CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 2, 2025, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

United States Pledge and State of Texas Pledge.

4. SWEARING-IN CEREMONY

A. Administer the oath of office to Robert J. Griffon, Councilmember Position No. Four.

5. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report.

A. Provide an overview of H-GAC's Regional Growth Forecast, including Pearland FM 518 Corridor Study (from McLean Road to E. Edgewood Drive) and the possible impact on Friendswood's thoroughfares.

6. PUBLIC COMMENT

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 to place an item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Library Advisory Board's Annual Report.

8. WORK SESSION TOPICS

A. Receive and discuss an update regarding emergency preparedness.

9. CITY MANAGER'S REPORT

A. Present an update regarding the City's Fourth of July celebration.

B. Present an update regarding Small Business Week held May 4-10, 2025.

C. Recognize the Waste Connections of Texas 2025 Scholarship Recipients.

D. Recognize Finance Director Rhonda Bloskas for completing the North Central Texas Council of Governments (NCTCOG) New & Emerging Finance Directors Program.

E. Recognize the City Secretary's Office for receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award.

10. BUSINESS ITEMS

A. Consider authorizing an agreement with PM Construction & Rehab, LLC, a subsidiary of PURIS LLC, through HGACBuy for the 2025 Sanitary Sewer Rehabilitation Program for sewer mains and manhole rehabilitation and repairs.

B. Consider the election of a Vice Mayor Pro Tem.

11. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment IX" and providing for supplemental appropriation and/or transfer of certain funds.

12. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. Consider a resolution authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for life-saving equipment for the Friendswood Police Department and appointing the City Manager to act as the City's authorized representative for all purposes under the grant.

B. Consider a resolution designating authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) Resilient Communities Program (RCP) award under Texas General Land Office State Contract No. 24-160-091-F088.

C. Consider designating Wells Fargo Bank, N.A., to serve as the depository for the City's funds and authorizing the City Manager to execute a depository services contract and related agreements with Wells Fargo Bank, N.A.

D. Consider approving the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 3, 2025, from 7:00 a.m. to 10:00 a.m.

E. Consider authorizing a Buyout License Agreement with Cindy Howard for property located at 117 and 121 Cherry Tree Lane.

F. Consider approving the first renewal of the City's Emergency Debris Removal Pre-Event Contracts with (i) Crowder Gulf, LLC, and (ii) KDF Enterprises, LLC.

G. Consider approving the first renewal of the City's Debris Monitoring Services Contracts with (i) Thompson Consulting Services and (ii) Tetra Tech.

H. Consider approving the first renewal of the City's Pre-event Standby Contracts for Disaster Logistics with (i) Garner Environmental Services Inc., and (ii) DRC Emergency Services, LLC.

I. Consider authorizing the Renewal of the Mowing Contract with Neoglobal Enterprises, LLC, d/b/a Horticare, for parks and facility mowing services.

J. Consider authorizing the final acceptance of the Forest Bend Detention Pond Project and the release of the contractor's one-year maintenance bond.

K. Consider authorizing the final acceptance of the Blackhawk Facility Renovation Project and the release of the contractor's one-year maintenance bond.

L. Consider authorizing the final acceptance of the Blackhawk Emergency Shelter Project and the release of the contractor's one-year maintenance bond.

M. Consider authorizing the final acceptance of the Avalon at Friendswood, Section Three Public Utilities and Drainage Improvements Project and the release of the contractor's one-year maintenance bond.

N. Consider authorizing the final acceptance of the Fiscal Year 2022-2023 Striping Maintenance Project and the release of the contractor's one-year maintenance bond.

O. Consider accepting the 400 Fence Post Road Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

P. Consider awarding the Docking Station Purchase and Installation Project to Texas Municipal and Industrial.

Q. Consider appointing (i) Marcus Rives (ii) Brian Bounds, (iii) Travis Mann, and (iv) Thomas Hinckley for a two-year term, and (v) Marsha Conrad for a one-year term, to the Planning and Zoning Commission beginning July 1, 2025, and ending June 30, 2027.

R. Consider appointing (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for a two-year term beginning on July 1, 2025, and ending on June 30, 2027.

S. Consider appointing (i) Glenn Mintz and (ii) James Gibson as regular members and (iii) Les French, (iv) Dale Kohn, and (v) Kurt Buske as alternate members to the Zoning Board of Adjustment for a two-year term beginning July 1, 2025, and ending June 30, 2027.

T. Consider appointing (i) Diane Freeman, (ii) Mark Crawford, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning July 1, 2025, and ending June 30, 2028.

U. Consider appointing (i) Dale Kohn as a regular member and (ii) Glen Grayban as an alternate member to the Construction Board and Adjustment and Appeals for a two-year term effective June 1, 2025, and ending on June 30, 2027.

V. Consider approving the ad valorem tax report for April 2025.

W. Consider approving the minutes of the City Council Regular Meeting held on May 5, 2025.

X. Consider approving the minutes of the City Council Special Meeting held on May 14, 2025.

13. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Tostado v. City of Friendswood,* in the 122nd Judicial District Court, Galveston County, Texas; Cause No. 18-CV-0108.

B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding legal matters related to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

14. DISCUSSION AND POSSIBLE ACTION

A. Consider authorizing a second amendment to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

15. 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.

Raquel Martinez

Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this 30th day of May 2025, at 5:00 p.m.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 03/19/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Administer the oath of office to Robert J. Griffon, Councilmember Position No. Four.

Originating Department: City Secretary

Degree of importance: High importance.

SUMMARY / ORIGINATING CAUSE

Judge James Woltz will administer the oath of office to Robert J. Griffon, Councilmember Position No. Four.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Completes the qualifications of incoming councilmembers.

RECOMMENDATIONS

Staff recommends the administration of these oaths of office.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/22/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Provide an overview of H-GAC's Regional Growth Forecast, including Pearland FM 518 Corridor Study (from McLean Road to E. Edgewood Drive) and the possible impact on Friendswood's thoroughfares.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Councilmember Sally Branson will provide an overview of H-GAC's Regional Growth Forecast as presented at the Houston-Galveston Area Council board meeting on April 15, 2025, of which a copy of the presentation is attached for your review. It reinforces the overall concern with population growth in and around Friendswood. The discussion will also include the Pearland FM 518 Corridor Study (from McLean Road to E. Edgewood Drive) and the possible impact on Friendswood's thoroughfares.

Links to additional forecast resources:

• Forecast Main Website:
https://www.h-gac.com/regional-growth-forecast

• Interactive Report:
https://datalab.h-gac.com/rgf2024/

• Regional Land Use Information System (Web Mapping Application):
https://datalab.h-gac.com/rluis/

• Excel Data Download:
https://www.h-gac.com/getmedia/33e70e43-4670-4bee-9454-f6a50268d738/RGF_Data_Spreadsheet

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. RGF_2024_Presentation_Board
2. Jun 2nd CM Branson H-GAC Slides

2024 Regional Growth Forecast (2020-2050)

Houston-Galveston Area Council

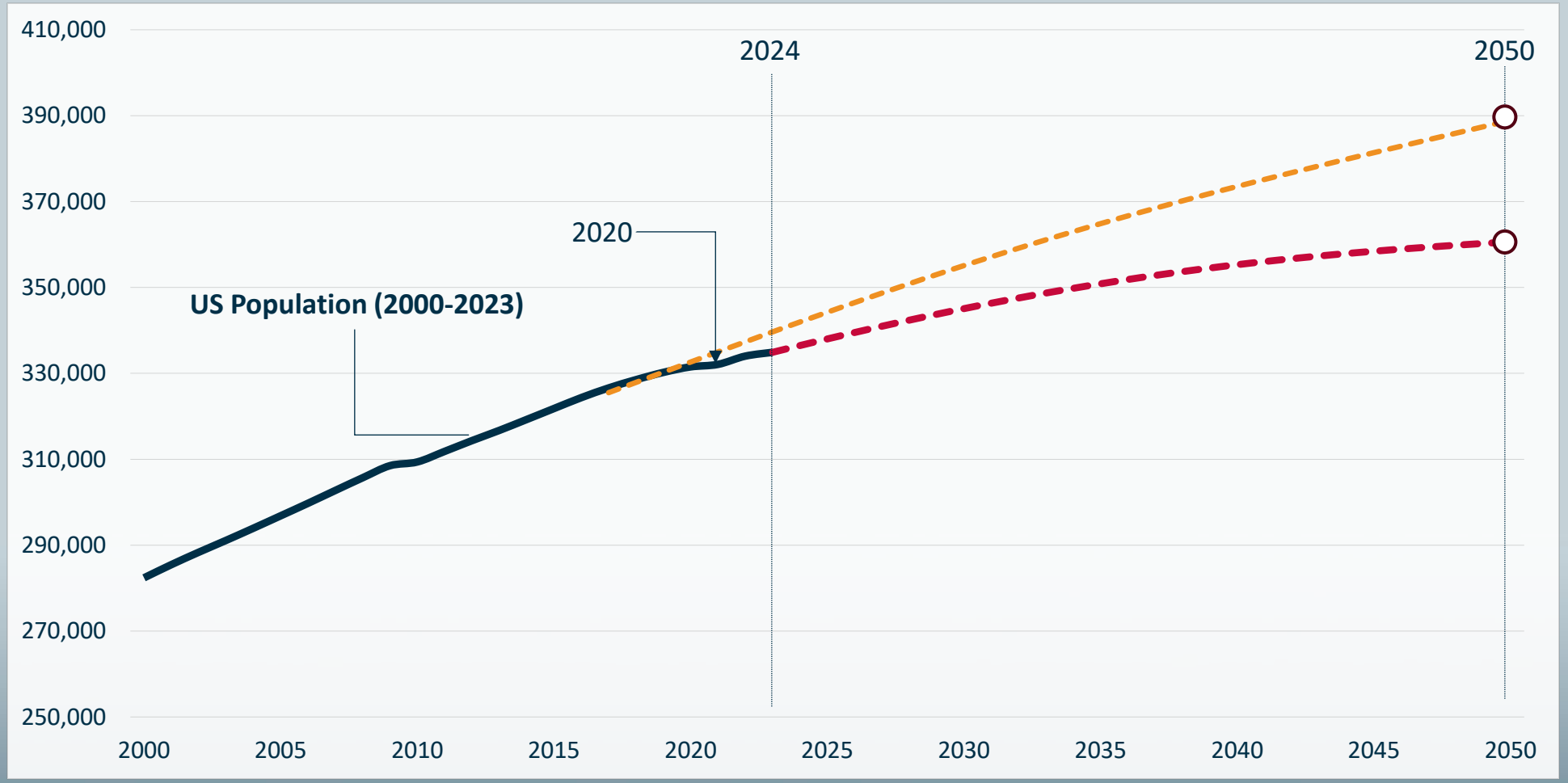
Pramod Sambidi, PhD PMP

Assistant Director Data Analytics and Research

Houston-Galveston Area Council

US Population Projections (2000 – 2050)

In thousands



2017 Projection, **388, 922**

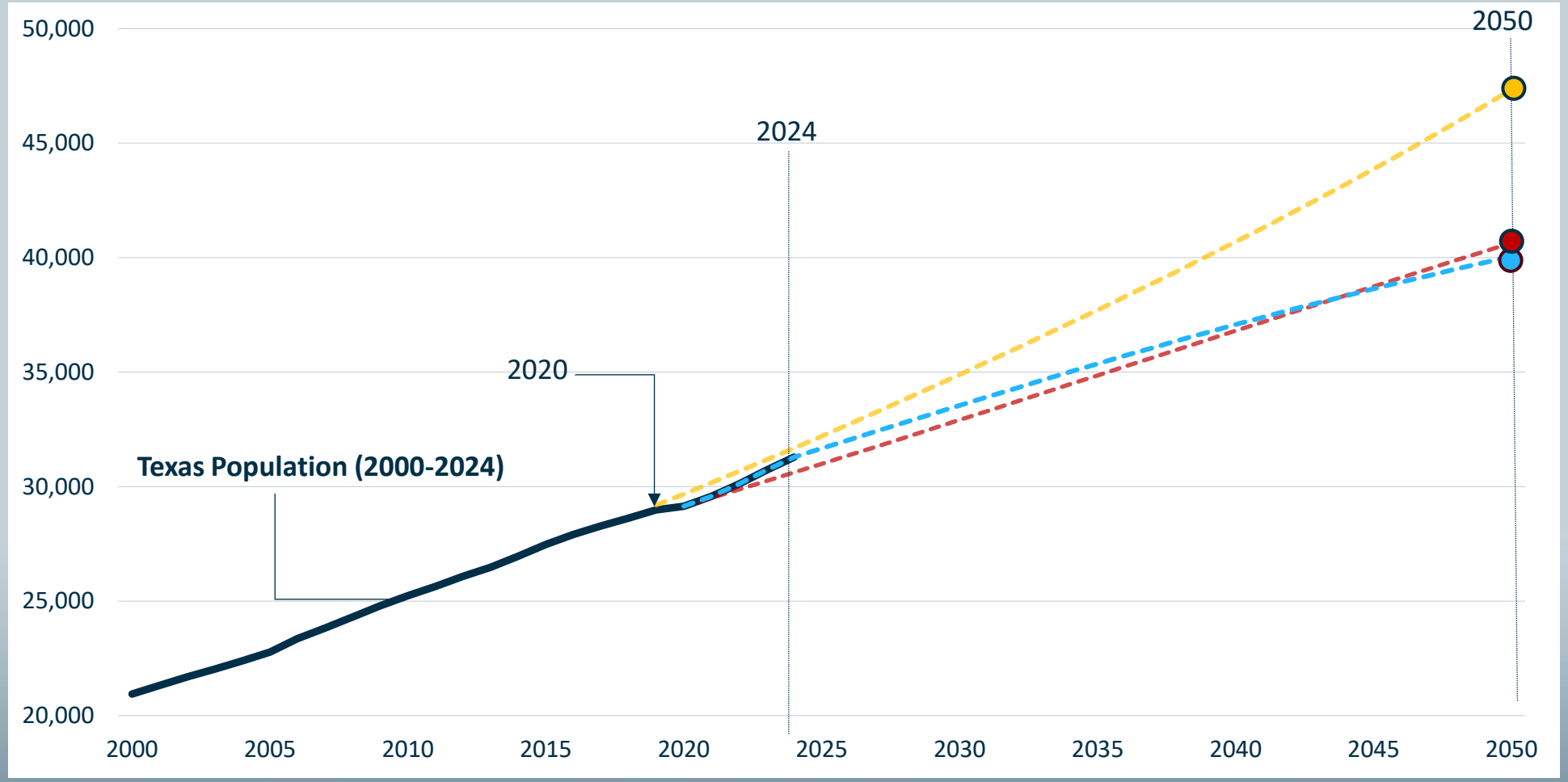
▼ **28,283 (7.8%)**

2023 Projection, **360,639**

Source- US Census

Texas Population Projections (2000 – 2050)

In thousands



2018 Projection (1.0), **47,342**

▼ 6,696 (14%)

2022 Projection (1.0), **40,646**

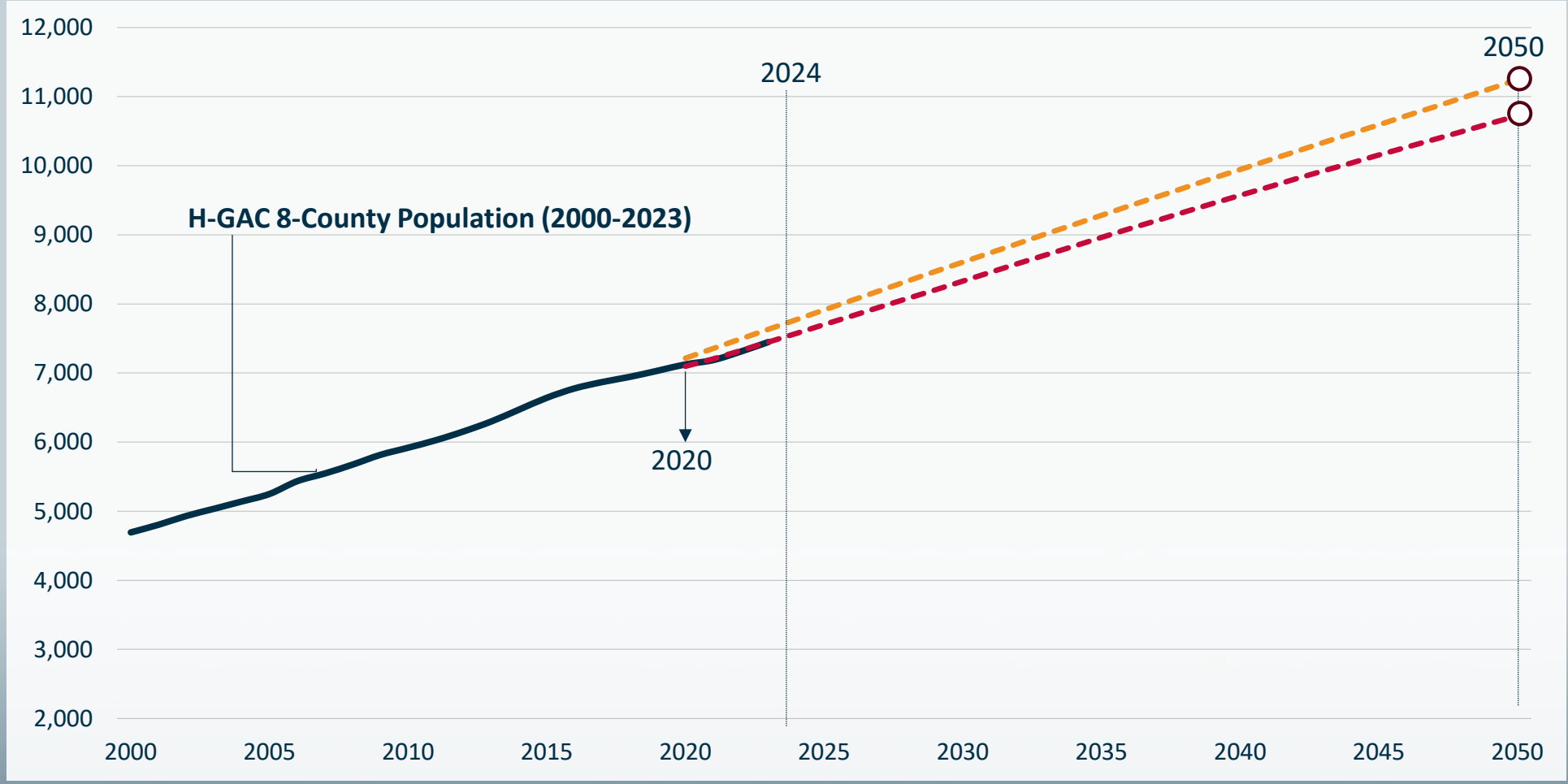
2024 Projection (mid), **40,054**

▼ 592 (1.5%)

Source- Texas Demographic Center

Population Projections for H-GAC 8 Counties

In thousands



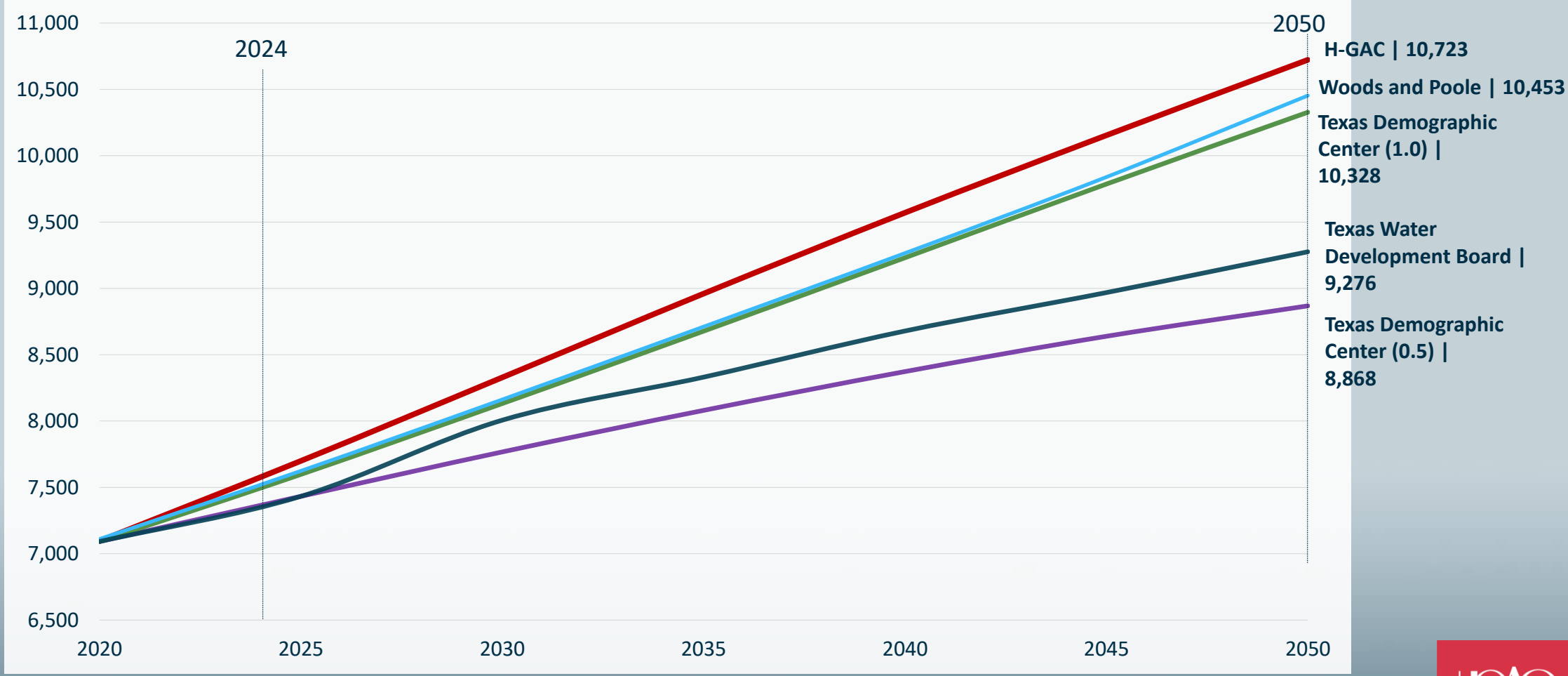
2018 Projection, **11,247**

▼ **521 (4.9%)**

2024 Projection, **10,722**

Population Projections for H-GAC 8 Counties

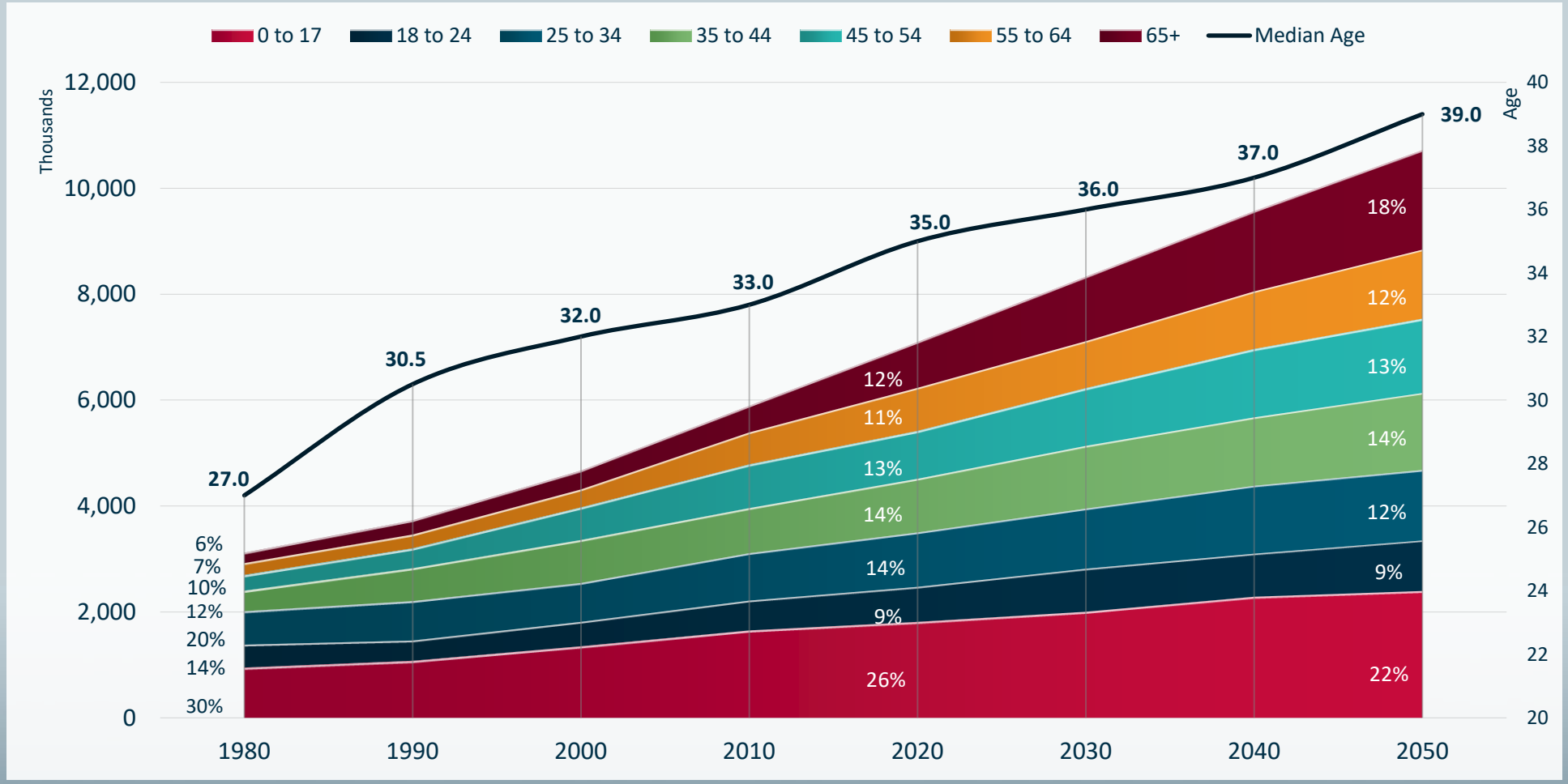
In thousands



Note- H-GAC forecasts Household Population, whereas other agencies forecast Total Population, which includes both Household Population and Group Quarters Population.

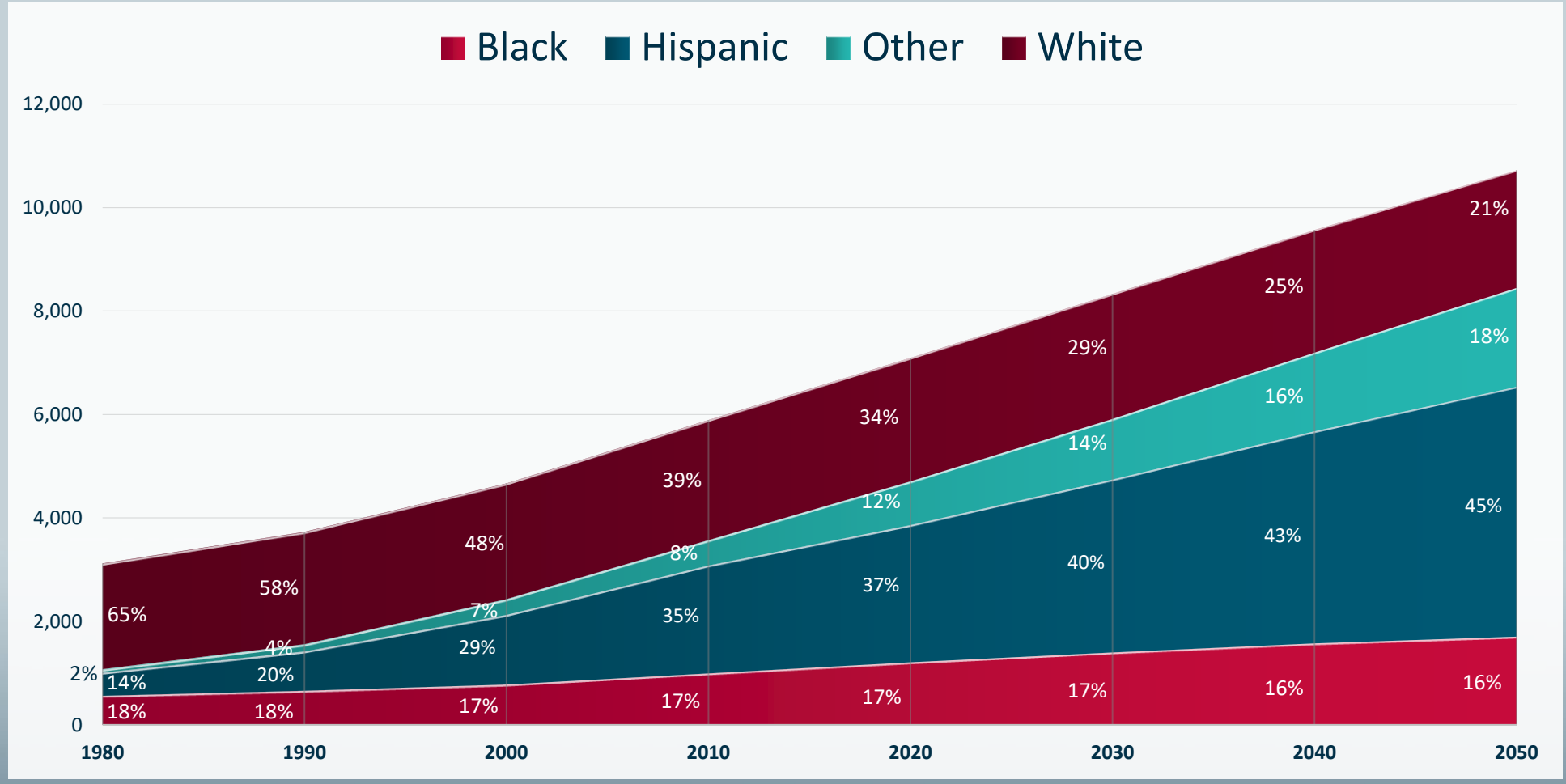
Age Composition (1980 – 2050)

In thousands

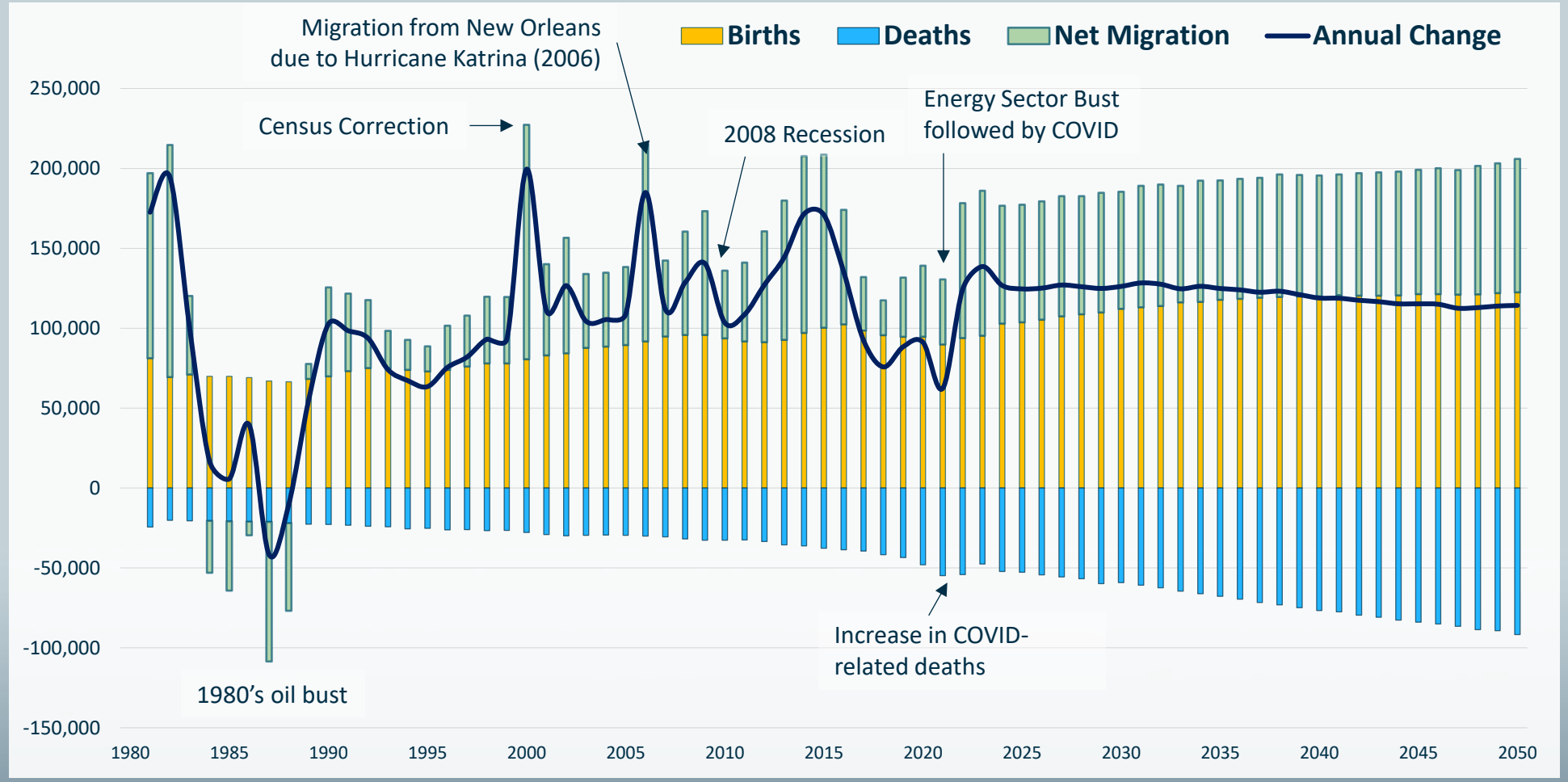


Race / Ethnicity Composition (1980-2050)

