

SPECIAL INTERESTS AND TALENTS: Expert Negotiator

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Appeals Board

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☒ PLANNING & ZONING COMMISSION
- ☒ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☒ COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☒ INVESTMENT COMMITTEE
- ☒ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☒ SUMMER

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☒ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Available as city needs

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

[illegible]

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

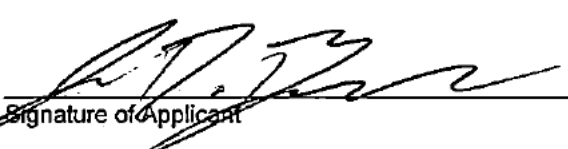
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I have a business degree. I work in Procurement and understand People & Policies. I have 7 young children so I am vested in the future of Friendswood. Extensive in contract management & vendor management

Please list any civic or community endeavors in which you have been involved: Citizen Advisory Action Committee - School Safety Committee, Church Council President, Boy Scouts of America Church Call Committee, FLSA coach ZBOA Member

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

March 1, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Zoning Board of Appeals

2018-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME:

ADDRESS:

PHONE:

NAME:

ADDRESS:

PHONE:



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MICHAEL FERNANDEZ

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND

COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT
MANAGEMENT

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☒	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐	COMMUNITY & ECONOMIC DEVELOPMENT
☐	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☐	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

☒	WEST RANCH MANAGEMENT DISTRICT
☐	ANIMAL SHELTER ADVISORY COMMITTEE
☐	VOLUNTEER FIRE DEPT/EMS
☐	CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

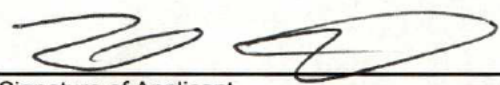
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR, ARBITRATOR, PHD CANDIDATE INDUSTRIAL &
ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM
HARRIS, COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDS WOOD
BEAUTIFUL

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

KEEP FRIENDSWOOD BEAUTIFUL
ZONING BOARD OF ADJUSTMENTS & APPEALS

SEPT 2017 - CURRENT
MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADAM

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: MARY DAWILA

ADDRESS: [REDACTED]

PHONE: [REDACTED]



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glen Grayban

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Systems Engineer

SPECIAL INTERESTS AND TALENTS: International IT / Programming / 3D CADD / Drone Pilot

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: ZBOA

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

PLANNING & ZONING COMMISSION
X ZONING BOARD OF ADJUSTMENT & APPEALS
 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 COMMUNITY & ECONOMIC DEVELOPMENT
X CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 INVESTMENT COMMITTEE
 FRIENDSWOOD DOWNTOWN ECONOMIC
 DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

X	LONG-TERM PROJECTS
X	SHORT-TERM PROJECTS
	DAYTIME
	EVENING
	SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 x _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I would like to keep volunteering with the city of friendswood and would be happy to be placed where you think I could do the most good. My education and experience in my engineering days lend itself to zoning and understanding maps and construction drawings. With my information systems background, I may be useful on any committees geared for digital infrastructure of the city both wired and wireless.

Thank you for your consideration.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

My education and work background transitioned over the years from Surveying, Architecture and Engineering to programming engineering software, Systems Engineering, Executive IT Management (CIO). I have undergrad degrees both in Engineering Design and Information Systems. I also have a graduate degree in Management Information Systems.

Please list any civic or community endeavors in which you have been involved: Over the years I have volunteered as a director of Friendswood Lakes HOA (2001 - 2015), a director and Parade Marshal for Krew of Gambrinus (2008 - 2013). I have volunteered at Mary Queen during spring fling and sorting out various IT issues. I installed a complete network with servers at St. Clare of Assisi pro bono in 2003. I currently do pro bono programming and drone photography.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Glen Grayban
Signature of Applicant

04/20/2020

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

ZBOA

2010 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kevin Holland

ADDRESS:

PHONE:

NAME: David Smith

ADDRESS:

PHONE:

CC: M & CC

Aubrey Harbin, CDD
James Toney, P&R
Karen Capps, CMO
Katina Hampton, ASO
Matt Riley, Library
Matt Wise, PD
Sandra Flores



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Megan McKay HOME PHONE: —
HOME ADDRESS: [REDACTED] WORK PHONE: —
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Marketing Specialist

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: —

AREAS OF INTEREST

Please indicate your primary and secondary interests.

1 - being top interest

PLANNING & PRESERVATION

- ☒ 6 PLANNING & ZONING COMMISSION
- ☒ 7 ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☒ 2 COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ 5 CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☒ 4 INVESTMENT COMMITTEE
- ☒ 3 FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☒ LIBRARY BOARD
- ☒ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☒ ANIMAL SHELTER ADVISORY COMMITTEE
- ☒ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

*Very interested in planning & preservation.
Being part of Keep Friendswood
Beautiful & Community/Economic Development
would be meaningful work. I'd also be
happy helping the library, animal
shelter, and the Fire Department. I find
economics fascinating. I'd like to
see Friendswood grow and change for
the better. Getting the community
more involved would be great!*

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 24 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BS in Marketing

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

5/29/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Janet Mickey

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Hunter Cochfield

ADDRESS: [REDACTED]

PHONE: [REDACTED]

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: August 1, 2022

Date submitted: 07/26/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the Mayor to cast the City of Friendswood's official ballot for the Galveston County Mayors and Councilmembers Association selection of President and Vice-President for a term beginning September 14, 2022, and ending on September 11, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to authorize the Mayor to cast the City of Friendswood's official ballot for the Galveston County Mayors and Councilmembers Association ("GCMCA") selection of President and Vice-President for a term beginning September 14, 2022, and ending on September 11, 2024.

Article II "Membership" of the GCMCA's Rules and By-Laws states that any incorporated city in Galveston County is eligible for membership. Said membership elects its officers to serve two-year terms beginning and ending at GCMCA's September Regular Meeting.

In order to serve as a President or Vice-President, the individual must have been a member of GCMCA for at least one year and serve as either a mayor or councilmember of a member city. Additionally, the Office of Secretary/Treasurer is typically held by the City Secretary for the declared President.

Please be advised that per Article VIII "Voting", each member city has one vote that shall be cast by the Mayor, County Judge or authorized member. As such, attached is the official ballot for the selection of officers for 2022-2024 with the Mayor's selections. The ballot is to be returned to GCMCA's Secretary via email to citysecretary@friendswood.com no later than Wednesday, September 7, 2022, at 5:00 p.m. The votes will be counted at GCMCA's Regular Meeting to be held on September 14, 2022, where the new slate of members will be installed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Friendswood GCMCA 2022-2024 Official Ballot



**Galveston County Mayors &
Councilmember's Association
(GCMCA)
OFFICIAL BALLOT
Selection of Officers for 9/2022 – 9/2024**

Mike Foreman, President
Mayor, City of Friendswood

Carl Joiner, Vice President
Mayor, City of Kemah

Leticia Brysch,
Secretary/Treasurer
City Secretary, City of Friendswood

Article II "Membership" of the Galveston County Mayors and Councilmember's Association (the "Association") Rules and By-Laws (the "Rules"), states in part that any incorporated city in Galveston County shall be eligible for membership. Said membership elects its officers to serve two-year terms beginning and ending at the Association's September Regular Meeting.

In order to serve as a President or Vice-President, the individual must have been a member of the Association for at least one year and serve as either a mayor or councilmember of a member city. Additionally, the Secretary/Treasurer is typically held by the City Secretary for the declared President.

Please be advised that per Article VIII "Voting" each member city has one vote that shall be cast by the Mayor, County Judge or authorized member. As such, below is the selection of Officers for 2022-2024, please have your Mayor, County Judge or authorized member cast your vote by selecting one or none for each position listed below and return it via email to citysecretary@friendswood.com no later than, Wednesday, September 7, 2022, at 5:00 P.M.

POSITION – PRESIDENT:

Select one or none:

☒

Mayor Carl Joiner, City of Kemah

POSITION – VICE PRESIDENT:

Select one or none:

☒

Mayor Dedrick Johnson, City of Texas City

Completed and submitted by:


Signature

Name: Mike Foreman

Position: Mayor

City: City of Friendswood, Texas

The ballots will be compiled and tallied at the September 14th Association Meeting. If you have any questions, please feel free to call our offices at 281-996-3270 and ask for Lettie Brysch or Renee Kross.

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: August 1, 2022

Date submitted: 07/20/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the Ranch Express Paving Infrastructure Project, which commences the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows Council to accept the Ranch Express Paving Infrastructure Project (the "Project"). Once the Project is accepted as being finally complete, the one-year maintenance period begins.

The Project included the construction of 350 linear feet of paving infrastructure on Old Road adjacent to the new Ranch Express convenience store. City Staff inspected the Project and found it to be built in compliance with City's specifications.

The City has received a one-year maintenance bond from the contractor Mike Construction, Inc., to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

350 linear feet of concrete road was built to replace the previously unpaved Old Road, which is located adjacent to the new Ranch Express convenience store.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Notice of Final Completion - Ranch Express
2. Substantial Completion Letter - Ranch Express
3. Ranch Express One-Year Maintenance Bond

NOTICE OF FINAL COMPLETION

PROJECT NAME: RANCH EXPRESS

1.1 DATE OF FINAL COMPLETION

On 6/15/22 the Engineering Department received notification that the Contractor, Mike's Construction, Inc., wished to declare the Work on the above referenced project being complete and all the Work being acceptable to the City.

A site visit was carried out on 6/15/22 by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Contractor.

1.2 PUNCH LIST

Contractor certified in Contractor's Certification of Final Completion that all Punch List items were completed or corrected.

The Project Manager scheduled a review of punch list items on 6/15/22 and the project is now considered to be complete since those items on the punch list have been corrected or otherwise brought into compliance with the Contract and that such correction has been demonstrated to the City.

Failure by the City to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate shall not relieve the Contractor of the responsibility to comply with all provisions of the Contract.

1.3 ONE-YEAR MAINTENANCE PERIOD

With the issuance of this Notice, the project is considered and accepted as Final and that the Contractor's warranty period of one (1) year began on the date of Final Completion, or as stated in the contract if different, and shall remain in effect until August 14, 2023. The Contractor shall provide the City with a One-Year Maintenance Bond in the amount of \$100,000 to secure this warranty. All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers under the One-Year Maintenance period, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shutdown of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work.

At the end of the One-Year Maintenance Period, it is incumbent on the Contractor to contact the City to schedule a One-Year Maintenance walk-through. At that time, a list of deficient items shall be given to the Contractor who shall remedy the items in an expeditious manner. The One-Year Maintenance Bond shall be written so as to remain

00615-1

in effect until completion of all items and a Certificate of One-Year Maintenance Acceptance is issued to the Contractor and to the bonding company.

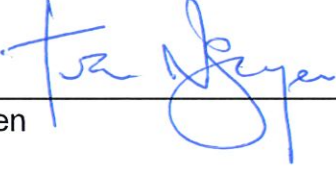
Contractor shall contact the City's operations staff at 281-993-3411 for scheduling any corrective or warranty work on the project. The Engineering Department retains administrative control of the project and all questions regarding approval of corrective work or payment for that work shall be directed to 281-993-3411.

1.4 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council.

Notwithstanding the City's acceptance of the Work, nothing herein shall serve to waive or otherwise extinguish any outstanding claims on the City's part for recovery of Liquidated Damages pursuant to Article IV of the Contract, all such claims being hereby reserved.

1.5 RECOMMENDATION BY STAFF



Tuan Nguyen



Date

Project Manger
City of Friendswood

END OF DOCUMENT



9950 Westpark Dr., Suite 426, Houston, Texas 77063; Phone: (281) 253-4849, (281) 404-4438,

June 20, 2022

Community Development

City of Friendswood

910 S. Friendswood Dr.,

City Hall, 2nd Floor

Friendswood, TX 77546

Phone No. 281-996-3201

Subject: Substantial Completion at 2210 S. Friendswood Drive, Friendswood, TX

This is to inform that the subject project site has been made substantial completion and ready for the occupancy. The entire work has been supervised by owner engineer and approved by City of Friendswood Engineer.

We therefore, humbly request for acceptance of our work and issue for occupancy to start the business.

If you have any question or need additional information, please contact me.

Sincerely,

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

Golam Mostofa, P. E., PMP

President

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: August 1, 2022

Date submitted: 07/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the June 2022 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo June 22



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



July 13, 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 June, 2022 is true and correct.