In thousands

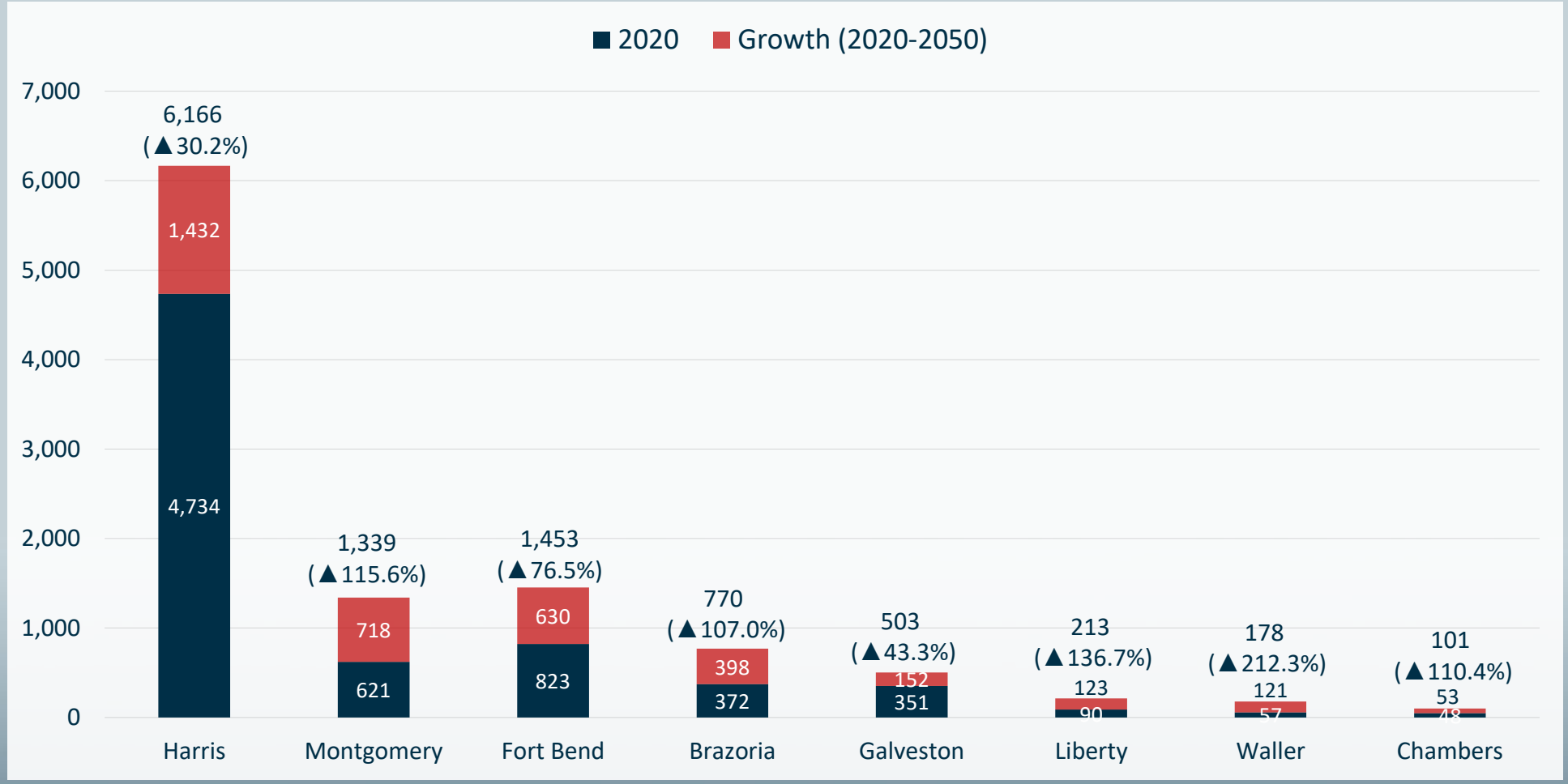


H-GAC Region Population Change Components (1980-2050)



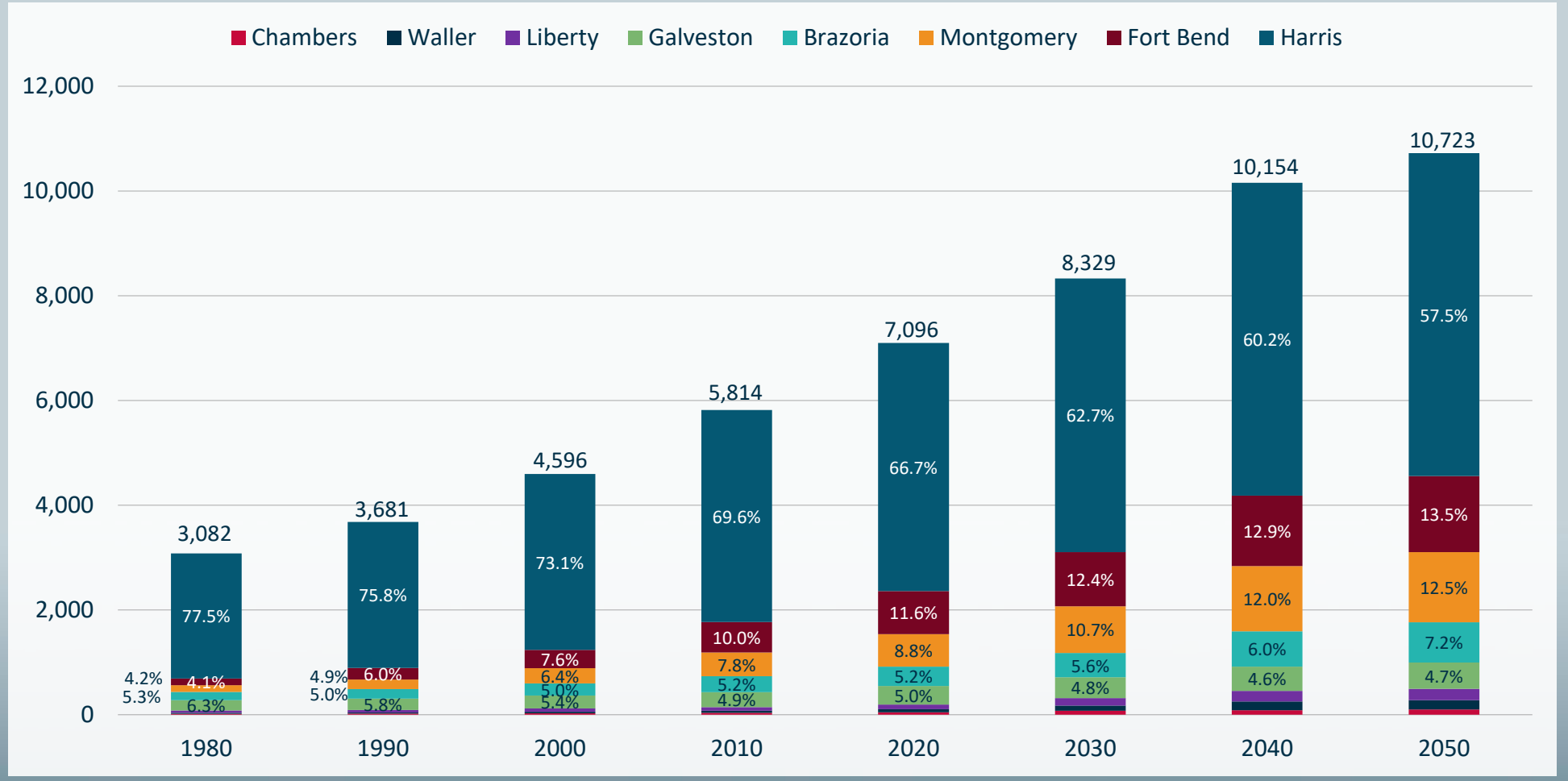
County Household Population Growth (2020-2050)

In thousands

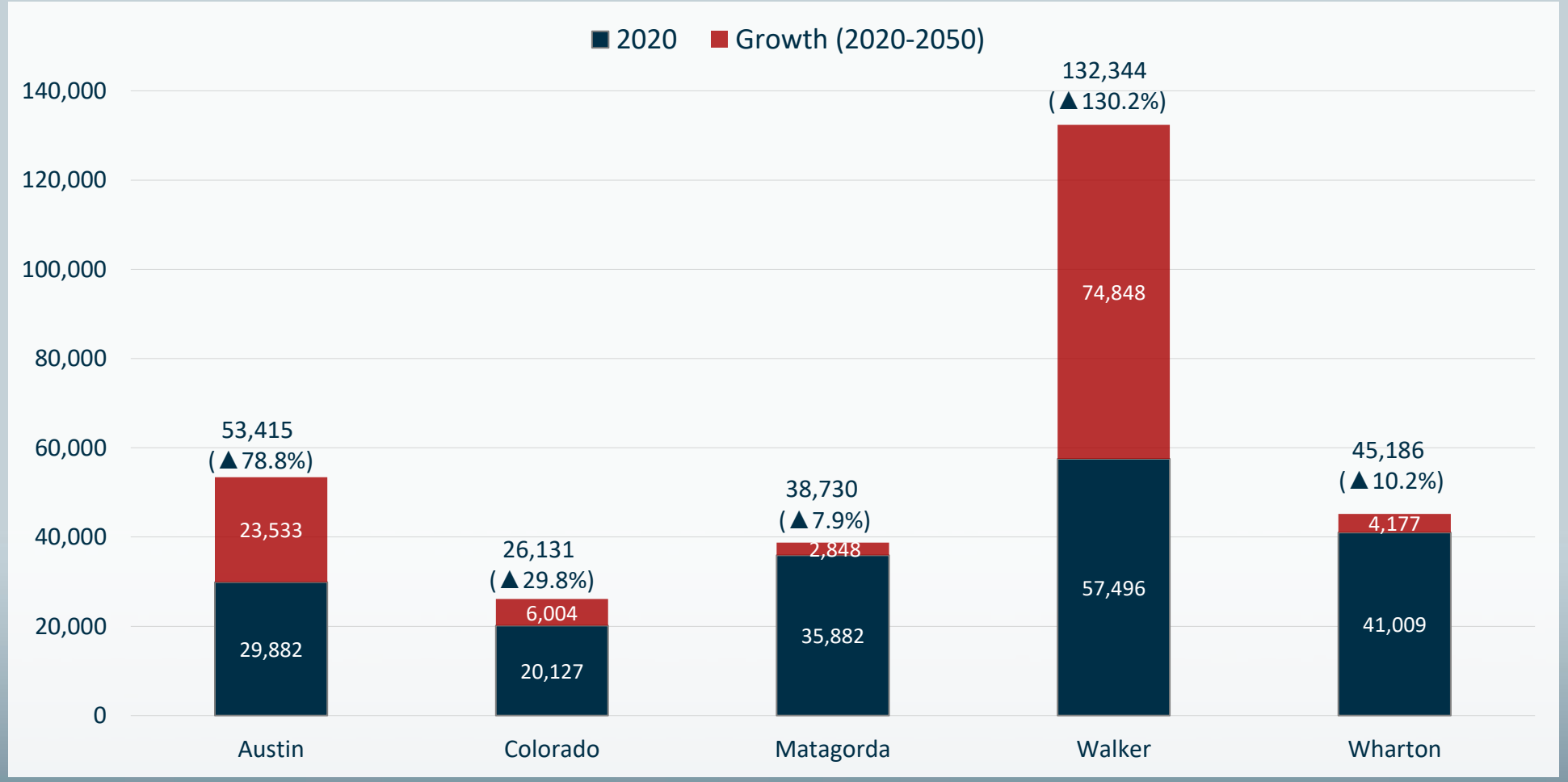


County Household Population Growth (1980-2050)

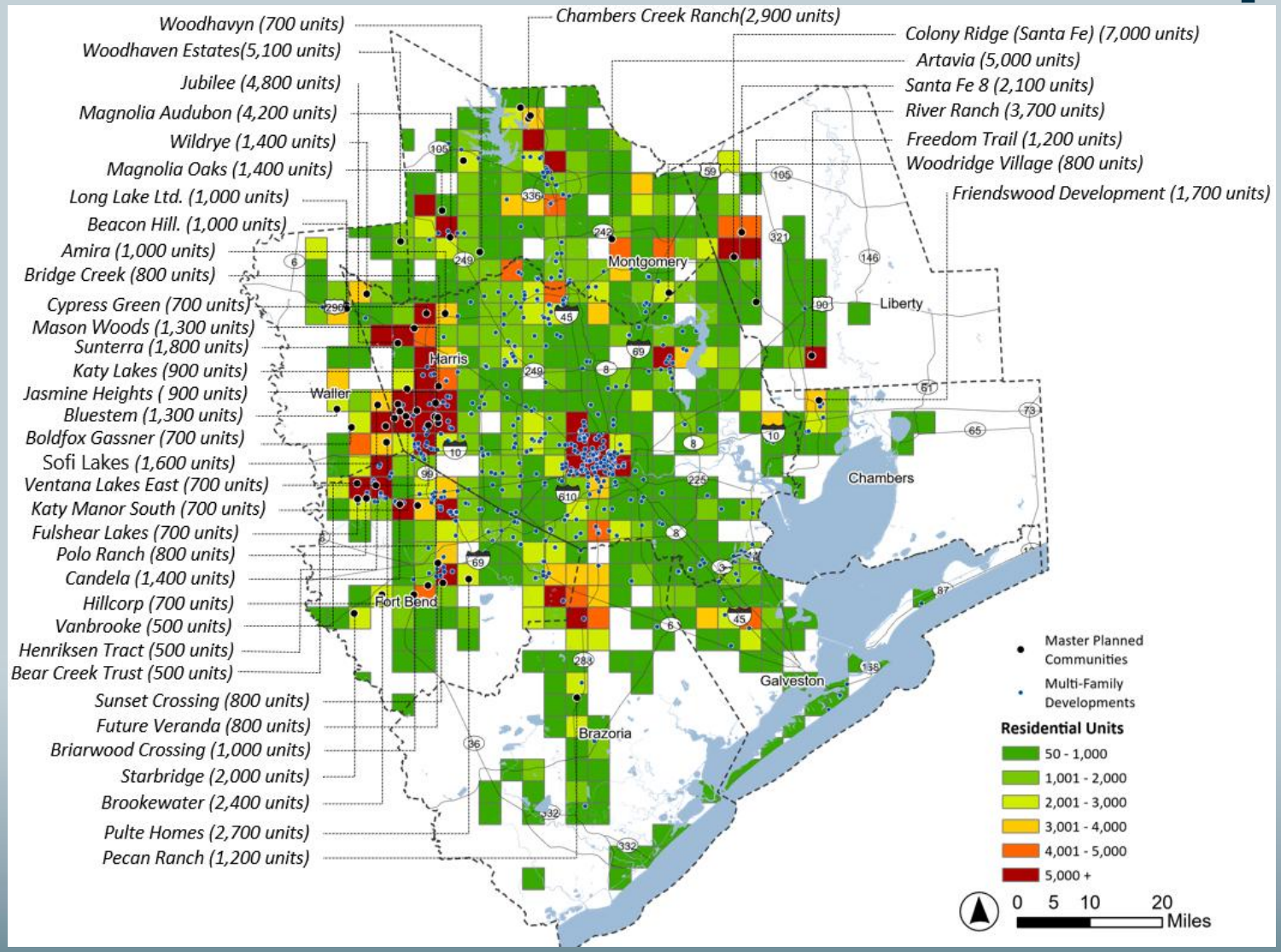
In thousands



5-County Household Population Growth (2020-2050)



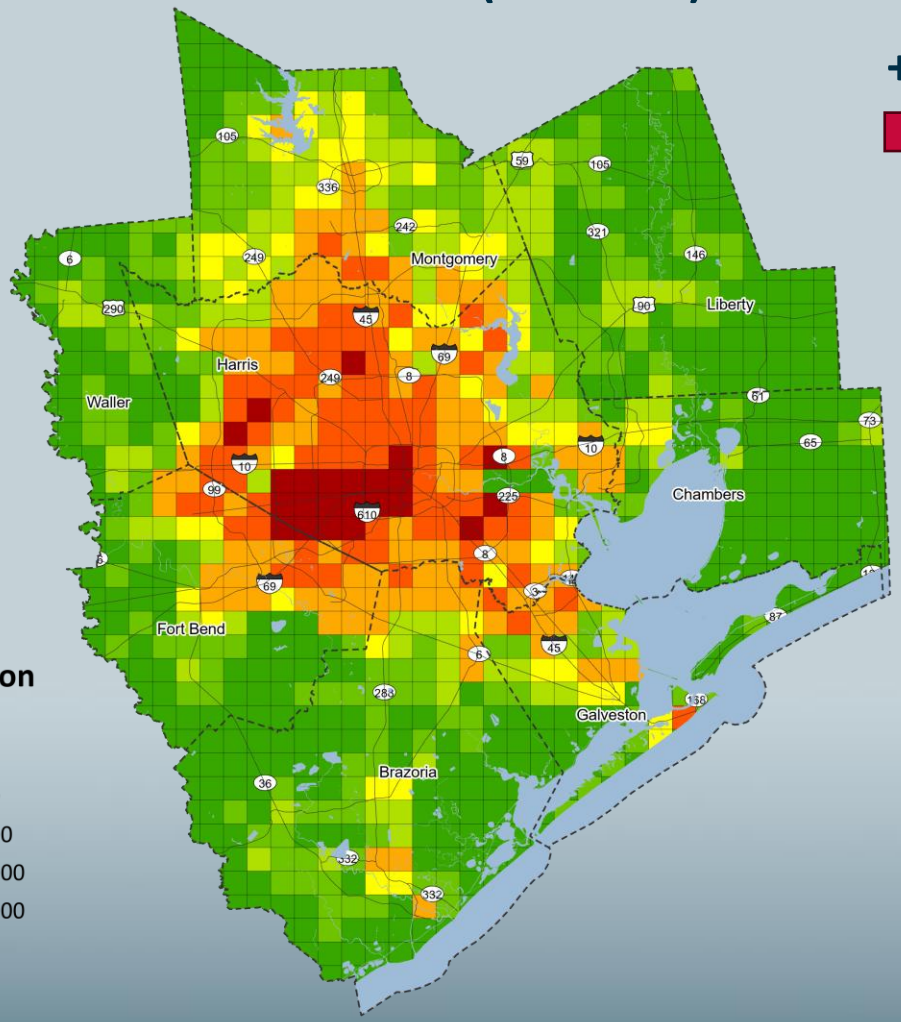
Announced Residential Developments (2020-2050)



County	Total No. of Residential Units	%	Multi-Family Units	%
Total	809,039	100.0%	161,643	20.0%
Brazoria	47,437	5.9%	1,839	3.9%
Chambers	12,093	1.5%	1,654	13.7%
Fort Bend	139,437	17.2%	28,087	20.1%
Galveston	30,746	3.8%	4,909	16.0%
Harris	331,784	41.0%	109,403	33.0%
Liberty	49,686	6.1%	24	0.0%
Montgomery	153,122	18.9%	14,487	9.5%
Waller	44,734	5.5%	1,240	2.8%

Population

2020 (7 million)

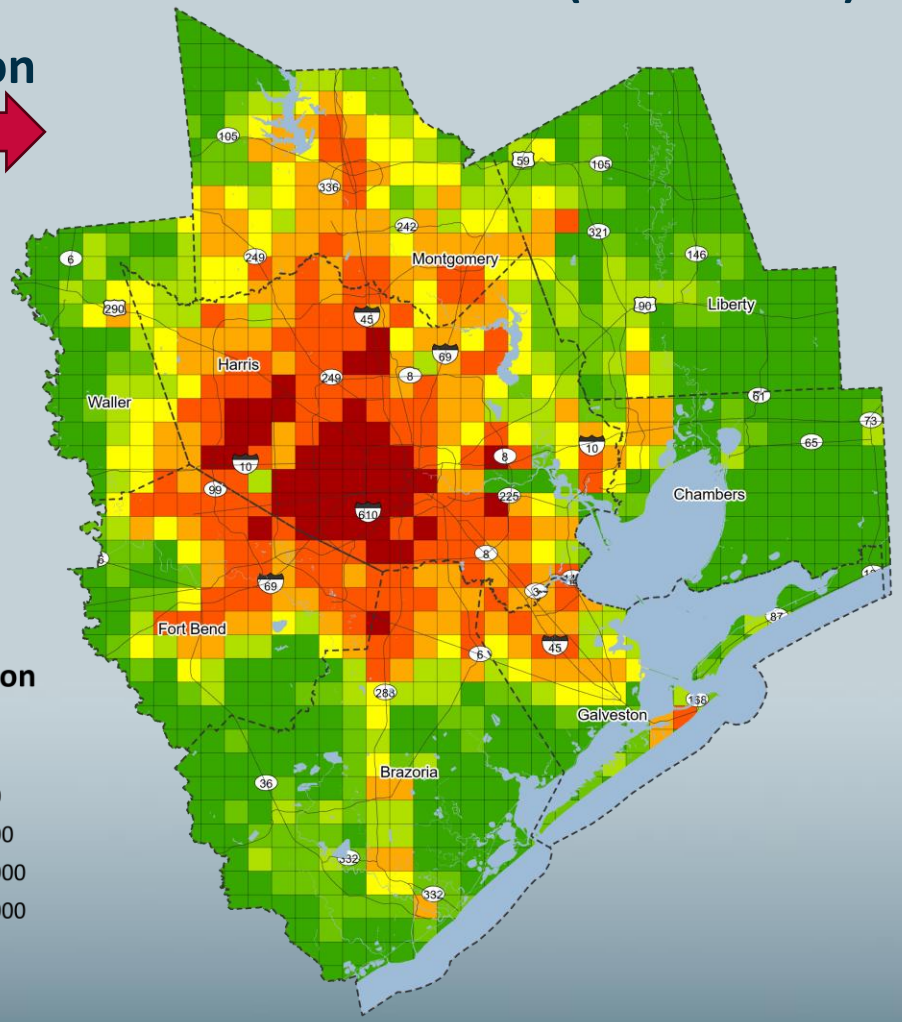


2020 Population

- Under 500
- 501 - 2,000
- 2,001 - 5,000
- 5,001 - 10,000
- 10,001 - 25,000
- 25,001 - 50,000
- Over 50,000

+ 3.7 million

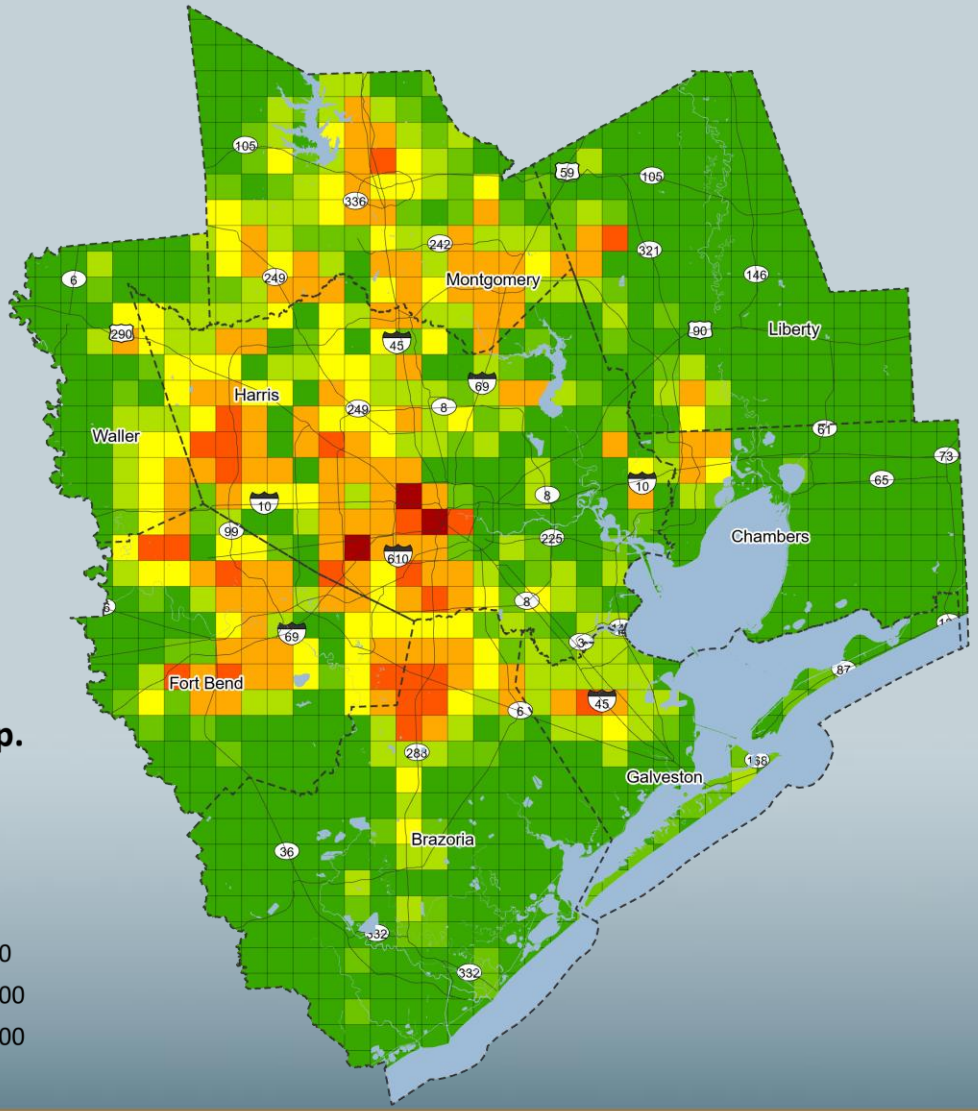
2050 (10.7 million)



2050 Population

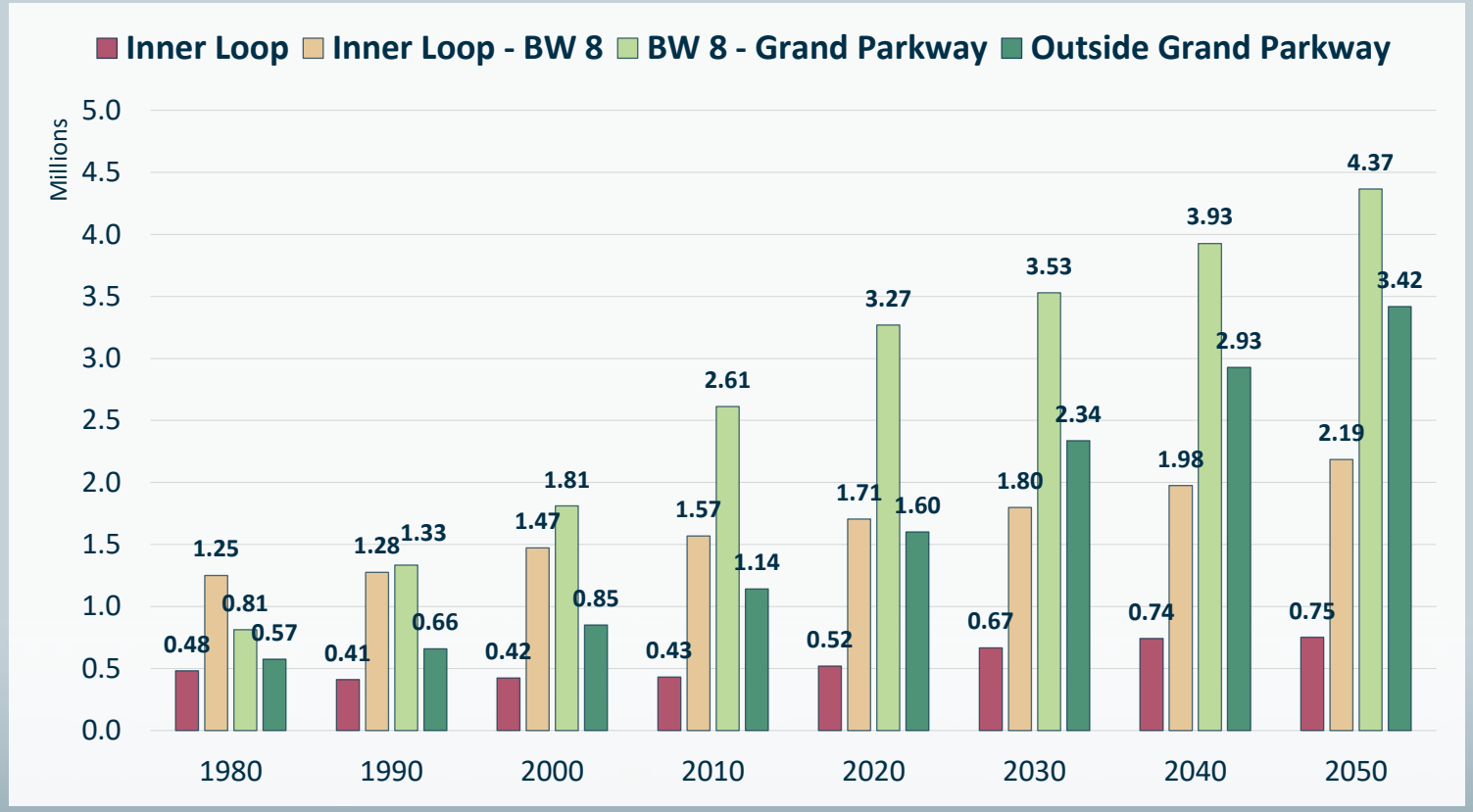
- Under 500
- 501 - 2,000
- 2,001 - 5,000
- 5,001 - 10,000
- 10,001 - 25,000
- 25,001 - 50,000
- Over 50,000

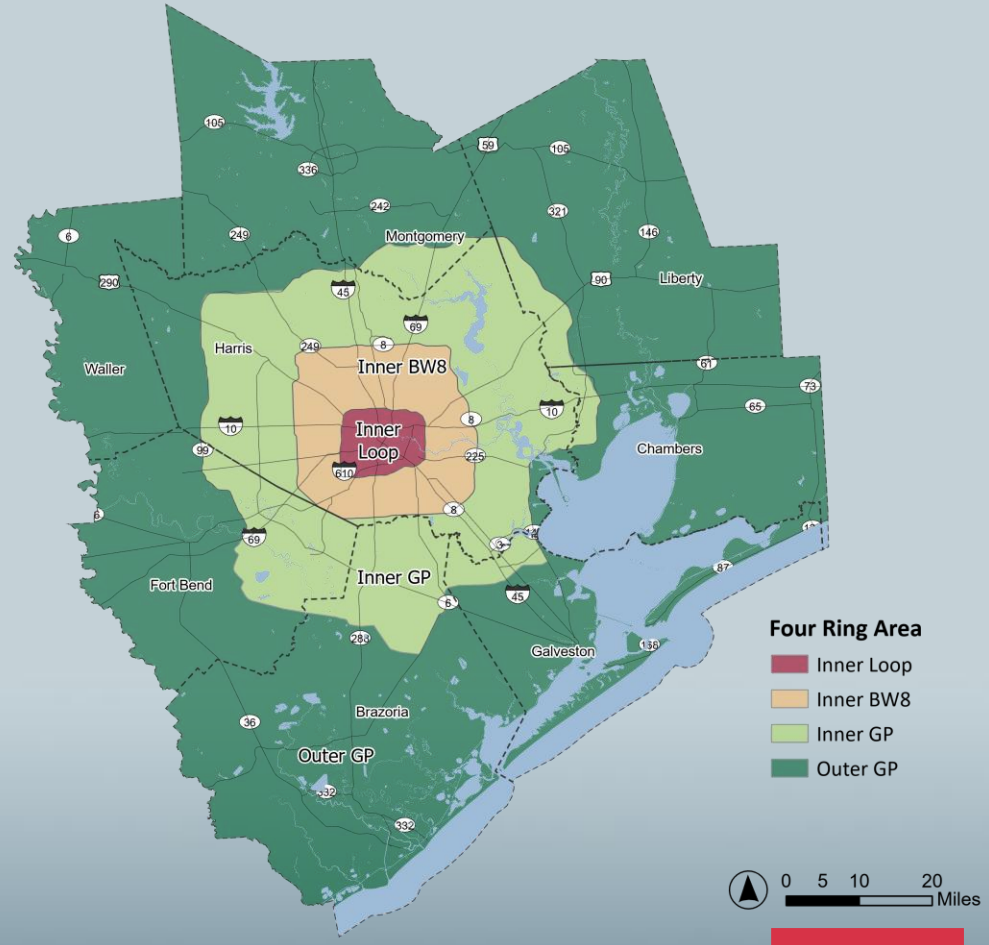
Population Change (2020 – 2050)



Population Change in Four Ring Area (1980 – 2050)

In millions





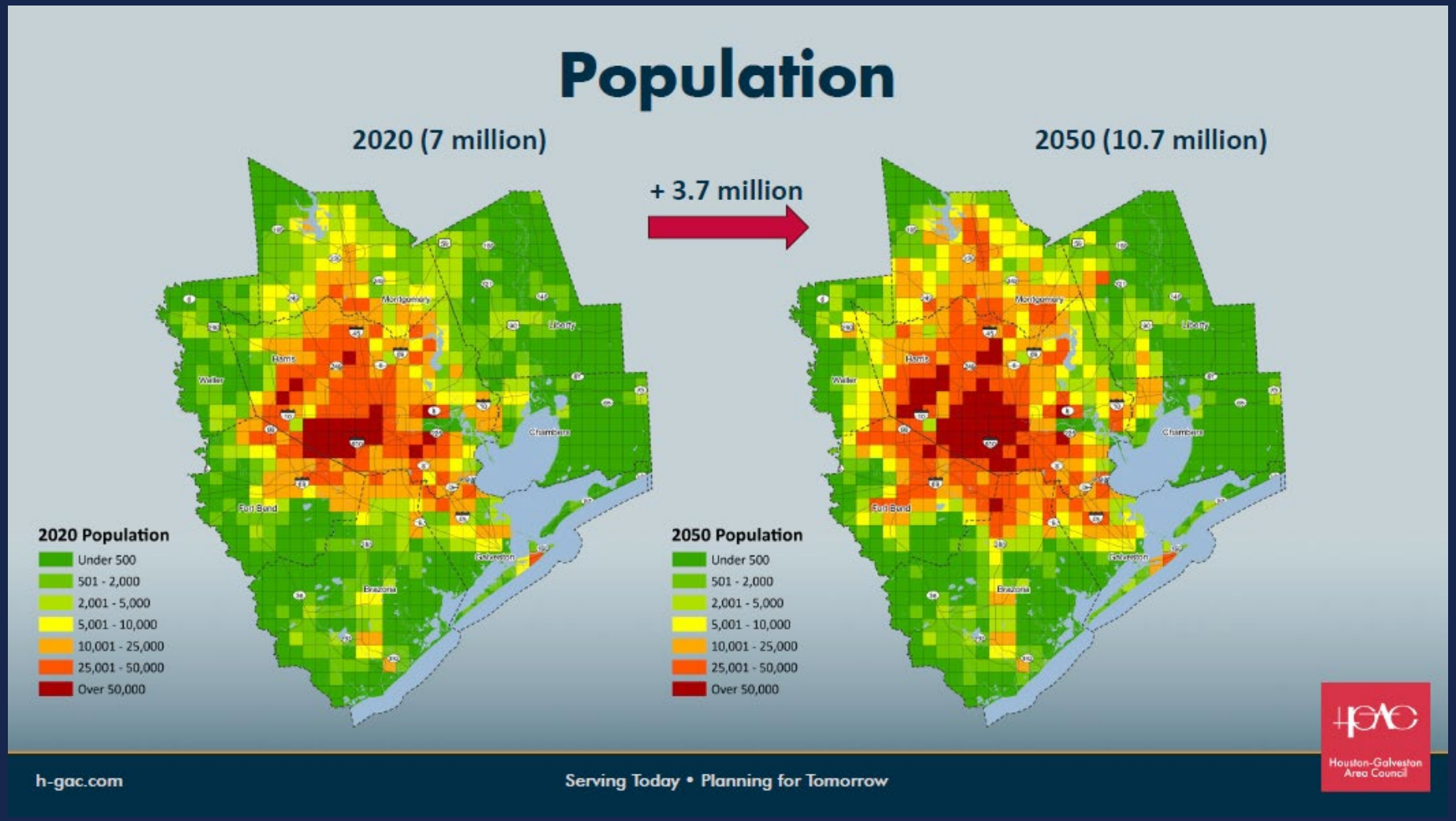
Contact and Links

H-GAC Regional Growth Forecast- https://www.h-gac.com/regional-growth-forecast

E-mail - Forecast@h-gac.com

Pramod Sambidi, PhD, PMP
Assistant Director
Data Analytics & Research
Houston-Galveston Area Council
Pramod.Sambidi@h-gac.com