Under my hand and seal this 13th day of July, 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

07/06/2022 13:42:09 4044290
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 06/01/2022 THRU 06/30/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 36
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	127,581.90	.00	8,050.88	.00	135,632.78	.00	.00	.00	135,632.78
	I & S	.102167	33,843.19	.00	2,135.66	.00	35,978.85	.00	.00	.00	35,978.85
	TOTAL	.487314	161,425.09	.00	10,186.54	.00	171,611.63	.00	.00	.00	171,611.63
2020	M & O	.392153	4,065.16-	.00	450.76	.00	3,614.40-	344.52	.00	.00	3,269.88-
	I & S	.095161	986.45-	.00	109.38	.00	877.07-	.00	.00	.00	877.07-
	TOTAL	.487314	5,051.61-	.00	560.14	.00	4,491.47-	344.52	.00	.00	4,146.95-
2019	M & O	.432160	2,923.14	.00	77.12	.00	3,000.26	62.70	.00	.00	3,062.96
	I & S	.089279	603.89	.00	15.92	.00	619.81	.00	.00	.00	619.81
	TOTAL	.521439	3,527.03	.00	93.04	.00	3,620.07	62.70	.00	.00	3,682.77
2018	M & O	.437173	8.95	.00	2.48	.00	11.43	1.75	.00	.00	13.18
	I & S	.095218	1.94	.00	.54	.00	2.48	.00	.00	.00	2.48
	TOTAL	.532391	10.89	.00	3.02	.00	13.91	1.75	.00	.00	15.66
2017	M & O	.432349	33.00	.00	18.88	.00	51.88	11.71	.00	.00	63.59
	I & S	.095000	7.26	.00	4.14	.00	11.40	.00	.00	.00	11.40
	TOTAL	.527349	40.26	.00	23.02	.00	63.28	11.71	.00	.00	74.99
2016	M & O	.462000	1.30	.00	.00	.00	1.30	.00	.00	.00	1.30
	I & S	.084000	.23	.00	.00	.00	.23	.00	.00	.00	.23
	TOTAL	.546000	1.53	.00	.00	.00	1.53	.00	.00	.00	1.53
2015	M & O	.497200	1.39	.00	.00	.00	1.39	.00	.00	.00	1.39
	I & S	.071500	.20	.00	.00	.00	.20	.00	.00	.00	.20
	TOTAL	.568700	1.59	.00	.00	.00	1.59	.00	.00	.00	1.59
2014	M & O	.530300	1.48	.00	.00	.00	1.48	.00	.00	.00	1.48
	I & S	.061100	.17	.00	.00	.00	.17	.00	.00	.00	.17
	TOTAL	.591400	1.65	.00	.00	.00	1.65	.00	.00	.00	1.65
2013	M & O	.530300	1.48	.00	.00	.00	1.48	.00	.00	.00	1.48
	I & S	.061100	.17	.00	.00	.00	.17	.00	.00	.00	.17
	TOTAL	.591400	1.65	.00	.00	.00	1.65	.00	.00	.00	1.65
2012	M & O	.530700	1.48	.00	.00	.00	1.48	.00	.00	.00	1.48
	I & S	.066300	.19	.00	.00	.00	.19	.00	.00	.00	.19
	TOTAL	.597000	1.67	.00	.00	.00	1.67	.00	.00	.00	1.67
2011	M & O	.521800	.94	.00	1.28	.00	2.22	.00	.00	.00	2.22
	I & S	.068400	.12	.00	.17	.00	.29	.00	.00	.00	.29
	TOTAL	.590200	1.06	.00	1.45	.00	2.51	.00	.00	.00	2.51

07/06/2022 13:42:09 4044290
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 06/01/2022 THRU 06/30/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 37
INCLUDES AG ROLIBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		126,489.90	.00	8,601.40	.00	135,091.30	420.68	.00	.00	135,511.98
ALL	I & S		33,470.91	.00	2,265.81	.00	35,736.72	.00	.00	.00	35,736.72
ALL	TOTAL		159,960.81	.00	10,867.21	.00	170,828.02	420.68	.00	.00	171,248.70
DIQ	M & O		1,092.00-	.00	550.52	.00	541.48-	420.68	.00	.00	120.80-
DIQ	I & S		372.28-	.00	130.15	.00	242.13-	.00	.00	.00	242.13-
DIQ	TOTAL		1,464.28-	.00	680.67	.00	783.61-	420.68	.00	.00	362.93-
CURR	M & O		127,581.90	.00	8,050.86	.00	135,632.78	.00	.00	.00	135,632.78
CURR	I & S		33,843.19	.00	2,135.66	.00	35,978.85	.00	.00	.00	35,978.85
CURR	TOTAL		161,425.09	.00	10,186.54	.00	171,611.63	.00	.00	.00	171,611.63

07/06/2022 13:40:21
TC298-W SELECTION: DEPOSIT

4044290

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 06/01/2022 THRU 06/30/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 50
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	RF220615	1055750000036	202012	195.53-	0.00	0.00	0.00 HK22	195.53	0.00 RF
2020	RF220615	1055750000036	202012	0.00	0.00	0.00	0.00 HK22	195.53-RF	195.53-RF
2020	RF220615	1209450010001	202101	9,913.70-	0.00	0.00	0.00 HK22	9,913.70-	0.00 RF
2020	RF220615	1209450010001	202101	0.00	0.00	0.00	0.00 HK22	9,913.70-	9,913.70-RF
2020 TOTAL				10,109.23-	0.00	0.00	0.00	0.00	10,109.23-

2021	RF220615	1004120000005	202112	239.43-	0.00	0.00	0.00 HK10	239.43	0.00 RF
2021	RF220615	1004120000005	202112	0.00	0.00	0.00	0.00 HK10	239.43-RF	239.43-RF
2021	902061322T	1034960000026	202112	702.91-	0.00	0.00	0.00 CERT	0.00	702.91-RF
2021	902060322T	1043980000007	202111	662.37-	0.00	0.00	0.00 CERT	0.00	662.37-RF
2021	RF220615	1050110000010	202111	0.00	0.00	0.00	0.00 HK10	121.83-	0.00 RF
2021	RF220615	1050110000010	202111	121.83-	0.00	0.00	0.00 HK10	121.83-	121.83-RF
2021	RF220615	1055750000036	202112	0.00	0.00	0.00	0.00 HK10	242.35-	0.00 RF
2021	RF220615	1055750000036	202112	242.35-	0.00	0.00	0.00 HK10	242.35-	242.35-RF
2021	RF220615	1209450010001	202201	11,272.51-	0.00	0.00	0.00 HK10	11,272.51	0.00 RF
2021	RF220615	1209450010001	202201	0.00	0.00	0.00	0.00 HK10	11,272.51-RF	11,272.51-RF
2021	902061322T	168693	202112	776.15-	0.00	0.00	0.00 CERT	0.00	776.15-RF
2021	RF220624	203164	202201	0.00	0.00	0.00	0.00 CERT	847.83-	0.00 RF
2021	RF220624	203164	202201	847.83-	0.00	0.00	0.00 CERT	847.83-	847.83-RF
2021	957996061722	218861	202206	86.87-	0.00	10.42-	0.00 CERT	0.00	0.00 RF
2021	864060822CHC	288432	202206	13,792.01-	0.00	2,068.80-	0.00 CERT	0.00	15,860.81-RF
2021	902062222T	299138	202203	2,337.79-	0.00	210.40-	0.00 CERT	0.00	2,548.19-RF
2021	RF220603	299140	202201	454.36-	0.00	0.00	0.00 CERT	454.36	0.00 RF
2021	RF220603	299140	202201	0.00	0.00	0.00	0.00 CERT	454.36-RF	454.36-RF
2021	RF220627	389617	202201	0.00	0.00	0.00	0.00 CERT	6,947.59-	0.00 RF
2021	RF220627	389617	202201	6,947.59-	0.00	0.00	0.00 CERT	6,947.59-	6,947.59-RF
2021	902060722T	524715	202111	2,042.94-	0.00	0.00	0.00 CERT	0.00	2,042.94-RF
2021	864060822PHC	601278	202205	633.36-	0.00	69.68-	0.00 CERT	0.00	703.04-RF
2021	RF220615	H0214595	202201	8.04-	0.00	0.00	0.00 HK10	8.04	0.00 RF
2021	RF220615	H0214595	202201	0.00	0.00	0.00	0.00 HK10	8.04-RF	8.04-RF
2021 TOTAL				41,168.34-	0.00	2,359.30-	0.00	0.00	43,527.64-

TOTAL REVERSALS

51,277.57-

0.00

2,359.30-

0.00

0.00

53,636.87-

07/06/2022 13:40:21
TC298-N SELECTION: DEPOSIT

4044290

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSAIS
FROM: 06/01/2022 THRU 06/30/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 17
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2011 TOTAL			1.06	0.00	1.45	0.00	0.00	2.51
2012 TOTAL			1.67	0.00	0.00	0.00	0.00	1.67
2013 TOTAL			1.65	0.00	0.00	0.00	0.00	1.65
2014 TOTAL			1.65	0.00	0.00	0.00	0.00	1.65
2015 TOTAL			1.59	0.00	0.00	0.00	0.00	1.59
2016 TOTAL			1.53	0.00	0.00	0.00	0.00	1.53
2017 TOTAL			40.26	0.00	23.02	11.71	0.00	74.99
2018 TOTAL			10.89	0.00	3.02	1.75	0.00	15.66
2019 TOTAL			3,527.03	0.00	93.04	62.70	0.00	3,682.77
2020 TOTAL			5,057.62	0.00	560.14	344.52	0.00	5,962.28
2021 TOTAL			202,593.43	0.00	12,545.84	0.00	0.00	215,139.27
TOTAL PAYMENTS			211,238.38	0.00	13,226.51	420.68	0.00	224,885.57
2020 TOTAL			10,109.23-	0.00	0.00	0.00	0.00	10,109.23-
2021 TOTAL			41,168.34-	0.00	2,359.30-	0.00	0.00	43,527.64-
TOTAL REVERSAIS			51,277.57-	0.00	2,359.30-	0.00	0.00	53,636.87-
TOTAL FOR UNIT			159,960.81	0.00	10,867.21	420.68	0.00	171,248.70

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
4,214,667,192	218,768,588	4,433,435,780	00.487314	20,875,429.44	16,898

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2021	19,829,708.43	1,045,721.01	1,045,721.01	20,572,817.42	20,572,817.42	302,612.02	98.55	0.00
2020	163,896.15	36,383.29-	36,383.29-	82,358.20	82,358.20	45,154.66	64.59	0.00
2019	51,659.09	4,827.51-	4,827.51-	14,362.72	14,362.72	32,468.86	30.67	0.04-
2018	26,368.69	1,116.38-	1,116.38-	4,135.49	4,135.49	21,116.82	16.38	0.00
2017	16,281.55	65.92-	65.92-	2,560.46	2,560.46	13,655.17	15.79	0.00
2016	14,103.51	123.32-	123.32-	1,856.32	1,856.32	12,123.87	13.28	123.32-
2015	13,124.77	.00	0.00	1,278.16	1,278.16	11,846.61	9.74	0.00
2014	13,834.13	.00	0.00	1,222.81	1,222.81	12,611.32	8.84	0.00
2013	10,663.54	.00	0.00	985.56	985.56	9,677.98	9.24	0.00
2012	10,529.67	.00	0.00	963.26	963.26	9,566.41	9.15	0.00
2011	9,853.75	.00	0.00	873.58	873.58	8,980.17	8.87	0.00
2010	4,816.43	188.90-	188.90-	903.51	903.51	3,724.02	19.52	188.90-
2009	6,212.93	145.52-	145.52-	896.51	896.51	5,170.90	14.78	145.52-
2008	5,594.70	625.90-	625.90-	679.33	679.33	4,289.47	13.67	625.90-
2007	1,976.80	622.34-	622.34-	33.35	33.35	1,321.11	2.46	622.34-
2006	2,757.39	.00	0.00	50.21	50.21	2,707.18	1.82	0.00
2005	1,421.45	.00	0.00	122.84	122.84	1,298.61	8.64	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76	0.00	412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57	0.00	412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14	0.00	412.09-
***	20,186,467.31	1,000,385.66	1,000,385.66	20,686,099.73	20,686,099.73	500,753.24		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 06/30/2022
LAND VALUE	5,827,810,207	5,827,810,207	63,624,385	292,613-	63,331,772	5,891,141,979
AG EXCLUSION	33,691,313	33,691,313	204,734	0	204,734	33,896,047
IMPROVEMENTS	775,157,465	775,157,465	232,266,231	18,422,702-	213,843,529	989,000,994
APPRAISED VALUE	5,827,810,207	5,827,810,207	295,890,616	18,715,315-	277,175,301	6,104,985,508
EXEMPTIONS	1,579,451,702	1,579,451,702	49,686,564	8,720,149	58,406,713	1,637,858,415
TAXABLE VALUE	4,214,667,192	4,214,667,192	246,204,052	27,435,464-	218,768,588	4,433,435,780
LEVY	19,829,708.43	19,829,708.43	1,413,210.18	367,489.17-	1,045,721.01	20,875,429.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	540	84	88	10,386
OVER 65	3,255	3,255	161	50	53	3,308
DISABLED	181	181	8	4	6	187
VETERAN	240	240	16	3	3	243
TOTAL EXEMPT	84	84	0	0	0	84

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 06/30/2022
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	331,882	4,410,287-	4,078,405-	702,334,935
APPRAISED VALUE	5,043,274,252	5,043,274,252	331,882	4,410,287-	4,078,405-	5,039,195,847
EXEMPTIONS	1,218,139,975	1,218,139,975	331,882	3,730,878	4,062,760	1,222,202,735
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	8,141,165-	8,141,165-	3,789,655,804
LEVY	163,896.15	163,896.15	.00	36,383.29-	36,383.29-	127,512.86
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	49	49	10,269
OVER 65	3,163	3,163	0	20	20	3,183
DISABLED	182	182	0	2	2	184
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

PAGE: 245
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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	1,281,775	175,984-	1,105,791	647,037,663
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,281,775	175,984-	1,105,791	4,538,543,613
EXEMPTIONS	1,018,439,121	1,018,439,121	1,281,775	1,279,603	2,561,378	1,021,000,499
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,455,587-	1,455,587-	3,492,859,423
LEVY	51,659.09	51,659.09	.00	4,827.51-	4,827.51-	46,831.58
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	7	7	2,982
DISABLED	181	181	0	1	1	182
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

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 06/30/2022
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 06/30/2022
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					000	
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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 06/30/2022
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: 254
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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

JURISDICTION: 0337 FRIENDSWOOD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2022
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: July 7, 2022 3:58 PM

For Remitted Deposit Dates 06/01/2022 thru 06/30/2022 as of 07/07/2022

Ver. 1.52

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 77038	Print Date:06/06/2022						
	Current	10,532.70	2,793.94	0.00	0.00	0.00	13,326.64
	Delq	8.43	1.85	0.00	0.00	0.00	10.28
Last Deposit Date	06/01/2022	\$10,541.13	\$2,795.79	\$0.00	\$0.00	\$0.00	\$13,336.92
ACH 77074	Print Date:06/06/2022						
	Current	11,592.29	3,075.05	0.00	0.00	0.00	14,667.34
Last Deposit Date	06/02/2022	\$11,592.29	\$3,075.05	\$0.00	\$0.00	\$0.00	\$14,667.34
ACH 77113	Print Date:06/06/2022						
	Current	34,703.93	9,205.83	0.00	0.00	0.00	43,909.76
	Delq	4.25	0.72	0.00	0.00	0.00	4.97
Last Deposit Date	06/03/2022	\$34,708.18	\$9,206.55	\$0.00	\$0.00	\$0.00	\$43,914.73
ACH 77151	Print Date:06/08/2022						
	Current	11,494.38	3,049.09	0.00	0.00	0.00	14,543.47
	Delq	44.46	9.98	0.00	0.00	0.00	54.44
Last Deposit Date	06/06/2022	\$11,538.84	\$3,059.07	\$0.00	\$0.00	\$0.00	\$14,597.91
ACH 77183	Print Date:06/08/2022						
	Current	4,349.45	1,153.77	0.00	0.00	0.00	5,503.22
	Delq	5,355.37	1,196.28	0.00	0.00	0.00	6,551.65
Last Deposit Date	06/07/2022	\$9,704.82	\$2,350.05	\$0.00	\$0.00	\$0.00	\$12,054.87
ACH 77277	Print Date:06/14/2022						
	Current	1,101.34	292.13	0.00	0.00	0.00	1,393.47
	Delq	78.11	16.14	0.00	0.00	0.00	94.25
Last Deposit Date	06/10/2022	\$1,179.45	\$308.27	\$0.00	\$0.00	\$0.00	\$1,487.72
ACH 77306	Print Date:06/15/2022						
	Current	1,059.44	281.03	0.00	0.00	0.00	1,340.47
Last Deposit Date	06/13/2022	\$1,059.44	\$281.03	\$0.00	\$0.00	\$0.00	\$1,340.47
ACH 77338	Print Date:06/15/2022						
	Current	2,756.16	731.13	0.00	0.00	0.00	3,487.29
	Delq	463.04	112.36	0.00	0.00	0.00	575.40
Last Deposit Date	06/14/2022	\$3,219.20	\$843.49	\$0.00	\$0.00	\$0.00	\$4,062.69
ACH 77378	Print Date:07/07/2022						
	Current	58,043.09	15,396.88	0.00	0.00	0.00	73,439.97
	Delq	(6,495.14)	(1,579.46)	0.00	0.00	0.00	(8,074.60)
Last Deposit Date	06/30/2022	\$51,547.95	\$13,817.42	\$0.00	\$0.00	\$0.00	\$65,365.37
Total:		\$135,091.30	\$35,736.72	\$0.00	\$0.00	\$0.00	\$170,828.02

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: August 1, 2022

Date submitted: 06/27/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on June 6, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting, held on June 6, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 06 06 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JUNE 6, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JUNE 6, 2022, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS 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
Renee Kross	Deputy 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

The invocation was led by Pastor Mike Ross, Friendswood Church of Christ.

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman reported the passing of the City's official historian, Mrs. Joyce Baker, who passed away over the weekend. He noted that she was a good friend, and she always had the best stories about how Friendswood started out and how it evolved and developed into this great place. All members of the Council relayed their sadness at the passing of Mrs. Baker and their condolences to her family.

Councilmember Rockey stated that the Library is having a Sensational Summer Readings Session with over 600 children signed up to participate. He noted that registration is still open and there are opportunities to earn prizes, such as a Nintendo Switch.

Councilmember Branson stated that Mrs. Baker was an excellent resource and support to the Friends of Downtown Friendswood Association (FDFA) and stated that Friendswood was truly blessed that Ellen Joycina “Joyce” Baker adopted Friendswood as her hometown and was always willingly to share her gifts.

Councilmember Hanks stated that she wanted to give the Police Department some kudos after the tragedy that happened in Uvalde, which as a former Superintendent, is very near and dear to her heart. She stated that she even though the Friendswood Independent School District does not employ its own officers, knowing the Friendswood Police Department has had so many hours of training and is at the top of their game, makes her feel more comfortable knowing that they are there and ready to respond if there ever is a need.

Mayor Pro Tem Robert Griffon stated that his heart went out to all those families suffering in Uvalde and wanted to thank the Police Department as well for all they do to keep the community safe.

Councilmember Scott stated that the Friendswood High School boys baseball team made it to the state championship tournament, which begins Thursday at 4:00 o'clock at Mansfield Legacy. If they win that game, they will go on to the state championship, which will be played Saturday, at Dell Diamond in Round Rock. He noted that this is a very exciting time to be a Friendswood Mustang and to be a part of this baseball team that is representing this community very well.

Councilmember Erenwert stated that he wanted to mention that today is the anniversary of D-Day and noted that as families begin their summer vacations, to remember those soldiers that fought the battles on those beaches many years ago to protect this country's freedoms.

5. PUBLIC COMMUNICATIONS

Mr. Mike Ross requested to speak before the council regarding City staff and leadership and gave special thanks to City Manager Morad Kabiri and Parks and Recreation Director James Toney for all their work in the downtown area and in making Friendswood stay beautiful.

6. COMMITTEES AND SPECIAL REPORTS

A. Receive the Library Board's Annual Report.

Ms. Diane Freeman presented the Library Board's Annual Report and noted the following highlights for the year:

- They added liaisons from Friendswood Independent School District (FISD) and Clear Creek Independent School District (CCISD), to receive input on local school activities and understand how the Friendswood Library can assist them in achieving their goals.
- Continued to assist Friendswood Library with long-range strategic planning and are planning to hold Town Hall meetings to support this endeavor, the first being scheduled for July 19, 2022.
- They won the Texas Municipal Library Directors Association (TMLDA) Achievement in Library Excellence Award for the 8th consecutive year.

- They hosted their Annual Summer Reading Programs, World Film Festival, ZakiCon anime event, and our Ekphrastic Poetry Contest with poets submitting work locally and from Canada, England, India, Macedonia, Thailand, and the United States.
- They created a monthly Library Lines newsletter for improved promotion of library services, and added a new full-time Digital Media Specialist position to the Library staff.

Ms. Freeman was very appreciative of the staff who work with them to understand their needs and how they can best support them now and in the future.

The Council thanked Ms. Freeman and the Library Board for their volunteerism and support of the Library.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Drainage Update.

Deputy Director of Engineering Samantha Haritos presented the item and gave the following overview of a map showing the different flood control projects that the City is undertaking to include the Forest Bend Detention Project, the Frenchman's Creek Project, the Imperial Estates Project and some utility relocation projects.

Ms. Haritos noted that the City has several Community Development Block Grant (CDBG) Disaster Recovery projects that are moving forward. The first being Frenchman's Creek, which at this time has offers being made and accepted for the purchase of building 5. Hopefully, the same can be reported for building 4, in the near future. Further, simultaneous to the CDBG projects for buildings 4 and 5, the buildings related to Clear Creek, buildings 1, 2, and 3, are under a CDBG grant with Galveston County, and those are moving along.

Ms. Haritos then noted that the other acquisition project that is occurring in the Deepwood area has eight structures that look like they're potentially going to move forward. They have received approvals from the Texas General Land Office (GLO) for the acquisition of either structure and will present offers once the environmental assessments are completed.

Ms. Haritos noted that on the infrastructure side of the CDBG disaster recover infrastructure projects, the Forest Bend Detention Pond is ready to move forward to the construction phase and Jordan Enterprises has been selected as the construction contractor. The scope of the project includes a 53-acre-foot capacity detention pond with meandering layout, concrete trails, and solar lighting.

Ms. Haritos noted that the Deepwood Flood Control Project is currently in the engineering phase and the surveys have just been completed. She continued, the engineer is working on finalizing the design. Once this is completed, the environmental assessments for the Deepwood property and the Frenchman's Creek property should move forward.

Ms. Haritos noted, as it relates to the Utility Relocation Project, the engineering services for this item has been completed and staff is waiting on the authorization of grant funds to move forward into the construction phase.

In response to a question from Mayor Foreman, Ms. Haritos noted that, the grant award for the Forest Bend Project was for \$3.426 million. The construction estimate came in at \$3.63 million, and the City has already expended \$435,048 on the engineering phase alone.

City Manager Kabiri stated that this grant was a direct allocation to the City from the GLO through Harris County and was not specific to Forest Bend Detention. The GLO gave the City \$3.4 million and tasked the City with finding a flood control project within their requirements. Mr. Kabiri noted that the staff, in submitting a project proposal, tried to find a project that fit as close to as possible as the allocation that was granted by the GLO. He further noted that this difference between the allotted grant monies and the actual costs of the project is not a situation where staff overran the budget but is instead a situation where staff is using the monies granted to fund the project as much as possible and then use available City funds to supplement the GLO dollars to make this very important project a reality. Mr. Kabiri note that this project will provide the only detention pond to the Forest Bend Subdivision because it previously did not have one when it was built in the 1980's.

Mayor Foreman inquired as to what was included in the \$400,000 for engineering studies that were done specifically for the Forest Bend detention pond. Ms. Haritos responded that the engineering studies specific to the Forest Bend Detention Pond Project included (1) a site survey, (2) geotechnical studies, (3) detailed H&H analysis, and (4) landscaping in the form of a nice wetland planting package will go in the plans and specifications.

Ms. Haritos gave an update on the 212 East Heritage Acquisition Project, which is a partnership project with Galveston County Consolidated Drainage District (GCCDD), that is approximately 650 feet south of the FM 2351 bridge along Mary's Creek. She stated that the property located in Mary's Creek, has a total cost of \$281,956 and the costs share agreement with GCCDD means that it is a 50/50 costs share of \$140,978 each.

As it related to the FM 1959 Detention Basin Project, Ms. Haritos stated that this project is approximately a 1700 acre-feet detention pond located at the very northernmost part of Clear Creek on the Harris County side next to Pearland. She stated that staff is still coordinating with Harris County Flood Control District, and staff has applied for a partnership project that includes City of Friendswood, Galveston County, Galveston County Consolidated Drainage District, and Harris County Flood Control District. She continued, Harris County Flood Control District has up to \$14 million to contribute to this project; however, staff is still short about \$4.75 - 5 million of the total net costs of \$38 million.

Mr. Kabiri noted that staff is working with all the previously noted entities in addition to the City's state and federal representatives to promote and find funding for this project. He further noted that staff is potentially combining this project along with the Whitcomb Project for a larger-scale Flood Mitigation Project in order to qualify for some assistance from state and federal agencies. Mr. Kabiri further stated that while the deal is not done, Harris County Flood Control District has agreed to take the lead and they are drafting the interlocal agreement for this project and staff hopes to bring this item forward for Council approval towards the end of the summer, if not, then in the fall.

Ms. Haritos stated that for the first time the State of Texas is working on a statewide flood plan; and the lower Clear Creek and Dickinson Bayou Study has made it into said plan. The addition of the Friendswood

Alternative into State Flood Plan includes the following three measures: (1) the FM 1959 Detention Basin, (2) the Whitcomb Terracing (and Detention), and (3) the Blackhawk Detention (and Terracing).