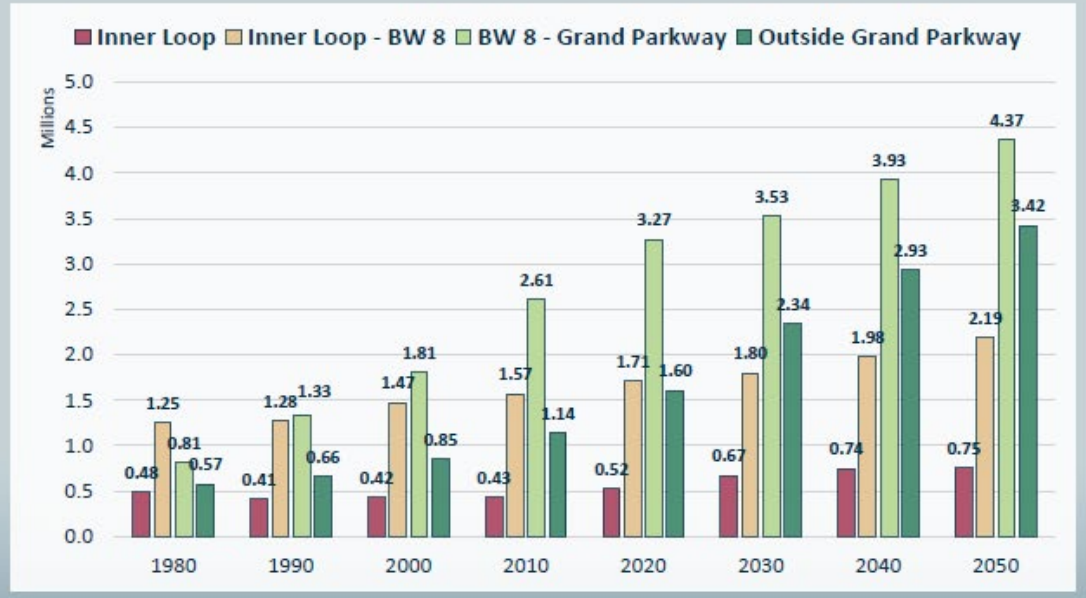
H-GAC 2024 Regional Growth Forecast

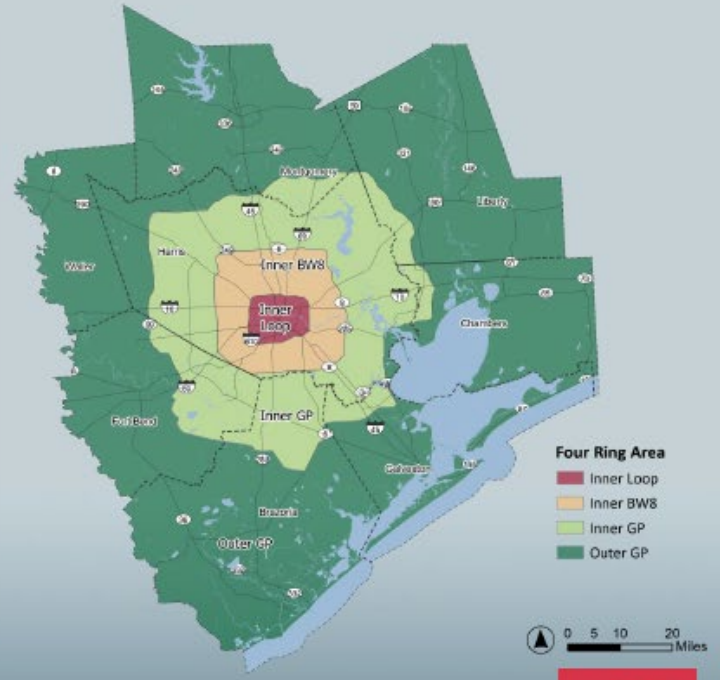


H-GAC 2024 Regional Growth Forecast

Population Change in Four Ring Area (1980 – 2050)

In millions





h-gac.com

Serving Today • Planning for Tomorrow

Houston-Galveston Area Council

Large Neighboring Developments

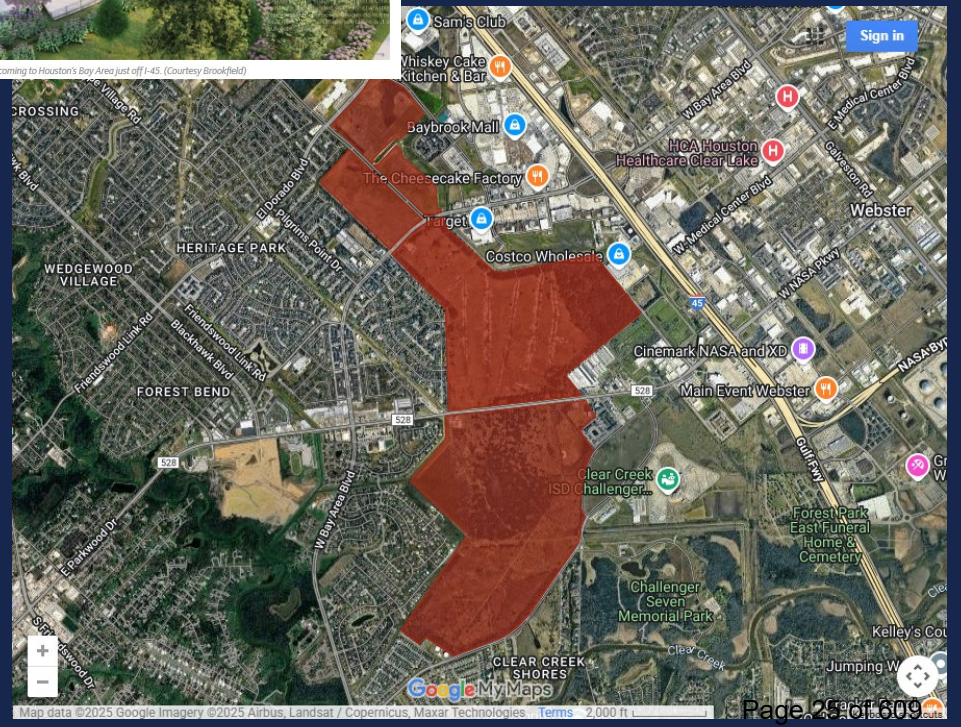




New development with 2,800 homes coming to Baybrook area

By James T. Norman | 2:52 PM Apr 22, 2025 CDT
Updated 2:52 PM Apr 22, 2025 CDT

A new community totaling more than 1,000 acres is coming to Houston's Bay Area just off I-45. (Courtesy Brookfield)



H-GAC FM 518 Corridor Study

FM 518 CORRIDOR STUDY

This project is a comprehensive corridor study on Pearland's FM 518/Broadway Street from McLean Road to E. Edgewood Drive/FM 2351. As part of this 18-month study, the study team will evaluate the potential conversion of Walnut Drive and Broadway Street/FM 518 from McLean Road to Barry Rose Road into a one-way pair. Stay tuned as we gather input from stakeholders and engage with the community to shape the future of this vital corridor.

Vision

To create a safe, sustainable, and accessible corridor that prioritizes the needs of all users while improving traffic flow

Goals

- **Improve Safety**
- **Achieve and Maintain a State of Good Repair**
- **Move People and Goods Efficiently**
- **Strengthen Regional Economic Competitiveness**
- **Conserve and Protect Natural and Cultural Resources**

Contact Us

Visit the website to learn more and provide feedback!

https://engage.h-gac.com/fm-518-corridor-study

SCAN HERE

HGAC Contact
Project Manager
Carlene Mullins
Email: carlene.mullins@h-gac.com

Houston-Galveston Area Council



FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Library Advisory Board's Annual Report.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Library Advisory Board's Annual Report for 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. Annual Library Board Report 2025

CITY OF FRIENDSWOOD

Library Board Annual Report

Council Meeting | May 22, 2025

Library Board Highlights:

- Assisted with and approved Friendswood Library 2023-2028 long-range strategic plan.
- Served on the Galveston County Library System Advisory Council and approved the Galveston County Library System budget.
- Provided advisory assistance for the Library Needs Assessment.
- Met with library staff for regular board meetings to advise on library services and policies.



Library Board and Friends of Library Highlights

- Assisted Friends of the Library in hosting Camelot Beckons Library Gala raising $79,000 for library equipment, services and programs.
- Purchased AutoLend Library Vending System to serve library patrons in a remote location with the ability to register for an account, place items on hold, browse, retrieve, and return items.
- Provided funding for seven scholarships for the library's Adult High School Completion program.





Friendswood Library Highlights

- 11th consecutive year to win the TMLDA Achievement in Library Excellence Award.
- Hosted annual Summer Reading Programs with over 26,000 patrons attending 449 programs.
- Hosted annual ZakiCon Anime event with over 40 artist booths, crafts, movies, cosplay and gaming contests for 1,200 attendees.
- Hosted annual World Film Festival, Local Craft Show, Community Health Fair, and Ekphrastic Poetry Festival with local, area, and international entries, among numerous other educational and recreational programs.
- Provided scholarships for the Excel Adult High School completion program offered through the library with six graduates and three students currently in the program.
- Upgraded the library's ILS system with a new mobile app, enhanced catalog, improved room reservations, and enhanced event calendars.

Friendswood Library Highlights

- Provided school and daycare outreach for literacy and Makerspace programs.
- Partnered with Galveston County Food Bank to provide food *Kidz Pacz* throughout the Summer.
- Hosted computer and job skills training and AARP tax preparation.
- Provided 836 volunteer hours for teens.
- Provided home delivery of library materials to at risk and homebound patrons.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/10/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive and discuss an update regarding emergency preparedness.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Emergency Services Department will present the Council with an overview of the City's emergency preparedness efforts and programs, along with community outreach and education.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Emergency Preparedness Presentation

Emergency Preparedness

Department of Emergency Services

Threats & Hazards…and at Risk



Preparedness and Planning

- **Coordination, Collaboration, and Communication**
  - Local, Regional, State, and Federal partners
    - CCISD, FISD, GCCDD, etc.
  - Private-sector partners
    - CP, TX-NM, etc.
  - Non-governmental Organizations
    - Community- and Faith-based Organizations

Preparedness and Planning

- **Plans**
  - Emergency Management Plan
  - Continuity of Operations Plans
  - Mitigation Plans

- **Pre-Disaster Contracts**
  - Debris Removal & Monitoring
  - Disaster Catering
  - Disaster Logistics

Preparedness and Planning

- **Public Outreach**
  - Events
    - Touch-a-Truck, Under the Oaks, Concerts/Movies-in-the-Park, etc.
  - Presentations
    - Chamber of Commerce, Rotary, etc.
  - Communications
    - Mass Notification System (Rave), Social Media, Website, etc.

Funding

- **FEMA Public Assistance Thresholds**

Location	FY2025
Galveston County	$1,655,219.04
Harris County	$22,331,004.40
State of Texas	$55,085,004.45

- **FEMA Mitigation Grants**

- **Catastrophic Insurance**

Debris Management

- **Debris trucks are a critical resource nationwide**
  - Increasing number of simultaneous disasters
  - High demand with limited supply

- **Amount and types of debris varies by each disaster**
  - Post-disaster assessment necessary to determine cost-effective management strategy
  - Sorting debris reduces disposal fees

Debris Management

- **Priority**
  - Life Safety
  - Critical City infrastructure

- **Routing is assigned daily, but can be affected by:**
  - Amount of debris
  - Type of debris
  - Accessibility of debris
  - Sorting compliance
  - Disposal location
  - Progress of cleanup activities
  - Traffic
  - Weather

Make a Plan & Build a Kit

friendswood.com/prepare





Stay Informed

friendswood.com/notify

City of Friendswood - Government

@FriendswoodCity

@FriendswoodEMS

AT&T Channel 99

Channel 17

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/05/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the City's Fourth of July celebration.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's theme for Friendswood's 130th Annual Fourth of July Celebration is "Stars, Stripes, and Country Life."

The celebration will take place on Friday, July 4th, with the Grand Parade starting at 10:00 a.m. on S. Friendswood Drive (FM 518) at Heritage Drive and concluding at Stevenson Park.

The Day Program will begin at 11:00 a.m. at Stevenson Park, 1100 S Friendswood Dr. after the Grand Parade. The event will include rides, games, food, and entertainment until 2:00 p.m.

The Evening Concert will begin at 7:00 p.m. at Centennial Park, 2200 S Friendswood Dr. This will be a special night with food and entertainment by the Texas Unlimited Band.

The spectacular Fireworks extravaganza will close out the evening and will begin at approximately 9:10 p.m.

Since there is no public parking at Centennial Park, shuttle service will be provided from Friendswood Methodist Church, 110 N. Friendswood Dr., and from Friendswood High School, 702 Greenbriar Dr. A handicap accessible bus will be available in the front Mary Queen parking lot. Shuttles to Centennial Park run from 6:00 p.m. to 8:45p.m. and will resume service immediately after Fireworks.

NOTE: NO PETS, OPEN CONTAINERS, OR LARGE COOLERS ALLOWED ON THE SHUTTLE BUS. Coolers must be approximately 20 quarts, 7in X 10in X 10 in, or able to fit in your lap.

For questions about the 4th of July festivities, feel free to contact the Parks and Recreation office at 281-996-3220 or rec@friendswood.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 4th of July 2025 FLYER

FRIENDSWOOD 4TH OF JULY STEERING COMMITTEE PRESENTS

STARS, STRIPES, & Country Life

130TH ANNUAL FRIENDSWOOD 4TH OF JULY CELEBRATION



FRIDAY, JULY 4, 2025

Grand Parade
10:00 AM
ON FRIENDSWOOD DR. BETWEEN HERITAGE DR. & STEVENSON PARK

Stevenson Park
11:00 AM
RIDES, GAMES, FOOD, & ENTERTAINMENT

Centennial Park
7:00 PM
FOOD AND ENTERTAINMENT BY TEXAS UNLIMITED BAND

Fireworks Show
9:10 PM
FOLLOWING FEATURED ENTERTAINMENT

FRIENDSWOOD.COM/JULY4

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/05/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding Small Business Week held May 4-10, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Small Business Week kicked-off on Monday, May 5th with a Keynote Spaker, Armando Perez, Executive Vice President, HEB Houston at Hope Village Education and Community Center. Events were held throughout the week to bring recognition to the small businesses that play an important part in Friendswood. The week's events included keynote speakers, opportunities for collaboration along with professional guidance.

These events were planned and presented by a collaboration of the CEDC, Friendswood Rotary, FDFA, the Chamber of Commerce and the Galveston County Small Business Development Center.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/12/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize the Waste Connections of Texas 2025 Scholarship Recipients.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In the continuing community partnership between the City of Friendswood and Waste Connections of Texas, the 2025 scholarship recipients are as follows:

- Friendswood High School – Abigail McMurrough who plans to attend the University of Houston with an undeclared major;
- Clear Brook High School – Tien Hoang who plans to attend the University of Houston to study Pre-Med Biology; and
- Clear Springs High School – Taylor Millard who plans to attend the University of Mary Hardin-Baylor to study Biology.

Congratulations to these students and we wish them much success as they continue their educational career.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Waste Connections of Texas continues to demonstrate its commitment to supporting the community by providing scholarships for students graduating from high schools in Friendswood.

RECOMMENDATIONS

None

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/12/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Finance Director Rhonda Bloskas for completing the North Central Texas Council of Governments (NCTCOG) New & Emerging Finance Directors Program.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Rhonda Bloskas, Director of Finance, completed the North Central Texas Council of Governments (NCTCOG) New & Emerging Finance Directors program. The eight-month-long program is designed to develop current and future public finance leaders.

According to Mike Eastland, NCTCOG Executive Director, “We believe it will be individuals like Rhonda that will help keep our region, and state, at the forefront of municipal leaders. It will also be progressive employers like City of Friendswood who continue to support ongoing training and development in our industry.”

This program served as the ninth season of developing current and future leaders in the public finance industry. It was an application/referral process whereby NCTCOG selected a cohort of 30 individuals to participate. Over the past eight months, Rhonda attended all eight sessions to learn various aspects of the industry and take deep dives into critical issues of her job and responsibilities as a public finance official. The classes were daylong events, presented by experts in the field and facilitated by experienced professionals. Successful completion of the NEFD program required active participation in session discussions and homework assignments.

Congratulations, Rhonda, and thanks for your continued eagerness to grow professionally!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/22/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize the City Secretary's Office for receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has earned its 1st TMCA Municipal Clerk's Office Achievement of Excellence Award!

The Municipal Clerk’s Office Achievement of Excellence Award is awarded by the Texas Municipal Clerks Association, Inc. (TMCA), to recognize excellence in the effective and efficient management of resources in a Municipal Clerk’s Office. Goals of the Award program include:

• Recognizing Municipal Clerk’s Offices that meet certain professional requirements.
• Promotion of the Municipal Clerk’s Office within the community.
• Recognizing the Municipal Clerk’s Office’s engagement with its citizens, elected officials, and staff.
• Recognizing the efficient management of resources by the Municipal Clerk’s Office.
• Recognizing demonstrated compliance with local, state, and Federal standards implemented by the Municipal Clerk’s Office.

The Municipal Clerk’s Office Achievement of Excellence Award is open to all offices of Texas Registered Municipal Clerks and the municipality they represent. The Achievement of Excellence Award covers a period of two years.

Special thanks are extended to Assistant City Manager Leticia Brysch and the staff in the City Secretary's Office for their continued commitment to excellence in municipal service.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Award Notification - TMCA AOE 2025
2. Application Submission without Exhibits

Carla Oldacre, TRMC
City Secretary

April 24, 2025

Subject: Congratulations on Receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award

Dear Applicant,

On behalf of the TMCA Municipal Clerk's Office Achievement of Excellence Award Committee, we are delighted to extend our warmest **Congratulations**!

Following a thorough review of your application and supporting documentation, the Committee is pleased to inform you that your office has successfully met the criteria to receive this prestigious award. We commend your dedication to excellence in preparing and submitting your application and the outstanding work demonstrated through your submitted materials.

The vendor has informed us that your framed award is expected to arrive by the end of June. We encourage you to consider presenting it at an upcoming meeting to recognize your office and this notable achievement.

Thank you for your continued commitment to excellence in municipal service.

Sincerely,

Carla Oldacre
Chair, TMCA Municipal Clerk's Office Achievement of Excellence Award Committee

Committee Members:
Geoffrey Calderon, Alpine
Kelly Ballard, Keller
Jennifer Kirkland, Kyle
Caitlyn Biggs, Little Elm
Crystal Roan, Missouri City – Committee Liaison

City of Greenville • P.O. Box 1049 • Greenville, TX 75403-1049 • Phone 903-457-3121
coldacre@ci.greenville.tx.us

Municipal Clerk's Office Achievement of Excellence Award
Contact Form

Name of Municipality: Friendswood, Texas

1. To whom (Mayor, City Manager, etc.) should the formal announcement of the Municipal Clerks Office Achievement of Excellence Award be mailed? (The person submitting the application will also receive a copy of the formal announcement.)

   Name: Morad Kabiri

   Title: City Manager

   Address: 910 S Friendswood Dr

   City: Friendswood Zip Code: 77546

2. Person submitting the application:

   Name: Leticia Brysch

   Title: City Secretary/Assistant City Manager

   Email Address: lbrysch@friendswood.com

   Telephone Number: 281-996-3270

   Address: 910 S Friendswood Dr

   City: Friendswood Zip Code: 77546

Municipal Clerk's Office Achievement of Excellence Award

Application Form

Name of Municipality: Friendswood, Texas

Name of Submitter: Leticia Brysch

Please include an organization chart for the city clerk's office/city with your application.

	Evaluation of Standards (Examples of qualifying items are listed below each evaluation standard. Your qualifying items may be different.)	Mark Each Standard Met
1.	**Records Management**[1]	X
2.	**Professional Development/Certifications** Professional Development/Certifications: Texas Registered Municipal Clerk (TRMC) ___Municipal Clerk _X_Other staff members in the Municipal Clerk's Office If your Municipal Clerk is not a TRMC, please list names of individual(s) who are: Raquel Martinez, Deputy City Secretary TRMC & Linda Newsted, Administrative Assistant, TRMC	X
3.	**Government Transparency**[2]	X
4.	**Elections**[3]	X
5.	**Awards/Recognitions of Office**[4]	X
6.	**Public Information Act**[5]	X
7.	**Open Meetings Act (OMA)**[6]	X
8.	**Boards/Commissions**[7]	X
9.	**Municipal Clerk Office Policies/Procedures**[8] Adopted/updated in last __X__ 2 years, ___ 5 years, ____10 or more	X
10.	**Other areas of responsibilities that fall under the purview of the municipal clerk office in your municipality**[9]	X
11.	**Innovative/Streamline Projects (Must have been implemented within the previous 2 years from application deadline)**[10]	X
12.	**Establish departmental training for employees on one or more of the core areas of responsibilities of the municipal clerk office.**[11]	X

CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

March 6, 2025

RE: Texas Municipal Clerk's Association (TMCA) 2025 Municipal Clerk's Office Achievement of Excellence Award Packet Application

Dear Selection Committee:

The City Secretary's Office (the "Department") of the City of Friendswood (the "City") is staffed by four employees: (1) City Secretary, (2) Deputy City Secretary, (3) Records Specialist and (4) an Administrative Assistant. The City Secretary also serves the City as an Assistant City Manager and reports directly to the City Manager. The Department is responsible for maintaining official City records, administering elections, assisting citizens and departments in search for information, responding to requests for public information, issuing various permits, coordinating the appointments of elected and appointed officials, processing recordations, publications and codifications and serving as the City's records manager, elections administrator and public information officer in accordance with Local, State and Federal laws.

The Department has been undergoing a significant reorganization since 2021, and the current staff of four has only been together for a total of 15 months. Lettie Brysch, the City Secretary/Assistant City Manager has 20 years of municipal experience in the City Secretary's Office and joined Friendswood April 2021. As with all new leadership, there is a period of adjustment and it took a few tries, but the right people were put in place with Linda Newsted coming on as Administrative Assistant in May 2022, Raquel Martinez joined the team as Deputy City Secretary in May 2023, and Dee Valdovinos completed the team as Records Specialist in October 2023. Each individual on this team brings years of experience in municipal government, project management, problem solving, process improvements and most importantly, public service. The Department's mission is to provide exceptional support and service to the City of Friendswood, its citizens, elected officials, staff, and other interested parties in accordance with all applicable laws, and it is with this in mind that the Department has worked tirelessly to implement significant programs and project improvements in the service of the community and organization.

Therefore, it is with great honor that I submit the following application packet for the TMCA Selection Committee's review and consideration for the 2025 Municipal Clerk's Office Achievement of Excellence Award. On behalf of Department, we thank you for your service to our profession and consideration of this application.

Most sincerely,

Leticia Brysch
City Secretary/Assistant City Manager

910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546 · OFFICE: (281) 996-3270 · FAX: (281) 482-1634

1. RECORDS MANAGEMENT

The City Secretary is the designated Records Management Officer for the City and oversees the implementation and administration of the City's citywide records management program (the "program"). Like all traditional records management programs in Texas, the program is heavily focused on the retention and disposition of paper records. Copies of the City's existing Records Management Program and History are hereto attached and incorporated as Exhibit "1." However, the Department, per the direction of City Management to become a paperless city, has started the auditing, cleanup and migration of records into electronic format in order to eliminate waste and create efficiencies through the optimal use of Laserfiche. Some of the main achievements over the last two years include the following:

- Implemented and completed Laserfiche Software upgrade to include licensing for all Departments, (three licenses to 40 full licenses and 40 participant licenses) with unlimited views of publicly available records via the weblink located on the City's website.
- Implemented and completed Laserfiche integration with ArcGIS to create GIS layers with associated records linked and available through Laserfiche.
- Created, implemented and completed a contract management program to follow the creation, execution, maintenance and final disposition of all city contracts in electronic format via Laserfiche and OneSpan.
- Eliminated the offsite records room through appropriate disposition of records (destroyed 93 boxes), migration of all commercial plans (over 630) into Laserfiche and created city owned records room, thus eliminating $12,000 in recurring cost in offsite rental fees.
- Eliminated Department records room through appropriate disposition of records and migration of all records into Laserfiche to allow citywide access and uniform maintenance. As a part of this process, the Department scanned in and made accessible all City Council ordinance, resolutions, minutes, as well as the minutes and orders for all City boards, commissions and committees for public consumption at no costs via its public link on the City's website. Over 1,800 ordinances, 1,600 resolutions, and 5,000 minutes.

Attached as Exhibit "1" please find the following document:

- Records Management & Information Program
  - Article IV "Records and Information Management," Chapter 2 "Administration," City of Friendswood Code of Ordinances
  - Ordinance No. 90-10 – Adopting Records Management Policy
  - Resolution No. 98-41 – Adopting TSLAC Retention Schedules
  - City of Friendswood Retention Schedules & Audit of Records
  - Designation of Local Government Records Management Officer – SLR 504 Filing
  - List of Department Records Liaisons
- Maintenance and Destruction of Records:
  - Current Forms: Box Labels and Destruction Forms
  - Laserfiche Electronic Records Management Forms in Production for Destruction Request and Record Boxes Barcode System
  - Sample of Migration of Paper Records Project into Laserfiche – Commercial Plans Destruction Form for Paper Rolls.
  - Audit of Records Room and Destruction History Sample
- Upgrade of Laserfiche Records Management program to latest version and extend use to all departments.
  - Screen Shot of Laserfiche Repository, Weblink, GIS, Buyout Records and Dashboard
  - Records Management Intranet Site with Information, Trainings and SOPs.

2. PROFESSIONAL DEVELOPMENT

The City views its employees as its biggest asset and thus places a special emphasis on their training and development. In fact, the City was designated a Top Workplace in Houston by the Houston Chronicle in 2023 and 2024, and USA Top Workplace for 2025 by USA Today, which are based on employee survey responses. The Department focuses on maintaining consistent yearly training for laws related to elections and Open Government, i.e., Texas Open Meetings Act (OMA) and Texas Public Information Act (PIA) through attendance at the Secretary of State Election Law Seminar for Local Political Subdivisions and the Texas Attorney General's Office Open Government Seminar.

Additionally, special attention is given to the up-and-coming members of staff that will be taking over the Department's operations, Raquel Martinez and Linda Newsted. These members of staff worked to attain their Texas Municipal Clerk's Association certification in the record time of two years! Both ladies received their certification at the January 28th TMCA Election Law Seminar in Round Rock, Texas. Dee Valdovinos is undertaking ongoing training and certifications related to records management, Laserfiche Power User, A.I. and GIS, as well as completing her first semester at Lamar University for a degree in Computer Science to optimize the use of technology in the Department's operations. Lastly, all members of the staff are encouraged to attend local Salt Grass Chapter meetings and trainings regardless of their area of specialization.

Attached as Exhibit "2," please copies of employee certificates:

Leticia Brysch, City Secretary/Assistant City Manager:
- Texas Women's Leadership, Sequoia Class 2024

Raquel Martinez, Deputy City Secretary:
- TMCA Certification, January 2025

Linda Newsted, Administrative Assistant:
- TMCA Certification, January 2025

Dee Valdovinos, Records Specialist:
- ARMA International, Essential RIM Certificate 2024
- ARMA Essential of Records & Information Management Certificate 2024
- ESRI GIS Basics Certificate

3. GOVERNMENT TRANSPARENCY

Transparency is the quality by which a light can be shined upon something, for it to be clearly seen by others. However, government transparency is more than just shining a light on any given things but is instead a responsibility by the government to share information with the public in such a way that they can actively participate in their governing in an informed and timely manner.

The Texas Public Information Act (PIA) and the Texas Open Meetings Act (OMA) are two major legislations that are administered through the City Secretary's Office, mainly seen through public information requests and the posting of public meetings. However, these are the bare minimum of what a governing body is supposed to do when it comes to providing its citizens with information related to its government and history.

The Department has taken steps to allow citizens to quickly and freely review, research and copy information related to the history, codes, and operations of the city. Additionally, the City supports the public's interaction with the City Council and provides various avenues to communicate with them via public comment, email and the website. Lastly, the Department in coordination with the Parks and Recreation Department administers the new Friendswood Academy, which is focused on creating relationships with citizens regarding the operations and duties of the organization. This 8-week program allows a class of no more that 12 adults residents to learn more about each City department in a classroom setting.

Attached as Exhibit "3," please find a list of activities, tools and programs administered by the Department that promote government transparency.

- Election Information Screen Shots of Website
- Campaign and Conflict of Interest Screen Shot of Website
- Public Notices Bids/Public Hearings/Public Notices
- Agenda Postings:
    - Agenda and Agenda Packet Screen Shot of Website
    - Notify Me Screen Shot and Facebook Meeting Notices
    - Instructions on using Notify Me in CivicClerk
- Communicating with the City Council:
    - Council Rules of Procedure - Public Participation
    - Speaker Request Form – Public Comment and/or Public Hearings
    - Council Member Information and Contacts Screen Shot of Website
- City Charter Screen Shot of Website
- City of Friendswood Code of Ordinances Screen Shot of Website
- Laserfiche Public Portal - Weblink Screen Shots of Website
- Friendswood Academy
    - Friendswood Academy Information Page Screen Shot of Website
    - City Secretary's Office PowerPoint Presentation

4. ELECTIONS

The City Secretary serves as the Elections Administrator for the city and is responsible for administering all General and Special Elections in accordance with all applicable laws and the City's Charter. The city's jurisdiction is in two counties, with the majority being in Galveston County and the rest in Harris County, and as such, the city contracts with both counties for election services and/or for joint elections.

The Friendswood City Council is comprised of a Mayor and six Councilmembers. The Mayor and each Councilmember are elected from the City at large, and each occupies a position on the City Council. Councilmember positions are numbered 1 through 6 consecutively. The Mayor and each Councilmember are elected to serve for three-year terms, but no person can be elected to serve on the City Council in any capacity for more than four three-year terms. The three-year terms of Office of Councilmembers and the Mayor shall be staggered as follows:

- Mayor, and Councilmember Position Nos. 1 and 3;
- Councilmember Position Nos. 2 and 5; and
- Councilmember Position Nos, 4 and 6.

The City also has a recurring Special Election in order to reauthorize the 0.375% street maintenance sales and use tax to continue providing revenue for the maintenance and repair of existing city streets and sidewalks.

In May 2023, the City contracted with Harris County and Galveston County to hold its General Election to elect the positions of Councilmember Position Nos. 2 and 5, and while the Position of Councilmember Position No 2 was unopposed, as the Councilmember Position No. 5 was contested, and all Council positions are at large, the City was unable to cancel the unopposed race. In May 2024, Harris County was not able to assist the city with its election due to it being May of an even numbered year, the City Secretary coordinated with the City Attorney to contract with Galveston County to hold the totality of the city's election, while ensuring compliance with the language requirements of the Voting Rights Act through the adoption of Resolution No. R2024-03 which (i) recorded the City Council's approval of the Mayor's certification that the City of Friendswood's election precincts located in Harris County are exempt from the bilingual language requirements of the Code for the Vietnamese and Chinese languages (ii) authorized the Mayor to make the requisite filings pursuant to Section 272.003 of the Code, and (iii) established a targeting system in compliance with the Act and Section 272.006 of the Code.

The Department has created processes and procedures that allow for a step-by-step checklist of the city's overall election process, as well as specific procedures; such as the receipt and acceptance/denial of a candidate packet for place on the ballot in compliance with the Texas Election Code and the city's Charter. The Department has also created extensive educational materials for prospective candidates and newly elected officials, along with multiple election web pages for current and historical election information and materials for the public at large.

Attached as Exhibit "4," please find election materials that support the election process for the staff, candidates, and public.

- Election Processes:
  - Sample Election Calendar
  - Sample Election Services Contract
- Candidates:
  - Online Candidate Packet & Packet Memo
  - SOPs to Receive and Accept/Deny Candidate Filings
  - Online Candidate Page
- Notices:
  - Sample Election Ordinance

    - Sample of Election Notice
- Outreach and Educational Material:
    - Street Maintenance Sales and Use Tax Election Information
    - Street Maintenance Sales and Use Tax Screen Shot of Website
    - Sample Facebook Election Messages
    - FAQs in (4) languages
- Completed Language exemption process and created SOPs when Harris County is unable to hold our elections in May of even numbered years.
    - Resolution No. R2024-03 – Bilingual Exemption Certificate
- Canvass & Reception:
    - Sample Canvass Script and Tally
    - Sample Oath/Statement & Election Certificate.
- Incoming Council Orientation:
    - Orientation Training PowerPoint and Agenda
- Training & Speaking Engagements:
    - Leticia Brysch: SOS Election Seminar, Guest Presenter 2023 & 2024
    - Raquel Martinez: Attended TMCA Election Law 2024 & 2025
    - Linda Newsted: Attended TMCA Election Law 2024 & 2025

5. AWARDS/RECOGNITIONS OF THE OFFICE

The City Secretary's Office celebrates the individual recognitions of its staff and in the last two years, members of the staff have been the recipients of multiple professional and academic scholarships. Additionally, the Department is very proud of the following awards, which are a part of the City's highly competitive department competitions, of which the City Secretary's Office continues to set the standard. Those awards include three back-to-back first place wins for the City's Dessert Wars (2022, 2023 and 2024) and a first-place award for the City's Christmas Door Decorating Contest in 2024. Lastly, the Department was recognized by the City's Department of Emergency Services for compliance with all required FEMA training in 2024, during an internal compliance audit completed by the City's Emergency Management Division.

Attached as Exhibit "5," please find the list of staff and department scholarships, awards and recognitions:

- Raquel Martinez, Deputy City Secretary:
  - Deloris McKenzie Scholarship Award 2023
  - TMCA Travel Stipend Award, Public Funds Investment Seminar, 2024
  - TMCCP Seminar Scholarship, Election Law Seminar, 2025
- Linda Newsted, Administrative Assistant:
  - TMCA Scholarship Award 2023
  - TMCA Travel Stipend Award, Public Funds Investment Seminar, 2023
  - TMCCP Seminar Scholarship, Election Law Seminar, 2025
- City Contest:
  - Dessert Wars, First Place Winners, 2023 and 2024
  - Christmas Door Decorating Contest, First Place Winner, 2024
- City of Friendswood Department Recognition for FEMA Training Compliance

6. PUBLIC INFORMATION ACT

The City Secretary serves as the Public Information Officer for the city and is responsible for the processing of all public information requests in compliance with all applicable laws, rules and regulations. In 2022, the Department worked with the City Attorney to (i) establish a new Public Information Disclosure Policy for the City of Friendswood and (2) adopt a new Public Information Policy. Since that time, the Department has worked with city departments to create uniform processes and procedures through the creation of SOPs, one-on-one training sessions, and identifying best practices and efficiencies in the city's Public Information Request (PIR) System (GovQA.)