Ms. Haritos stated that staff has been coordinating with the engineering team that is coordinating the State Flood Plan; and they are ready and waiting for the City to send them additional information for inclusion into the State Flood Plan. Mr. Kabiri stated that an additional benefit of including Friendswood specific information into the State Flood Plan includes the potential for grant funding. Ms. Haritos stated that a lot of grants are filtered through the Texas Water Development Board and if the City's project is not identified in this State Flood Plan, the City will not be eligible for state and or federal funding.

Ms. Haritos showed the Council a map of the Blackhawk Detention Basin and identified the terracing along the Whitcomb tract which is in the floodway. She noted that Freese and Nichols is looking into the alignment with a detention basin on site; and would be the most beneficial for Friendswood.

Ms. Haritos identified the current and proposed area of the Blackhawk Detention Basin and noted that the expansion of the pond size may help mitigate any of the Whitcomb Terracing Project from having downstream impacts. She also noted that potentially there may be additional terracing along Clear Creek, as well.

Ms. Haritos gave an update regarding the Water Resources Development Act (WRDA) and stated that every two years, the Senate and the House voted on a Water Resources Development Act. Currently the WRDA for 2022 has been passed by the Senate and the Environment and Public Works Committee, which authorized 16 Army Corp Chief reports and 72 new feasibility studies; and completed of 15 feasibility studies.

Ms. Haritos stated, the Senate version that passed includes the City's Lower Clear Creek and Dickinson Bayou Study and the Coastal Spine Study. She noted, the House still has not voted on this item, but their current version of the WRDA also includes the Lower Clear Creek and Dickinson Bayou Study as well as the Coastal Spine Study. Ms. Haritos stated that the Lower Clear Creek and Dickinson Bayou Study, is the study in which the City contributed approximately \$41,000 in partnership with other entities for 1D and 2D modeling of terracing throughout the watershed, possible tunnels, and several different alternatives starting from Pearland to Friendswood all the way down to Clear Lake.

Ms. Haritos noted that the goal is for the allocation of \$3 million in funding for a feasibility study from the Army Corp of Engineers to develop the study and the development of a cost share agreement for a 50/50 cost share in which the Army Corp of Engineers would contribute \$1.5 million and the other \$1.5 million would be made up by local entities; such as the City of League City, the City of Friendswood, Clear Creek, and others.

Ms. Haritos also noted that there is another potential source of funding with the Houston-Galveston Area Council (H-GAC) in the amount of \$488,762,000. She continued, H-GAC has not made a final determination on what the distribution method will be or how much funding will be given to the different entities, but staff is hoping to hear something by the end of July. Staff is hopeful that the City will receive some funding; and it is believed that Friendswood may be eligible for up to \$6 million.

Ms. Haritos stated that the last two slides of the presentation are in response to some interest about the developments that are happening downstream. She noted, the first slide is related to the Flyway Mixed Use Development; and that the Engineering Department has seen a 2015 field study that called for 162-acres potentially with another 20-acre area that belongs to the City of Webster. She continued, they plan on completing a detailed hydraulic and hydrology study that will be done sometime in late June or early July of this year.

Mr. Kabiri stated that the last projects of Engineering's update is related to commercial developments that the City of League City is looking to incentivize. The proposed developments are well within the floodplain and floodway in Lower Clear Creek before it outfalls in the Clear Lake, and much like the Whitcomb Property in Friendswood, these properties were several feet under water during Hurricane Harvey; however, this does not preclude their development. Mr. Kabiri noted that anything is developable if enough money is spent on engineering and mitigation; however, those activities are not complete at this time, so staff has nothing of substance to report on this development. Mr. Kabiri further noted that staff has communication with those agencies and anything they build within the floodplain or floodway, they must show the staff that there is no hydraulic impact whatsoever to the City of Friendswood and anybody within the Lower Clear Creek.

The Council thanked the Engineering staff for their update and hard work on all these projects.

8. WORK SESSION TOPICS

A. Present an update regarding the City's 4th of July Celebration.

City Manager Morad Kabiri presented the item and gave an overview of the day's program, as follows:

- Grand Parade begins at 10:00 A.M.
- Day Program begins at Stevenson Park at 11:00 A.M.
- Evening Program begins at Centennial Park at 7:30 P.M.
- Fireworks Show begins at Centennial Park at 9:20 P.M.

B. Present an update regarding the Waste Connections 2022 Scholarship recipients.

City Manager Kabiri presented the item and stated that the Waste Connections Scholarships are awarded each year to Friendswood High School and Friendswood area high schools. The winners of the 2022 Waste Connections Scholarships were as follows:

Friendswood High School – Grant Newmann
Business Major at Texas State or Texas Tech University

Clear Brook High School – Erica Boehner
Sign Language Interpreting Major at Tyler Junior College

Clear Springs High School – Emma Wallace
Engineering Major at Texas A&M

C. Present an update regarding the Memorial Day Ceremony.

City Manager Morad Kabiri presented the item and stated that on Monday, May 30th, the City held its Annual Memorial Day Ceremony to recognize those that paid the ultimate sacrifice for this country and its freedoms. The services were very well done, and it was a spectacular event, very tasteful and respectful for those that served this country and paid the ultimate sacrifice.

Lastly, Mr. Kabiri noted that tomorrow at the Library, the Fire Marshal's Office and Emergency Management Department will have an open house on hurricanes and extreme weather season preparedness. He noted that the staff coordinated with a number of internal and external stakeholders, including local vendors and community groups that specialize in hurricanes and extreme weather preparedness.

9. BUSINESS ITEMS

A. Consider approving a License and Maintenance Agreement with Azteca Systems, LLC, and a Master Agreement for Material and Services with NewEdge Services, LLC, for the purchase and implementation of CityWorks software for the Community Development Department.

This item allows the Council to approve the following for services associated with the Community Development Department, specifically:

1. License and Maintenance Agreement with Azteca Systems, LLC, for CityWorks software in the amount of \$8,906.25 for Year 1 of a three-year agreement, and
2. Master Agreement for Material and Services with NewEdge Services, LLC, for the implementation of CityWorks software in the amount of \$164,540.00.

Moving to CityWorks will allow for improvements with permits, inspections, and plan review submissions to move to the digital world with an all-electronic process. The citizen/customer will be able to track their requests with an online portal to improve transparency with the process. Staff will be able to process requests in a timely manner, moving them along the process without the hassle of paperwork to transfer from one department to another.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Griffon to approve a License and Maintenance Agreement with Azteca Systems, LLC, and a Master Agreement for Material and Services with NewEdge Services, LLC, for the purchase and implementation of CityWorks software for the Community Development Department. 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.

B. Consider awarding the Forest Bend Detention Pond Construction Project (Bid 2022-05) to Jerdon Enterprise, L.P.

In December 2019, the City of Friendswood was awarded \$3,426,022.00 in Hurricane Harvey 2017 Community Development Block Grant - Disaster Recovery (CDBG-DR) Round One Funds for the Forest Bend Detention Pond Project (the “Project”).

The scope of this project consists of meandering trails, detention ponds, and associated appurtenances. The engineering and design portion of this project have been completed and it is now ready for the construction phase to begin. Said construction will include site work, excavation, installation of concrete and pipes, lighting, wetland plantings, and associated park features at Forest Bend Park.

The City held a bid opening in March 2022, where three bids were received. Jerdon Enterprise, L.P., of Stafford, Texas, was the apparent low bidder, with a total bid of \$3,631,982.25. The project is funded via a combination of the block grant and flood bonds.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to award the Forest Bend Detention Pond Construction Project (Bid 2022-05) to Jerdon Enterprise, L.P. 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.

C. Consider approving the Property Sales Agreement with Roger and Shannon Weaver to purchase 0.9470 acres, being a part of Frenchman's Creek Townhomes, Section 2, City of Friendswood, Galveston County, Texas.

In November of 2019, the citizens of Friendswood voted in favor of pursuing several bond projects for constructing, acquiring, and installing stormwater drainage and flood control improvements along Clear Creek. The City has made an offer of \$125,000 to purchase 0.9470 acres or 41,251 square feet of unimproved property described as:

ABST 9 PAGE 12 PT OF RESERVE F (0-15) REPLAT POLLY RANCH ESTATES
A.K.A. PT OF FRENCHMAN'S CREEK TWNHS SEC 2, CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS.

This is an unimproved tract of land adjacent to and east of the Frenchman’s Creek Townhomes, having frontage on Clear Creek. This purchase is contingent on the City acquiring the units in Building Five of Frenchman’s Creek.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve the Property Sales Agreement with Roger and Shannon Weaver to purchase 0.9470 acres, being a part of Frenchman's Creek Townhomes, Section 2, City of Friendswood, Galveston County, Texas. 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.

D. Consider approving an Interlocal Agreement with Galveston County Consolidated Drainage District for a shelving/flood mitigation project located at 212 East Heritage Drive, Friendswood, TX 77546.

The Galveston County Consolidated Drainage District (the "District") is acquiring property to develop and construct a flood control project at 212 East Heritage Drive, Friendswood, TX 77546. Under this proposed interlocal agreement, the City will pay the District \$140,978 towards the construction and completion of a flood control project at this property along Mary's Creek.

The project will consist of inline detention/shelving at the subject property, approximately 650 feet southeast of the Mary's Creek bridge on FM 2351. The invert of the project shall begin at the ordinary high water (OHM) mark line and slope upward at no greater than 1% until nearing the project limits, where a 4:1 horizontal to vertical minimum slope shall be maintained until the project ties in with the existing ground elevation.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve an Interlocal Agreement with Galveston County Consolidated Drainage District for a shelving/flood mitigation project located at 212 East Heritage Drive, Friendswood, TX 77546. 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.

E. Consider approving an interlocal agreement with the Harris-Galveston Subsidence District for an Advance Metering Infrastructure (AMI) Large Meter Enhancement Project Grant.

The City has been awarded a grant from the Harris-Galveston Subsidence District for its 2022 Water Conservation Grant Program. This grant will provide for the partial reimbursement of \$49,415 for the 30

largest meters in the City's Advanced Meter Infrastructure (AMI) upgrade program. In return, the City will collect and provide data relating to the City's AMI program to help the Harris-Galveston Subsidence District research better metrics for assessing water conservation with the installation of AMI systems.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve an interlocal agreement with the Harris-Galveston Subsidence District for an Advance Metering Infrastructure (AMI) Large Meter Enhancement Project Grant. 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.

10. PROPOSED ORDINANCE AND RESOLUTIONS

A. Consider a resolution verifying the percentage of completion of cybersecurity training and authorizing the City Manager or his designee to submit all documentation required by Section 2054.5191 of the Texas Government Code.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2022-16, related to Item 10.A. 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.

RESOLUTION NO. R2022- 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THE PERCENTAGE OF COMPLETION OF CYBERSECURITY TRAINING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT ALL DOCUMENTATION REQUIRED BY SECTION 2054.5191 OF THE TEXAS GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution authorizing the adoption of the Galveston County Multi-Jurisdiction Hazard Mitigation Plan.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2022-17, related to Item 10.B. 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.

RESOLUTION NO. R2022- 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE GALVESTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, 2022 UPDATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This item approved the following items:

- HMGP Buyout Grant Reimbursement, \$82,215. Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$37,133 for the demolition of 5303 Shady Oak, 13 Haverford, 16614 Oxnard, 807 Penn, and 1204 Myrtlewood. The remaining amount of \$45,082 was received as a partial reimbursement for the acquisition and related assessment of 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.
- Texas Water Development Board Flood Mitigation Grant Reimbursement, \$4,800. Appropriate grant funds received from the Texas Water Development Board (TWDB) Flood Mitigation grant program for buyout properties. Advance funding for buyout properties was originally approved in FY2019-2020. This reimbursement represents costs related to grant management services. Therefore, the funds will be appropriated back to unassigned general fund balance.
- Galveston County Mayors and Council Members Association Sponsorship, \$16,000. Appropriate sponsorship monies received from Ameresco, Amoco Federal Credit Union, Memorial Hermann Southeast, and PGAL. The City of Friendswood hosted the May 2022 Galveston County Mayors and Council Members Association business meeting and dinner. The event was sponsored by Ameresco, Amoco Federal Credit Union, Memorial Hermann Southeast, and PGAL. Therefore, the funds will be appropriated back to the Mayor & Council's Community Events/Programs expenditure account.