In 2024, the Department continued to leverage the use of technology to facilitate its PIR process by (i) updating its Public Records webpage to include multiple FAQs giving the public information regarding records, including public information requests, law enforcement records, Judicial records, Patient (EMS) Care records, and Crash reports and (ii) creating an online request process for Patient (EMS) Care records.

The Department also coordinated with the City Attorney's Office and the Police Department Records Division for Standard Operating Procedures (SOPs) related to the processing of law enforcement records pursuant to a previous determinations, specifically Texas Government Code, Section 552.108(a)(1), and Section 552.101 in conjunction with common-law-privacy for dates of birth to eliminate unnecessary request for Attorney General Opinions and facilitate records quickly and efficiently to the public.

Attached hereto please find Exhibit "6" outlining the city's PIR program, SOPs and training materials:

- Adopted new PIR policy.
    - Resolution No. R2022-12 – Adoption of PIR Policy.
    - List of Liaisons & their training completion.
- Attach SOPs for GovQA & PIR program:
    - SOPs for previous determination
    - 552.108a1 (letter template)
    - 552.101 & CLP (template)
    - Number of PIRs, AGs & Previous Determination 2024 Report
    - SOPs for processing public information requests in GovQA.
    - Sample of template – Notice of Itemized Costs Statement with Bond Requirements
        - Public Records Center Updated and Redesigned.
    - Webpage
    - FAQs & FAQs Webpage Screen Shot
    - New EMS – Patient Care Records.

7. OPEN MEETINGS ACT

The City Secretary is responsible for administering the Open Meetings Act (OMA) for the City, by ensuring a uniform agenda process and system for advisory and non-advisory boards. The Department ensures uniformity in look, feel and information of all agendas, minutes and agenda packets, and posting requirements.

The City utilizes the CivicClerk Electronic Agenda Management program and in 2023 and 2024, the Department updated all of the agenda templates to fit more information on each page, eliminate unnecessary language and provide more concise and clearer language on all agenda items. SOPs were also created for (i) the posting of notices of possible quorums for the non-advisory boards, (ii) the posting and notification to the public of public meeting agenda postings via the City's notices boards, website, and Notify Me messaging module, and (iii) for board liaisons to create their agendas and minutes.

Attached hereto as Exhibit "7," please find samples of:

- CivicClerk Agenda and Minutes Updates and Corrections Project
- Sample Agenda with updated notice language
- SOPs for Posting Public Meetings and Public Notice Via Multiple Mediums
- SOPs for Posting Notices of Meetings for Possible Council Quorum
- Advisory Board PowerPoint Training Materials
- Sample Agenda Template (CEDC)
- Sample Minute Template (CEDC)
- Example of OMA certificates on file.

8. BOARDS AND COMMISSIONS

The City Secretary's Office is responsible for processing all appointments to the City's advisory and non-advisory boards in compliance with the City's Codes and Appointment Policy. This includes accepting and processing volunteer applications for the City's multiple boards, coordinating the vetting and processing of potential applicants for the Council's consideration, processing all of the necessary paperwork and training for all elected and appointed officials, and maintaining said information in the City's centralized electronic board tracking program in accordance with all applicable laws.

In 2023 and 2024, the Department completed an audit on all existing elected and appointed officials and ensured that their information was updated in a centralized database (CivicClerk Board Module). The staff created SOPs for the Appointment process from receiving applications with a new online application form, vetting applicants, coordinating placement of appointments on agendas for Council approval, and after Council actions to include appointment letters and new board member paperwork. This step-by-step manual ensures that all applicants and appointed officials are treated uniformly and fairly.

Attached, please find Exhibit "8" with copies of the following items:

- Article II "Boards, Committees, and Commissions,", Chapter 2 "Administration," of the Friendswood Code of Ordinances
- Resolution No. R2022-30, Adopting the City's Appointment Policy
- Screen Shots of the Board Module Tracking Program
- Screen Shots of the City's Online Volunteer Application
- Sample Appointment Template Letter
- New Board Member Forms
- Advisory Board PPT Training

9. MUNICIPAL CLERK OFFICE POLICIES AND PROCEDURES

Since 2022, the Department has undertaken a comprehensive review of its processes and procedures, many of which have been documented in other portions of this submission. Below is a listing of the Departmental SOPs that have been updated since their new leadership structure from April 2021.

SOP Name	Summary	Date(s) of Update(s)
Alcohol Beverage Licensing & Prequalification Process	Addition of process to certify pre-qualification of new builds and move permitting renewals from yearly to two-years, in line with TABC licensing timelines.	Initial approval April 2021 Update April 2024
Public Information Request – Processing Incoming PIRs	Step-by-Step process on the reviewing, inputting and processing of public information requests.	December 2023 February 2025
Processing of Police PIRs via Previous Determinations	Step-by-Step process on responding and releasing records related to police records using previous determinations for Texas Government Code: • 552.108a1 – pending and ongoing investigations • 552.101 in conjunction with Common-law privacy (CLP) for dates of birth.	October 2024
Laserfiche Contract Management SOPs	Step-by-Step process to input contract request via electronic form and approvals.	February 2025
Public Hearings Posting, Publication & Mailing of Notice of Hearings for Zoning Changes	Step-by-Step process to ensure compliance with State and Code requirements in regard to zoning changes within the City's jurisdiction.	May 2021
Numbering of Ordinances/Resolutions	Step-by-Step process to number ordinances and resolutions uniformly and in compliance with Charter	December 2022
After Council Actions	Step-by-Step process to process ordinances, resolutions, and contracts efficiently and in compliance with all applicable laws.	December 2022 May 2023 December 2024

Attached as Exhibit "9," please find:

- Table of Contents for the City Secretary's SOPs
- Example of an SOP – Processing TABC Pre-Qualifications and Permits

10. OTHER AREAS OF RESPONSIBILITY THAT FALL UNDER THE PURVIEW OF THE MUNICIPAL CLERK OFFICE

The Department is responsible for supporting the Mayor and Council throughout their tenure. Aside from handling their schedules, calendars, appearances and communications, this Department is responsible for all their community programs and events; such as the State of the City with the Friendswood Chamber of Commerce, the Council for a Day with the city's four elementary schools, the Mayor for a Day in support of the local school districts and multiple local groups (Boy Scouts, Girls Scouts, retirement homes, Senior Citizen programs).

Attached as Exhibit "10" please find examples of two (2) main programs administered by the Department on behalf of the City Council:

- Mayor for a Day Program and
- Council for a Day Program.

11. INNOVATIVE/STREAMLINE PROJECTS

The Department has led multiple process improvement projects to streamline internal processes in order to best use its limited resources to complete its main duties while increasing our service levels. Some of these projects include the remodel of the Department's space to create an open and collaborative workspaces that promote working relationships and innovative ideas and updating the CivicClerk Software to gain optimal use of program for uniform agenda templates, minutes and codification. However, the Department has spearheaded three major innovative projects that have made a significant impact on the City's operations. Said projects are noted below:

#	Project Name	Scope of Work	Dates
1	Electronic Migration of City's Permanent Commercial Plans & GIS/Laserfiche Integration	Beginning in December 2023, the Department audited and cleared out its offsite records room that was located in a private storage facility by auditing the existing records into what could be destroyed based on the City's retention schedules, what needed to be moved to a City controlled records room for further processing. As the City had moved to electronic commercial plans, the staff prioritized the migration of paper commercial plans, which are permanent records into electronic format in Laserfiche. The staff worked with the Community Development Department, Engineering and the Fire Marshal's Office to identify the location of all of their electronic and paper commercial plans (rolls) to where they maintained. The Department then organized the information, set-up and filing system in Laserfiche and scanned over 630 rolls of commercial plans. Once the scanning was completed, the Department organized all commercial plans in Laserfiche, staff coordinated with GIS staff to create a GIS layer that identified all of the commercial properties and linked all their related commercial plans (new construction, renovations, etc.) The staff has completed the quality control of the records, and the paper commercial plans have been destroyed. This project improvement centralized the records keeping of commercial plans across the City into one system and location that is accessible to all departments and supports the City's new electronic plan approval software and system. Thus, reducing costs associated with storing paper records, and soft cost associated (time/resources) with searching for the latest approved plans from three different departments. A screen shot of the GIS layer is included in Exhibit "11"	2023-2025
2	Electronic Migration of the City's Property Records & GIS/Laserfiche Integration	City staff audited its property records that started at over 800 records (deeds, easements, and liens), many of which (508) did not have a map or way of identifying its actual location on GIS. Staff worked with an outside company that through the use of A.I. and surveying expertise were able to identify the locations and parcel numbers of all City property records, in addition to eliminating duplicates (leaving only 462 records) and creating a centralized log that was used to create a GIS layer mapping out the property records and linking the recorded instruments to each. This project improvement allows staff to easily identify its easements and deeds when working with infrastructure projects and/or potential developers, eliminating weeks of research and delays; thus, reducing the costs associated with staff time, and supporting third parties interested in developing in the city. A screen shot of the GIS layer is included in Exhibit "11"	2023-2024
3	Centralized Electronic Contract Management Program	Created a centralized electronic system to manage the City's contracts and agreements from the creation of a contract/agreement to its approval, execution, retention and final disposition. The system uses Laserfiche Forms to capture the approval process, to include competitive bidding information, that stays with the resulting contracts/agreements and through the use of business processes and workflow, has automatic filing, retention and email notifications of the expiration of agreements and certificates of insurance to the responsible contract department. The City approved its electronic signature policy at the 03/03/2025 Council meeting, and the SOPs for inputting a competitive bid form for the new system are both attached in Exhibit "11"	2022-2025

12. ESTABLISH DEPARTMENTAL TRAINING FOR EMPLOYEES ON ONE OR MORE OF THE CORE AREAS OF RESPONSIBILITIES OF THE MUNICIPAL CLERK OFFICE

The Department holds smaller trainings to ensure that the staff can adequately support and answer the employees' questions and concerns related to records, agendas and public information requests. The Department sends staff to conduct training on the City's records and public information request processes with a PowerPoint presentation. The Department creates PowerPoint presentations, forms, and step-by-step lists that help the end-users have something tangible to keep with them when learning how to use the software programs that are administered by the Department, such as CivicClerk, GovQA and Laserfiche. The CSO has found that smaller group trainings and one-on-one sessions are more effective than large training sessions with overarching and generic information. To bring all of this information together and create an employee one-stop-shopping for all things related to the City Secretary's Office, the Department has created a robust intranet site that serves our internal customers (our employees) to find all of the previously mentioned information easily and at their own convenience. The Department is currently working on taking its static trainings and turning them into snippets or small training videos which will be added to the intranet once completed.

Attached as Exhibit "12" please find examples of the Department's:

- New Employee Orientation PowerPoint
- Laserfiche Trainings Materials
- Step-by-step User Guides for CivicClerk, and GovQA
- Screen shots of the City Secretary's Office's Intranet Pages

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/15/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with PM Construction & Rehab, LLC, a subsidiary of PURIS LLC, through HGACBuy for the 2025 Sanitary Sewer Rehabilitation Program for sewer mains and manhole rehabilitation and repairs.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize a contract with PM Construction & Rehab, LLC, a subsidiary of PURIS LLC, through HGACBuy Contract No. TP18A3 for the 2025 Sanitary Sewer Program in an amount not to exceed $1,200,000. There will be multiple projects under this program, which will be undertaken on a work-order basis. Public Works has outlined some work to be performed, and other work will be identified through closed circuit television (CCTV) performed by this contractor.

This program will be funded from prior year unencumbered water and sewer working capital and funds included in the FY25 adopted Water and Sewer Fund operating budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. End User Agreement - PM Construction & Rehab
2. Extension 4- Puris LLC
3. H-GAC Amendment No 3 -to Contract No. TP07-18
4. H-GAC Amendment No. 2 to Contract No. TP07-18
5. H-GAC Amendment No. 1 to Contract No. TP07-18
6. H-GAC General and Special Provisions to Contract No. TP07-18
7. COI - City of Friendswood, TX
8. PM Construction & Rehab - Performance, Payment & Maintenance Bonds
9. TX Govt Code Verifications - Executed
10. Form 1295

END USER AGREEMENT
BETWEEN CITY AND CONTRACTOR
FOR HGACBUY PURCHASE

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This End User Agreement (the "Agreement") is entered into by and between the City of Friendswood (the "City") and PM Construction & Rehab, LLC, a subsidiary of PURIS LLC (the "Contractor") for the 2025 Sanitary Sewer Rehabilitation Program for sewer mains and manhole rehabilitation and repairs (the "Project").

1. **SCOPE OF WORK:** This scope of work shall include those services detailed in each work order issued by the Director of Public Works (the "Director") and may include, but not be limited to, the following:
   - Provide pre-work submittals;
   - Coordinate/communicate with residents and customers to attain their approval before accessing any public and/or private easements upon or within the rear of a property in question (at least 72 hrs. in advance);
   - Perform pre-rehab closed-circuit television video ("CCTV") & cleaning (normal only). Two-wheel drive vehicle access to manholes is required for this work;
   - Perform heavy cleaning, excluding tuberculation removal, mechanical cleaning, debris disposal, dump site, etc.;
   - Complete cured-in-place pipe ("CIPP") rehabilitation per ASTM F1216 standards utilizing water or air inversion & water or steam curing methods;
   - Reinstate service laterals to CIPP mains via internal robotic cutter only (if required);
   - Reinstate service laterals to polybutylene ("PB") mains by utilizing saddles with stainless steel bands and reconnecting to the existing lateral;
   - Perform PB replacement by utilizing DR 17 HDPE for replacement pipe, utilizing pneumatic bursting methods only;
   - Backfill all excavations with previously excavated material;
   - Perform post-lining CCTV inspection upon completion of the work to confirm rehab and replacement work;
   - Demobilize all construction equipment and clean-up of all identifiable debris generated by Contractor's crew(s); and
   - Mobilize for each technology.

   Each work order shall be based upon the unit prices specified in HGACBuy Contract No. TP18A3 for trenchless pipeline rehabilitation services. It is expressly understood and agreed that the total of all work orders issued under the Project shall not exceed ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($1,200,000.00). Each work order issued in furtherance of the Project will consist of all necessary parts, materials, equipment, freight, delivery, installation, labor, travel time, mileage, cleanup, and any other related costs to complete the Project. The Project will be constructed to meet the City's specifications.

2. **CONTRACT DOCUMENTS:** The Contract Documents shall consist of the following documents, which are listed in the order of priority of interpretation should there be a conflict:
   a) Addenda/Change Orders to this Agreement,
   b) Work Orders,
   c) End User Agreement,
   d) Plans, if any,
   e) Technical Specifications,
   f) Standard details,
   g) Performance, Payment, and Maintenance Bonds,
   h) H-GAC Amendment No. 3 to Contract No. TP07-18
   i) H-GAC Amendment No. 2 to Contract No. TP07-18,
   j) H-GAC Amendment No. 1 to Contract No. TP07-18,
   k) H-GAC Special Provisions to Contract No. TP07-18, and
   l) H-GAC General Provisions to Contract No. TP07-18.

(collectively the "Contract Documents")

No amendments to this Agreement shall be effective and binding until they are reduced to writing and signed by the duly authorized representatives of both parties. Contract Documents shall be distributed by the Contractor to its subcontractors as necessary and must be kept and be accessible at the work site. The plans and specifications must be returned to the City on request at the completion of the work.

3. **CITY'S REPRESENTATIVE:** The Project shall be administered by the City's Representative within the Public Works Department ("City Representative"), whose duties shall include, but not be limited to, the following:
   a) periodically review and inspect the Contractor's work;
   b) issue instructions and directives to the Contractor, with which Contractor is obligated to comply, provided such directions and instructions are consistent with the obligations of this Contract;
   c) make visits to the site at intervals appropriate to the various stages of construction, appropriate to observe as an experienced and qualified design professional the progress and quality of the work; and
   d) keep City informed of the progress of the work.

4. **COMMUNICATIONS:** The Contractor shall forward all communications, written or oral, to the City through the City's Representative. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by telecopier, overnight or facsimile transmission or if delivered or sent by certified or registered mail to the last business address as indicated herein. Each party will have the right to change its business address by giving at least thirty (30) calendar days' written notice to the other party of such change. Notice given by mail shall be deemed given three (3) calendar days after the date of the mailing thereof.

5. **COMMENCEMENT AND COMPLETION OF WORK:** After the bonds and the certificate of insurance have been submitted to and approved by the City, the Contractor shall perform the work on each work order issued by the Director in the most expedient manner possible. The work shall commence as soon as possible, but no later than **ten (10) calendar days** from the date specified in the work order. The number of calendar days for substantial completion and final completion of the work shall be specified in each work order. Time is of the essence in this Agreement and the date of beginning and the date for final completion of work as specified in each work order are essential conditions of this Agreement. The Contractor will execute each work order in full recognition of the time required for the completion of this work taking into consideration all factors, including, but not limited to, the average climatic range, industry conditions, and liquidated damages. At final completion of each work order, a certificate of final completion shall be issued by a professional engineer hired by the Contractor with the approval of the Director.

6. **WORK:** The Contractor shall complete the work described in each work order in strict conformity with the Contract Documents. The Contractor shall:
   a) provide and pay for all materials, supplies, machinery, equipment, tools, superintendents, laborers, insurance, fuel, transportation, and all other facilities and utilities necessary for the execution and completion of the work;
   b) secure and pay all permits, fees, licenses, and inspections necessary for the proper execution and completion of the work;
   c) give all notices required by law and comply with all applicable laws, City ordinances, City regulations, City codes, City rules, City standards and details, City specifications, and lawful orders of all public authorities bearing on the performance of the work;
   d) pay sales, consumer, use and similar taxes as legally required; and
   e) provide shop drawings and schedules to the City's Representative and secure the City's Representative's approval of the same, which approval shall not relieve Contractor from responsibility for errors.

7. **EXTENSIONS AND DELAYS:**
   a) EXTENSIONS. Within seven (7) calendar days of any act or incident that the Contractor reasonably believes may justify an extension of time for final completion, the Contractor may apply in writing for an extension of such time, submitting therewith all written justification as may be required by City. Thereafter, the City's Representative, within seven (7) calendar days after receipt of a written request for an extension of time from the Contractor, which is supported by all requested documentation, shall then

grant or deny such written request; provided that the request for an extension is not based upon weather conditions. Should an extension be requested within the seven (7) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon final completion of the work based upon any variation from the average climatic range.

b) DELAYS. The Contractor, in undertaking to complete the work within the time herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise. No charge whatsoever shall be made for hindrances or delays from any cause whatever, except where the work is stopped by order of the City or by extraordinary causes. Any extension shall not exceed the time actually lost by Contractor.

8. **PAYMENT:** The Contractor agrees to perform the work for the prices specified hereinabove, which the City shall pay upon final completion and acceptance of the work, subject to any adjustment allowed herein. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job. The Contractor shall not have the right to obligate the City to make any payments to another party.

a. **Progress Payments:** The Contractor shall submit applications to the City's Representative for progress payments as provided for herein no more often than once a month Application for payment will be processed by the City's Representative.

(1) Subject to the terms of this paragraph and the other provisions of this Agreement, the City shall make progress payments based upon unit prices and the Contractor's application for payment as approved by the City's Representative. Whenever the Contractor's application for payment includes payment for work that is determined to be either (1) not in accordance with this Agreement, the work write-up, specifications, or other Contract Documents, or (2) defective, the City may, in its sole discretion, withhold progress payments whenever some work for which payment has already been made under a prior progress payment or a portion thereof, is determined to be either (1) not in accordance with the Agreement, the work write-up, specifications or other Contract Documents or (2) defective. No partial payment shall be made for materials or equipment stored onsite or offsite unless approved in writing in advance by the Director.

(2) Subject to the terms of this paragraph and the other provisions of this Agreement, progress payments will be made, less the normal retainage specified below and additional amounts as the City may determine and may withhold in accordance with this Agreement. The City may, at any time, suspend progress payments on the work if, in the sole discretion of the City, it determines that (i) the projected liquidated damages may exceed the retainage, (ii) the Contractor will not timely complete the work due to actual default, (iii) the Contractor has represented or done some act that indicates that the Contractor will not complete the work within the dates specified in this Agreement for final completion, or (iv) the Contractor will otherwise not complete the work in accordance with this Agreement.

b. **Retainage:** From each approved statement, the City shall retain until final payment five percent (5%). The City may also retain from each approved statement any sums authorized under other terms of this Agreement.

c. **Final Payment:** After final completion and acceptance of the work specified in each work order issued hereunder, the City shall pay the Contractor the remainder of the price due under such work order less any sums withheld under other terms of this Agreement.

d. **Payment based on Actual Work and Material:** If the actual amount of the work to be done and the materials to be furnished differ from the estimate, then payment shall be for the actual amount of accepted work done and materials incorporated into the Project. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units.

e. **Changes:** No changes shall be made and no bills for changes, alterations, modifications, deviations, and extra orders shall be recognized or paid for except upon a written change order signed by the Contractor and the City. Any change shall not affect the validity of any bonds. Any requests by the Contractor for a change in contract amount of any work order shall be made prior to the beginning of the work covered by the proposed change, or the right to payment for extra work shall be waived.

9. **INDEPENDENT CONTRACTOR:** In all activities or services performed hereunder, the Contractor is and at all times shall remain an independent contractor, not an agent or employee of the City. The Contractor, as an independent contractor, shall be solely responsible for the final product contemplated under this Agreement. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor without claim for additional payment, even though not specifically mentioned herein.

10. **DISORDERLY EMPLOYEES:** The Contractor agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this Agreement, to do the work. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Superintendent-Manager and any necessary assistants, all satisfactory to City to supervise its employees and subcontractors. Adequate supervision by Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and declaring Contractor in breach of this Agreement. Whenever the City or the City's Representative shall inform the Contractor in writing that any person or persons performing any of the requisite work are, in the opinion of the City or the City's Representative, incompetent, unfaithful or disorderly, such person or persons shall be discharged and shall not again be employed to perform any work on the Project without prior written consent of the City or the City's Representative.

11. **NATURE OF THE WORK:** It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work; the confirmation of the ground and soil; the nature of any structures, including surface and subsurface utilities; the character, quality and quantity of the material to be utilized; the character of equipment and facilities needed for and during the prosecution of the work; the time needed to complete the work; Contractor's ability to meet all deadlines and schedules required by this Agreement; the general and local conditions; and all other matters that in any way affect the work under this Agreement.

12. **PROGRESS OF WORK:** The Contractor may prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided; however, that the order and time of prosecution shall be such that the work shall be finally completed as a whole, in accordance with this Agreement. Further, the parties shall be subject to the following:

a) The City reserves the right to enter the property by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work;
b) The Project Superintendent-Manager shall coordinate its activities and work with the City. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis. In the case of any completed work or material that is to be covered over by other material, the Project Superintendent-Manager shall provide notice to the City no later than twenty-four (24) hours before the anticipated cover-up of the previously completed work or material. In the event, however, that such notice is provided on a Friday the City will have until the following Monday afternoon to approve the previously completed work and its cover-up and the Contractor shall take no action until such approval is given by City;
c) The Contractor shall submit, at such time as may reasonably be requested by City, further schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts; and

d) The Contractor and the engineer performing services under this Agreement shall attend additional meetings called by the City or the City's Representative upon twenty-four (24) hours' notice unless otherwise agreed by the parties.

13. **SITE CONDITIONS AND MANAGEMENT:** Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish resulting from any work being done by the Contractor. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied by the City or its designee and charged back to the Contractor. When the Contractor is working around or in existing structures, it shall verify conditions at the site, including, but not limited to, roads, easements, door openings, passages, and other existing site conditions. Any items constructed or manufactured offsite or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's sole cost and expense.

Where gas, water, and sewer lines exist in the vicinity, the Contractor shall assume that service connections exist to each building and exercise appropriate caution during excavation. It is the Contractor's responsibility to notify various owners in advance when excavation is to be done in the vicinity of their underground lines and structures. Damage to such underground lines and structures, whether or not shown on the plans, shall be the responsibility of the Contractor; and it shall bear the cost of necessary repair or replacement of damaged parts.

The Contractor shall be responsible for verifying all conditions at the site prior to performing the work. As such, the Contractor understands and agrees that it shall be responsible for conditions encountered at the site, including, but not limited to, (i) subsurface or otherwise concealed physical conditions which differ from those indicated in the Contract Documents, and (ii) unknown physical conditions, which differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. No additional compensation shall be afforded to the Contractor for differing site conditions. Any information provided by the City, including, but not limited to, geotechnical information, shall be for the Contractor's convenience only; and the City does not guarantee the accuracy or correctness of any information so provided.

14. **LAYOUT OF WORK:** The Contractor shall lay out all work in a manner acceptable to the City in accordance with applicable codes and ordinances of the City, county and state. The City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the specifications and Contract Documents.

15. **CONTRACTOR'S STRUCTURES:** Whenever the Contractor erects, installs, or uses additional structures on the property for the storage, maintenance of materials or use of employees and subcontractors, such structures shall not damage the property; and the Contractor shall maintain sanitary conditions in and about such structures at all times in a manner satisfactory to the City. The Contractor shall provide and maintain necessary sanitary conveniences for the use of laborers on the work. Such conveniences shall be properly secluded from public observation and shall be in a location approved by the City's Representative. The City may charge the Contractor for any damage or injury to the City, its property or third persons as a result of the location or use of any of Contractor's structures.

16. **MATERIALS:**
a) Materials or work described in words which when so applied have well-known technical or trade meanings shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with the Contract Documents and recognized industry standards.
b) Materials and supplies utilized in the final product that will be turned over to the City shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer.
c) No refurbished, reconditioned or other previously utilized materials or supplies will be used without the signed authorization of the City.

d) Where the product is to be turned over to the City, the Contractor may utilize substitutes of equal quality and function as provided for in the specifications following a formal submittal review and authorized approval from the City.
e) The City shall have the full and final decision over the use of substitute materials and supplies.
f) The Contractor shall certify to the City that all materials installed are free from asbestos containing material.

17. **OBSERVATION, INSPECTIONS, TESTS:**

a) The City and the City's Representative reserve the right to enter the property by such employee(s) or agent(s) as they may elect for the purpose of inspecting the work. In accordance therewith, the Contractor shall supply the City or the City's Representative, upon request, with any keys or information necessary for the City or the City's Representative to have access to the property. The City and the City's Representative shall have the right to enter the property or location of the work for the purpose of performing such collateral work as the City or the City's Representative deem necessary or appropriate.
b) The City and the City's Representative shall have the right, at any reasonable time, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by the City or the City's Representative and shall give ample notice as to the time each part of the work will be ready for such observation.
c) The City or the City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the state of its completion or the time or place of its discovery and regardless of whether the City or the City's Representative has previously accepted the work through oversight or otherwise. Neither observations by the City or the City's Representative nor inspections, tests, or approvals made by the City or the City's Representative, or persons authorized under this Agreement to make such inspections, tests, or approvals, shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the Contract Documents.
d) The City or the City's Representative, upon approval of the City, may require the Contractor to remove, dismantle or uncover work completed. In the event that the Contractor has failed to perform the work as required by the specifications, drawings, or other Contract Documents, Contractor shall assume and pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. In the event that the Contractor has performed the work correctly to specifications, City shall assume and pay the cost of restoration of the construction to the point that the City has required the work to be uncovered or dismantled.

18. **WORK STOPPAGE:** The City or the City's Representative shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:

a) the work may be ordered stopped immediately if, in the judgment of the City or the City's Representative, any of the materials furnished or the work being done is not in strict accordance with this Contract;
b) the work may be ordered stopped immediately until any objectionable person or material is removed from the premises; or
c) the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.

Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including time of performance and deadlines therefor, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

19. **REJECTED WORK:** The City or the City's Representative, in its discretion, may reject any and all work that is found to be defective or deemed not in conformity with this Agreement. The City or the City's Representative may reject said work or any portion thereof regardless of the stage of its completion or time or place of discovery of such errors. Further, the City or the City's Representative may reject said work regardless of whether the City or the City's Representative has previously accepted the work through oversight or otherwise. Neither observations by the City or the City's Representative nor inspections, tests, certificates or approvals made by the City or the City's Representative, or persons authorized under this Agreement to make such inspections, tests, certificates or approvals, shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents. In the event that any work or any part thereof is rejected by the City or the City's Representative, the Contractor shall, at its sole expense and after

receipt of written notice thereof from the City or the City's Representative, remove such material and rebuild or otherwise remedy such work so that it shall be in full compliance with this Agreement and the other Contract Documents, as follows:

a) At the option of the City, the Contractor may be required to remedy such work so that it shall be in full compliance with this Agreement. As soon as possible, but not later than seven (7) calendar days after receipt of notice from the City or the City's Representative or such other period of time specified by the City's Representative in writing, the Contractor shall, at its sole expense, replace or repair all rejected work or materials so as to conform with this Agreement.
b) If the City or the City's Representative, in its discretion, deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction for the payment amount may be made by the City.
c) If the Contractor does not remove or replace any rejected work within the time specified in subsection (a) hereof, then the City or the City's Representative may have the work removed, replaced or repaired at the Contractor's expense.

20. **SUBCONTRACTORS:** The Contractor shall retain personal control and give its personal, utmost attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. All subcontractors must be approved by the City's Representative prior to performing any work on the Project. If the City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor shall discharge the same; but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement as far as applicable to its work. The Contractor shall be fully responsible to the City and the City's Representative for the acts and omissions of its subcontractors.

The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever. The Contractor shall further be exclusively responsible for ensuring that no claims or liens of any type are filed against any property owned by the City arising out of or incidental to the performance of any services performed pursuant to this Agreement. In the event a statutory lien notice is sent to the City or the City's Representative, the Contractor shall, where no payment bond covers the work, upon written notice from the City or the City's Representative, immediately obtain bond at the Contractor's sole expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to ensure the payment of such claim until litigation determines to whom payment shall be made.

21. **POSSESSION AND USE OF COMPLETED PORTIONS:** The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

22. **PERMITS AND CERTIFICATES:** The Contractor shall secure and pay for all necessary permits, licenses and/or certificates issued by the state, municipality or other authorities and submit the same to the City's Representative. The City may withhold any payments due under this Agreement or that may become due under this Agreement until the necessary permits, licenses and/or certificates are procured and delivered. The Contractor will not, however, be required to pay for any permit fees for permits to be issued by the City, which will be waived in conjunction with this Agreement.

23. **FAULTY WORKMANSHIP:** Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, as provided in this Agreement, the Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom, which may appear after final acceptance of the work.

24. **WARRANTY:** Upon acceptance of the work by the City, the Contractor warrants for a period of one (1) calendar year from the date thereof that all materials provided to the City under this Agreement shall be new

unless otherwise approved in writing by the City's Representative and that all materials and work will be of good quality, free from faults and defects, and in conformance with this Agreement. All work not conforming to these requirements, including, but not limited to, substitutions not properly approved and authorized, may be considered defective. This warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by the Contractor. Where more than a one (1) year warranty is specified for individual products, work or materials, the longer warranty shall govern. This warranty obligation shall be covered by all performance, payment, and maintenance bonds tendered in compliance with this Agreement.

25. **DEFECTIVE WORK DISCOVERED DURING WARRANTY PERIOD:** If within one (1) calendar year after the date of acceptance by the City of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work is found or determined to be defective, including obvious defects, or otherwise not in accordance with this Agreement, the Contractor shall correct it PROMPTLY.
   a) After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. This obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either warranty or guarantee period.
   b) If within seven (7) calendar days after the City has notified the Contractor of a defect, failure or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor.
   c) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for replacement or repair of parts and for correction of defects, shall be paid by the Contractor or by the surety.
   d) The one (1) calendar year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section prescribing that particular aspect of the work.

26. **LIQUIDATED DAMAGES:** It is expressly understood and agreed by the parties that time is of the essence to this Agreement and that the date set for the final completion of the work described herein is an essential condition of this Agreement. It is further understood and agreed that the date for final completion of the work is reasonable for the completion of the Project, taking into consideration all conditions, including, but not limited to, the average climatic change and conditions and usual industrial conditions prevailing in this locality. If the Contractor should neglect, fail, or refuse to complete the work required for final completion within the date specified in this Agreement, or any proper extension that is granted in writing by the City, then the Contractor hereby agrees, as a part of the consideration for the awarding of this Agreement, that the City may withhold permanently from the Contractor's total payment amount the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) for each and every **calendar day** that the Contractor is in default after the date stipulated for final completion, not as a penalty, but as liquidated damages for the breach of the Agreement. The amount of liquidated damages for the Contractor's failure to meet the deadline for final completion is fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be the damages that the City would sustain and may, at the option of the City, be retained from final payment or any other payment made hereunder.

27. **WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT:** Regardless of any bond, the City may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance or certificate to such extent as may be necessary to protect the City from loss on account of:
   a) Defective work or work that is not in strict accordance with the terms of this Agreement, the Specifications, or the other Contract Documents;
   b) Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the City;
   c) Failure of the Contractor to make prompt payments to subcontractors or for material or labor or materialmen;
   d) Claims filed or reasonable evidence, as determined at the sole discretion of the City, of damage to another Contractor or a third party, including adjacent property owners;

e) Reasonable doubt, as determined at the sole discretion of the City, that the work can be completed for the unpaid balance of the Contract Amount;
f) Reasonable indication, as determined at the sole discretion of the City, that the work will not be completed within the contract time;
g) Liquidated damages and administrative charges, as determined by the City at its sole discretion;
h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property;
i) Claims filed or reasonable evidence, as determined at the sole discretion of the City, indicating unremedied damage to property owned by the City; or
j) Other amounts authorized under this Agreement.

Whenever the Contractor and/or its surety is required to make a payment under this Agreement, it is expressly understood and agreed that such payment shall be due within thirty (30) days after receipt of an invoice therefor unless expressly stated otherwise herein or otherwise required by law. Payments required by Contractor and/or its surety, which are not timely made, shall accrue interest at a rate of one percent (1%) per month.

28. CHARGES FOR INJURY OR REPAIRS:

a) REPAIRS. The Contractor shall be liable and responsible for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City or the City's Representative will be made and charged to the Contractor by the City. The Contractor shall take the necessary precautions to protect any areas adjacent to its work. The work specified consists of all work, materials and labor required by the City or the City's Representative to repair any damage to the property of the City, including, but not limited to, structures, roadways, curbs, parking areas and sidewalks, to an equal or better condition than before such property was damaged.

b) INJURY. The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, except where incompatible with federal, state, or municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

29. PAYMENT OF EMPLOYEES AND FOR MATERIALS: Wage rates paid on this Project shall not be less than specified in the schedule of general prevailing rates of per diem rates attached hereto as Exhibit "A" and incorporated herein for all intents and purposes. Should the Contractor or any of its subcontractors fail to pay the general prevailing rate to a worker performing work on the Project, the Contractor shall pay to the City SIXTY AND NO/100 DOLLARS ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in this Agreement. The Contractor and each of the subcontractors shall pay each of its employees engaged in work on the Project under this Agreement in full (less mandatory legal deductions), in cash or by check readily cashable, without discount, no less than once every two (2) weeks. The City or City's Representative may, prior to final acceptance of the Project, require the Contractor to execute an affidavit in legal form stating that all bills for labor, materials, and incidentals incurred have been paid in full and that there are no claims pending of which the Contractor has been notified.

30. INSURANCE REQUIREMENTS:

Contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees or subcontractors.

a) Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Contractor's insurance and shall not contribute to it. Further, Contractor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate

certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

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

1. Commercial General Liability
   - General Aggregate: $2,000,000
   - Products & Completed Operations Aggregate: $1,000,000
   - Personal & Advertising Injury: $1,000,000
   - Per Occurrence: $1,000,000
   - Fire Damage: $50,000
   - Coverage shall be broad form CGL.
   - Waiver of subrogation required.
   - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
   - Combined Single Limits: $1,000,000
   - Coverage for "Any Auto"
   - Waiver of subrogation required.
3. Workers' Compensation
   - Statutory Limits
   - Employer's Liability: $500,000
   - Waiver of Subrogation required.

b) The following shall be applicable to all policies of insurance required herein:

1. Insurance carrier must have an A.M. Best Rating of A:VII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as additional insureds to all liability policies.
6. Upon request and without cost to the City, a certified copy of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City and shall be carried in the name of Contractor.
9. The Contractor shall comply with Section 110.110 of Title 28 of the Texas Administrative Code, which is incorporated herein by this reference for all intents and purposes. However, it is expressly understood and agreed that in the event of a conflict between the provisions of this section and the provision contained in Section 110.110 of Title 28 of the Texas Administrative Code, the more stringent shall control.

31. **BONDING:** Both the Contractor and the City agree that the Contractor will execute performance, payment, and maintenance bonds, each in the sum of one hundred percent (100%) of the total payment amount, in standard forms for this purpose, guaranteeing faithful performance of the Agreement, faithful payment to all persons supplying labor and materials or furnishing any equipment in the execution of the Agreement, and faithful performance of any work needed during the warranty period. It is agreed that this Agreement shall not be in effect until such bonds are furnished and approved by the City. The cost of the premium for the bonds has been included in the payment amount.

The bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The bond required herein shall remain in effect throughout the term of this Agreement and for a period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period. If at any time during the execution of this Agreement or in the required period thereafter the bond

becomes invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond, which bond shall assure payment as required. Such replacement bond(s) shall be issued by a surety acceptable to the City.

Changes and alterations in the work herein contemplated, or any part thereof, do not affect the validity of this Agreement and any accompanying bond.

32. **PROJECT UNDER CONTRACTOR'S CONTROL:** Any injury or damage caused to the Contractor or the Project prior to and including the date of final completion caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

33. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal and state laws and City ordinances and Codes applicable to the Contractor's operation under this Agreement. Violations will be corrected at Contractor's expense. The Contractor will pay for all applicable royalties, permits, and license fees and defend all suits and claims of infringements of any rights.

34. **SAFETY PRECAUTIONS:** Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property and the work as may be necessary. The safety of the public and convenience of traffic shall be regarded as prime importance during construction.

a) During normal construction, the Contractor shall not hinder or inconvenience travel of streets or intersecting alleys for more than two blocks at any one time. The Contractor shall use warning signs as necessary and in compliance with the minimum standards set by the latest version of the Texas Manual on Uniform Traffic Control Devices to adequately protect the traffic. If the City or other appropriate entity approves a street closure, the Contractor shall furnish and maintain at each end of the closed section, at all intersecting streets within the section, and in all intersecting streets at a distance of one block on each side of the work, properly worded signs and barricades announcing the closure to the public. The Contractor shall not be allowed to start any operation that will close a street or streets until the required barricades are in place. Barricades and warning signs shall meet the specifications as shown in the plans and/or specifications, and per the latest version of the Texas Manual on Uniform Traffic Control Devices. Warning lights shall be kept burning from sunset to sunrise. When a street is to be closed, the Contractor must notify the City's Public Works Department forty-eight (48) hours in advance of the closure.

b) The Contractor shall remove, as soon as practicable, accumulated rubbish, surplus dirt, etc., from the construction site, thereby opening each block for public use. Use by the public, however, of any portion of a street where work has been done, shall not constitute in itself acceptance of the work done therein. The Contractor shall backfill and shape trenches across street intersections or driveways to permit safe usage at night. If trenches must be left open for any length of time, the Contractor shall span with wooden mats or bridges to permit traffic flow and prevent injury to the public. When driveways are cut, the City may direct the immediate placement of mats for ingress and egress of vehicles if, in the opinion of the City's Representative or City, undue hardship to property owners would otherwise result.

c) The Contractor shall not block ditches, inlets, fire hydrants, etc. The Contractor shall provide temporary drainage where necessary or as directed by the City's Representative or the City.

d) When persons or equipment are working in streets open to moving traffic, or if otherwise ordered by the City's Representative, the Contractor shall furnish flagmen for direction of traffic to protect both the moving traffic and the Contractor's operations. The flagmen shall wear orange, fluorescent vests over their normal work clothes.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure to use safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

35. **RELEASE:** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. The

Contractor assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person (whether third persons, the Contractor, or employees of either of the parties). This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed under this Agreement, whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

36. **INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY 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, DEMANDS, 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, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF THE AGREEMENT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO 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 ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

37. **ABANDONMENT:** In case the Contractor should abandon, fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Contractor fails to comply with the orders of the City or the City's Representative when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the sureties on these bonds shall be notified in

writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor. After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and the Contractor shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

38. **BREACH OF CONTRACT:** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate the Contractor's obligation under this Agreement.

39. **TERMINATION:** If this Agreement is terminated for cause, the City shall have the right, but shall not be obligated, to complete the work either itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site and to exercise all rights, options and privileges of the Contractor under its subcontracts, purchase orders or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to the City. If the City elects to complete the work itself or by others pursuant to the foregoing, then the Contractor will reimburse the City for all costs incurred by the City's Representative, (including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor) in correcting work by the Contractor that fails to meet the requirements of the Contract Documents.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

a) Stop the work on the date and to the extent specified in the notice of termination;
b) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
d) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated, in which case the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
e) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
f) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
g) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the payment amount to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures.

40. **TERMINATION FOR CAUSE:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor five (5) days' prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
b) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
c) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;

d) If within five (5) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Agreement, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Agreement or any other current agreement between the Contractor and another City for similar construction work on other property; or

e) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Agreement or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

41. **TERMINATION FOR CONVENIENCE:** The performance of the work may be terminated at any time, in whole or in part, by the City's Representative for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this Agreement is terminated for cause which is later determined not to exist, the parties agree that the Agreement will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

42. **COMPLETION AFTER ABANDONMENT OR TERMINATION:** In the event that the Contractor has abandoned the Project or the City has terminated the Agreement for cause and where there is no performance bond provided or where there is a surety but such surety, within seven (7) calendar days after the notice demanding completion is sent, fails to commence the completion and diligent prosecution of the work in compliance with this Agreement, then the City may AT ITS OPTION provide for completion of the work in either of the following elective manners:

a) The City may employ such force of men and use such machinery, equipment, tools, materials, and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expense so charged shall be deducted and paid by the City out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this Agreement, if the same had been completed by the Contractor, then said Contractor and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, if the same had been completed by said Contractor, then the Contractor and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the City.

b) The City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In case any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety hereby waives any and all privileges, rights and claims to such excess.

In the event of abandonment by the Contractor, the Contractor shall assign to the City, in the manner and to the extent directed by the City, all of the right, title, and interest of the Contractor in and to any and all materials located on the property and any subcontracts for work to be performed on the property; in which case the City shall have the right to settle or pay all claims arising out of the termination of such orders and subcontracts.

43. **DAMAGES:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor five (5) days' prior written notice, shall be entitled to damages for breach of contract, upon but not limited to, the following occurrences:

a) If the Contractor shall fail to remedy any default after written notice thereof from the City or the City's Representative; or
b) If the Contractor shall fail for any reason other than the failure by the City to make payments called upon when due; or
c) If the Contractor commits a default under any of the terms, provisions, conditions or covenants contained in this Agreement.

44. **INVALIDITY:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with the legal terms and conditions approximating the original intent of the parties.

45. **ENTIRE AGREEMENT:** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. There are no oral understandings, statements, promises or inducements contrary to the terms of this Agreement. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, representative or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46. **AMENDMENT:** No amendments to this Agreement shall be effective and binding until they are reduced to writing and signed by duly authorized representatives of both parties.

47. **TEXAS LAW:** This Agreement has been made under and shall be governed by the laws of the State of Texas.

48. **PLACE OF PERFORMANCE:** The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas. Venue shall lie exclusively in Galveston County, Texas.

49. **NON-WAIVER:** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement or part hereof or the right of the City or the City's Representative thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived the same. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach. Nothing contained in this Agreement or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.

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

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

52. **CONSTRUCTION OF AGREEMENT:** The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

53. **AUTHORITY TO ENTER AGREEMENT:** 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 corporations and/or business entities.

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

55. **ASSIGNMENT:** Contractor may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of the City.

56. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.

57. **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.

58. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement on the 3rd day of June, 2025, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

_____
MORAD KABIRI, City Manager

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN HORNER, City Attorney

PM CONSTRUCTION & REHAB, LLC, A SUBSIDIARY OF PURIS LLC

_____
(Signature)

Thomas Gottsegen
(Printed Name)

CLO/Asst. Sec.
(Title)

PM CONSTRUCTION & REHAB, LLC LIMITED LIABILITY SEAL 1/27/1997 TENNESSEE

STATE OF ~~TEXAS~~ Georgia §
COUNTY OF ~~GALVESTON~~ Henry §

Before me on this day personally appeared Thomas Gottsegen, in his/her capacity as CLO/Asst. Sec. of PM Construction & Rehab, LLC, a subsidiary of PURIS, LLC, on behalf of such business entity,

✓ 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 22 day of May, 2025.

Sara Grogan

Notary Public in and for the State of ~~Texas~~ Georgia

My commission expires: Feb 5, 2028

SARA GROGAN
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires February 5, 2028

"General Decision Number: TX20250062 03/07/2025

Superseded General Decision Number: TX20240062

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025

* SFTX0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.15	24.47

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* SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38 **	
Cement mason/concrete finisher	$ 11.37 **	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35 **	1.17
IRONWORKER, REINFORCING	$ 11.29 **	
Laborers:		
Common	$ 10.70 **	
Landscape	$ 7.35 **	
Mason Tender Cement	$ 9.96 **	
Pipelayer	$ 10.07 **	
PIPEFITTER	$ 17.00 **	0.04
Power equipment operators:		
Excavator	$ 16.74 **	
Backhoe	$ 13.25 **	
Bulldozer	$ 14.00 **	
Crane	$ 14.91 **	0.58
Front End Loader	$ 11.75 **	0.92
Grader	$ 12.20 **	1.48
Tractor	$ 12.38 **	1.51
TRUCK DRIVER	$ 12.28 **	0.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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EXTENSION No. 4 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Puris LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Trenchless Pipeline Rehabilitation Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 6/3/2024

Signed for: **Puris LLC**

DocuSigned by:
0DBB8EE87B1E4BB...

Printed Name: ~~Harry Mason~~ Justin Mouton
Title: Business Development Manager
Date: 5/29/2024

DocuSign Envelope ID: 6BF8C78F-FAA5-4D05-B636-178EB1724618

AMENDMENT No. 3 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
PURIS LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2024 Midnight CT.

Acknowledges that, on March 16, 2022, PURIS LLC f/k/a Inland Pipe Rehabilitation LLC, purchased the stock of Granite Inliner, LLC from Granite Corporation, and following the acquisition, Granite Inliner, LLC was renamed Inliner Solutions, LLC. Nothing else about the entity changed. PURIS LLC is the parent company of both Inliner Solutions, LLC and IPR Southeast, LLC. Each of those entities is a wholly-owned subsidiary of PURIS LLC.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 8/25/2023

Signed for: **PURIS LLC**

DocuSigned by:
Harry Mason
B563A700FC1E49D...

Printed Name & Title: Harry Mason Director- BD

Date: 8/18/2023

DocuSign Envelope ID: 6BF8C78F-FAA5-4D05-B636-178EB1724618

HOUSTON-GALVESTON AREA COUNCIL
PROCUREMENT AND CONTRACTS
PROGRAM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? [X] YES [ ] NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts " without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

[X] The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

[ ] The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR _____

VENDOR ID NO./FEDERAL EMPLOYER ID NO. _____

DocuSigned by:
Harry Mason
B563A700FC1E49D...
Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Harry Mason
Date

Director BD
Title of Authorized Representative

DocuSign Envelope ID: 6BF8C78F-FAA5-4D05-B636-178EB1724618

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, "provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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AMENDMENT No. 2 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
PM Construction & Rehab, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director
7/6/2022
Date: _____

Signed for: **PM Construction & Rehab, LLC**

DocuSigned by:
A52451D995DB4C9...
Bac Ong Sr GM
7/5/2022
Date: _____

Printed Name & Title:

DocuSign Envelope ID: 26853C8E-9088-413A-B802-5E747FEEF0D0

AMENDMENT No. 1 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
PM Construction & Rehab, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 6/3/2021

Signed for: **PM Construction & Rehab, LLC**

DocuSigned by:
A52451D995DB4C9...

Printed Name & Title: Bac Ong Sr GM

Date: 6/2/2021

DocuSign Envelope ID: A9EBEA5E-ACD3-439B-8[illegible]91A2AB79F9D5

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and PM Construction & Rehab, LLC, hereinafter referred to as the Contractor, having its principal place of business at 131 N. Richey, Pasadena, TX 77506.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING
Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS
The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

PM Construction & Rehab, LLC

Signature A52451D995DB4C9...

Name Bac Ong

Title Sr GM

Date 6/18/2018

H-GAC

DocuSigned by:

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
PM Construction & Rehab, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-18

Item #	Unit	Pay Item Descrition	Unit Price
SECTION - A		**Clean/TV & Evaluation for Gravity Pipelines:**	
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	$ 4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	$ 6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	$ 8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	$ 12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	$ 14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	$ 22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	$ 35.00
A8	LF	Sewer Main Television Insepction (96" through 108" Diameter)	$ 40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	$ 4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	$ 6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	$ 8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	$ 12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	$ 14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	$ 22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	$ 35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	$ 40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	$ 6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	$ 8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	$ 25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	$ 35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	$ 38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	$ 55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	$ 80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	$ 110.00
A25	LF	6" Clean and TV storm sewer	$ 5.52
A26	LF	8" Clean and TV storm sewer	$ 5.52
A27	LF	10" Clean and TV storm sewer	$ 6.90
A28	LF	12" Clean and TV storm sewer	$ 6.90
A29	LF	15" Clean and TV storm sewer	$ 9.66
A30	LF	18" Clean and TV storm sewer	$ 13.80
A31	LF	21" Clean and TV storm sewer	$ 16.56
A32	LF	24" Clean and TV storm sewer	$ 19.32
A33	LF	27" Clean and TV storm sewer	$ 20.70
A34	LF	30" Clean and TV storm sewer	$ 27.60
A35	LF	33" Clean and TV storm sewer	$ 34.50
A36	LF	36" Clean and TV storm sewer	$ 41.40
A37	LF	42" Clean and TV storm sewer	$ 55.20
A38	LF	48" Clean and TV storm sewer	$ 69.00
A39	LF	54" Clean and TV storm sewer	$ 82.80
A40	LF	60" Clean and TV storm sewer	$ 100.00
A41	LF	66" Clean and TV storm sewer	$ 115.00
A42	LF	72" Clean and TV storm sewer	$ 130.00
A43	LF	78" Clean and TV storm sewer	$ 145.00
A44	LF	84" Clean and TV storm sewer	$ 160.00
A45	LF	90" Clean and TV storm sewer	$ 175.00
A46	LF	96" Clean and TV storm sewer	$ 190.00
A47	LF	102" Clean and TV storm sewer	$ 205.00
A48	LF	108" Clean and TV storm sewer	$ 220.00
A49	LF	114" Clean and TV storm sewer	$ 235.00
A50	LF	Greater than 114" Clean and TV storm sewer	$ 250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	$ 5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	$ 5.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	$ 9.00
A54	LF	37"- 42" Post TV Inspection After Rehabilitation	$ 12.00
A55	LF	43"- 48" Post TV Inspection After Rehabilitation	$ 22.00
A56	LF	49"- 54" Post TV Inspection After Rehabilitation	$ 32.00
A57	LF	55"- 60" Post TV Inspection After Rehabilitation	$ 42.00
A58	LF	61"- 72" Post TV Inspection After Rehabilitation	$ 52.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	$ 62.00

A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	$ 4,312.00
A61	HR	Major Lift Station Cleaning - Additional Hours	$ 1,078.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	$ 1,150.00
A63	HR	Minor Lift Station Cleaning - Additional Hours	$ 287.50
A64	HR	Vactor Truck Services	$ 500.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	$ 90.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	$ 350.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	$ 300.00
A68	LF	Mechanical Root removal	$ 8.00
A69	LF	Grease removal	$ 3.22
A70	EA	Other Remote Obstruction removal (max. 5 lf)	$ 690.00
A71	LF	Smoke Testing	$ 1.84
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	$ 184.00
A73	EA	GPS Survey of Manholes & Cleanouts	$ 400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	$ 250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	$ 500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	$ 1,000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	$ 322.00

SECTION - B **Centrifugally Cast Pipe Rehabilitation for Sewer Lines:**

B1	LF	30" STORM PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 450.00
B2	LF	36" STORM PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 320.00
B3	LF	42" STORM PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 350.00
B4	LF	48" STORM PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 405.00
B5	LF	54" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 475.00
B6	LF	60” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 575.00
B7	LF	66” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 715.00
B8	LF	72” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 850.00
B9	LF	78” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 925.00
B10	LF	84” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,075.00
B11	LF	90” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,200.00
B12	LF	96” STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,500.00
B13	LF	102" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,800.00
B14	LF	108" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 2,300.00
B15	LF	Greater than 108" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 2,700.00
B16	LF	30" SANITARY PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 450.00
B17	LF	36" SANITARY PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 320.00
B18	LF	42" SANITARY PIPE - ECOCAST REHABILITATION - 1." Thickness	$ 350.00
B19	LF	48" SANITARY PIPE - ECOCAST REHABILITATION - 1" Thickness	$ 405.00
B20	LF	54" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 475.00
B21	LF	60” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 575.00
B22	LF	66” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 715.00
B23	LF	72” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 850.00
B24	LF	78” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 925.00
B25	LF	84” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,075.00
B26	LF	90” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,200.00
B27	LF	96” SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,500.00
B28	LF	102" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 1,800.00
B29	LF	108" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 2,300.00
B30	LF	Greater than 108" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	$ 2,700.00
B31	LF	EACH ADDITIONAL .5" Thickness	$ 115.00
B32	GAL	AMS APPLICATION	$ 290.00
B33	CY	CHANNEL EXCAVATION	$ 50.00
B34	CY	DEBRIS REMOVAL	$ 65.00
B35	AC	CLEARING AND GRUBBING	$ 4,500.00
B36	EACH	TREE REMOVAL (6” – 12”)	$ 1,500.00
B37	EACH	TREE REMOVAL (13” – 23”)	$ 3,000.00
B38	EACH	TREE REMOVAL (> 24”)	$ 5,000.00
B39	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	$ 1,200.00
B40	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	$ 250.00

SECTION - C **Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines:**

C1	LF	6" x 4.5mm	$ 40.00
C2	LF	8" x 6.0mm	$ 45.00
C3	LF	10" x 6.0mm	$ 55.00
C4	LF	12" x 6.0mm	$ 65.00
C5	LF	15" x 7.5mm	$ 80.00
C6	LF	18" x 9.0mm	$ 95.00
C7	LF	21" x 9.0mm	$ 110.00
C8	LF	24" x 10.5mm	$ 140.00
C9	LF	27" x 10.5mm	$ 160.00
C10	LF	30" x 12.0mm	$ 185.00
C11	LF	33" x 12.0mm	$ 225.00
C12	LF	36" x 12.0mm	$ 250.00
C13	LF	42" x 13.5mm	$ 275.00
C14	LF	48" x 15.0mm	$ 450.00
C15	LF	54" x 18.0mm	$ 575.00
C16	LF	60" x 22.5mm	$ 675.00
C17	LF	6" & 8" Additional 1.5mm	$ 3.00
C18	LF	10" & 12" Additional 1.5mm	$ 6.00
C19	LF	15" & 18" Additional 1.5mm	$ 16.00
C20	LF	21" & 24" Additional 1.5mm	$ 28.00
C21	LF	27" Additional 1.5mm	$ 32.00
C22	LF	30" Additional 1.5mm	$ 38.00
C23	EA	33" Additional 1.5mm	$ 42.00
C24	EA	36" Additional 1.5mm	$ 50.00
C25	EA	42" Additional 1.5mm	$ 55.00
C26	EA	48" Additional 1.5mm	$ 62.00
C27	EA	54" Additional 1.5mm	$ 70.00
C28	EA	60" Additional 1.5mm	$ 85.00
C29	EA	Internal reconnects on Cured-in-place pipe	$ 276.00
C30	LF	4"-6" Installation and cure of lateral liner from main <12" dia.	$ 4,600.00
C31	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	$ 5,980.00
C32	EA	4"-6" Set-up for installations of <20 each total	$ 4,600.00
C33	EA	4"-6" Set-up for installations of 20-50 each total	$ 3,220.00
C34	EA	4"-6" Set-up for installations of 51-150 each total	$ 1,840.00
C35	EA	6" - 12" CIPP Setup Charge (< 300 LF)	$ 3,500.00
C36	EA	15" - 21" CIPP Setup Charge (< 300 LF)	$ 6,000.00
C37	EA	24" - 36" CIPP Setup Charge (< 300 LF)	$ 8,500.00
C38	EA	36" or Larger CIPP Setup Charge (< 300 LF)	$ 12,500.00
C39	EA	Backyard Easement Setup (6" - 10")	$ 2,500.00
C40	EA	Backyard Easement Setup (12" - 18")	$ 3,500.00
C41	SY	Timber Matting for Large Diameter Setup	$ 75.00

Note: Any CIPP over 60" will be on an individual quote basis.

SECTION - D **Pipe Bursting Rehabilitation for Sewer Lines:**

D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	$ 48.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	$ 52.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	$ 58.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	$ 54.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	$ 57.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	$ 60.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	$ 62.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	$ 67.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	$ 71.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	$ 69.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	$ 73.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	$ 80.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	$ 78.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	$ 84.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	$ 98.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	$ 100.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	$ 110.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	$ 130.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	$ 135.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	$ 140.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	$ 155.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	$ 165.00

D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	$ 175.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	$ 185.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	$ 190.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	$ 200.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	$ 230.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	$ 245.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	$ 255.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	$ 275.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	$ 5,000.00
D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	$ 10,000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	$ 20,000.00

deeper than
16' will be on an indiviual quote basis.

SECTION - E **Pipe Bursting Rehabilitation for Water Lines:**

E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 75.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 95.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 115.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 125.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	$ 155.00
E7	EA	6" Flow Stop	$ 5,312.50
E8	EA	8" Flow Stop	$ 6,656.25
E9	EA	10" Flow Stop	$ 7,687.50
E10	EA	12" Flow Stop	$ 9,031.25
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	$ 806.25
E12	EA	1" Service Tap, Install on 4"-8" Waterline	$ 868.75
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	$ 1,218.75
E14	EA	2" Service Tap, Install on 4"-8" Waterline	$ 1,875.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	$ 856.25
E16	EA	1" Service Tap, Install on 10"-12" Waterline	$ 900.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	$ 1,243.75
E18	EA	2" Service Tap, Install on 10"-12" Waterline	$ 2,000.00
E19	EA	Install 4"-8" tee, to any size	$ 3,240.00
E20	EA	Install 10"-12" tee, to any size	$ 4,522.50
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	$ 2,403.00
E22	EA	Install 10"-12" wet connection, to any size	$ 5,670.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	$ 270.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	$ 540.00
E25	CY	Annual and void space grouting	$ 151.20
E26	EA	Install 1" Corporation Stop with Valve Box	$ 400.00
E27	EA	Install 2" Corporation Stop with Valve Box	$ 700.00
E28	EA	Install 4" gate valve & box	$ 600.00
E29	EA	Install 6" gate valve & box	$ 800.00
E30	EA	Install 8" gate valve & box	$ 1,200.00
E31	EA	Install 12" gate valve & box	$ 2,200.00
E32	EA	Install 8"x2" service saddle	$ 900.00
E33	EA	Install 12"x1" service saddle	$ 1,200.00
E34	EA	Install 12"x2" service saddle	$ 1,300.00
E35	EA	Connect new 1" water line w/existing 1" water line	$ 300.00
E36	EA	Connect new 2" water line w/existing 2" water line	$ 500.00
E37	EA	Connect new 4" water line w/existing 4" water line	$ 600.00
E38	EA	Connect new 6" water line w/existing 6" water line	$ 700.00
E39	EA	Connect new 8" water line w/existing 8" water line	$ 800.00
E40	EA	Connect new 12" water line w/existing 12" water line	$ 1,000.00
E41	EA	Install 3/4 inch service connections	$ 525.00
E42	EA	Remove and dispose of existing fire hydrant	$ 500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	$ 2,600.00
E44	TON	Repair pavement with cold mix asphalt	$ 100.00

E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	$ 535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	$ 625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	$ 4,100.00

SECTION - F **Sliplining With HDPE or FRP Rehabilitation:**

F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	$ 46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	$ 50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	$ 55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	$ 46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	$ 50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	$ 55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	$ 50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	$ 55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	$ 59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	$ 59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	$ 64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	$ 69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	$ 69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	$ 78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	$ 92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	$ 82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	$ 92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	$ 110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	$ 110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	$ 119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	$ 133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	$ 128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	$ 138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	$ 151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 322.00
F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	$ 920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	$ 303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	$ 331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	$ 386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	$ 441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	$ 607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	$ 662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	$ 883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	$ 1,104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	$ 920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	$ 1,840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	$ 1,840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	$ 1,840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	$ 1,840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	$ 1,840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	$ 1,840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	$ 1,840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	$ 60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	$ 5,000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	$ 92.00

SECTION - G **Manhole and Structure Rehabilitation:**

G1	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch cementitious	$ 125.00
G2	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	$ 35.00

G3	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	$ 400.00
G4	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	$ 80.00
G5	VF	Manhole Rehabilitation - w/1 inch Geopolymer	$ 400.00
G6	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	$ 145.00
G7	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	$ 1,800.00
G8	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	$ 400.00
G9	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	$ 90.00
G10	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	$ 90.00
G11	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	$ 90.00
G12	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	$ 90.00
G13	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	$ 90.00
G14	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	$ 90.00
G15	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	$ 1,380.00
G16	EA	All Sizes Installation of Manhole Chimney Seal	$ 552.00
G17	EA	New manhole frame and cover-24"	$ 850.00
G18	EA	New manhole frame and cover-32"	$ 1,500.00
G19	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	$ 1,200.00
G20	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	$ 1,600.00
G21	EA	Adjust manhole frame and cover up to 1 Ft	$ 950.00
G22	VF	Adjust manhole frame and cover over 1 Ft	$ 500.00
G23	EACH	INVERT INSTALLATION, 4' DIAMETER	$ 250.00
G24	EACH	INVERT INSTALLATION, 5' DIAMETER	$ 400.00
G25	EACH	INVERT INSTALLATION, 6' DIAMETER	$ 750.00
G26	SF	INVERT INSTALLATION, OTHER CONFIGURATIONS	$ 85.00

SECTION - H **Excavation and Additional Items:**

H1	EA	6" - 8" Point repair (0'- 8' deep) up to 12 LF	$ 4,500.00
H2	EA	6" - 8" Point repair (8'- 12' deep) up to 12 LF	$ 5,500.00
H3	EA	6" - 8" Point repair (12'-16' deep) up to 12 LF	$ 7,000.00
H4	EA	10" - 12" Point repair (0'- 8' deep) up to 12 LF	$ 5,500.00
H5	EA	10" - 12" Point repair (8'- 12' deep) up to 12 LF	$ 7,000.00
H6	EA	10" - 12" Point repair (12'-16' deep) up to 12 LF	$ 9,500.00
H7	EA	15" - 18" Point repair (0'-8' deep) up to 12 LF	$ 7,000.00
H8	EA	15" - 18" Point repair (8'-12' deep) up to 12 LF	$ 10,000.00
H9	EA	15" - 18" Point repair (12'-16' deep) up to 12 LF	$ 12,500.00
H10	EA	21" - 24" Point repair (0'-8' deep) up to 12 LF	$ 10,000.00
H11	EA	21" - 24" Point repair (8'-12' deep) up to 12 LF	$ 12,500.00
H12	EA	21" - 24" Point repair (12'-16' deep) up to 12 LF	$ 15,000.00
H13	LF	4" Open Cut (0'-8' deep)	$ 50.00
H14	LF	4" Open Cut (8'-12' deep)	$ 55.00
H15	LF	4" Open Cut (12'-16' deep)	$ 65.00
H16	LF	6" Open Cut (0'-8' deep)	$ 60.00
H17	LF	6" Open Cut (8'-12' deep)	$ 65.00
H18	LF	6" Open Cut (12'-16' deep)	$ 75.00
H19	LF	8" Open Cut (0'-8' deep)	$ 75.00
H20	LF	8" Open Cut (8'-12' deep)	$ 80.00
H21	LF	8" Open Cut (12'-16' deep)	$ 90.00
H22	LF	10" Open Cut (0'-8' deep)	$ 85.00
H23	LF	10" Open Cut (8'-12' deep)	$ 90.00
H24	LF	10" Open Cut (12'-16' deep)	$ 100.00
H25	LF	12" Open Cut (0'-8' deep)	$ 100.00
H26	LF	12" Open Cut (8'-12' deep)	$ 110.00
H27	LF	12" Open Cut (12'-16' deep)	$ 130.00

H28	LF	15" Open Cut (0'-8' deep)	$ 125.00
H29	LF	15" Open Cut (8'-12' deep)	$ 140.00
H30	LF	15" Open Cut (12'-16' deep)	$ 160.00
H31	LF	18" Open Cut (0'-8' deep)	$ 155.00
H32	LF	18" Open Cut (8'-12' deep)	$ 175.00
H33	LF	18" Open Cut (12'-16' deep)	$ 195.00
H34	LF	21" Open Cut (0'-8' deep)	$ 190.00
H35	LF	21" Open Cut (8'-12' deep)	$ 220.00
H36	LF	21" Open Cut (12'-16' deep)	$ 250.00
H37	LF	24" Open Cut (0'-8' deep)	$ 240.00
H38	LF	24" Open Cut (8'-12' deep)	$ 270.00
H39	LF	24" Open Cut (12'-16' deep)	$ 300.00
H40	LF	30" Open Cut (0'-8' deep)	$ 310.00
H41	LF	30" Open Cut (8'-12' deep)	$ 360.00
H42	LF	30" Open Cut (12'-16' deep)	$ 400.00
H43	LF	36" Open Cut (0'-8' deep)	$ 380.00
H44	LF	36" Open Cut (8'-12' deep)	$ 420.00
H45	LF	36" Open Cut (12'-16' deep)	$ 450.00
H46	LF	42" Open Cut (0'-8' deep)	$ 450.00
H47	LF	42" Open Cut (8'-12' deep)	$ 490.00
H48	LF	42" Open Cut (12'-16' deep)	$ 600.00
H49	EA	Remove and replace or install cleanout	$ 1,840.00
H50	EA	Pipe Seal Fix (8" Diameter)	$ 3,500.00
H51	EA	Pipe Seal Fix (10" Diameter)	$ 3,640.00
H52	EA	Pipe Seal Fix (12" Diameter)	$ 3,780.00
H53	EA	Pipe Seal Fix (15" Diameter)	$ 4,060.00
H54	EA	Pipe Seal Fix (18" Diameter)	$ 4,340.00
H55	EA	Pipe Seal Fix (21" Diameter)	$ 4,760.00
H56	EA	Pipe Seal Fix (24" Diameter)	$ 5,320.00
H57	EA	Access Pit (0'-8' deep)	$ 2,500.00
H58	EA	Access Pit (8'-12' deep)	$ 2,750.00
H59	EA	Access Pit (12'-16' deep)	$ 4,500.00
H60	EA	Access Pit (16'-20' deep)	$ 8,000.00
H61	EA	Access Pit (over 20' deep)	$ 19,000.00
H62	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	$ 690.00
H63	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	$ 1,104.00
H64	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	$ 1,472.00
H65	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	$ 2,200.00
H66	LF	Trench safety (0-8' deep)	$ 5.00
H67	LF	Trench safety (8-12' deep)	$ 8.00
H68	LF	Trench safety (12-16' deep)	$ 20.00
H69	LF	Trench safety (16-20' deep)	$ 35.00
H70	LF	Trench safety over 20' deep)	$ 100.00
H71	EA	Install New 4' DIA precast manhole 0' - 6' deep	$ 4,500.00
H72	VF	Extra depth 4' DIA precast manhole over 6' deep	$ 650.00
H73	EA	Install New 5' DIA precast manhole 0' - 6' deep	$ 6,250.00
H74	VF	Extra depth 5' DIA precast manhole over 6' deep	$ 1,100.00
H75	EA	Install New 6' DIA precast manhole 0' - 6' deep	$ 10,500.00
H76	VF	Extra depth 6' DIA precast manhole over 6' deep	$ 1,350.00
H77	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	$ 4,500.00
H78	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	$ 650.00
H79	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	$ 6,250.00
H80	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	$ 1,100.00
H81	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	$ 10,500.00
H82	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	$ 1,350.00
H83	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	$ 5,000.00
H84	VF	Extra Depth Type B Structure, greater than 6' depth	$ 500.00
H85	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	$ 6,500.00
H86	VF	Extra Depth Type C Structure, greater than 6' depth	$ 500.00
H87	Ton	Cement stabilized sand	$ 45.00
H88	Ton	Granular backfill/Crushed Rock	$ 35.00
H89	CY	Flowable Fill	$ 140.00
H90	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	$ 7,500.00

H91	LF	Extra length dewatering over 20 linear feet	$ 100.00
H92	DAY	Operation Maintain Well Points by the Day	$ 300.00
H93	CY	Extra hand excavation	$ 100.00

Note: Any point repair above 24" or digging item deeper then 20' is on an individual quote basis.