- Parks & Recreation – Anonymous Donation, \$500. Appropriate anonymous donation received from a 20-year resident of the City of Friendswood. The donor wanted to thank the Parks & Recreation department for doing a great job in keeping our parks safe and making Friendswood a wonderful place to live. Over the years, they have enjoyed the lighted trail & various parks with their grandchildren. Funds will be appropriated to the Parks and Recreation Department's Recreation division.
- Parks & Recreation – Donations for Park Benches, \$3,531. Appropriate donations received from David Davis, Trina DeCecco, and Lighthouse Charity Team. The donations will go towards the purchase of dedicated park benches at Lake Friendswood and Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's, Parks division, operating equipment budget.
- Parks & Recreation – Donation for Keep Friendswood Beautiful Photo Contest, \$500. Appropriate donation received from HomeTown Bank for the Keep Friendswood Beautiful Photo Contest. Funds will be appropriated to the Parks and Recreation Department's, KFB division, landscaping budget.
- Keep Friendswood Beautiful – Spring Sparkle, \$1,000. Appropriate funds received from the KFB Spring Sparkle event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.
- Keep Friendswood Beautiful – Kendra Scott Gives Back program, \$235. Appropriate funds received from the KFB Spring Sparkle event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.
- Police Department Vehicle Insurance Reimbursement, \$394. Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Police Department's, Patrol division, vehicle maintenance account for repairs made to unit P429.
- Fire Marshal's Office Vehicle Insurance Reimbursement, \$719. Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Fire Marshal's Office vehicle maintenance account for repairs made to unit FM12.
- PSB Expansion Project Materials Testing, \$9,782. Appropriate funds for materials testing contractor needed for the PSB Expansion project. Raba Kistner was originally selected in February 2022 as the materials testing contractor for the PSB expansion project. Due to unsatisfactory performance, the City elected to terminate the contract. Paradigm Consultants was selected as the new contractor to perform these services. The amount of funding required is calculated as the difference between the two contract amounts plus what is owed to Raba Kistner. The funding source will be unassigned general fund balance.
- Community Development/Information Technology – Cityworks, PLL, \$200,000. Appropriate funds for the implementation of Cityworks, PLL, an application that can improve the City of Friendswood's posture by moving our processes to a Smart City

design. A Smart City for Friendswood would be defined as "using information and communication technology (ICT) to improve operational efficiency, share information with the public and provide a better quality of government service and citizen welfare." The transition to Cityworks will allow for improvements with permits, inspections, and plan review submissions which will enhance City services with an all-electronic process. The citizen/customer will be able to track their requests with an online portal to improve transparency with the process. Staff will be able to process requests in a timely and paperless transfer from one department to another. The funding source will be split 60/40 between unassigned General Fund balance and Water & Sewer working capital.

- Community Development Block Grant-Disaster Recovery (Galveston County) – Frenchman’s Creek Acquisition and Relocation Services Contract, \$1,030,000. Following Hurricane Harvey, the City was allocated \$2,762,650 in CDBG-DR housing funds through the General Land Office (GLO) for use on the Galveston County side of the City. The City pursued residential acquisitions under this housing program with the goal of providing additional flood control through the use of green space. The City utilized the damage assessment map from Harvey to look for clusters of major damage and areas that could be utilized for future flood control. Frenchman’s Creek and structures on Deepwood Drive were identified and pursued for acquisition and demolition. The City is in the process of acquiring buildings 4 and 5 at Frenchman’s Creek and requested Galveston County seek acquisition of buildings 1, 2, and 3. Advance funding will be appropriated from unassigned general fund balance and will be reimbursed once grant funding has been received from the State agencies.
 - Parks & Recreation Facilities – Level II Energy Audit and Facilities Assessment, \$12,500.* Appropriate additional funding needed to complete professional services contracted with LIT Consultants, LLC. The company will perform an ASHRAE Level 2 Energy Audit on 11 buildings within the City of Friendswood. The audit will provide the city with a comprehensive inventory of energy consuming equipment, an analysis of the building primary systems sequences of operations, an analysis of current maintenance and operations practices, suggested revisions to building occupant practices, energy efficiency recommendations for the building envelope, lighting systems and heating and cooling systems, and a thorough utility benchmarking process. The audit will also identify areas of opportunity including both high-cost capital expense and no-cost/low-cost recommendations with the goal of reducing the overall energy footprint. Funding in the amount of \$10,000 was originally budgeted in the Risk Management division of the Human Resources Department and will be transferred to Facilities. The remaining \$2,500 will be appropriated from unassigned general fund balance. *Deferred Maintenance

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2022-14, related to Item 10.C. 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- 14

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 IX" 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.

11. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 11.A through 11E. 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.

- A. Consider the second and final reading of an ordinance approving a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.**

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ABANDONMENT OF THE CITY'S INTEREST IN A TWENTY-FOOT (20') WIDE DRAINAGE EASEMENT AND A TEN-FOOT (10') WIDE DRAINAGE EASEMENT ACCESS FOR MAINTENANCE OVER AND ACROSS PROPERTY LOCATED AT 1309 FALLING LEAF DRIVE FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE CITY'S INTEREST IN SAID EASEMENTS; AND ESTABLISHING THE EFFECTIVE DATE.

- B. Consider the first reading of an ordinance amending Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable acceleration" of the Friendswood City Code to add an offense for unreasonable acceleration.**

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

- C. Consider excusing City Manager Morad Kabiri's absence from the May 18, 2022, Special City Council Meeting.**
- D. Consider the reappointment of Judge James Woltz and Associate Judge Robert J. Barfield to serve another two-year term as municipal judges for the City of Friendswood, for a term beginning July 1, 2022, and ending June 30, 2024.**
- E. Consider accepting the April 2022 tax report.**

12. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the June 6, 2022 City Council Regular Meeting at 6:30 P.M.

Mike Foreman, Mayor

Attest:

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: August 1, 2022

Date submitted: 07/11/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on July 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 July 9, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 07 09 CC Meeting Minutes (Draft)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JULY 09, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON SATURDAY, JULY 9, 2022, IN THE COMMUNITY ROOM, LOCATED IN THE FRIENDSWOOD LIBRARY, 416 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS 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
MARY KAY FISCHER	CITY ATTORNEY
LETICIA BRYSCH	CITY SECRETARY

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 8:30 A.M.; all members were present.

2. INVOCATION

City Manager Morad Kabiri gave the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the Pledge of Allegiance of the United States and State of Texas.

4. PUBLIC COMMENT

No one signed up to speak.

5. DISCUSSIONS

A. Receive and discuss current and future City operations, plans, budgets, and goals for the City of Friendswood.

City Manager Morad Kabiri presented the item and stated that Katina Hampton, Director of Administrative Services, would present the City's Multi-year Financial Plan and FY23 Municipal Budget to the City Council.

Ms. Hampton introduced the members of her team that were present to help her answer questions and take down Council comments and direction regarding the proposed financials. Her staff consisted of:

1. Ms. Rhonda Blokas, Deputy Director of Administrative Services,
2. Ms. Emily Peltier, Budget Manager, and
3. Mr. Stephen Shen, Accountant.

Ms. Hampton noted that the Multi-year Financial Plan consisted of forecasting out the City's financial plan for five years, 2023-2027. She noted that said forecast were being planned on certain assumptions, which are all projected very conservatively, and they include:

As it relates to revenues, the staff is estimating a 12% growth in net taxable values based on preliminary values, which includes growth in commercial properties that are not capped at 10% annually, new improvements, as well as any property tax exemptions in Year 1 of the plan with 3.8% in years 2-5. She also noted that sales tax revenues were estimated to increase by 3% annually and all other revenue sources were estimated to increase by 2% per year.

Mr. Kabiri noted that traditionally and historically, the City has seen a 3-4% increase per year in revenues, conservatively speaking. He further noted that the City is not seeing the same amount of commercial construction like what had been seeing in the last few years, and while there are some value increases to residential construction, these cap at 10% annually, the commercial construction does not.

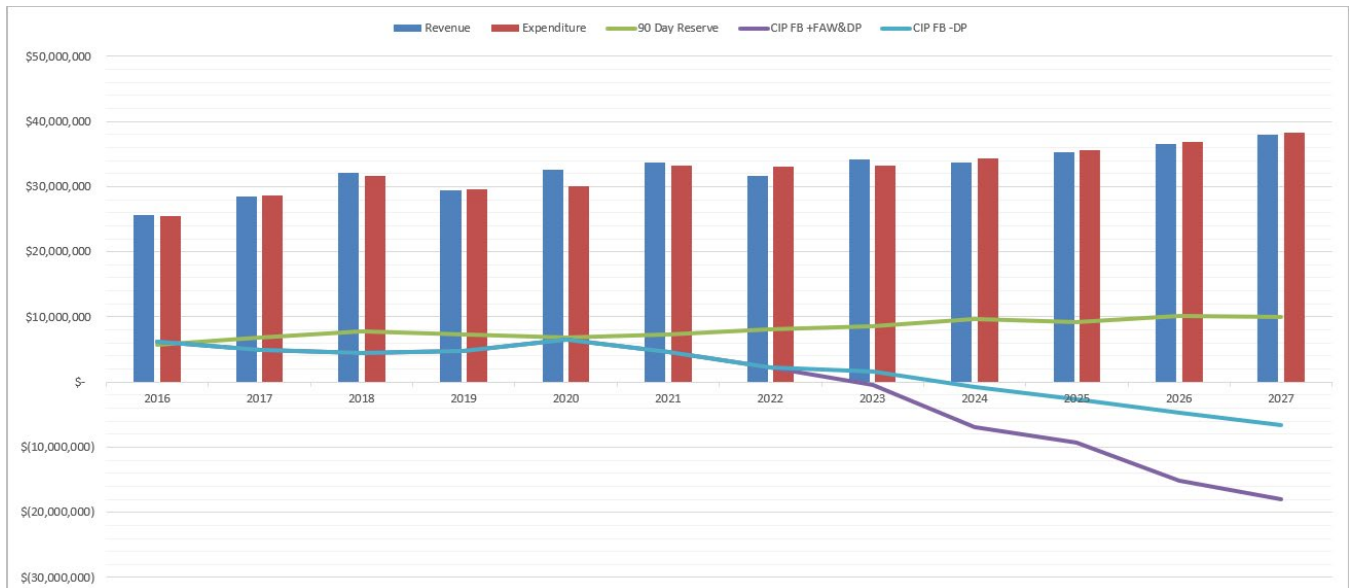
Ms. Hampton noted that as it related to Year 1 of the 5-year plan, staff is developing the proposed budget at the current tax rate; including the 20/21 unused tax increment with an estimated \$34.2 million in General Fund revenues, which are mostly made up of taxes, with 15% from non-tax revenue sources such as fines, fees, intergovernmental revenues, and permits. Ms. Hampton also noted that there are several factors leading to the need to hold the City's flat tax rate; including (1) allowing the City to hold its level of services and operations as well as to complete some special projects; (2) absorbing the costs associated with an increase in some interest rates for bonds; (3) inflationary costs for work and services; and (4) costs increases to the City's health and property insurances. She also noted that the departments had submitted several decision packages in the amount of \$4 million, which the budget will not be able to fund.

Mr. Kabiri noted that operations and maintenance (O&M) rates have been impacted by bond projects, beyond the debt service, which is impacting the City's operation. He provided the example of the cost to mow and maintain properties that are being purchased for drainage and green space. Mr. Kabiri stated that the year Council did not approve the recommended tax increase of a penny, staff had to cut \$391,000 out of the General Fund budget to pay the City's debt service and maintain its level of services and operations; and this was accomplished through the elimination of some staff and a reduction in pay for the City Manager.

Mr. Kabiri in response to a question from Council, noted that this year, a penny is worth \$475,000 to the budget.

Ms. Hampton noted that as it relates to the planning assumptions for the proposed budget, staff hopes to maintain the City's existing personnel with a 3% increase for wages and personnel costs; non-personnel costs have increased by 5% based on a 5-year historical average.

Ms. Hampton showed the Council a chart outlining the City's change and projections in revenues and expenses from 2016 to 2027. The chart is noted below:



Ms. Hampton stated that the City has maintained and will continue to maintain the required 90-day reserve monies and further noted that the use of those monies above the 90-day reserve has helped the City pay for certain increases to operations as well as projects and capital purchases. Mr. Kabiri noted that the infusion of the \$2 million in COVID monies that came in last year helped the City cover the depletion of the above 90-day reserve; which would be roughly \$1 million short.

Mr. Kabiri gave the Council an overview of the cost increases associated with the Friendswood Volunteer Fire Department (FVFD) and EMS Services due in part to the increase in EMS calls for service as well as the conversion of part-time staff to full-time required to cover the three existing ambulances. He further noted that the FVFD projects that it will need to add a fourth ambulance at some point which will require additional staffing, which is an estimated increase to the contract of \$300,000 a year for the next five years. Mr. Kabiri noted that this increase has prompted staff to discuss bringing these services in-house and preliminary analysis show it to be more costs effective. Mr. Kabiri stated that staff would be bringing the Council more information on this item as discussions continue with the FVFD.

Ms. Hampton summarized the proposed Multi-year Financial Plan in that it will maintain the 90-day operation reserve through the five years; it has a flat tax rate in 2023, and a no-new-revenue rate through FY27; and does not include decision packages.

Ms. Hampton then moved on to give the Council an overview of the proposed FY2022-2023 budget for the General and Water Sewer Funds. Ms. Hampton noted that there are eight major key budget drivers, and they included the following:

Economic State and Inflation:

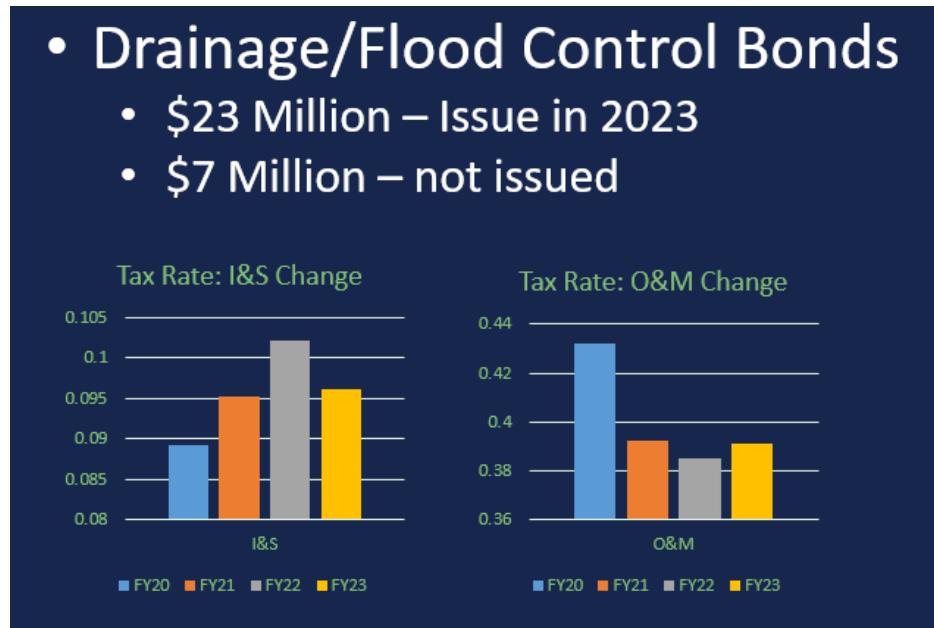
The current economic climate and inflation is causing increases to consumables, such as fuel (23%), and electricity (8%). She also noted that the purchase of vehicles and equipment (23%) is up due to the supply and demand, elimination of government incentives as there is no need for competition, and supply chain delays.

Operational Costs:

Supplies such as operating supplies and equipment, personnel supplies and fuel are up \$262,500 (20%) from last year. Also, services such as contract services (janitorial, mowing, engineering, software), emergency services, insurance and internal leases are up \$1,374,232 (12%). Mr. Kabiri noted that of the \$1.3 million in services, \$387,000 was just for landscaping services, and staff is trying to balance the costs and the level of service that citizens have come to expect from the City.

Debt Service Obligations:

Ms. Hampton went over the following chart showing the costs associated with the voter approved drainage/flood control bonds:



Insurance:

Ms. Hampton noted that insurance has also increased and while some of these are projections, staff is hoping that they will come in lower than what is noted below:

- Windstorm is increased by \$70,000 or about 30%.
- Employee Health Insurance is still being negotiated but preliminary projections show a \$240,000 or 10% increase.
- Property and Liability Insurance is increased to \$63,000 of about 15%.

Deferred Maintenance & Equipment:

The decision packages being funded are about \$2.4 million.

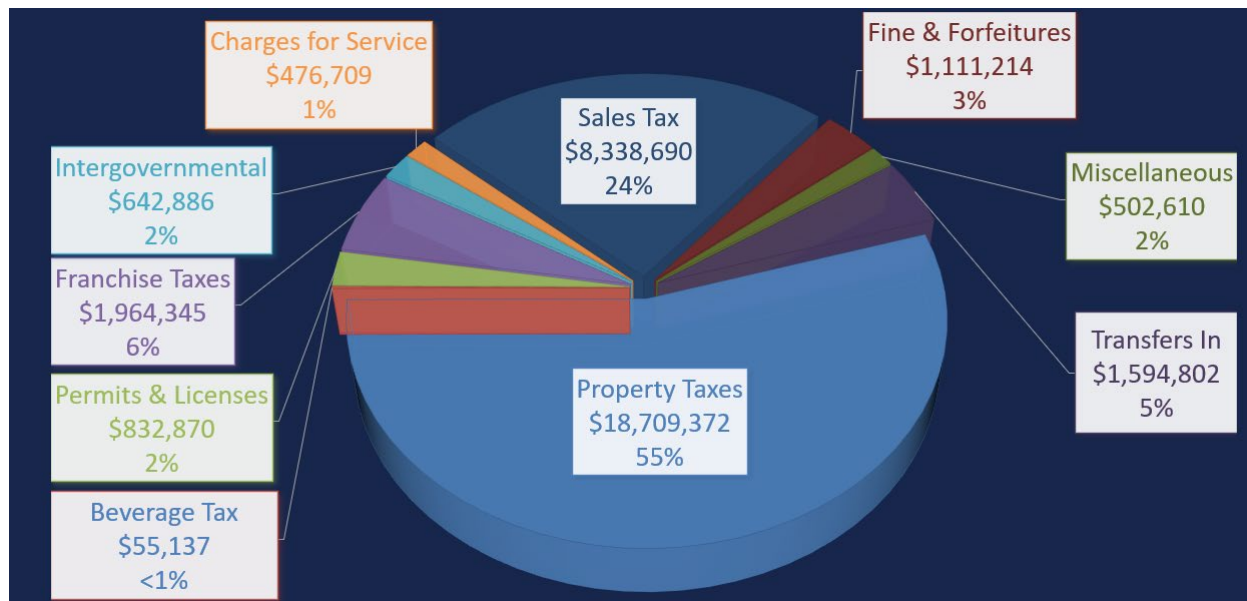
Bond Project Impacts and Grant Project Impacts:

Increases to these items include mowing and overhead; i.e., utilities, janitorial and maintenance, in the amount of \$157,000 from last year's amounts.

Personnel Costs:

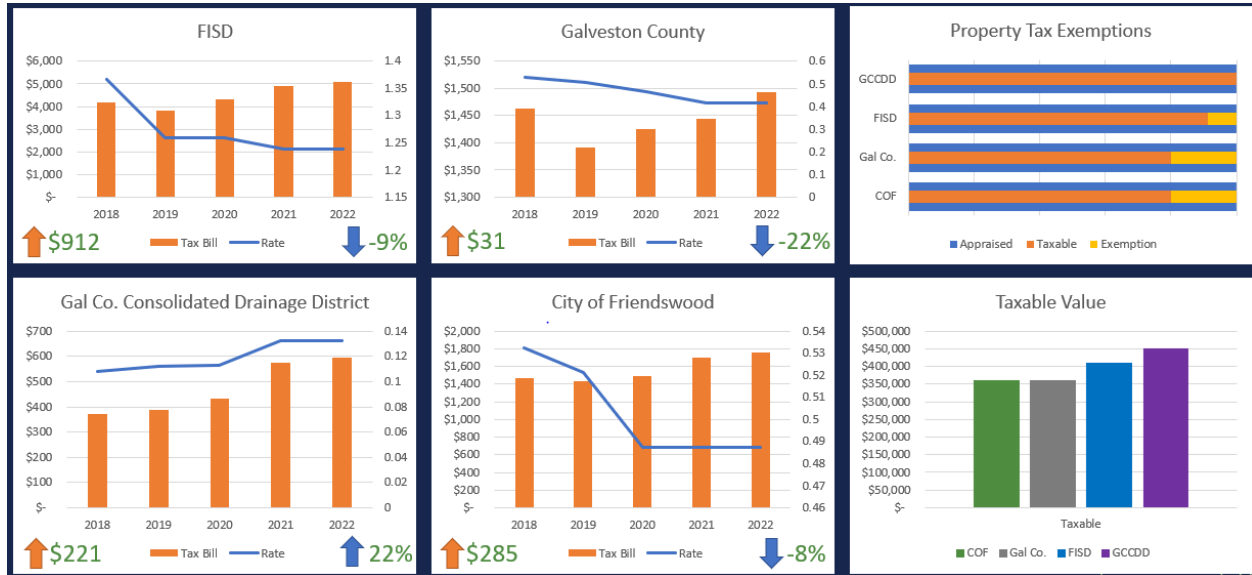
There is a 2.75% merit-based increase listed in the proposed budget to help employees cover the costs of increases to living expenses. This is a \$650,000 increase to the budget with \$550,000 being in the General Fund and \$80,000 being in the Water Sewer Fund. Mr. Kabiri noted that the City does not give staff a costs of living adjustment and instead provides merit increases, so those employees that do not perform, do not get the increase. Mr. Kabiri noted that Friendswood has the lowest staffing per capita of the Houston area.

Ms. Hampton gave the Council an overview of the General Fund and stated that its revenues are projects at \$34.2 million using the current tax rate of (\$0.487314) and noted that the City will need to use the 20/21 incremental rate provision utilized, and while there are 5 cents in savings, staff is recommending to only use 3/5 cents. Ms. Hampton showed the Council the following chart illustrating the breakdown of the funds revenues:



Ms. Hampton further noted that the estimated taxable value is \$4.8 billion which is up from \$320 million, and includes new construction, exemptions, and the over 65 freeze ceiling values. She further noted that staff is estimating \$59 million in new construction value, \$355 million in property values that are currently under protest and \$4.5 million in tax debt service obligation, up to \$200,000.

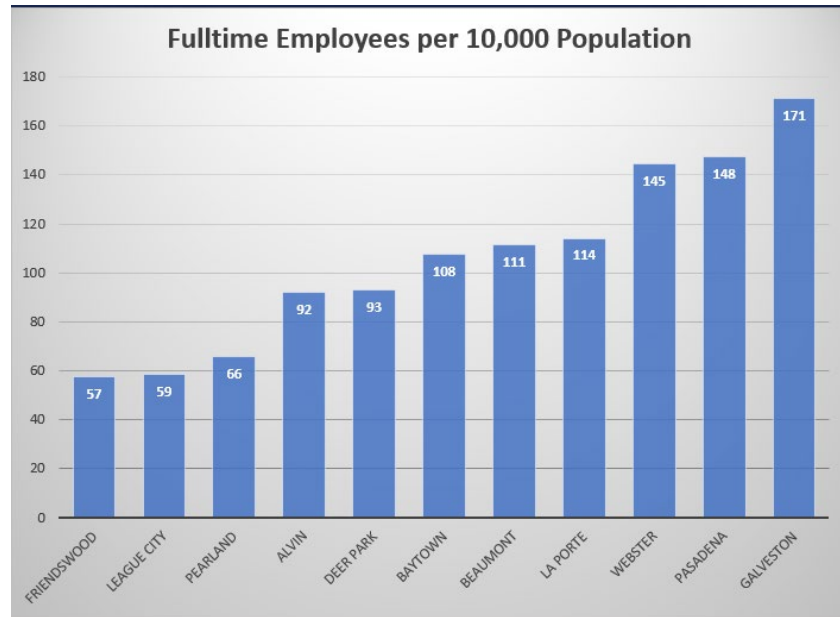
Ms. Hampton then showed a chart outlining the tax rate vs tax bill comparison for the last five years for a \$450,000 as follows:



Ms. Hampton noted that 66% of the General Funds proposed expenditures are related to personnel costs, 28% is non-personnel expenditures, 3% is force of nature, non-personnel items, 2% is related to capital purchases and 1% is force of nature personnel costs. The breakdown of the General Fund expenses is noted below:

GENERAL FUND EXPENSES ~ \$34.5M	
Personnel \$23.3M (up \$1M)	
Merit of 2.75%	
Health & Dental increase 10%*	
Communications Operator & GIS Tech	
Overtime increase	
FAW \$1.2M	
Personnel	\$375K
Non-Personnel	\$863K
Non-Personnel \$11.2M (up \$616K)	
Consumables (Fuel, Elec)	\$161K
Vehicles – Internal Lease	\$125K
Software Upgrades**	\$173K
Operational Impact	\$157K

Ms. Hampton noted that the biggest question when looking at the General Fund is how staff balances the scale and do more with less and still serve citizens, mitigate inflation, keep the City's most valuable asset, its employees, and also prepare for a potential economic recession. Mr. Kabiri again noted that the city has the lowest number of staff per capita, 57 employees per 10,000 residents, the lowest in the Houston area, and while he was not a proponent of increasing staffing unnecessarily, he wanted to note that the current staff is not just maintaining services but has in many instances enhanced them with the same number of resources, and we want to be able to maintain that great staff moving forward.



The last discussion on the General Fund was an overview of the tax rate analysis with O&M growth from 2010 to 2023, and Councilmember Scott noted that he appreciated all the hard work that the City staff puts in to keeping service up while reducing the tax rate. He commended the Finance staff, the City Manager's Office and everyone who works to keep Friendswood financially secure and conservative.