SECTION - I **Horizontal Directional Drilling (HDD):**

I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	$ 38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	$ 38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	$ 45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	$ 46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	$ 5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	$ 43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	$ 43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	$ 48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	$ 59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	$ 8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	$ 46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	$ 46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	$ 50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	$ 70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	$ 13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	$ 160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	$ 160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	$ 208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	$ 225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	$ 26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	$ 187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	$ 187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	$ 255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	$ 312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	$ 31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	$ 1,106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	$ 1,666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	$ 2,962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	$ 5,556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	$ 3,625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	$ 3,625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	$ 3,625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	$ 3,625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	$ 3,625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	$ 3,625.00

Note: Pipe cost excluded from above prices. Pipe prices to be on an individual quote basis per LF once pipe material is specified by Cooperative Member.

SECTION - J **Bypass Pumping for Gravity Pipe and Associated Items:**

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	$ 2,400.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	$ 4,800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	$ 11,000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	$ 17,400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	$ 27,000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	$ 36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	$ 48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	$ 88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	$ 132.00
J10	DAY	Operate 4" pumping System per pump	$ 500.00
J11	DAY	Operate 6" pumping System per pump	$ 2,880.00
J12	DAY	Operate 8" pumping System per pump	$ 5,640.00
J13	DAY	Operate 12" pumping System per pump	$ 8,840.00
J14	DAY	Operate 18" pumping System per pump	$ 17,760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	$ 3,000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	$ 3,000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	$ 92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	$ 92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	$ 92.00

SECTION - K **Pressure Pipe Lining and Reinforced Pressure Pipe Lining System:**

Potable Pressure Pipelines

K1	LF	6" Installation of Pressure Pipe Lining	$ 360.00
K2	LF	8" Installation of Pressure Pipe Lining	$ 405.00
K3	LF	10" Installation of Pressure Pipe Lining	$ 465.00
K4	LF	12" Installation of Pressure Pipe Lining	$ 516.00
K5	LF	15" Installation of Pressure Pipe Lining	$ 585.00
K6	LF	18" Installation of Pressure Pipe Lining	$ 705.00
K7	LF	21" Installation of Pressure Pipe Lining	$ 786.00
K8	LF	24" Installation of Pressure Pipe Lining	$ 879.00
K9	LF	27" Installation of Pressure Pipe Lining	$ 960.00
K10	LF	30" Installation of Pressure Pipe Lining	$ 1,185.00
K11	LF	33" Installation of Pressure Pipe Lining	$ 1,380.00
K12	LF	36" Installation of Pressure Pipe Lining	$ 1,518.00
K13	LF	39" Installation of Pressure Pipe Lining	$ 1,746.00
K14	LF	42" Installation of Pressure Pipe Lining	$ 2,070.00
K15	LF	48" Installation of Pressure Pipe Lining	$ 2,760.00
K16	LF	54" Installation of Pressure Pipe Lining	$ 3,300.00

Non-Potable Pressure Pipelines

K17	LF	6" Reinforced Pressure Pipe Lining	$ 270.00
K18	LF	8" Reinforced Pressure Pipe Lining	$ 330.00
K19	LF	10" Reinforced Pressure Pipe Lining	$ 390.00
K20	LF	12" Reinforced Pressure Pipe Lining	$ 450.00
K21	LF	15" Reinforced Pressure Pipe Lining	$ 510.00
K22	LF	18" Reinforced Pressure Pipe Lining	$ 630.00
K23	LF	21" Reinforced Pressure Pipe Lining	$ 696.00
K24	LF	24" Reinforced Pressure Pipe Lining	$ 855.00
K25	LF	27" Reinforced Pressure Pipe Lining	$ 960.00
K26	LF	30" Reinforced Pressure Pipe Lining	$ 1,095.00
K27	LF	33" Reinforced Pressure Pipe Lining	$ 1,290.00
K28	LF	36" Reinforced Pressure Pipe Lining	$ 1,518.00
K29	LF	39" Reinforced Pressure Pipe Lining	$ 1,665.00
K30	LF	42" Reinforced Pressure Pipe Lining	$ 2,010.00

K31	LF	48" Reinforced Pressure Pipe Lining	$ 2,700.00
K32	LF	54" Reinforced Pressure Pipe Lining	$ 3,000.00
K33	EA	6" Installation of End Seal	$ 4,140.00
K34	EA	8" Installation of End Seal	$ 4,140.00
K35	EA	10" Installation of End Seal	$ 4,140.00
K36	EA	12" Installation of End Seal	$ 4,140.00
K37	EA	15" Installation of End Seal	$ 5,520.00
K38	EA	18" Installation of End Seal	$ 6,900.00
K39	EA	21" Installation of End Seal	$ 6,900.00
K40	EA	24" Installation of End Seal	$ 8,280.00
K41	EA	27" Installation of End Seal	$ 8,280.00
K42	EA	30" Installation of End Seal	$ 8,280.00
K43	EA	33" Installation of End Seal	$ 9,660.00
K44	EA	36" Installation of End Seal	$ 9,660.00
K45	EA	39" Installation of End Seal	$ 11,040.00
K46	EA	42" Installation of End Seal	$ 11,040.00
K47	EA	48" Installation of End Seal	$ 13,800.00
K48	EA	54" Installation of End Seal	$ 13,800.00
K49	EA	6"to 12" System set-up charge (<150 lf)	$ 4,140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	$ 4,140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	$ 4,140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	$ 4,140.00

SECTION - L **Pressure Pipeline Bypass:**

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	$ 110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	$ 1,269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	$ 2,760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	$ 138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	$ 1,407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	$ 3,312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	$ 165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	$ 1,725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	$ 5,520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	$ 414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	$ 1,794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	$ 6,900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	$ 552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	$ 2,760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	$ 6,900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	$ 966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	$ 2,760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	$ 8,280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	$ 1,242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	$ 2,760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	$ 8,280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	$ 1,656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	$ 2,760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	$ 8,280.00

SECTION - M **Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning:**

M1	LF	6" Cleaning with pressure propelled pigs	$ 27.60
M2	LF	8" Cleaning with pressure propelled pigs	$ 27.60
M3	LF	10" Cleaning with pressure propelled pigs	$ 27.60
M4	LF	12" Cleaning with pressure propelled pigs	$ 27.60
M5	LF	15" Cleaning with pressure propelled pigs	$ 41.40
M6	LF	18" Cleaning with pressure propelled pigs	$ 41.40
M7	LF	21" Cleaning with pressure propelled pigs	$ 41.40
M8	LF	24" Cleaning with pressure propelled pigs	$ 55.20
M9	LF	27" Cleaning with pressure propelled pigs	$ 55.20
M10	LF	30" Cleaning with pressure propelled pigs	$ 55.20
M11	LF	33" Cleaning with pressure propelled pigs	$ 55.20
M12	LF	36" Cleaning with pressure propelled pigs	$ 110.40
M13	LF	42" Cleaning with pressure propelled pigs	$ 110.40
M14	LF	48" Cleaning with pressure propelled pigs	$ 110.40
M15	LF	54" Cleaning with pressure propelled pigs	$ 110.40
M16	LF	6" Cleaning with scrapers or other attached tools	$ 41.40

M17	LF	8" Cleaning with scrapers or other attached tools	$ 41.40
M18	LF	10" Cleaning with scrapers or other attached tools	$ 41.40
M19	LF	12" Cleaning with scrapers or other attached tools	$ 41.40
M20	LF	15" Cleaning with scrapers or other attached tools	$ 55.20
M21	LF	18" Cleaning with scrapers or other attached tools	$ 55.20
M22	LF	21" Cleaning with scrapers or other attached tools	$ 55.20
M23	LF	24" Cleaning with scrapers or other attached tools	$ 69.00
M24	LF	27" Cleaning with scrapers or other attached tools	$ 69.00
M25	LF	30" Cleaning with scrapers or other attached tools	$ 69.00
M26	LF	33" Cleaning with scrapers or other attached tools	$ 96.60
M27	LF	36" Cleaning with scrapers or other attached tools	$ 96.60
M28	LF	42" Cleaning with scrapers or other attached tools	$ 110.40
M29	LF	48" Cleaning with scrapers or other attached tools	$ 138.00
M30	LF	54" Cleaning with scrapers or other attached tools	$ 165.60
M31	LF	6" Pressure pipe inspection	$ 11.04
M32	LF	8" Pressure pipe inspection	$ 11.04
M33	LF	10" Pressure pipe inspection	$ 13.80
M34	LF	12" Pressure pipe inspection	$ 13.80
M35	LF	15" Pressure pipe inspection	$ 13.80
M36	LF	18" Pressure pipe inspection	$ 19.32
M37	LF	21" Pressure pipe inspection	$ 19.32
M38	LF	24" Pressure pipe inspection	$ 19.32
M39	LF	27" Pressure pipe inspection	$ 19.32
M40	LF	30" Pressure pipe inspection	$ 19.32
M41	LF	33" Pressure pipe inspection	$ 19.32
M42	LF	36" Pressure pipe inspection	$ 22.08
M43	LF	42" Pressure pipe inspection	$ 22.08
M44	LF	48" Pressure pipe inspection	$ 27.60
M45	LF	54" Pressure pipe inspection	$ 41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	$ 40.00

SECTION - N **Restoration and Additional Items:**

N1	LF	Saw Cutting up to 8" depth	$ 4.00
N2	LF	Saw Cutting over 8" depth	$ 10.00
N3	SY	Repair/Rehab 2" Asphalt pavement	$ 46.00
N4	SY	Repair/Rehab 8" Flex base	$ 36.80
N5	SY	Repair/Rehab 8" Concrete pavement	$ 110.40
N6	SY	Repair/Rehab 6" Concrete driveway	$ 80.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	$ 65.00
N8	LF	Repair/Rehab Concrete curb and gutter	$ 32.20
N9	SY	Sodding	$ 9.20
N10	LF	Repair/Rehab chain link fence with new	$ 36.80
N11	LF	Repair/Rehab wooden fence with new	$ 36.80
N12	CY	TOPSOIL COMPLETE	$ 35.00
N13	CY	SANDING COMPLETE	$ 22.00
N14	CY	MULCH COMPLETE	$ 30.00
N15	LF	STRAW BALE BARRIER	$ 20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2”	$ 200.00
N17	EACH	TREE REPLACEMENT: PINES, 2”	$ 300.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	$ 40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	$ 63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	$ 82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	$ 122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	$ 100.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	$ 105.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	$ 60.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	$ 95.00
N26	LF	SILT FENCE TYPE A, COMPLETE	$ 12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	$ 8.00
N28	LF	ORANGE BARRIER FENCE	$ 6.00
N29	EACH	HAY BALES COMPLETE	$ 160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	$ 10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	$ 125.00

SECTION - O **Additional Labor Rates and Traffic Control:**

O1	HR	SUPERINTENDENT - REGULAR	$ 35.00

O2	HR	FOREMAN - REGULAR	$ 30.00
O3	HR	LABORER - REGULAR	$ 20.00
O4	HR	TRUCK DRIVER - REGULAR	$ 24.00
O5	HR	UTILITY - REGULAR	$ 20.00
O6	HR	SUPERINTENDENT - OVER TIME	$ 65.00
O7	HR	FOREMAN - OVER TIME	$ 60.00
O8	HR	LABORER - OVER TIME	$ 32.00
O9	HR	TRUCK DRIVER - OVER TIME	$ 42.00
O10	HR	UTILITY - OVERTIME	$ 40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	$ 3,500.00
O12	EA	Traffic Control Plan (per setup)	$ 2,500.00
O13	HR	Flagmen	$ 40.00
O14	HR	Uniformed Officers	$ 65.00
O15	EA	SWPPP	$ 2,500.00

SECTION - P **Crew Travel & Mobilization:**

P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	$ 15,000.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	$ 15,000.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	$ 15,000.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	$ 12,000.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	$ 10,000.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	$ 10,000.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	$ 10,000.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	$ 10,000.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	$ 10,000.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	$ 7,500.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	$ 15,000.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	$ 10,000.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	$ 5,000.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	$ 10,000.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	$ 10,000.00
P16	EA	Travel and Mobilization - Oklahoma	$ 20,000.00
P17	EA	Travel and Mobilization - Louisiana	$ 15,000.00
P18	EA	Travel and Mobilization - Colorado	$ 20,000.00
P19	EA	Travel and Mobilization - Arkansas	$ 20,000.00
P20	EA	Travel and Mobilization - Missouri	$ 20,000.00
P21	EA	Travel and Mobilization - Kansas	$ 20,000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	$ 15,000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	$ 25,000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	$ 20,000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	$ 15,000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	$ 10,000.00

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/29/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider the election of a Vice Mayor Pro Tem.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to elect a Vice Mayor Pro Tem to serve from June 13, 2025, through June 17, 2025. The Vice Mayor Pro Tem shall act as Mayor during the disability or absence of both the Mayor and the Mayor Pro Tem and in this capacity shall have the rights and duties conferred upon the Mayor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The appointment of the Vice Mayor Pro Tem provides for a Councilmember to support the Mayor and Mayor Pro Tem in their duties and obligations and to act in their absence. This may include the need for the Vice Mayor Pro Tem to relocate to the City of Bryan in the event that the City activates that location as a back-up communications/emergency management site.

RECOMMENDATIONS

Elect a Vice Mayor Pro Tem.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 01/06/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment IX" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

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 the 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 ninth set for fiscal year 2024-2025.

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. IX
2. FY25 BA IX Exhibit A 2025-06-02 v3
3. FY25 BA IX Exhibit B 2025-06-02 v3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT IX" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, by Ordinance No. 2024-25, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2024-25"; 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 2024-25; 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 2024-25" is hereby amended for municipal purposes as shown on "Budget Amendment IX" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment IX 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.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of June, 2025.

_____
JOE MATRANGA, Mayor Pro Tem

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year FY2024-2025
Budget Amendment IX
June 2, 2025

1. **Mayor and Council Department - Donation, $100.** Appropriate donation received from Amoco Federal Credit Union in support of Friendswood Academy, which took place during Spring 2025. The funds will be appropriated to the Mayor and Council's operating supplies account.

2. **Hurricane Beryl – FEMA DR-4798 Subgrant PW #48, $198,126,** Appropriate grant funds received for personnel and equipment costs related to the City's response to Hurricane Beryl. Funds will be appropriated back to unassigned general fund balance ($176,868) and water and sewer working capital ($21,258).

3. **Hurricane Beryl – FEMA DR-4798 Subgrant PW #1258, $9,591.** Appropriate grant funds received for fence repair at surface water station #2. The fence was substantially damaged during Hurricane Beryl. The funds will be appropriated to the Public Works water operations' water plant maintenance account.

4. **Police Department - Opioid Abatement Settlement, $38,600.** Appropriate opioid abatement settlement proceeds for the Flock Camera program expansion. Four new flock cameras will be installed in the City to support ongoing efforts to investigate and disrupt drug trafficking operations, respond more effectively to drug related incidents, and increase public safety throughout the City. The funds will be appropriated to the criminal investigation division's operating services account.

5. **Police Department – Insurance Proceeds, $3,389.** Appropriate insurance proceeds from TML-IRP for the repair of P431 which was damaged in an accident on April 29, 2025. Funds will be appropriated to the Patrol division's vehicle maintenance account.

6. **Library Department - Donation, $69,400.** Appropriate donation received from Friends of the Library for an AutoLend Library Kiosk. Funds will be appropriated to the Library's capital equipment account.

7. **Parks and Recreation Department – KFB Spring Sparkle, $1,103**. Appropriate donations received from the KFB Spring Sparkle event held on April 12, 2025. The funds will be appropriated to the Keep Friendswood Beautiful division's landscaping account.

8. **Parks and Recreation Department - Donation, $500.** Appropriate donation received from Love Here Friendswood for the continuing efforts of KFB's mission of enhancing and improving the aesthetic appearance of Friendswood. The funds will be appropriated to the Keep Friendswood Beautiful division's operating supplies account.

9. **Parks and Recreation Department- Donation, $1,527.** Appropriate donation received from J. Roos for the purchase of a park bench to be installed at Lake Friendswood Park. The funds will be appropriated to the parks division's operating equipment account.

10. **Police Investigation Fund, $1,612.** Appropriate asset forfeiture funds to the Police Investigation Funds (PIF) operating services account. Funds will be allocated from the PIF State Fund restricted fund balance.

11. **2017 CDBG-DR (Galveston County) Grant Reimbursement, $12,700.** Reimburse unassigned general fund balance for grant proceeds received from the 2017 CDBG-DR (Galveston County)

Grant Program. Advanced funding for various change orders related to the Utility Piperack relocation project was previously approved by Council at the November 1, 2021, March 7, 2022, and July 11, 2022, City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.

12. **2017 CDBG-DR (Galveston County) Grant Reimbursement, $30,000.** Reimburse unassigned general fund balance for grant proceeds received from the 2017 CDBG-DR (Galveston County) Grant Program. Funding for archaeology costs related to the Utility Piperack Relocation and Deepwood Flood Control Projects was approved by Council at the February 6, 2023, City Council meeting. Therefore, the funds will be appropriate back to unassigned general fund balance.

13. **Lift Station #8 Improvements – Engineering, $295,605.** Appropriate funds for the first amendment to the professional engineering contract with FiveEngineering, LLC for Lift Station #8 Improvements. The amendment was approved by Council at the May 5, 2025, City Council meeting. The funding source will be 2025 water and sewer revenue bonds.

14. **Lift Station #27 Improvements – Engineering, $225,215.** Appropriate funds for the first amendment to the professional engineering contract with FiveEngineering, LLC for Lift Station #27 improvements. The amendment was approved by Council at the May 5, 2025, City Council meeting. The funding source will be 2025 water and sewer revenue bonds.

15. **24" Water Line Phase II Improvements Project – Engineering, $1,209,692.** Appropriate funds for the professional engineering contract with Garver, LLC for the 24" Water Line Phase II Improvements Project. The contract was approved by Council at the May 5, 2025, City Council meeting. The funding source will be 2025 water and sewer revenue bonds.

16. **Friendswood Downtown Economic Development Corporation – Holiday Decor, $152,390.** Appropriate funds for the purchase of holiday decorations for the downtown area. Council approved the purchase at the May 5, 2025, City Council meeting. The funding source will be FDEDC undesignated fund balance.

17. **Finance Suite Office Renovations, $18,875.** Transfer funds from the Finance operating budget to the Facilities division to renovate the central file room. The renovation is necessary to consolidate storage and create additional office space.

City of Friendswood
June 2, 2025
2024-2025 Budget Amendment IX - Exhibit B

BA Number	Account Number	Project Number		Amount
1	001-0000-38600		Appropriate donation received from Amoco FCU for Friendswood Academy	(100)
1	001-0101-411.5400		Appropriate donation received from Amoco FCU for Friendswood Academy	100
2	001-0000-33134	24EMBERYLREV	Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798 Subgrant PW #48 for personnel and equipment costs related to Hurricane Beryl response	(176,868)
2	001-0000-30500		Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798 Subgrant PW #48 for personnel and equipment costs related to Hurricane Beryl response	176,868
2	401-0000-33134		Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798 Subgrant PW #48 for personnel and equipment costs related to Hurricane Beryl response	(21,258)
2	401-0000-30600		Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798 Subgrant PW #48 for personnel and equipment costs related to Hurricane Beryl response	21,258
3	401-0000-33134	24EMBERYLREV	Appropriate grant proceeds received from TDEM for the FEMA Public Assistance Grant 4798 - Hurricane Beryl Subgrant PW #1258 for fence repair at surface water station #2	(9,591)
3	401-3655-434.6543	24EMBERYLEXP	Appropriate grant proceeds received from TDEM for the FEMA Public Assistance Grant 4798 - Hurricane Beryl Subgrant PW #1258 for fence repair at surface water station #2	9,591
4	001-0000-38001	OATFREV	Appropriate Opioid Abatement Settlement Proceeds for Flock Camera program expansion	(38,600)
4	001-2130-421.7400	OATFEXP	Appropriate Opioid Abatement Settlement Proceeds for Flock Camera program expansion	38,600
5	001-0000-38310		Appropriate TML-IRP insurance proceeds for P431 for repairs due to an accident on April 29, 2025	(3,389)
5	001-2120-421.6300	P431	Appropriate TML-IRP insurance proceeds for P431 for repairs due to an accident on April 29, 2025	3,389
6	001-0000-38600		Appropriate donation received from Friends of the Library for an AutoLend Library kiosk	(69,400)
6	001-6310-459.8800		Appropriate donation received from Friends of the Library for an AutoLend Library kiosk	69,400
7	001-0000-38600		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	(1,103)
7	001-6424-458.6210		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	1,103
8	001-0000-38600		Appropriate donation received from Love Here Friendswood for KFB's work within the city	(500)
8	001-6424-458.5400		Appropriate donation received from Love Here Friendswood for KFB's work within the city	500
9	001-0000-38600		Appropriate donation received from J. Roos for the purchase of a park bench at Lake Friendswood	(1,527)
9	001-6430-456.5800		Appropriate donation received from J. Roos for the purchase of a park bench at Lake Friendswood	1,527
10	102-0000-30100		Appropriate asset forfeiture funds to the PIF operating services account	(1,612)
10	102-2130-421.7400		Appropriate asset forfeiture funds to the PIF operating services account	1,612
11	124-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #5 & #6	(12,700)
11	124-26010		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #5 & #6	12,700
11	001-14029		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #5 & #6	(12,700)
11	001-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #5 & #6	12,700
12	124-0000-33100		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement request #6	(30,000)
12	124-9002-491-9110		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement request #6	30,000
12	001-0000-39160		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement request #6	(30,000)
12	001-0000-30500		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement request #6	30,000
13	423-0000-30600		Appropriate 2025 water and sewer bond funds for engineering services related to Lift Station #8 improvements	(295,605)
13	423-7001-433.8582		Appropriate 2025 water and sewer bond funds for engineering services related to Lift Station #8 improvements	295,605
14	423-0000-30600		Appropriate 2025 water and sewer bond funds for engineering services related to Lift Station #27 improvements	(225,215)
14	423-7001-433.8582		Appropriate 2025 water and sewer bond funds for engineering services related to Lift Station #27 improvements	225,215
15	423-0000-30600		Appropriate 2025 water and sewer bond funds for engineering services related to 24" Water Line Phase II	(1,209,692)
15	423-7001-434.8582		Appropriate 2025 water and sewer bond funds for engineering services related to 24" Water Line Phase II	1,209,692
16	175-0000-30100		Appropriate undesignated fund balance for the purchase of holiday decorations for the downtown area	(152,390)
16	175-0303-419.8800		Appropriate undesignated fund balance for the purchase of holiday decorations for the downtown area	152,390
17	001-0401-415.7436		Transfer funds to the facilities division for renovations in the finance suite	(18,875)
17	001-6460-419.6610		Transfer funds to the facilities division for renovations in the finance suite	18,875

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/12/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider a resolution authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for life-saving equipment for the Friendswood Police Department and appointing the City Manager to act as the City's authorized representative for all purposes under the grant.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Police Department (the "Department") is requesting approval for the submission of an electronic grant application and acceptance of funding through the Firehouse Subs Public Safety Foundation Grant for equipping patrol vehicles with automated external defibrillators ("AEDs").

If awarded, the Firehouse Subs Public Safety Foundation will provide grant funding of up to $45,000, with no funds or in-kind contributions required. This will be FPD's first (1st) grant application under this program.

The proposed resolution not only authorizes and approves the submission of the grant application but also appoints the City Manager to act as the authorized official to apply for, accept, reject, alert or terminate the grant on behalf of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This grant will ensure our law enforcement officers will be able to protect and provide life-saving care to all citizens throughout the City of Friendswood across all FPD shifts.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Firehouse Subs Grant

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION SEEKING ELIGIBLE GRANT FUNDS TO OUTFIT ALL PATROL VEHICLES WITH AUTOMATED EXTERNAL DEFIBRILLATORS; DESIGNATING THE CITY MANAGER AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the mission of the Firehouse Subs Public Safety Foundation (the "Foundation") is to improve the life-saving capabilities of public safety organizations in communities served by Firehouse Subs restaurants by providing funding, resources, and support to such organizations; and

WHEREAS, the Friendswood Police Department ("Department"), a public safety organization in a community served by a Firehouse Subs restaurant within a 10-mile radius, is eligible to apply for a grant of up to FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) from the Foundation; and

WHEREAS, the Department desires to apply for such a grant to purchase life-saving equipment, namely, automated external defibrillators ("AEDs"); and

WHEREAS, equipping patrol vehicles with AEDs will enable the Department to provide a rapid response and lifesaving treatment to individuals experiencing cardiac emergencies, significantly increasing the chances of survival; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds that the AEDs requested by the Department will not only improve emergency response times by allowing officers to administer life-saving treatment immediately upon arrival to a scene, but also fits squarely within a funding area supported by the Foundation; NOW THEREFORE,

BE IT RESOLVED 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 resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application to the Firehouse Subs Public Safety Foundation in an amount of up to FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) for the purchase of AEDs.

Section 3. The City Council hereby designates and appoints the City Manager of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 4. This resolution shall be effective immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of June, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/20/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution designating authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) Resilient Communities Program (RCP) award under Texas General Land Office State Contract No. 24-160-091-F088.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) Resilient Communities Program (RCP) award under the Texas General Land Office State Contract No. 24-160-091-F088.

The City of Friendswood received a Community Development Block Grant - Mitigation Program ("CDGB-MIT") Resilient Communities Program (“RCP”) award to provide a comprehensive plan that integrates hazard mitigation planning. Under this grant, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office. This resolution makes such appointments as follows:

	Mayor	City Manager	Director of Community Development	Director of Finance
Contract Documents	X	X		
State of Texas Purchase Voucher & Request for Payment Forms	X	X	X	X
Other related documents	X	X		

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - CDBG-MIT Grant for RCP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM, GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 23-160-091-F088; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, City of Friendswood has received a Community Development Block Grant - Mitigation Program ("CDGB-MIT"), Resilient Communities Program award to provide a comprehensive plan that integrates hazard mitigation planning; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office; and

WHEREAS, an original signed copy of the Community Development and Revitalization Depository/Authorized Signatories Designation Form is to be submitted with a copy of this resolution to the Texas General Land Office; and

WHEREAS, City of Friendswood acknowledges that in the event that the authorized signatory changes (elections, illness, resignations, etc.), the following will be required:

- a resolution stating the new authorized signatory (a new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised Community Development and Revitalization Depository/Authorized Signatories Designation Form;

NOW THEREFORE,

BE IT RESOLVED 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 resolution are hereby found to be true and correct.

Section 2. That the Mayor and City Manager are hereby authorized to execute contractual documents between the Texas General Land Office and the City for the CDBG-MIT Resilient Communities Program.

Section 3. That the Mayor, City Manager, Director of Community Development, and Director of Finance are authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the CDBG-MIT Resilient Communities Program.

Section 4. That the Mayor and City Manager are authorized to execute other related documents as the responsible entity for the CDBG-MIT Resilient Communities Program.

Section 5. This resolution shall be effective immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of June, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 03/04/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider designating Wells Fargo Bank, N.A., to serve as the depository for the City's funds and authorizing the City Manager to execute a depository services contract and related agreements with Wells Fargo Bank, N.A.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In Texas, bank depository services for municipalities are governed by several state codes. These codes not only define how we manage and collateralize the City's funds, but also the process for selection and the terms of a depository agreement. Pursuant to Section 105.017 of the Texas Local Government Code, the maximum term of a depository contract is five years. Our current contract with Wells Fargo Bank, N.A., ends July 31, 2025.

Due to the complexity of the process and analysis, the City engaged a consultant, Valley View Consulting, L.L.C. ("Valley View"), for the process of selecting a bank, credit union, or savings association for the performance of depository services. The consultant generated the Bank Services Request for Applications (RFA), held a non-mandatory pre-application teleconference, analyzed the responses and prepared the attached recommendation. Orlando Saenz, with Valley View, will be in attendance at the City Council meeting to answer any questions regarding the process, compliance or the analysis.

The City received responses from Amegy Bank, Texas Gulf Bank, and Wells Fargo Bank. As itemized on pages 2-3 of the attached document, there is a substantial list of criteria used in the evaluation.

Selection of a Primary Depository Bank is a decision that impacts the City's accounting, cash management, and investment functions in a way that no other procurement does. While net cost of services is important, it is also especially important that the services that the City receives can be delivered reliably and as efficiently as possible. Based on the City's evaluation criteria and the detailed financial analysis, we concur with staff's findings that Wells Fargo Bank represents the "most advantageous" application for the City for the following reasons:

1. As the incumbent, Wells Fargo has been an excellent and proven business partner to the City.
2. Wells Fargo can provide all the services the City requires at this time, and will likely require in the future.
3. Proposed cost of services is reasonably comparable to current costs, is significantly lower than the fees proposed by the other two banks, and it includes a three-month fee waiver for the first year.
4. Since Wells Fargo is the incumbent bank there will be no transition costs.
5. Wells Fargo is offering a $10,000 deposit supply allowance. (Not included in the summary table)
6. The interest rate offered by Wells Fargo is the highest rate offered.
7. Wells Fargo's application was complete and in agreement with the points outlined in the RFA.

8. Wells Fargo has a location located on West Parkwood Avenue that is convenient and the banking team assigned to the City has provided dependable and professional service over the past 5 years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City's current depository contract will expire on July 31, 2025.

RECOMMENDATIONS

Staff recommends the City select Wells Fargo Bank as our depository. This recommendation is supported by the analysis completed by the consultant (Valley View Consulting). The consultant concurs with our selection. Pursuant to specifications in the Request for Application (RFA), Wells Fargo will prepare a contract with a two (2) year term, commencing August 1, 2025, with three (3) additional one-year extension options under the terms and conditions. We also request Council approval to authorize the Mayor to sign all documents after they have been reviewed and accepted by the City Attorney.

ATTACHMENTS

1. Friendswood Depository Bank Services Agreement
2. Wells Fargo Response to City of Friendswood RFA 2024-15
3. Friendswood RFA Fee Schedule Wells Fargo
4. RFA 2024-15 Primary Bank Depository Services Opening
5. Friendswood RFA Project Recap
6. City of Friendswood - Depository Pledge Agreement (1)
7. Government Code Verifications Form
8. Form 1295

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the "Agreement," is made and entered into on the date last herein written by and between the City of Friendswood, Texas, hereinafter called the "City," and Wells Fargo Bank, N.A., a banking association, organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank," and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council on June 2, 2025, designated the Bank as a primary depository bank for the period beginning August 1, 2025, and continuing through July 31, 2027, with the option for three (3) one-year extensions under the same terms and conditions at the option of the City.

2. **General**. The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor, all funds, City-owned securities, property and things of value held as depository. All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.

3. **Scope of Services**. Bank agrees to provide those services as described in the City of Friendswood, Texas, Request for Application for Depository Bank Services released on December 11, 2024, hereinafter referred to as the "RFA." The RFA and Bank's response to the RFA, hereinafter referred to as the "Application," are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City. If any provisions of the RFA, the Bank's response to the RFA or this Agreement are in conflict, this Agreement, the RFA and the Bank's response to the RFA will control, in that order.

4. **City Representatives**. During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Custodian**. City and Bank, by execution of this Agreement, hereby designate Bank of New York Mellon as custodian, hereinafter called "Custodian," to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.

6. **Custodian Fees**. Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Agreement, City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), Bank's Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any

and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

   If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

   Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

   If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

   If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation**. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

11. **Consideration**. The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts**. The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or electronic signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute**. The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required

to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Galveston County will be the venue for any lawsuit arising out of this Agreement.

15. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank:	Ann Battaglia, Relationship Manager Wells Fargo Bank, N.A. 12650 N. Featherwood Dr., Ste 210 Houston, TX 77034
City:	Rhonda Bloskas, Director of Finance City of Friendswood 910 S. Friendswood Dr. Friendswood, TX 77546

Changes to notice information may be made by either party with written notification to the other party.

16. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

17. **Binding Commitment**. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

18. **Continuation**. Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through July 31, 2027, subject to the execution of the extension options if applicable.

19. **Termination**. This Agreement may be terminated by either the City or the Bank, for any reason or no reason, by giving ninety (90) days prior written notice to the other party. Notices will be delivered as required and addressed in paragraph 15.

20. **Default**. Should the Bank (a) fail at any time to pay and satisfy, when due, any check, draft, voucher, wire, or ACH transfer lawfully drawn against any deposit and the interest on such deposits, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach, or (b) in any other manner breach this Agreement, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have twenty-one (21) days to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within such period or should the Bank be declared insolvent by a federal bank regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City; or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract. The City may sell all or any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all

damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold. In exercising its rights in and to the collateral, or any part thereof, City must act in a commercially reasonable manner. Any sale of such collateral, or any part thereof, made by the City hereunder may be either at public or private sale; provided, however, it shall give to both the Custodian and the Bank two (2) hours' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

21. **Non-Assignability**. This Agreement is not assignable in whole or in part.

22. **Bank Authorization**. The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF FRIENDSWOOD, TEXAS	**WELLS FARGO BANK, N.A.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
ATTEST:	ATTEST
By:	By:
Name:	Name:
Title:	Title:

RFP OPENING
SCHEDULED TO BE AWARDED:

DATE: February 4, 2024 **TIME: 2:00 PM**

PROJECT: RFA 2024-15 Primary Bank Depository Services

COMPANY
Amegy Bank
Wells Fargo
Texas Gulf Bank

CSO Representative: Linda Newsted
Departmental Representatives: Jeff Spears & Jennifer Williams (ASO)

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION. ANY QUESTIONS REGARDING THIS INFORMATION, CONTACT THE CITY MANAGER.

Valley View Consulting, L.L.C.

March 10, 2025

Rhonda Bloskas, CPA, CGFO
Director of Finance
City of Friendswood
910 S. Friendswood Dr.
Friendswood, Texas 77546

Dear Ms. Bloskas;

Thank you for the opportunity to assist the City of Friendswood (the "City") with this Depository Services Request for Applications (the "RFA") project. The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends July 31, 2025. This agreement, when approved, will commence on August 1, 2025, and terminate on July 31, 2027. Upon the option of the City, the contract may be extended for three (3) additional one (1) year periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. The following banks with a location within the City limits of Friendswood were invited to submit a proposal:

    a. Amegy Bank
    b. Bank of America
    c. Cadence Bank

d. Frost Bank
e. Home Bank
f. HomeTown Bank of Friendswood
g. JP Morgan Chase
h. PNC Bank
i. Texan Bank
j. Texas First Bank
k. Texas Gulf Bank
l. The Moody National Bank
m. Veritex Bank
n. Wells Fargo Bank
o. Woodforest National Bank

4. Initiated contact with the financial institutions to confirm distribution information, and identify the designated recipient with those banks that responded to our inquiry.
5. Drafted the RFA for the City's review and approval.
6. Posted the notice and advertised the RFP.
7. Distributed RFAs to the identified and receptive financial institutions.
8. Held a non-mandatory pre-proposal conference that was attended by representatives of:

    a. Amegy Bank
    b. Home Bank
    c. Texas Gulf Bank
    d. The Moody National Bank
    e. Veritex Bank
    f. Wells Fargo Bank

9. By the closing deadline, proposals were received from:

    a. Amegy Bank
    b. Texas Gulf Bank
    c. Wells Fargo Bank

The evaluation of the proposals was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability of applicant to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City;
8. Convenience of location(s);
9. Completeness of Proposal; and
10. Financial strength and stability of the institution.