Ms. Hampton gave the Council an overview of the Water Sewer Fund and stated that its revenues are projects at \$18 million and noted that the revenues are mostly water service fees, water meter sales, and administrative fees. Mr. Kabiri noted in response to a question from Council that an estimated 45% of the new automatic water meters have been changed out, so staff cannot tell if and how much the revenues for this item will be moving forward. Ms. Hampton further noted that most of the expenditures in this fund are related to services and not personnel. The Water and Sewer Expenditures are for the upcoming year are noted below:

Personnel \$2.9M		Non-Personnel \$13.3M	
Merit of 2.75%	\$71K	Current Services	\$6.3M
Health & Dental increase	\$35K	FAW-SEWPP Capital Improvements	\$218K
Preliminary – All Funded		FAW-Blackhawk Wastewater Operations	\$280K
Decision Packages	\$630K	Sewer Line Maintenance	\$300K
		Debt Service Obligations	\$4.3M
		Transfer to General Fund	\$1.7M
		Other Force-at-Work	\$156K

Ms. Hampton noted that the next steps in the process include the following key dates:

- ✓ 07/29/2022 - Proposed Budget Delivered
- ✓ 08/01/2022 - Budget Work Session
- ✓ 08/29/2022 - Proposed Budget Public Hearing

- ✓ 09/12/2022 - Public Hearing on Tax Rate
- ✓ 09/12/2022 - Budget & Tax Rate Adoption

Mrs. Hampton requested feedback from Council on this item.

Council comments were as follows:

- Mayor Foreman thanked the Finance team for a great presentation as this has been a taxing year due to all of the inflation and rate increasing; he appreciated all the attention to detail.
- Councilmember Griffon stated that it was a wonderful report and noted that residents are experiencing the same economic challenges as the City, and Council needs to be cognizant of that.
- Councilmember Scott commended the staff of another well done budget and asked if they are trying to keep the tax rate flat from last year, which is a 3.5% increase, and how much is that in revenue. Mr. Kabiri responded that it results in about \$1.2 million in increased revenue.
- Councilmember Rockey requested that staff bring back numbers related to bringing the FVFD inhouse. Also asked staff to look at the option to bring in landscaping service inhouse, as well. Mr. Kabiri responded that staff has looked into the landscaping option and at this time, it is still less expensive to contract this services versus bringing it inhouse and paying for staff and the purchase of the necessary equipment.
- Councilmember Hanks stated that it was a really nice presentation and noted that she appreciated that staff is trying to maintain the level of service, which are good because the citizens still want the same level of service.
- Councilmember Scott stated that Council has been very fiscally responsible and should continue to keep that same fiscal responsibility moving forward and there might come a time when the level of services will need to be cut back to keep operational costs down. Mr. Kabiri noted that the citizens have an expectation of certain services from the City and staff would like to maintain those levels as much as possible.
- Councilmember Branson stated that she would like staff to consider creating relationships with local groups to partner with in order to help reduce some costs, similar to what is done with the baseball groups.

With no more comments Mayor Foreman recessed the meeting at 9:42 A.M.

Mayor Foreman reconvened the meeting at 9:54 A.M.

B. Review and discuss City policies and procedures, including but not limited to (1) Council Rules of Procedure, (2) Appointment Policy, and (3) City Facility Naming Policy.

Mr. Kabiri presented the item and stated that the first policy to be considered is that of the Appointment Policy. Mr. Kabiri noted that staff had completed a full audit of the City's current boards, commissions, and committees, and is recommending some updates that will be codified in order to make them clean and concise moving forward. The Council gave staff the following direction on this item:

- Remove the ex-officio listed in the Planning and Zoning Commission,
- Write that the City Attorney is required to attend Planning and Zoning Commission meetings,
- Add the 5th position of Interested Citizen to the Animal Control Advisory Committee,
- Remove the ex-officio from the Community and Economic Development Committee, and clarify responsibilities as an advisory board,
- Fourth of July Committee and Keep Friendswood Beautiful will have seven voting members, and the rest will be considered ex-officio members,
- Fourth of July Committee and Keep Friendswood Beautiful will be advisory in nature and will make recommendations to Council and/or the City Manager,
 - Discussion ensued about the Grand Marshal selection this past year. The Mayor and Councilmembers Hanks and Scott agreed to the next Fourth of July Steering Committee meeting
- No board, committee or commission will make decisions or apply for grants without the approval of council and/or the city manager, in order to fully understand the operational costs associated with the proposed project,
- All appointments and reappointments should go through the council liaison before asking the member if they desire reappointment, said process should be made clear in the policy,
- Term limits will be added to boards, commissions, and committees, similar to council, 12-consecutive years, with the provision that Council can override a term-limited appointment. Term limits are only for full members and not terms related to ex-officio members and alternates,
- Senior Citizen Advisory Committee will be made a nine-member board and duties will be clarified as an advisory board,
- Friendswood Downtown Economic Development Corporation (FDEDC) will need to bring items for Council approval,
- Keep Council Liaisons and revisit at the next retreat,
- Staff needs to review the handbook and present training on a biannual basis,
- Agreed to move appointment of council liaisons from July to August,
- Allows for boards, commissions, and committees to approve their own rules as long as they are consistent with those of Council,
- Agreed to note that the taxes referenced in membership are ad valorem taxes,
- As it related to the background checks, look to other cities to see what they consider a disqualifier,
- Agreed to remove Council requirements to the FDEDC rules as they are a separate corporation governed by article and bylaws,
- Agreed to codification of boards, commissions, and committees in Chapter 2 of the Code, and
- Agreed to add the attendance policy in the Code.

Mayor Pro Tem Griffon left the meeting at 10:38 A.M.

Council reviewed the proposed liaison lists and Mayor Pro Tem for the next year.

Mr. Kabiri presented the Council Rules of Procedure for proposed amendments. Council debated the following recommendations; no unanimous direction was given. Staff to bring back the proposal at a regular Council meeting for consideration:

- including a provision that recognizes that executive sessions are allowable under state law,
- removing the book requirement so to allow minutes to be kept electronically,
- delegating this duty to approve/disapprove absences of the City Council, the City Manager, the City Attorney, and the City Secretary to the Mayor, whether that duty is imposed by Charter or the rules of procedure,
- allowing all persons to vote regarding a presiding officer,
- removing conditions on recesses to rely on state law,
- mirroring the language in the Charter regarding the Mayor having no power of veto,
- removing language regarding Chapter 171 conflicts, as there are other conflict provisions, e.g., Chapter 176, with which Council would have to comply, thus, allowing Council just to rely on state law,
- referencing the charter, as to what action Council may take, and
- adding a Robert's Rules revision to allow for staff to summarize the item and answer questions prior to a motion by the council and changes to the table/debate/closing debate process, though this item was not unanimous.

The Council requested a full public forum, allowing a person to sign-up and speak once during the public comment period on any item or topic they desire.

Mayor Foreman recessed the meeting at 11:41 A.M.

Mayor Foreman reconvened the meeting at 11:45 A.M.

Mr. Kabiri presented the Council with the existing Facility Naming Policy and stated that there are different ways to honor people in the community, such as naming facilities, streets, benches, trees and other items. After reviewing the existing policy, the Council requested that the staff bring back a policy with all the different policies put into one, preferably with more options (volunteer wall, plaques, road signs) in a tiered system to allow for Council to consider any and all options when deciding how a person of note in the community will be honored. Further Council directed that no item; such as, a bench, tree, etc., will be paid for by the City unless approved by the Council. Mr. Kabiri stated that he would bring back the policy at a later date.

Mayor Foreman established an ad hoc committee composed of Councilmembers Branson, Hanks, and Erenwert to consider the manner in which to honor the contributions of Mrs. Joycina Baker.

Lastly, Mr. Kabiri went over some social media tips for Council personal social media accounts.

6. COMMUNICATIONS FROM MAYOR, COUNCILMEMBERS AND/OR COTY MANAGER

There were no council comments.

7. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the July 9, 2022, City Council Special Meeting at 12:15 P.M.

Mike Foreman, Mayor

Attest:

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: August 1, 2022

Date submitted: 07/12/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves a School Resource Officer ("SRO") Agreement with the Friendswood Independent School District (the "District") for the period commencing on September 1, 2022, and ending on August 31, 2023. Pursuant to the proposed agreement, the City will provide four (4) policy officers to staff the SRO program during the school year and one (1) officer for the summer school sessions and one (1) officer for the summer community education programs. The District is to pay for the full cost of the services provided by the City. The Chief may reassign the officers due to an emergency, a shortage of officers or another appropriate reason as determined by the Chief.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. SRO Agreement - Signed by FISD

SCHOOL RESOURCE OFFICER AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This School Resource Officer Agreement ("Agreement") is made and entered into this ____ day of June, 2022, by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

WITNESSETH:

WHEREAS, FISD and the CITY desire to increase safety of school zones within its overlapping territorial limits; and

WHEREAS, FISD desires to have the City through its Chief of Police ("Chief") continue the School Resource Officer ("SRO") Program in a manner to reflect budget neutrality for the City; and

WHEREAS, FISD and the City have jointly established written SRO guidelines and procedures under which the SRO Program ("Program") will operate; and

WHEREAS, in accordance with Section 37.081 of the Texas Education Code, the FISD's Board of Trustees has established the SRO's jurisdiction as including all district properties, all district-sponsored activities, both on-campus and off-campus, and during all travel to and from district-sponsored activities.

WHEREAS, the parties desire to enter into this Agreement for the provision of police services by the City in Friendswood High School, Friendswood Junior High School, and other FISD campuses; and

WHEREAS, all obligations of the parties will be funded from their respective current revenues;

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

1. DATES OF AGREEMENT.

- a. This Agreement will commence on September 1, 2022, and expire on August 31, 2023. This Agreement may be extended or canceled by either of the participating agencies giving ninety (90) days' written notice to the other party.
- b. Should either party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate written notice to the other party and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.
- c. It is expressly understood and agreed that this Agreement may be terminated by the City if FISD has defaulted in timely paying any obligation herein and fails to cure such default within five (5) days of receiving written notice thereof. If FISD fails to cure the default within the five-day period, the City shall be relieved of its obligations under this Agreement and the Agreement shall be deemed terminated effective after the

expiration of the five-day cure period. Likewise, FISD shall have the right to terminate this Agreement should the City default in its obligations and fail to cure such default within five (5) days of receiving written notice thereof. Any notice permitted or required to be given in this paragraph to FISD shall be given by registered or certified United States mail, postage paid, return receipt requested and addressed to FISD, Attention: Superintendent of Schools, 402 Laurel Dr., Friendswood, Texas 77546. Any notice permitted or required to be given in this paragraph to the City shall be given by registered or certified United States mail postage paid, return receipt requested, addressed to the City, Attention: City Manager, 910 S. Friendswood Dr., Friendswood, TX 77546. All notices hereunder given shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this section.

2. OFFICERS PROVIDED.

- a. **SCHOOL YEAR.** For FISD's 2022-23 school year, the City will provide four (4) police officers to staff the Program in accordance with the following schedule:
 - a. the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday;
 - b. the length and starting time of the day may be altered to meet special needs at the school; and
 - c. changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

An SRO will report to the City on days when the students are not in school. Two police officers will be assigned full-time to SRO duties at the Friendswood High School, one police officer will be assigned full-time to SRO duties at the Friendswood Junior High School, and one police officer will be assigned roving duties at all other FISD campuses, during the days students are scheduled to be at school for the 2022-2023 school year.

- b. **SUMMER SCHOOL.** For FISD's 2023 summer school session, the City will provide one (1) police officer to staff the Program in accordance with the following schedule:
 - (1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;
 - (2) the length and starting time of the day may be altered to meet special needs at the school; and
 - (3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the students are not in school. For FISD's summer school, the police officer will be assigned full-time to SRO duties at Friendswood High School, during the days students are at summer school at Friendswood High School.

- c. **SUMMER COMMUNITY EDUCATION PROGRAMS.** For FISD's 2023 summer

community education program, the City will provide one (1) police officer to staff the Program in accordance with the following schedule:

- (1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;
- (2) the length and starting time of the day may be altered to meet special needs at the school; and
- (3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the summer community education program is not in session. For FISD's summer community education program, the police officer will be assigned full-time to SRO duties at Friendswood Junior High School.

3. **COMPENSATION.** FISD shall pay the City the actual full cost of providing police services, including all salaries and benefits, including retirement contributions, City's Medicare contributions, and approved overtime for three full-time police officers, and the use of two police vehicles based on a 6-year life cycle, for the term of this Agreement, and will make those payments from current revenues available to FISD. The annualized cost of the two police vehicles will be pro-rated for the months the Program is being provided to FISD by the City. If FISD is required to reduce the number of SROs it funds due to reduced budgeted funds, it will notify the City at the time the reduction in funding occurs and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.
4. **METHOD OF PAYMENT.**
 - a. The City shall develop a detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement which is attached hereto as Exhibit "A" and incorporated herein for all purposes. Based on this estimate, FISD shall pay the City in 12 equal monthly payments on the first day of each month of the term of this Agreement, beginning on September 1, 2022, and ending on August 31, 2023. Payment shall be made to the City and sent to the following address: Administrative Services Office, City of Friendswood, 910 S. Friendswood Drive, Friendswood, Texas, 77546-4856, Attention: Finance Division. A copy of the remittance documentation shall be sent to the Chief and the City Manager.
 - b. Upon completion of the term of this Agreement, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be calculated and a determination made of the variance between the amount paid during the year by FISD and the actual full cost incurred and owed by FISD. Any amount paid during the year by FISD in excess of those costs actually incurred shall be refunded to FISD by the City within thirty (30) days of a written request submitted by FISD. Any amount owed by the FISD as a result of such variance shall be remitted to the City within thirty (30) days of a written request submitted by the City. Request for a refund by FISD or a remittance by the City must be submitted to the other party within thirty (30) days of the conclusion of this Agreement. Should the Agreement be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible party to the other.

- c. The current salary schedule will be at each officer's current salary rate. Each officer will receive merit increases on the anniversary date of hire by the City. The City will document the Fisd billing to reflect this salary adjustment.
 - d. The City will bear the expense of one full-time officer assigned to school security duties, in compliance with previous grant conditions as stipulated by the federal government. The Friendswood Police Department will provide sufficient marked police cars so that each SRO will have transportation. This transportation will allow them to transport prisoners from the schools to the incarceration facilities located in Galveston County.
 - e. The City will purchase and provide all fuel, maintenance, and insurance costs for vehicles as well as all other equipment normally provided to marked patrol cars. Fisd will be billed for the use of two vehicles based on a 6-year life cycle. The annualized cost of the two police vehicles will be pro-rated for a nine-month school year. The City and the Department shall remain solely responsible for the officers' use of the police cars and while not in use by the SROs, the police cars may be assigned to other officers for use during non-school hours.
5. **SUBSTITUTE OFFICER.** The City will provide a replacement or substitute SRO whenever it is anticipated that an officer will be away from normal SRO duties. Fisd agrees to pay the substitute officer's overtime rate.
6. **EQUIPMENT PROVIDED BY FRIENDSWOOD POLICE DEPARTMENT.** The City will provide the SRO's the following:
- a. uniforms, including bulletproof vests,
 - b. law books and report forms needed,
 - c. 800 MHz radios,
 - d. patrol cars,
 - e. training, and
 - f. other miscellaneous police-related equipment and supplies.
7. **EQUIPMENT PROVIDED BY Fisd.** The Fisd will provide an office and office equipment for the officers on each campus, including desks, chairs, phones, copier (or access to), internet access for computer use, file cabinets on each campus, maps and personnel rosters of campuses, school policy manual and school district frequency radios. Fisd will also provide sufficient security containers with key code access for the storage of weapons and other police-related supplies. Offices must be set up so that an officer can conduct an interview in privacy.
8. **INDEPENDENT CONTRACTORS OF Fisd.** The SROs shall remain employees of the City and shall be at the control and supervision of the Chief. The City shall be solely responsible for the compensation, assignment, training, and supervision of the SROs, and shall ensure that the officers have completed all background checks as required by the Department and Fisd under Texas law. Complaints or problems with SROs shall be directed through the Chief.
9. **POLICE TRAININGS AND FUNCTIONS.** The police officers shall be scheduled to attend and participate in mandatory training set out by law or policy, and in reasonable training programs that directly impact their ability and skills as SROs. The City will strive to assign the SROs to training dates that match those days that school is out for teacher training. It will not be possible for the SROs training day to match each day as that of the teacher in-service, but every effort possible will be made. Joint annual training will occur each year either just before or just after the

beginning of the school year for officers and District administrative staff for District campuses to ensure that all personnel are familiar with operational protocols, limits of authority, and updated case law. The City agrees to compile data and report all Group A and Group B offenses to the FBI using the National Incident Based Reporting System.

10. **TEMPORARY REASSIGNMENT OF OFFICERS.** It is expressly agreed and understood between FISD and the City that, if in the opinion of the Chief, it is necessary to use the officers assigned to carry out this Agreement for other duties due to an emergency, shortage of officers or other reasons as determined solely by the Chief, that the Chief may temporarily suspend the assignment of such officers. If the assignment is suspended for a temporary response as determined by the Chief, the officer will return after such response and/or the Chief may assign another officer as an SRO during such temporary assignment.
11. **OFF-DUTY WORK.**
 - a. The SROs may work part-time off-duty jobs at school-approved functions. Officers shall have the right to refuse to perform any off-duty work. The FISD shall offer such work only as an independent assignment, separate from the officers' duties as an SRO. FISD may offer the SROs the right of first refusal for such work. FISD shall not state or imply that such additional work is not voluntary or that any work condition as an SRO is dependent upon the officer's agreement to perform any off-duty job.
 - b. To accommodate the staffing of large events, such as after-hours functions, meetings, and/or sporting events, requiring four or more officers, there will be a separate billing for Department overtime. This will only occur if FISD expects the City to provide security at such events. Such events would include the home football games and home stadium band competitions.
12. **LUNCH PERIODS.** SROs will be entitled to a ½-hour paid lunch break. The SRO will be subject to emergency calls during lunch.
13. **OFFICERS' DUTIES.**
 - a. The SRO's primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests and conducting follow-up investigations on campus. The SROs should be contacted for all on-campus responses; however, in the event of an emergency that requires additional officers in the absence of the SRO, the 9-1-1 reporting system should be utilized. SROs should maintain close liaison with campus personnel and be familiar with potential problems. SROs have discretion in matters relating to offenses at the Class C Misdemeanor level. They may, however, take the school's wishes into consideration, as the officer deems appropriate.
 - b. The ultimate goal of the Program is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school disciplinary policies and codes and the discipline codes of each school.

- c. Officers shall have final authority in all criminal matters that they investigate. As employees of the City, officers will strictly adhere to all policies and procedures, as well as, Federal and State law, in all matters pertaining to arrest, search and seizure. Furthermore, officers are subject to limitations of authority as stipulated by Department Policy 2-1.
 - d. SROs shall not become involved in administrative (school related) searches and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
 - e. Nothing in this Agreement shall be construed to prevent an officer from carrying out his/her duty as a law enforcement officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the City or the Friendswood Police Department.
14. **PROGRAM GOALS.** The SRO Program goals are based on the following concepts: law enforcement officer, law-related educator and informal mentor and role model.
- a. The SROs are first and most importantly law enforcement officers dedicated to working with school staff to promote and maintain a safe environment in their assigned school where students can learn and teachers can teach.
 - b. The SROs are law-related counselors who provide guidance and information on law-related issues to students, faculty, and administrators. They are a link to and an advocate for student referral services on and off campus.
 - c. The SROs are law-related teachers who provide their schools with an additional educational resource by sharing their expertise of Texas State laws and City ordinances in the classroom.
 - d. The SROs are a resource for parents. The SROs may, in an off-duty capacity, attend extra-curricular activities sponsored by their respective schools, including, but not limited to, athletic events, parent meetings, student dances and concerts.
 - e. The SROs report serious crime if it occurs on campus. They cooperate with law enforcement officials and facilitate the investigation of crime that may occur involving District students on or off the campus.
 - f. The SROs are trained and expected to provide a swift, sure response to on campus incidents, such as the disruptive behavior of trespassers, the possession or use of weapons on campus, damage to or theft of property or a breach of District anti-violence provisions.
 - g. Beyond these goals, the SROs are to be an exemplary role model for the students of their schools: sending the strong message that violent behavior is not acceptable; providing leadership to help students make good choices; and enriching the partnership of teachers and SROs in support of students.
15. **ASSIGNMENT AS SCHOOL RESOURCE OFFICER.** The Chief and Fisd will jointly select the officers for possible SRO assignment. The City will provide the training required for the new SRO; except, Fisd will ensure an assigned SRO is familiarized with Fisd, campus and Education Code

provisions affecting his or her assignment. The Chief will have the authority to discipline or discharge an SRO. The City is responsible for annual performance evaluations of each SRO. The school principal may provide input to the process. An SRO must comply with the personnel policies of FISD, the personnel policies of the City, and the mission vision, values, and policies of the Friendswood Police Department (the "Department").

16. **EDUCATIONAL RECORDS.** The City understands that FISD is required to comply with certain Federal, State, and local laws and/or administrative regulations governing the confidentiality of information contained in student educational records. The City further understands that FISD follows certain rules, procedures and/or protocols to protect the confidentiality of student educational records. The City agrees the SROs will be required to abide by FISD rules, procedures and/or protocols regarding the confidentiality of student educational records. The City and FISD agree the SROs are designated as school officials under the Family Educational Rights and Privacy Act ("FERPA"). As such, (1) the services and functions provided by the SROs are services and functions for which FISD would otherwise use its own employees; (2) the SROs have been determined to meet the criteria set forth in FISD's annual notification of FERPA rights for being school officials with a legitimate educational interest in such information; (3) the SROs are under FISD's direct control with respect to its access to, maintenance of, use of, and disclosure of information contained in student educational records; and (4) SROs will use such information only for purposes expressly authorized by FISD, specifically to promote school safety and the physical security of the students. The SROs may not release such information to other parties, except as required to provide services under this Agreement or otherwise as expressly permitted by FERPA, other applicable laws, and FISD.
17. **CRITICAL INCIDENT COMMUNICATION.** The City and FISD agree that should a critical incident occur at a FISD school, each shall follow its critical incident/emergency operations plan.
18. **MISCELLANEOUS.** The Program at each campus is designed to be unique, based on the working relationship established between the principal of the school and the assigned SRO. The needs at each campus are different. The principal and the SRO will develop a common vision that enables the tailoring of a program to meet student needs given the range of ages at the junior high and high school. Working as a team, the principal, other key campus staff and the SRO, will make FISD's ten elements of character education a lively, active force in the day-to-day life on each campus.
19. **NOTICES.** All notices, communications, and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546-4856
Attention: City Manager

with a copy to:

Friendswood Police Department
1600 Whitaker Drive
Friendswood, Texas 77546
Attention: Chief of Police.

If intended for FISD, to:

Friendswood Independent School District
402 Laurel Drive
Friendswood, Texas 77546
Attention: Superintendent of Schools.

20. VENUE. The obligations of the parties hereto shall be performed in Galveston County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.
21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.
22. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
23. ENTIRE AGREEMENT. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous agreements between the parties and relating to matters in this Agreement, and cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
24. AUTHORITY. This Agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, V.T.C.A., and Chapter 37, Texas Education Code, V.T.C.A. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governmental entities.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this ____ day of July, 2022.

CITY OF FRIENDSWOOD

MORAD KABIRI
City Manager

Date

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT


THAD ROBER
Superintendent of Schools

7-18-22
Date

Exhibit "A"

Personnel Costs

	Whittaker	Waggoner	Ives	Kimberly
Salary/Wages	\$ 82,430.40	\$ 84,510.40	\$ 84,510.40	\$ 92,372.80
Taxes	\$ 6,581.33	\$ 6,749.63	\$ 6,878.15	\$ 7,419.95
Benefits	\$ 34,956.63	\$ 35,356.45	\$ 35,633.90	\$ 36,941.48
Add Pays	\$ 3,600.00	\$ 3,720.00	\$ 5,400.00	\$ 4,620.00
	\$ 127,568.36	\$ 130,336.48	\$ 132,422.45	\$ 141,354.23
				City Paid

12 mo estimated total cost of salaries for SRO Program \$ 531,681.52

FISD 9mo estimated cost of 3 officers for SRO Program \$ 292,745.47

Average one month cost of an SRO for SS and/or CE coverage \$ 10,842.42

FISD est. cost for coverage of SS and CE during summertime \$ 21,684.85

FISD TOTAL ESTIMATED SALARY AND FRINGE COSTS FOR 2023 SCHOOL YEAR **\$ 314,430.32**

Vehicle Costs

	Annual Capital (based on 6-year life cycle)	Annual Ins./Maint./Gas	Total Annual	City Annual
Supervisor	\$ 12,560.33	\$ 12,000.00		\$ 24,560.33
Patrol	\$ 12,560.33	\$ 12,000.00		\$ 24,560.33
Patrol*	\$ 12,560.83	\$ 12,000.00	\$ 18,420.62	\$ 6,140.21
Patrol**	\$ 11,339.33	\$ 12,000.00	\$ 17,504.50	\$ 5,834.83
			\$ 35,925.12	\$ 61,095.70
			FISD Est. Cost	City-Paid

*Agreed to costs for 6-year life cycle of vehicle in 2022 contract (year 2 of 6)

**Agreed to costs for 6-year life cycle of vehicle in 2021 contract (year 3 of 6)

Estimated FISD Annual Total Costs - 9 mo + SS + CE

9 mo est. cost of 3 officers	\$ 292,745.47
2 mo. est. cost of 1 officer	\$ 21,684.85
Annual vehicle costs	\$ 35,925.12
	\$ 350,355.44

TOTAL EST. CITY COST OF SRO PROGRAM \$ 202,449.93