Proposal Analysis

The Proposal Analysis began with an evaluation of the breadth of services offered by each bank, the cost for services, and the interest rates offered on the City's deposits with the bank. For the preceding twelve-month period, the City maintained an average deposit balance of $14,957,000, so this figure was used in the calculations. The table below captures the summary of the financial comparison of the applications.

SUMMARY FINANCIAL COMPARISON			
	AMEGY BANK	**TEXAS GULF BANK**	**WELLS FARGO (Incumbent)**
Average Bank Balance	$14,957,000	$14,957,000	$14,957,000
Fees for Two Year Term	$186,268	$102,756	$49,710
Interest Rate Offered	3.35%	3.28%	4.25%
Basis for Interest Rate	Bank managed	Indexed: 30 day T-Bill minus 100 bps	Market Rate
Two Year Investment Income	$1,002,119	$981,179	$1,271,345
Net Two Year Income	**$815,851**	**$878,423**	**$1,221,635**
Fees for Five Year Term	$465,669	$256,890	$134,927
Earnings Credit for Five Years	$0.00	$0.00	$0.00
Five Year Investment Income	$2,505,298	$2,452,948	$3,178,363
Net Five Year Income	**$2,039,628**	**$2,196,058**	**$3,043,436**

Recommendation

The City is required by Texas Local Government Code to solicit for Depository Bank Services every five years and the City anticipates entering into an agreement that will last for the next five years. Selection of a Primary Depository Bank is a decision that impacts the City's accounting, cash management, and investment functions in a way that no other procurement does. While net cost of services is important, it is also especially important that the services that the City receives can be delivered reliably and as efficiently as possible.

Based on the City's evaluation criteria listed above and the detailed financial analysis, we concur with staff's findings that Wells Fargo Bank represents the "most advantageous" application for the City for the following reasons:

1. As the incumbent, Wells Fargo has been an excellent and proven business partner to the City.
2. Wells Fargo can provide all the services the City requires at this time, and will likely require in the future.

3. Proposed cost of services is reasonably comparable to current costs, is significantly lower than the fees proposed by the other two banks, and it includes a three-month fee waiver for the first year.
4. Since Wells Fargo is the incumbent bank there will be no transition costs.
5. Wells Fargo is offering a $10,000 deposit supply allowance. (Not included in the summary table)
6. The interest rate offered by Wells Fargo is the highest rate offered.
7. Wells Fargo's application was complete and in agreement with the points outlined in the RFA.
8. Wells Fargo has two locations in Friendswood. The location located on West Parkwood Avenue is convenient and the banking team assigned to the City has provided dependable and professional service over the past 5 years.

The initial contract term will be two (2) years, commencing August 1, 2025, with three (3) additional one-year extension options under the terms and conditions.

Please contact Tim Pinon or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City of Friendswood.

Sincerely,



Orlando A. Saenz
Valley View Consulting, L.L.C.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/01/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 3, 2025, from 7:00 a.m. to 10:00 a.m.

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

This item approves the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 3, 2025, from 7:00 a.m. to 10:00 a.m.

The Friendswood Rotary Club is proud to host the first annual Youth Triathlon, an exciting new event designed for children ages 5 to 15. This triathlon encourages youth fitness and community involvement by combining swimming, biking, and running in a fun and supportive environment.

Participants will begin with a swim in the Stevenson Park pool, followed by a bike ride through designated routes in the City of Friendswood, and finish with a run through city park trails.

This event promotes healthy activity, builds confidence, and highlights the city's beautiful parks and safe streets. Friendswood Rotary Club has stated that it appreciates the City's support in helping make this inaugural event a success for Friendswood families.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 Figgy Triathlon Parks Special Event Permit Application _Redacted

AUG. 3

City of Friendswood Parks & Recreation Department
910 S. Friendswood Dr., Friendswood, TX 77546
281-996-3220 / rec@friendswood.com / www.friendswood.com

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Parks & Rec Dept. to discuss the application in detail for first time applicants. Please call (281) 996-3220 to make arrangements.

Reservations can be made 12 months in advance for any public event, special event or company picnic.

Set-Up Date: 8/2/25 Start time: 5pm End Time: 11pm

Event Date(s): 8/3/25 Start time: 0630am End Time: 10:30 am

Event Date(s): n/a Start time: n/a End Time: n/a
(Two-day event) / add additional line for 3+ day event

Break-down Date: 8/3/25 Start time: 10:30am End Time: 2:00pm

Park Requested: Stevenson Park and Old City Park

Facility/Facilities Requested: Stevenson Park and Old City Park

including but not limited to: pavilions, gazebos, sports fields, amphitheater, restrooms, etc.

Type of event Mark all that apply:
- ☐ Fair/Festival
- ☐ Concert
- ☐ Tournament
- ☐ Fundraiser
- ☐ Company Picnic
- ☑ Race/Fun Run
- ☐ Other:

Estimated # attending event: 350 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary):

See Attached

See Attached

Event Name: Figgy Youth Triathlon

Name of Applicant: Cassandra McGarvey (Photo ID req. / age 21+)

Company Name (if applicable): Friendswood Rotary Club

Individual/Tax-Exempt, For-Profit or Commercial: Tax Exempt
(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing address: P.O. Box 823 City: Friendswood

State: TX Zip: 77546 Email address: [redacted]

Cell Phone [redacted] Other Phone ( )

Day of Event Contact Name: Cassandra McGarvey Phone ([redacted]

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s). ☑ YES ☐ NO

Will gate, admission or registration fees be charged? If yes, attach a list of proposed fees and their purpose ☑ YES ☐ NO

How will the event be promoted? *Separate permit needed for signs
- ☐ TV Ads
- ☑ Flyers/posters
- ☐ Signs*
- ☑ Social Media
- ☐ Billboards
- ☐ Other
- ☐ Radio
- ☑ Internet

Event website: TBD

PD: 6:30-9:30am (6 officers)
AJG: 7:30-10:30am (1 attendant)
Lifeguards: (3 guards w/ Garrett), $15 per guard/per hour

Event Location Layout - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

Event Size: 250 # of Participants _____ Total Number of Attendees at one time

100 # of Staff/Volunteers 300 **Total Number of Attendees**

Event History: Is this a first time event? ☑ YES ☐ NO

Is this an Annual Event? ☐ YES ☐ NO

How many years in existence? _____ YEARS Highest Number of Attendees_____

Previous Name(s) of Event: _____

If your previous year's application is on file, are there any changes from the previous year?

List: _____

Activities and Entertainment - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

Structures - Please check all structural elements that apply.

☑ Tent(s) ☐ Booth(s) ☑ Table(s) ☐ Chair(s) ☐ Stage(s)

☑ Fencing ☐ Light Tower(s) ☐ Generator(s) ☐ RV(s) ☐ Amusements

☑ Other(s), please list: bike racks

You will need to provide sizes of all structures and include means of fire apparatus access along with any flame resistance certifications. Depending on structure sizes, you may need to have a trained crowd manager present.

Event Parking - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application. An event parking map will need to be submitted with this application.

Event Participant Parking Area (vendors, staff, volunteers, media): City parking areas

City parking areas

Event Attendees Parking Area City parking areas

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

N/A

Street/Lane Closures: Are you requesting any street/lane closures? ☑ YES ☐ NO

Please list any street/lane closures you are requesting and attach a map:

See attached

***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Any event exceeding 500 in attendance may require portable toilets.

3 # of Regular 0 # of ADA

When will they be delivered? August 2, 2025

*For multi-day events, servicing of port-a-lets is required!

Food/Beverages: Please indicate all food/beverage elements that apply:

☐ Sale of food/beverages ☑ Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

☐ Distribution of Alcoholic beverages (The sale of alcohol is not permitted)

You must obtain a TABC Permit for the distribution of alcoholic beverages and will need permission from the City of Friendswood Parks & Recreation Department To obtain your permit, if required.

Please state your alcohol control plan, such as limits, enforcement, shuttle services, etc.

First Aid Plan: Will you have a first aid station on-site? ☑ YES ☐ NO

What are your plans for a minor/major emergency? We will have first aid station. Additionally, we plan to have EMS / ambulance on site

Does your event layout provide for emergency vehicle access? ☑ YES ☐ NO

Utilities

Will you need electricity? ☑ YES ☐ NO (see page 7, item #14)

Electricity for: timing/computers

Will you need access to water? ☑ YES ☐ NO

Water for: beverages for participants

Inclement Weather Plan:

What are your plans in case of inclement weather? We will delay race. If necessary, cancel.

Name and phone number of weather monitor: Cassie McGarvey [redacted]

Event Notification: The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department. Notices should include event date, times, and details.

Security:
The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the attendees and park property. The City of Friendswood Police Department will determine how many officers will be necessary for your event. The rate for security will is $55 per officer per hour.

Insurance Requirements:

Public liability and property damage insurance is required for all athletic user groups, special event permit applicants, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below.....acts or omissions of the vendor. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor must at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For damage to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:
The Certificate Holder is: City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546

Additional Insured Required:
The City of Friendswood must be named as additional insured on policies listed in subparagraphs above and must be notified of any changes to the policy(ies).

General Requirements:

- Insurance is to be placed with insurers having a best rating of no less than A.
- The vendor must furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The City reserves the right to pursue other remedies permitted by law or in equity.
- In no event must the City be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

Indemnification

Vendor agrees to indemnify, defend and hold harmless CITY, its officers, officials, agents, and employees from any claim, loss, damage, causes of action, suits 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 personal or real property, arising out of, or in conjunction with the Vendor's event, or any act or omission of Vendor, its officers, employees, agents, or subcontractors during the conduct of Vendor's event.

Special Event Permit Fees:

Fees for these permits are based on the number of people projected to be attending the event and whether or not gate/admission or registration fees are charged. Depending on the site, parks may include outdoor picnic shelters, outdoor pavilions and other outdoor amenities. Special Event Applications must be submitted at least 30 calendar days in advance of the event date and are made on a first-come, first serve basis.

Attendance	Deposit	User Fees	User Fees
		Non-Profit/Tax-Exempt	Commercial/For Profit
Less than 250	$600	$150	$250
250-500 persons	$600	$250	$500
501-1,000 persons	$1,000	$350	$700
1,001-3,000 persons	$2,500	$400	$800
3,001 or more	$2,500	$500	$1,000

Cleaning Attendants:

Any large event with 75 or more people must secure the services of at least two Cleaning Attendants to ensure the integrity of the reserved park is upheld.

- Cleaning Attendants must be scheduled at least two weeks prior to any large event.
- Changes, or event cancellations must be made 48 hours prior to scheduled event. Changes made within 48 hours will be subject to additional fees paid to the City of Friendswood.
- Any additional hours needed and not paid for prior will be taken out of the paid deposit
- Cleaning Attendants are only responsible for the duties assigned on this agreement.
- Cleaning Attendant fee is $14.25 per hour and paid at time of reservation

Cleaning Attendants Responsibilities:

- Cleaning/pick up of trash on park grounds.
- Empty all garbage cans, dispose of bags in dumpsters and refill with new bags.
- Clean and restock all restrooms.
- For maintenance repairs to park facility, please call 281-996-3300 to dispatch a Parks & Recreation staff member.

Security Fees:

- City of Friendswood Police Officers will be present at all large events. All security fees are paid to the Parks & Recreation Department at a rate of $55 per hour per officer. The number of officers needed for your event will be determined by the City of Friendswood Police Department.

SPECIAL EVENT CONTRACT RULES: The undersigned applies for a special event permit and agrees to the regulations listed below as established by the City of Friendswood Parks & Recreation Department.

1. Please have your Permit in possession during your use of the permitted facility.

2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the Parks & Recreation Director.

3. No motorized vehicles may be driven upon or parked on grass areas or sidewalks unless approved in the layout.

4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 7-calendar days in advance. Failure to comply with these deadlines may result in the forfeiture of user fees. Cancellations may be charged a $30 administrative fee.

5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.

6. The Permit Holder must leave all facilities in good or better condition that existed before the event. Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds. Deposits must be made when the reservation is made and will be deposited. Following the event, a refund will be issued to the permit holder approximately 14-30 days after the conclusion of the event (if applicable).

7. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to park structures or amenities. Rice, birdseed, confetti, silly string, piñatas and glitter are not allowed.

8. No glass containers are allowed.

9. Please note that should the City need to utilize the park for emergency purposes, Applicant will be given notice at the earliest opportunity and User Fees will be refunded.

10. The completed "Public Event/Special Event Permit Application" must be submitted to the Parks & Rec Office a minimum of 30 calendar days in advance but not more than 12 months in advance. Deposit payments are due at the time the reservation is made. The Applicant will be required to pay 100% of all Special Event Permit Fees, seven (7) calendar days prior to the event date. Gate fee applicants must pay required fees at the conclusion of their event.

11. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City that the event is held in.

12. Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. Special event reservations can be made up to 12 months in advance.

13. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. Total amperage required by the applicant may not exceed safe capacity of existing park service.

SPECIAL EVENT CONTRACT RULES - Continued

14. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the park's water supply may be made without prior approval.

15. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

16. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

17. All Reservation Application Forms must include a valid telephone number, email address, cell phone number. Facility and/or User Reservation Fees are to be paid by Cash, Personal Check, Cashier's Check, Money Order, or by credit card (Visa, MasterCard, Discover) made payable to the City of Friendswood. A convenience fee of 2.5% will be assessed on all debit card and credit card transactions.

18. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

19. The Permittee must obtain a Fire Inspection (if necessary).

20. Depending on the size and nature of the event, the Permittee may be required to meet with the Development Review Committee (DRC). This informal meeting allows the Permittee and all involving departments within the City of Friendswood to discuss all logistics for the event. DRC meetings are held on Wednesday mornings at 9am, 10am, and 11am.

21. The Permittee may use, for the event, any electrical outlets that currently exist at the site. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

22. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

23. Following the conclusion of the Event, if the Facility, or Grounds is damaged, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the City. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the City and Permitee agree to submit the dispute to mediation. In the event that the City or Permitee desire to mediate any dispute, that party must notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the request to mediate, the parties must attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may file a lawsuit in Galveston County, Texas.

Cassandra McGarvey

Applicant's Name

0eb28fcc-739c-4fae-9419-21deb0dd4168

Digitally signed by 0eb28fcc-739c-4fae-9419-21deb0dd4168
Date: 2025.04.22 12:13:06 -05'00'

Applicant's Signature

4/22/25

Date

Checklist / Notes:
For Office Staff Only:

Staff Initials: CW
Permit #: [redacted] 85887992
Receipt Attached ✓
Initial Meeting Date: 5-21-25
On-Site Meeting Date: _____

Routed to other Departments:
☑ Parks & Rec ☐ CMO ☐ PD ☐ EMS ☐ FMO ☐ CDD ☐ GCHD

Rental Supervisor Checklist

- Event Layout: ☑
- Event Parking Map: ☑
- Copy of Event Flyer ☑
- Handicap Parking in parking lot
- Activity & Structures Listing: n/a
- Insurance: ☐
- TABC Permit: n/a
- Sound Permit: n/a
- Security Scheduled: ☑
- Park Attendants Scheduled ☑
- Street Closure Map: ☑
- Written Emergency Action Plan (EAP): n/a
- Fire Inspection: n/a

Rental Supervisor Signature: Cat Wood Date: 5-22-25

NOTES/SPECIAL REQUESTS:

Rotary

Rotary Club of Friendswood

ROTARY YOUTH TRIATHLON



Promoting Physical Fitness

Friendswood Rotary seeks to create an annual event to encourage physical fitness and activity for children ages 5-15. Kids will leave empowered and encouraged from completing a doable but challenging race.

LOCATION:
Stevenson Park

DATE: 3 AUG 2025

TIME: 7:00 - 10:30 AM

6:30-9:30pm (bike course)

Proposed Distances:
Short Course: 100 y swim / 2.5 m bike / .5 m run
Long Course: 200 y swim / 4.5 m bike / 1.5 m run

6 officers

Rotary

Rotary Club of Friendswood

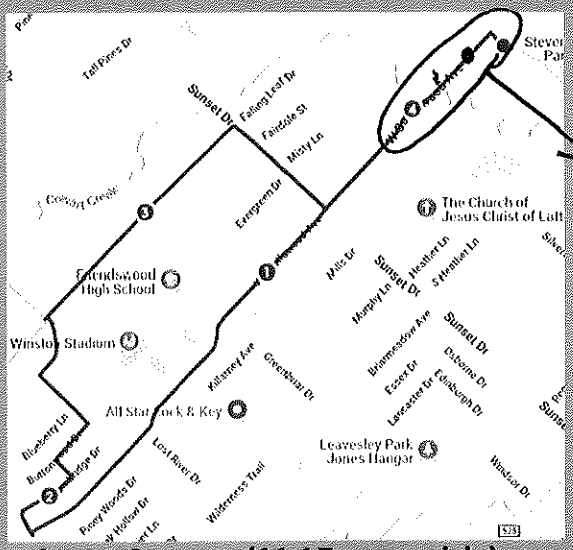
Swim Course: Stevenson Park Pool

- Time trial start
- Snake swim
- Life guard in each lane

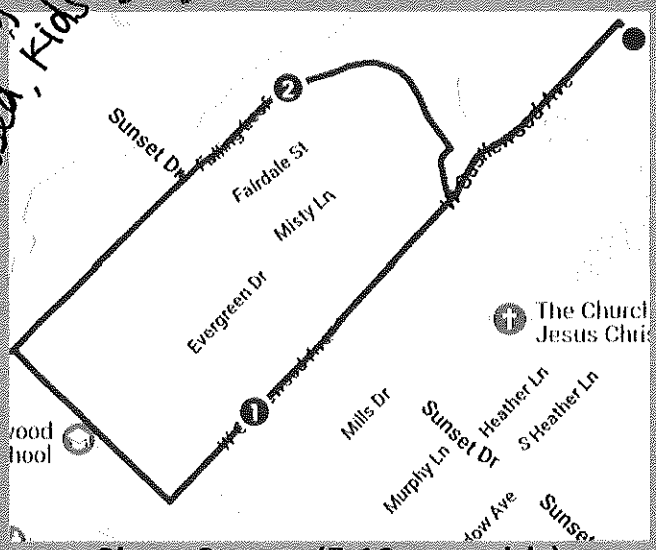
Bike Course: Castlewood Ave.

- Five officers along the route
- Closure of approx. 1 hour

completely closed, kids going both directions



Long Course (11-15 year olds)
4.31 miles



Short Course (5-10 year olds)
2.8 miles

Run Course:

- Long Course: Stevenson Park Trail - Old City Park - Loop around Dog Park
- Short Course: Stevenson Park Trail

Supplement to the Public Event / Special Event Permit Application

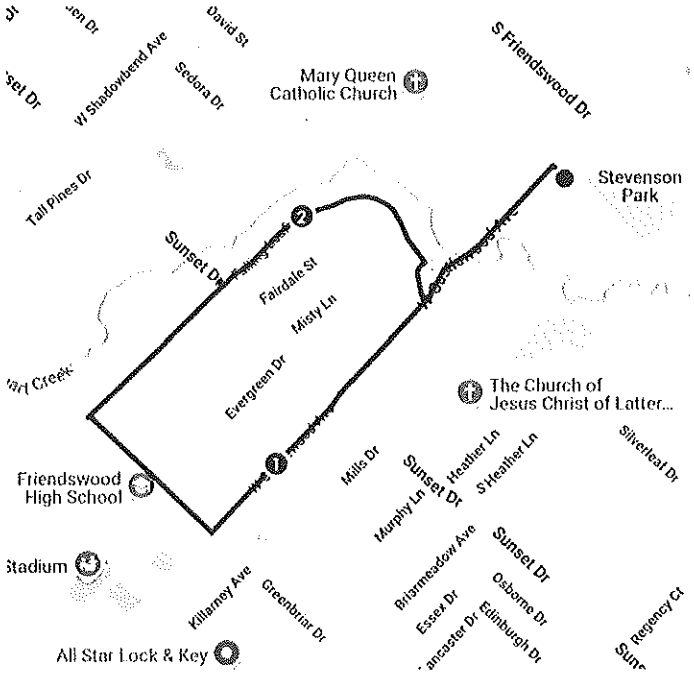
Descriptive Summary Of Event: This is a youth triathlon sanctioned by USAT. The event will be open for children ages 5-15. Ages 5-10 will complete a "short course" and ages 11-15 will compete a longer course. The swim portion of the event will begin at 7am and the entire race will be complete by 10:30 am. The purpose of the event is to encourage children to be active and to expose them to the sport of triathlon.

Swim Course: The swim will take place in Stevenson Park Pool. We will have lifeguards from Friendswood Parks & Recreation working at the event.

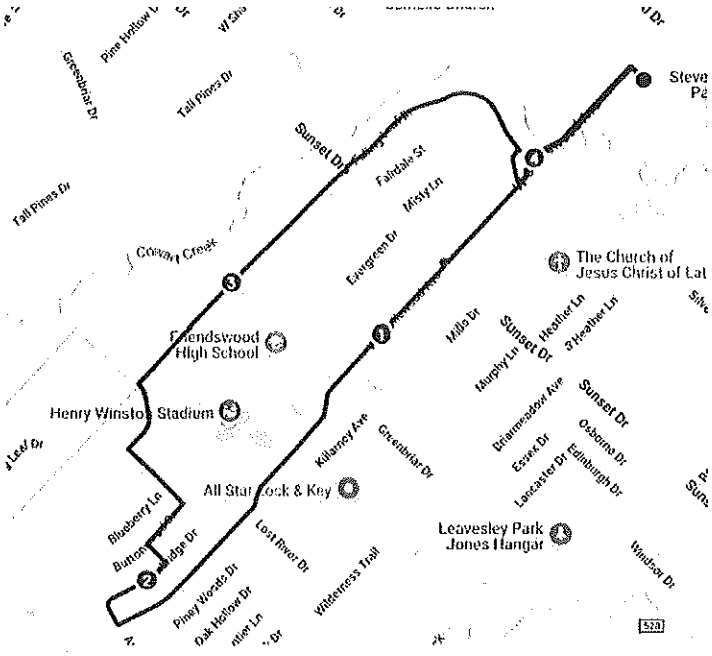
Transition: After the swim, the participants will exit the pool through the double gate and head to transition. Transition is in the parking lot behind the pool (near the dumpsters). Ideally, we will have transition between City Pool road and the end of the parking lot. If necessary, the transition area will extend into the other section of this parking lot.

Bike Course:

The short course for the bike is a 2.8 mile bike route:



The long course for the bike is a 4.35 mile bike route:



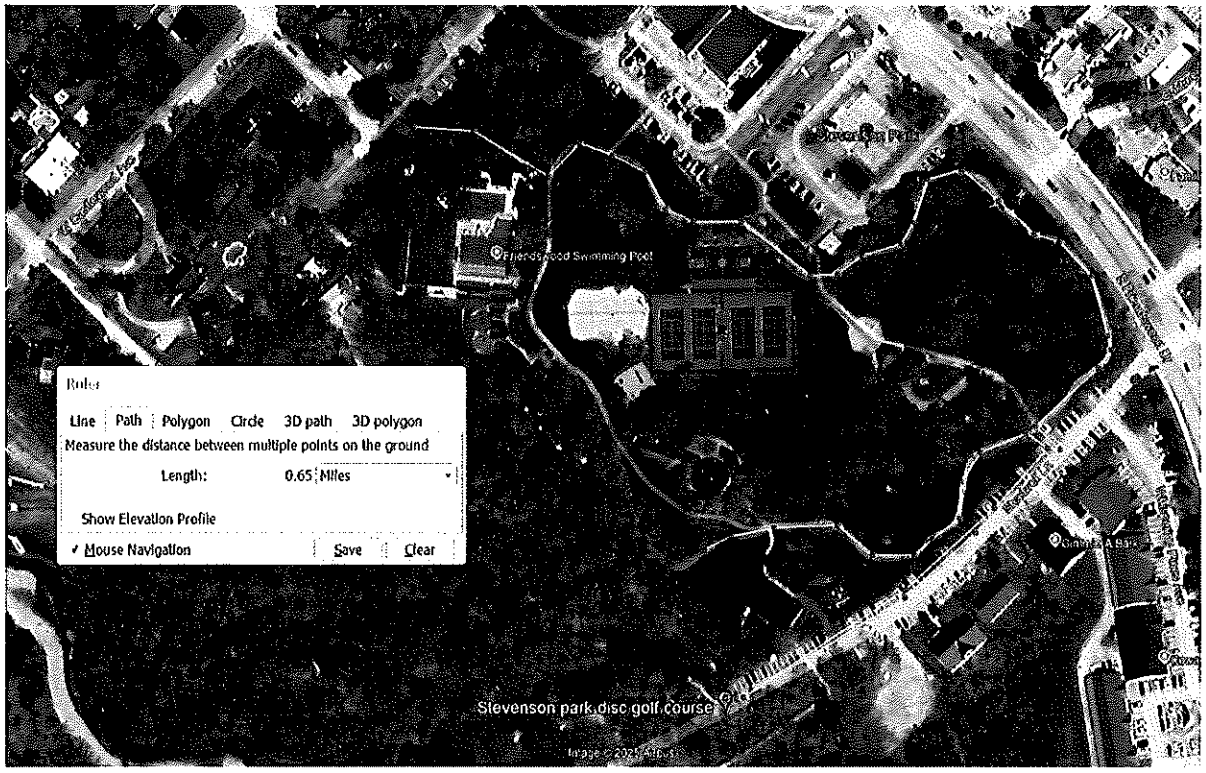
We have discussed these routes with Friendswood Police Department. We will have 5 police officers stationed along the route. Additionally, we will have numerous volunteers along the route, especially through the neighborhood portions.

All athletes will be required to wear helmets during the bike portion. Additionally, no training wheels are allowed on the course. We anticipate most of the athletes will bike in running or tennis shoes, not clip-in cycling shoes. Although, the 14-15 year old athletes will be the most likely to wear cycling shoes.

Transition: After completing the bike portion, the athletes will return to the transition area, leave their bikes, and begin the run course. The athletes will return the bike to the designated location and begin the run course.

Run Course:

The short course run will be approximately .65 miles, beginning just outside the transition area and winding through Stevenson Park:

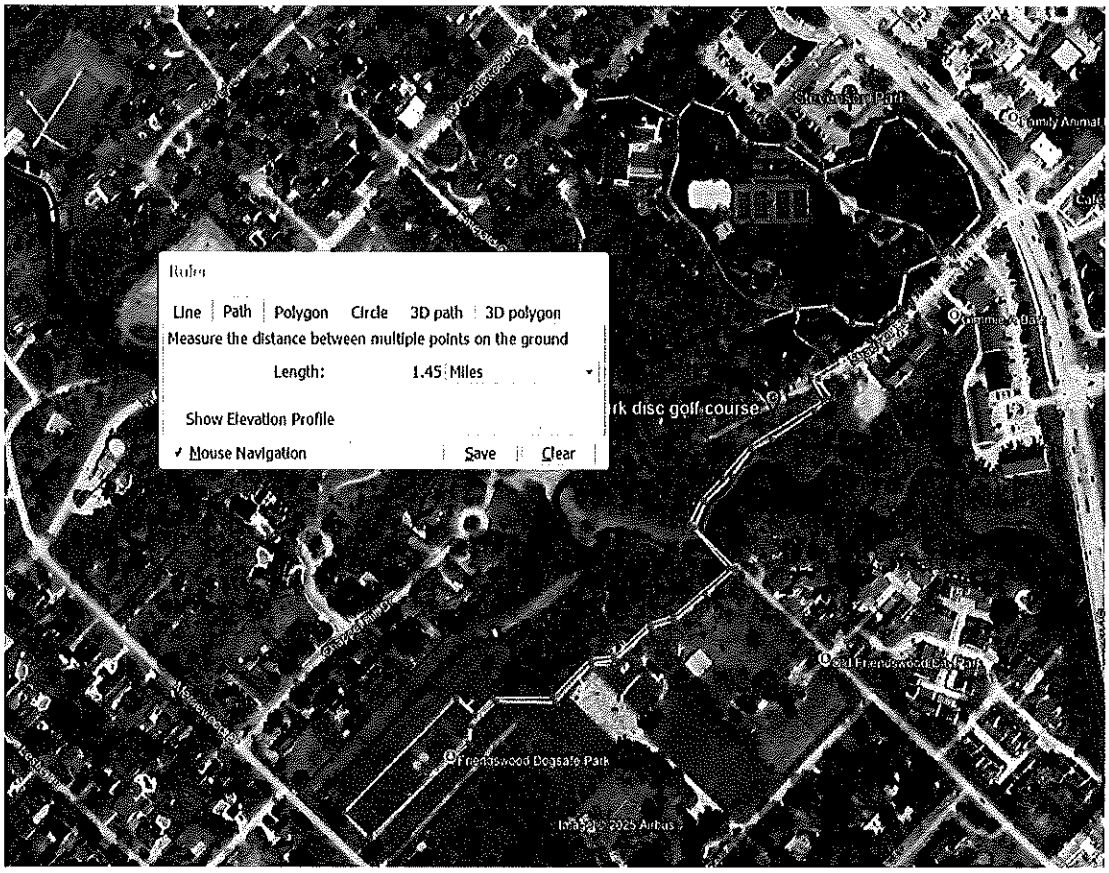


We have added a short out-and-back along Shadwell to avoid a full loop of Stevenson Park. This allows parents, spectators, and volunteers to move through the various locations without cutting across the race course.

Organizations Involved:

1) Friendswood Rotary Club
2) NexGen Triathlon Club - NextGen Triathlon Club
    a. Chris Sustala
    b. Amanda Hoover

The long course will be approximately 1.45 miles through Stevenson Park, Old City Park, and around the Friendswood Dogsafe Park:



Finish Line: The finish line will be located near the large Rotary Pavilion at Stevenson Park. A timing table / booth will be stationed near the finish line to record the times of the athletes.

Post-Race Party: Food for athletes will be provided in the large Rotary Pavilion. No food, beverages, or merchandise will be sold at the event – only the food that given to the athletes.


Mary Queen
Catholic Church
Queens Ln
Cedarwood Ave
Ron Cir
BIG - Brock
Insurance Group
Engraphics
Remington Ct
Laurelfield Dr
Carey Ln
Cedarwood Ave
Stephen Ct
W Castlewood Ave
Friendswood
Swimming Pool
S Friendswood Dr
Emerald Cir
Lexington
Gimmie A Bark
Cowards Creek
Office Park
W Castlewood Ave
ROAD CLOSURE:
Castlewood (Merriwood-Cedarwood)
Merriewood Dr
Chappel Hill Dr
Old Friendswood
City Park

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/15/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing a Buyout License Agreement with Cindy Howard for property located at 117 and 121 Cherry Tree Lane.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a new license agreement for the property located at 117 and 121 Cherry Tree Lane in accordance with the Open Space Guidelines. The property is located in Enchanted Woods Subdivision, next door to the residing homeowner, Cindy Howard, who lives at 119 Cherry Tree Lane. Ms. Howard's license agreement will expire later this month. This proposed agreement grants her a new ten-year term with the option to renew for another ten-year term thereafter.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approved License Agreements help to relieve the financial and maintenance burden.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. License Agreement -117 121 Cherry Tree Lane

LICENSE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this 9th day of September, 2024, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Cindy Howard, whose address is 119 Cherry Tree Lane, Friendswood, Texas, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. **Premises**: Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," located at 117 and 121 Cherry Tree Lane, Friendswood, Galveston County, Texas, and being more particularly described as follows:

Lot Seventeen (17), Nineteen (19) and Twenty (20) of Enchanted Woods, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 1616, Page 95 of the Map Records of Galveston County, Texas, save and except 0.133 acres of land previously conveyed to the State of Texas.

2. **Use**: The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term**: The term of this License Agreement shall be for a period of ten (10) years, commencing on June 7, 2025, and terminating at midnight, June 6, 2035. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration**: In consideration for the License granted hereby, Licensee shall pay all taxes, fees, and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in

accordance with all applicable ordinances of the City of Friendswood, laws and regulations of the state and any other regulatory authority having jurisdiction over the Premises, and any applicable restrictive covenants covering the Premises.

5. **Access**: Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensor's Floodplain Manager. Licensee, subject to approval by Licensor's Floodplain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensor in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License Agreement, without the exercise of an option or the execution by Licensor and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensor:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
If to Licensee:	Cindy Howard 119 Cherry Tree Friendswood, Texas, 77546

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity**: Licensee agrees to indemnify and save Licensor harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act

of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensor, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensor, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License Agreement at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies**: Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License Agreement until:

    A. In the case of a failure to pay License Fees or other sums due under this License Agreement, fifteen (15) days after receipt of written notice thereof from Licensor; or

    B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License Agreement if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

    In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License Agreement, Licensor may, at its option, terminate this License Agreement without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes**: Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensor pays such tax, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

13. **Improvements**: Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensor without the prior written consent of the Licensor.

14. **Assignment**: Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions**:

A. Whenever under the License Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, and license to use the Premises during the term of this License Agreement or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this License Agreement, Licensee shall have the right to terminate this License Agreement effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License Agreement under this provision, then License Fees provided under this License Agreement shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License Agreement shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have

the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License Agreement immediately upon written notice.

16. **Severability and Substitution of Valid Provisions**: In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect**: This License Agreement constitutes the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License Agreement shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:
CITY OF FRIENDSWOOD, TEXAS

By: _____
MIKE FOREMAN, Mayor

Attest: _____
RAQUEL MARTINEZ, City Secretary

LICENSEE:

By: Cindy Howard
_____
CINDY HOWARD

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/12/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the first renewal of the City's Emergency Debris Removal Pre-Event Contracts with (i) Crowder Gulf, LLC, and (ii) KDF Enterprises, LLC.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On July 11, 2022, the City Council authorized a primary contract for debris removal services with Crowder Gulf, LLC, and a secondary contract with KDF Enterprises, LLC (the "Contractors"). Said contracts are attached to the item for your review. Each contract had an initial 3-year term and included an option to renew the same under the same terms and conditions for additional one-year periods upon the written agreement of both parties. This item allows the Council to approve the first one-year renewal. If approved, these contracts will extend through late July of 2026. At that time, the Council may renew the contracts again for another one-year term if desired.

It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts. These contracts have no upfront costs and funds would be appropriated only if the contract is activated in the case of an emergency.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There are no upfront costs associated with this contract, and if the contract is activated following a disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Crowder Gulf Contract Extension
2. Crowder Gulf LLC & COF Emergency Debris Removal Pre-Event Contract
3. COI - Crowder Gulf
4. Form 1295 - Crowder Gulf
5. Government Verification Form - Crowder Gulf
6. KDF Contract Extension
7. KDF Emergency Debris Removal Pre Event Contract
8. Form 1295 - KDF
9. COI - KDF
10. Government Verification Form - KDF

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 08, 2025

Mr. Brian Mansfield
Fire Marshal & EM Director
City of Friendswood
1600 Whitaker Drive
Friendswood, TX 77546

via email: BMansfield@friendswood.com

Re: Contract Renewal for Debris Removal Services, RFP 2022-13

Dear Mr. Mansfield:

CrowderGulf has been providing the City of Friendswood, Debris Removal Services per the Contract that commenced on July 25, 2022. The term of the Contract shall be for three (3) consecutive years with the option to renew for additional one (1) year periods.

If the City of Friendswood is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of July 24, 2026.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Friendswood requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail to jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Friendswood, TX

_____
Signature

_____
Name/Title

_____
Date

Emergency Debris Removal
Pre-Event Contract

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Emergency Debris Removal Pre-Event Contract (the "Contract"), made and entered into on this 25th day of July, 2022, by and between Crowder Gulf, LLC, a Alabama limited liability company, hereinafter called the "Contractor," and the City of Friendswood, a municipal corporation located in Harris and Galveston Counties, Texas, hereafter referred to as the "City."

WHEREAS, it is in the public interest to provide for the expedient removal of event debris within the corporate limits of the City plus recovery technical assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, the City has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the City by such storms or manmade disasters; and

WHEREAS, the public health and safety of the citizens, City personnel, and others will be at serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime emergency debris removal companies may be severely limited; and

WHEREAS, the Contractor has the experience, equipment, manpower, permits and licenses to perform all disaster-related debris services; and

WHEREAS, the City and the Contractor have agreed to the scope of services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the premises contained herein and acknowledged by both parties, the parties do agree as follows:

1. SERVICES

1.1 In General.

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all disaster-generated debris, including, but not limited to, debris stemming from vegetation, demolition, construction, household goods (which are also referred to herein as "white goods" and include household and industrial appliances), hazardous, and industrial waste materials (hereinafter referred to as "debris"), and within the time specified within this Contract. Emergency push, debris removal and demolition of structures will be limited to that which is determined in the sole discretion of the City:

a. to eliminate immediate threats to life, public health, and safety;
b. to eliminate immediate threats of significant damage to improved public or private property; and
c. to be essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public, school properties, including any other locally owned facility or site as may be directed by the City. Services, as specified in Exhibit "B," which is attached hereto and incorporated herein, will only be performed when requested in writing by the City in accordance with all federal requirements and all applicable disaster management plans.

1.2 NTP:

Once it has been determined that any of the various locations of property owned by or under control of the City could (or has) received damage from a natural or manmade disaster, the City may issue a Notice to Proceed ("NTP") to the Contractor to submit the required bonds and begin work. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor may, at the sole discretion of the City, haul debris directly to a final disposal site outside of the legal boundaries of the City.

1.3 Contractor's Responsibilities:

Contractor's duties hereunder shall include, but not be limited to, project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose of all storm-related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager, Director of the Office of Emergency Management or other designee. For the required initial response, Contractor agrees to have a Contractor's representative physically present at the Friendswood Emergency Operations Center within twelve (12) hours after notification of need. Contractor shall commence the performance of the work required in the NTP within twenty-four (24) hours of issuance of NTP. Should the work described in the NTP not be fully underway within seventy-two (72) hours of the NTP, Contractor will be assessed liquidated damages as described herein.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contract documents or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

2.2 Cost of Services:

a. The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including, but not limited to, that which is set out in Section 1, plus applicable permit and license.

b. The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

c. The City shall withhold interest-free a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

d. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as determined by the City, the Contractor shall be reimbursed as specified in Exhibit "A." The Contractor guarantees the City that the prices to be charged hereunder as specified in Exhibit "A" or otherwise shall be no higher than those charged the Contractor's most favored customer for the same or substantially similar service. If any of the prices specified herein are higher, the Contractor shall reduce the prices so that the City receives the same or better pricing than Contractor's most favored customer.

e. In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

2.3 Matters Related to Performance:

2.3.1 Subcontractors:

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. Before using the services of a subcontractor, the Contractor must supply the names and addresses of subcontractors and material suppliers for approval by the City and must update the list annually and in the event of any changes. This notification should be provided to the Fire Marshal/ Emergency Management Coordinator, the Director of Public Works, and the Director of Engineering. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor, which complies with the terms and conditions of this Contract as well as all applicable federal, state and local laws and regulations. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local subcontractors. If the City judges any subcontractor to be failing to perform work in strict accordance with this Contract and all applicable laws, rules and regulations, the Contractor shall discharge such subcontractor. However, such discharge does not in any way relieve Contractor from its obligations and responsibilities under this Contract. Additionally, the City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

2.3.2 Indemnification:

THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION AND ALL SECTIONS HEREUNDER COLLECTIVELY REFERRED TO AS "CITY"), 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 CONTRACT AND/OR THE SERVICES PERFORMED HEREUNDER, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONTRACTOR OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE CONTRACTOR TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'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 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 OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnities provided for herein, including, but not limited to, those elsewhere in this Contract, will survive the expiration or termination of this Contract.

2.3.3 Insurance:

Throughout the term of this Contract, the Contractor at its 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 operations and/or performance of the work under this Contract, whether such operations and/or performance be by the Contractor, its 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.

The Contractor's insurance coverage shall be primary insurance with respect to the City and its officers and agents. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insureds under its commercial general liability policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

(1) Workers' Compensation Policy
- Statutory amounts required by Texas law.
- Employer's Liability of $1,000,000.
- Waiver of subrogation required.

(2) Commercial General Liability Policy
- General aggregate of $5,000,000.
- Contractors Protective Liability of $3,000,000.
- Products and Completed Operations Aggregate of $3,000,000.
- Personal and Advertising Injury of $1,000,000.
- Minimum of $1,000,000 per occurrence.
- Fire Damage of $100,000.
- Property Damage of $1,000,000; each accident $2,000,000 aggregate.
- Coverage shall be broad form.
- Waiver of subrogation required.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(3) Business Automobile Liability Policy, which shall include the following:
- Combined Single Limits of $2,000,000.
- Coverage for "Any Auto."
- Waiver of subrogation required.

(4) Excess Liability
- Limit: $4,000,000.
- Waiver of subrogation required.

Certificates of Insurance provided to the City 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.

The following are general requirements which are applicable to all policies:

- General Liability and Automobile Liability insurance 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 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.
- With respect to the services provided herein, the City and its officers and employees are to be added as "Additional Insureds" to all commercial general liability, business automobile liability, and excess liability

policies. The coverage shall contain no special limitation on the scope of protection afforded to the City.

- A waiver of subrogation in favor of the City must be included.
- Upon request, certified copes of all insurance policies, declaration pages and/or certificates of insurance shall be furnished to the City at no expense to the City.

2.3.4 Release:

The Contractor shall assume full responsibility for its services 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 the services provided. This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the services provided whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

2.3.5 Bonds:

Upon receipt of an NTP, Contractor shall provide payment bond and performance bond for the entire estimated award amount of this Contract. Both the Contractor and the City agree that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract, and it is agreed that the Contractor must provide such performance and payment bonds to the City prior to performing under the NTP.

Bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. Such payment and performance bonds shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the Contractor to so comply with the terms of his proposal. If the Contractor furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas.

The surety on Contractor's bonds must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- ❒ hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or

- ❒ have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws.

2.3.6 Liquidated damages:

It is expressly understood and agreed by the parties that time is of the essence to this Contract and that the minimum level of service commitment as well as the dates set for the commencement and final completion of the work described herein are essential conditions of this Contract. It is further understood and agreed that the dates associated therewith are reasonable, taking into consideration all conditions. If the Contractor should neglect, fail, or refuse to meet these essential conditions or any proper extension thereto granted in writing by the City, then the Contractor hereby agrees, as a part of the consideration for the awarding of this Contract, that the City may withhold permanently from any amounts due the Contractor the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) for each and every **calendar** day that the Contractor is in default after the date stipulated, not as a penalty, but as liquidated damages for the breach of the Contract. The amount of liquidated damages for the Contractor's failure to meet the deadlines for these essential conditions is fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be the damages that the City would sustain and may, at the option of the City, be retained from final payment or any other payment made hereunder.

2.4 Federal Contract Required Clauses. The Federal Contract Required Clauses as detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes, shall apply to this Contract to the extent applicable. Should there be a conflict between the provisions of this Contract and those in Exhibit "C" the more stringent shall control, except as otherwise required by law.

3. STANDARDS OF PERFORMANCE

3.1 The Contractor Representative:

The Contractor shall have a knowledgeable and responsible representative report to the City's Emergency Management Coordinator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract.

3.2 Mobilization:

When the written NTP has been received by the Contractor and/or the on-site Contractor Representative, the Contractor shall make all necessary arrangements to mobilize forces within 24 hours to commence and conduct these services, unless a shorter period of time is specified herein.

3.3 Safety:

The Contractor shall exercise necessary precautions at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1 of this Contract. A completion date shall be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris. The Contractor will adhere to a "clean as you go" policy. The Contractor shall supervise and enforce such policy during debris management operations. The Contractor shall ensure that the clean-up and/or remediation site(s) are restored to its pre-release condition or as approved by the City.

3.6 Extensions:

Time is of the essence in this Contract and the commencement of services shall be as set out in Section 3.2. Additionally, this Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.7 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date this Contract is executed by the City Manager and may be renewed for additional one-year periods. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the proposal and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract.

3.8 Contract Termination:

This Contract may be terminated by either party upon thirty (30) calendar days' prior written notice to the other party in the event of substantial failure by a party to perform in accordance with the terms of the Contract through no fault of the other party. Should the substantial failure identified in the notice of termination be cured within the thirty (30) calendar day period, the Contract shall not terminate. Should the Contractor be terminated, the Contractor shall be paid for services rendered to the City through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

a) Stop work on the date and to the extent specified;
b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
c) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
d) Continue and complete all parts of the work that have not been terminated.

After any such termination, Contractor shall be further subject to any claim City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

In addition, the City may terminate this Contract, without cause, upon thirty (30) days' written notice to the Contractor.

3.9 Performance Remedy Notification:

a. In addition to the remedies afforded the City elsewhere in this Contract, including those specified in Section 3.7, the Contractor's failure to meet the minimum level of service commitments described in subsection b of this section, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so shall result in the assessment of liquidated damages against the Contractor.

b. The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City, which shall be based on the actual severity and impact of the event.

4. GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The City may be required to enter into agreements with federal and/or state agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements with federal or state agencies, regardless of the additional burdens of compliance. The City shall provide the Contractor with copies of such agreements.

4.2 City's Obligations:

The City shall furnish all information and documents necessary for the commencement of services, to include a valid, written NTP. A representative shall be designated by the City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written NTP. City is responsible for issuing all Public Service Announcements (PSA) to advise property owners and others and agencies of the available debris services. The Contractor shall assist the City with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a professional, workmanlike manner. The Contractor and its subcontractors shall exhibit respect to all persons with whom the Contractor comes in contact in the performance of the services under this Contract and shall exhibit respect for all public and private properties. All operations shall be subject to the review of the City. The Contractor shall ensure that its workforce, including subcontractors, are self-sufficient with regards to fuel,

vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

4.4 Supervision:

The Contractor will supervise and/or direct all services required hereunder whether performed by performed by its employees, agents and subcontractors. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on each work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City's Authorized Representative shall be as binding as if given to the Contractor. Employees of the Contractor and any subcontractor must wear readily identifiable phot identification at all times when working in Friendswood.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report all damages to the City's Emergency Management Coordinator or designee in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill Contractor for the damages, withhold funds due to Contractor, or the Contractor may also repair the damage to the satisfaction of the City.

4.6 Other Contractors:

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the City, federal, state and local governments and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris:

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris shall consist of, but not be limited to, vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the City and all debris must be disposed of in accordance with all applicable federal, state and local laws and regulations.

4.8 Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris, including regulated hazardous waste. The locations of the TDSRS and final disposal sites shall be determined by the City and utilized by the Contractor. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City.

4.9 Corrective Actions Required of Contractor:

When instructed by the Emergency Management Coordinator or designee, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this Contract, as determined by the City in its sole discretion and notify the City within 24 hours.

5. GENERAL TERMS AND CONDITIONS

The Contractor shall, to every extent possible, give priority to utilizing resources within the City's territory. Local preferences will include, but not be limited to, procurement of services, supplies and equipment, plus awarding subcontracts and employment to the local workforce.

5.1 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2 Price for Emergency Push/Road Clearance:

The Contractor shall invoice the City and be paid for this service in accordance with the rates as set out within this Contract.

5.3 Unit Price for Debris:

The unit price for all structures or debris will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City in accordance with the rates within this Contract.

5.3.1 Fixed Rate:

The fixed rate price will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City.

5.4 Billing Cycle:

The Contractor shall invoice the City on a weekly, bi-weekly or monthly basis, based on the City's preference.

5.5 Payment Responsibility:

Payment will be made to the Contractor within thirty (30) days after receipt of an invoice approved by the City and its debris monitor.

5.6 Tipping Fees:

All Tipping Fees paid by the Contractor shall be reimbursed at cost to the Contractor by the City upon submittal of appropriate receipts.

5.7 Ineligible Work:

The Contractor shall not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps not authorized by the City or that is determined by the City as ineligible debris unless the Contractor was directed to perform the work by the City or City's Representative.

- **Eligibility Inspections:**
  City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

- **Eligibility Determinations:**
  If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and

certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.8 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Contract shall be made available to any individual or organization by the Contractor without prior written approval of the City.

5.9 Assignment:

The Contractor shall not sell, assign, or transfer any of its rights or obligations under this Contract, in whole or in part, without prior written consent of the City.

5.10 Multiple Originals:

It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

5.11 Captions:

Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any section in this Contract.

5.12 Independent Contractor:

Contractor shall perform its obligations under this Contract as an independent contractor and not as an employee of the City.

5.13 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail to the following address, as applicable:

CrowderGulf, LLC
Attn: President
5629 Commerce, Building E
Mobil, AL 36619

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

5.14 Applicable Law:

The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to Contractor's operations under this Contract. This Contract shall be governed by the laws of the State of Texas. Venue for all purposes shall be in Galveston County, Texas.

5.15 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained

herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

5.16 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract by either party.

5.17 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Contract will remain in full force and effect.

5.18 Authority.
The Contractor and the City agree that the persons signing this Contract on behalf of the parties has the authority to bind the party, which he/she represents.

6. EXHIBITS

6.1 Pricing Schedules are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

6.2 The Scope of Services is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

6.3 Should there be a conflict between any of the terms and conditions specified in this Contract and in the Exhibits, the more stringent shall apply.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective on the 25th day of July, 2022, which is the date the City Manager executed this Contract.

CITY: **CITY OF FRIENDSWOOD, TEXAS**

By: _____
MORAD KABIRI, City Manager

ATTEST:

_____
LETICIA BRYSCH, City Secretary

CITY OF FRIENDSWOOD ★ STATE OF TEXAS ★

CONTRACTOR: **CROWDERGULF, LLC**

By: Ashley Ramsay-Naile
Printed Name: Ashley Ramsay-Naile
Title: President

ATTEST:

By: Wesley Naile
Printed Name: Wesley Naile
Title: Contract Administrator

Exhibit "A"
Pricing Schedule

Item No.	Description	Unit	Cost Per Unit
	ROW Vegetative Debris Removal		
A-001	Pick up eligible vegetative debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	$8.65
	ROW C&D Debris Removal (Collect & Haul)		
B-001	Pick up eligible C&D debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	$9.75
	Demolition, Removal and Transportation of Eligible Structures		
Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved			
C-001	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	$24.00
C-002	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with regulated asbestos containing (RACM) C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	$34.00
	TSDR Management and Operations		
D-001	Consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris.	Cubic Yard	$1.45
	Reduction of Storm Generated Debris through Griding		
E-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through grinding.	Cubic Yard	$3.45
	Reduction of Storm Generated Debris Through Air Curtain Incineration		
F-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through compaction.	Cubic Yard	$3.45
	Reduction of Storm Generated Debris Through Air Curtain Incineration		
G-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through Air Curtain Incineration.	Cubic Yard	$2.75
	Reduction of Storm Generated Debris Through Controlled Open Burning		
H-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through controlled open burning.	Cubic Yard	$1.25
	Haul-out of Reduced Debris to Final Disposal site		
I-001	Consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility	Cubic Yard	$5.00

Item No.	Description	Unit	Cost Per Unit
Removal of Eligible Hazardous Leaning Trees and Hanging Limbs			
Consists of removing eligible leaning or hanging limbs and placing them on the ROW for haul-off			
J-001	6-inch to 12-inch diameter	Tree	$40.00
J-002	13-inch to 24-inch diameter	Tree	$85.00
J-003	25-inch to 36-inch diameter	Tree	$145.00
J-004	37-inch to 48-inch diameter	Tree	$260.00
J-005	49-inch and larger diameter	Tree	$330.00
	Hanger Removal (per tree)	Tree	$75.00
Removal of Hazardous Stumps			
Consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.			
K-001	25-inch to 36-inch diameter	Stump	$140.00
K-002	37-inch to 48-inch diameter	Stump	$230.00
K-003	49-inch and larger diameter	Stump	$330.00
Reduction of Storm Generated Debris Through Compaction			
L-001	Consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	$90.00
Reduction of Storm Generated Debris Through Compaction			
M-001	Consists of the removal of abandoned vessels on land in areas identified and approved by the applicant and subsequently transported to an approved staging area	Linear Foot	$65.00
M-002	Consists of the recovery of abandoned vessels in water in areas identified and approved by the applicant and subsequently transported to an approved staging area	Linear Foot	$190.00
Eligible Animal Carcass Removal and Disposal			
N-001	Consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	$35.00
ROW White Goods Debris Removal (Collect & Haul			
O-001	Consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods	Unit	$35.00
Freon Removal (Collect & Haul)			
P-001	Consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants	Unit	$35.00
Fill Dirt			
Q-001	The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City	Cubic Yard	$16.00
Electronic Waste Removal			
R-001	Consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	Unit	$.0.00
Household hazardous Waste Removal			
S-001	Consists of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.	Pound	$9.95

Note: All disposal/tipping fees for all line items will be a pass-through cost at no markup.
Push Crew = one (1) Loader or Skidsteer, one (1) Foreman with Truck, and two (2) Sawhands
Push Rate = $365.00 per crew per hour

Exhibit "B"
SCOPE OF SERVICES

The Contractor shall perform the following services upon request of the City issued through an NTP in accordance with the procurement process in 2 C.F.R. 200.317-326 and FEMA Contract Provisions, where applicable:

1. Definitions.
When used in this Scope of Work, the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

a. *Authorized Representative* means City employees and/or contracted individuals designated by the City or Debris Manager.

b. *Construction and Demolition (C&D) Debris* means debris including but not limited to damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, furnishings, fixtures, pipe, and similar materials.

c. *Contract Administrator* means the Debris Manager or other party(s) authorized to make contractual obligations/decisions on behalf of the City.

d. *Debris Manager* means the Debris Manager (DM) is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to city maintained street rights-of-way throughout the City in consultation with Contractors, other City departments and State and Federal agencies.

e. *Disposal Fee* means a fee based on weight or volume of debris for disposal at a landfill or other waste management facility.

f. *Disposal Site* means a landfill or other waste management facility.

g. *Electronic Waste* means wastes, which may require special handling or disposal such as computer monitors, CPUs, televisions, and similar materials.

h. *Eligible Debris* means debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.

i. *Household Hazardous Wastes* or *HHW* means small quantities of used or leftover contents of consumer products which include, but are not limited to latex or oil based paints, cleaners or solvents, oils, pool chemicals, pesticides, and similar.

j. *Mixed Debris* means vegetative debris, which is mixed with construction and demolition materials or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the load site, if minor amounts of undesirable materials are present.

k. *Notice to Proceed* or *NTP* means The written official notice to the Contractor from an authorized City official instructing the Contractor to proceed with disaster recovery and debris removal activities.

l. *RFP Document* means the entire RFP document, all attachments, these Instructions to Contractors and any addendums issued prior to the date and time of submittal of the Proposals.

m. *Right of Entry* or *ROE*: means a document by which a property owner confers to an eligible applicant or itspropose the right to enter onto private property without committing trespass.

n. *Right-of-Way* or *ROW* means the land, which the City has title to, or right to use, for the road and its structures and appurtenances.

o. *Temporary Debris Staging and Reduction Site* or *TDSR Site* means a temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.

p. *Vegetative Debris* means clean woody debris, which includes but is not limited to broken or fallen trees and tree limbs, hazardous tree stumps, bushes and shrubs.

2. Generally.

a. Mobilization.
The Contractor shall mobilize and respond to wide-scale debris volumes as generated by a tornado, as well as localized small-scale volumes typical of a tornado or ice storm. Under this Contract, the Contractor shall coordinate, mobilize, and manage a sufficient number of cleanup crews, as determined by the City's Debris Manager.

b. Removal Operations.
The Contractor must begin removal operations within 24 hours of receiving the NTP and be functioning at 100% of capacity within five (5) days. These services will not be authorized until such a time, as a NTP has been issued; typically, in response to a natural or manmade disaster. Services shall include, but are not limited to, the following:

- Emergency Road Clearance
- Right of Way (ROW) / Public Property Debris Removal
- Hazardous Stump, Tree, and Hanging Limb Removal
- Right of Entry (ROE) Debris Removal
- Temporary Debris Staging and Reduction (TDSR) Site Operations
- Debris Reduction / Grinding / Processing
- Debris Disposal / Recycling
- Hazardous or Toxic Waste Removal and Disposal

The City, at its sole discretion, may elect to perform any of the above work with force account or additional contract forces. The Contractor shall provide debris removal and management services until such time services are no longer necessary as deemed by the City.

c. Eligible Debris.
Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency

(FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323– Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. "Eligible" also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

d. Completion.
The Contractor shall endeavor to complete the debris clearing, removal and disposal process in less than forty-five (45) days or other timeframe as established by the City's Debris Manager.

e. Records.

a. Contractor shall maintain documentation for any and all billed items.

b. Project Records
All records in any manner whatsoever to the assigned project or any designated portion thereof, which are in the possession of the Contractor or Contractor's subcontractors, shall be made available, upon request by the City, for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape, videos or other writings, which document the project. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Contractor in its performance under said contract.

c. Auditable Records
The Contractor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles and the City reserves the right to determine record keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with Texas Public Disclosure Statutes.

f. Miscellaneous.
In addition, the Contractor is responsible for:
(1) Providing a response by phone, email, or text within four (4) hours of a request for assistance;
(2) Accurate invoices submitted to the City, at the minimum, weekly; and
(3) Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

3. General Operations

a. The Contractor shall be responsible for performing the debris removal and debris management services requested through this RFP. The designated area for debris removal is bounded by the City limits, includes public property and rights-of-way, City parks and City debris management areas within the incorporated areas of the City, and may include private segments within the jurisdictional boundaries of the City.

b. The Contractor shall provide project management and coordination recovery activities necessary to assist the City in fulfilling the requirements of federal reimbursement agencies.

c. The Contractor shall conduct work so as not to interfere with the disaster response and recovery activities of federal, state, county and City governments or agencies or of any public utilities.

d. The Contractor shall implement a "clean as you go" policy to ensure all debris is cleared from the loading site before moving to the next loading site.

e. The Contractor shall report and provide documentation to the City or authorized representative, all incidents such as, but not limited to oil spills, fuel leaks, hydraulic fluid leaks, chemical spills, and similar environmental quality issues. The Contractor shall cleanup or remediate the incident, as necessary, properly disposing of the materials in compliance with the applicable federal, state and local regulations.

f. The Contractor and Subcontractors shall be prohibited from performing private work in the City while actively engaged in delivering services under this contract.

g. The Contractor shall repair any damages caused by the Contractor's or subcontractor's equipment in a timely manner at no expense to the City. If there is disagreement between a resident and Contractor as to the repair of damages, the City shall decide and make the final determination on the repair. Failure to restore the damaged public or private property to the satisfaction of the City will result in the City withholding retainage money or invoicing the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

4. Daily Reporting and Coordination Meetings

The Contractor shall submit a daily report providing the number of crews operating, the number and types of equipment operating, the total cubic yards (or tons) collected by debris type, the total cubic yards reduced, and the total cubic yards transported to final disposal. This report shall include the number of crews operating for the current day. This report shall be submitted to the Debris Manager or designee each day, for the previous day. The Contractor shall also provide an updated map of the locations where debris collection crews operated to relate the progress of operations. The Contractor shall participate in daily coordination meetings with the City's Debris Monitoring Firm and City departments involved in the response and recovery operations.

5. Equipment

a. The Contractor shall provide sufficient and qualified staff and the necessary equipment to rapidly remove and lawfully dispose of all disaster related debris.

b. The Contractor shall ensure that all equipment and vehicles utilized in the City's debris operations remain in good working condition.

c. The Contractor and its Subcontractors shall operate all equipment and vehicles in compliance with all applicable federal, state, and local rules and regulations.

d. The Contractor shall present all vehicles utilized to haul debris, to the City's authorized representative, for measurement (inside bed measurements) to calculate and certify the volumetric capacity of said vehicles. All certified vehicles shall display a placard as described in Section 6.d.

e. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

f. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the DRC.

g. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured to prevent it from falling off. Measures must be taken to avoid the debris from blowing out of the hauling vehicle during transport to a City approved TDSR site or final disposal site.

h. Equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City's Debris Manager or designee.

i. All loading equipment shall be operated from the road, street or rights of way using mechanized loading devices such as buckets and/or boom and grapple devices, to collect and load debris.

j. No equipment shall be operated outside the public ROW unless directed by the City.

k. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Debris Manager or designee, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

6. Forms.

a. Truck Certification Forms, as approved by the City, will be provided by the Contractor for documenting and recording the actual physical, inside measurement and volume capacity, including any volume adjustments, deductions or comments of each truck, trailer, or other hauling equipment used to conduct the City's debris removal and hauling operations. In the event that the unit price is by weight, the tare weight shall be recorded on the Truck Certification Form.

b. The Truck Certification Form shall also document the date, license plate, driver information, insurance information, a brief description and photograph of the vehicle.

c. Truck certifications shall be performed by the City or authorized representative, in the presence of the Contractor or their designated representative. The forms shall be signed and dated by both parties.

d. Truck Placards, as approved by the City, will be provided by the Contractor and attached to the driver's side of each vehicle transporting debris and shall display the following information (written in permanent marker):
   (1) City of Friendswood
   (2) Contractor Name
   (3) Unique identification number assigned to the vehicle
   (4) Certified cubic yard capacity of the vehicle (or tare weight)

e. The Contractor shall submit to the City, within 24 hours upon Notice to Proceed, a Vehicle and Equipment list, which contains the following information:
   (1) Contractor name
   (2) Certified cubic yard capacity of the vehicle (or tare weight)
   (3) Unique identification number assigned to the vehicle
   (4) Make/Model of the vehicle
   (5) License plate number
   (6) Other information as required by the City or authorized representative for the purpose of monitoring and inspecting performance

f. Load tickets will be required for recording the volumes of debris removed and hauled to a TDSR site or final disposal site. Each load ticket shall be pre-printed and sequentially numbered and capable of documenting the following data:
   (1) Prime Contractor
   (2) Subcontractor's Name
   (3) Date
   (4) Truck Number
   (5) Certified Capacity (Cubic Yards or Tons)
   (6) Driver's Name
   (7) Type of Debris Collected: Vegetative, C&D, White Goods, Other, etc.
   (8) Load Location (Address of pick-up)
   (9) Loading Date and Time
   (10) Loading Site Monitor Name and Signature
   (11) Load Size (Estimated Percentage of Cubic Yards or Tons)
   (12) Unloading Site Location
   (13) Unloading Date and Time
   (14) Unloading Site Monitor Name and Signature

g. The City's Debris Monitor will complete the applicable portion of a load ticket at the load site and provide copies to the vehicle driver. Upon arrival at the TDSR site or authorized final disposal site, the vehicle driver shall present the load ticket to the City's Debris Monitor at the inspection tower. A visual inspection will occur to determine the estimated debris quantity (or tons, if scales are available) contained in the vehicle will be documented. The City's Debris Monitor shall sign the load ticket and provide a completed copy to the driver, the DRC representative, and the City for project files.

h. Mulch or processed/ground debris shall be documented following the same load ticket procedures.

i. Construction and Demolition debris transported to disposal shall be documented following the same load ticket procedures.

7. Hot Spot Crews.
The Contractor shall be required to provide the City with 'hot spot' crews, which will respond immediately, as directed by the City or authorized representative, to collect and haul priority debris piles, which impact the public's health, safety, or welfare.

8. Work Hours.
The Contractor shall conduct debris removal operations, generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and Contractor. Unless otherwise directed, the Contractor must be capable of conducting debris reduction operations at the TDSR site locations on a twenty-four (24) hour, seven (7) days per week basis.

9. Ownership of Debris.
All debris located in the City ROW and City provided TDSR site and disposal site locations shall be the property of the City until final disposal at an authorized and permitted disposal site.

10. Emergency Debris Road Clearance (Phase I).
Upon receiving the notice to proceed for this contract element, the Contractor shall provide all labor, equipment, fuel and associated costs necessary to clear and remove debris by cutting, tossing and/or pushing of debris from the priority roadways, as identified by and directed by the City. As per FEMA rules and regulations, this phase of operations, conducted under a time and materials rate, shall be capped at no more than seventy (70) working hours following the notice to proceed. The Contractor exceeds the seventy (70) hour cap at its own risk. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities. City personnel or authorized representative shall verify the equipment used, operators, hours of operation (start and end times), and shall require the locations of work performed. Services performed under this contract element will be compensated in accordance with Exhibit "A."

11. ROW Vegetative Debris Removal (Phase II).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible disaster debris from the City's ROW and transport eligible disaster related vegetative debris to a City approved TDSR site or to a City designated final disposal site in accordance with all federal, state, and local rules and regulations.

a. The Contractor shall only remove eligible vegetative debris, which is placed within the City's ROW.

b. All eligible debris will be removed from each loading site before proceeding to the next loading site.

c. The City or its authorized representative shall document the load by means of the load ticket.

d. All eligible vegetative debris loads shall be transported to the City's TDSR site or approved final disposal facility.

e. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

12. ROW Construction and Demolition (C&D).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible debris from the City's ROW and transport eligible disaster related C&D debris to a City approved TDSR site or to a City designated final disposal site, in accordance with all federal, state, and local rules and regulations.

a. The Contractor shall only remove eligible C&D debris which is placed within the City's ROW.

b. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site.

c. The Contractor shall, to the extent possible, keep separate C&D materials from other debris, so that loads are primarily of similar materials.

d. The City or its authorized representative shall document the load by means of the load ticket.

e. All eligible C&D debris loads shall be transported to the City's TDSR site or approved final disposal facility.

f. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

13. Multiple Passes.
The City may require multiple passes to remove the disaster debris from the public rights of way (ROW) and public facilities, private property or ROW – as authorized by the City. The number of passes conducted will be authorized in writing by the City and based upon debris assessments.

14. Temporary Debris Staging and Reduction (TDSR) Site and Operations.

a. Contractors shall deliver all disaster related debris to the City's authorized final disposal site locations, unless otherwise instructed by the City. The City may authorize multiple TDSR sites in order to efficiently store and process the volumes of disaster related debris materials.

b. The City may require TDSR site locations and require Contractor assistance to select suitable sites, perform baseline soil and groundwater testing, and site preparation/operations.

c. The Contractor shall provide all management and operational services at the City's authorized TDSR site locations.

d. The Contractor shall submit a site layout plan and operations plan to the City for review. At a minimum the plan shall address the following:

(1) Site management, including a point of contact and organizational chart
(2) Traffic control procedures and on-site traffic patterns
(3) Material Management Plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on site.
(4) Site safety plan
(5) Hazardous and toxic waste materials plan.
(6) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
(7) Remediation and site restoration plan.

e. The Contractor shall document by photographs and video recordings, each City TDSR site prior to operations to establish baseline conditions of the site. A copy will be provided to the Debris Manager.

f. The Contractor shall be responsible for constructing and/or erecting an inspection tower at each TDSR site for the purposes of inspecting and documenting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof which allows for some protection from weather conditions.

g. The Contractor shall manage and supervise the TDSR site to accept eligible debris collected under this Contract and other contracts or agreements approved by the City.

h. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on site roadway maintenance, portable sanitation facilities, security, and safety measures.

i. The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris at the TDSR site and shall ensure that the eligible debris remains segregated at the facility.

j. The Contractor shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to effectively and efficiently reduce the volume of the eligible debris prior to final disposal.

k. The Contractor shall provide mechanized equipment to facilitate the loading and removal of mulch materials from the TDSR site locations.

l. The Contractor shall be responsible for the removal and lawful disposal of all debris from the TDSR site. Within thirty (30) days of the completion of the debris operations, the Contractor shall restore the site to its pre-disaster condition to the satisfaction of the City.

15. Removal of Eligible Stumps.
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible hazardous stumps from the City's ROW as follows:

a. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

b. The stump shall be greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base.

c. The stump root ball is exposed by 50% or greater.

d. The stump is located in the ROW or on improved public property and poses a danger to the public's health and safety.

e. The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the stump.

f. Hazardous stumps, which meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.

g. Costs for the removal of hazardous stumps shall be invoiced separately.

h. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized representative.

i. The eligible hazardous stump shall be transported to the City's TDSR site or to the City's designated final disposal site.

j. Stumps measuring less than twenty-four (24) inches in diameter, which require extraction, shall be converted to a cubic yard measurement by the conversion table included in the FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility policy.

k. Stumps, which are placed on the ROW by others shall not be eligible for hazardous stump unit pricing.

l. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.

m. Stumps that have less than 50% of the root ball exposed shall be flush cut at the ground and the cut

n. portion included with regular vegetative debris.

16. Removal of Eligible Hazardous Limbs (Hangers).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to remove and collect eligible hazardous limbs (hangers) from the City's ROW and improved public property which pose a threat to life, public health and safety.

a. The Contractor shall remove only hazardous limbs (hangers) which meet the following eligibility criteria in addition, are authorized by the City or its designated representative:
(1) The hazardous limb shall measure two (2) inches in diameter or greater.
(2) The hazardous limb must pose an immediate threat to life, public health or safety or poses an immediate threat of significant damage to improved property.

(3) The hazardous limb is still hanging in the tree above public property (ROW) or improved public property.

b. The City or authorized representative shall measure and document the hazardous limb prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the hazardous limb.

c. The eligible hazardous limb shall be cut at the closest main branch junction.

d. The eligible hazardous limb shall be placed in the ROW, collected and hauled to the City's TDSR site or to the final disposal site.

e. If the hazardous limb does not extend over public property that limb is not eligible.

f. Costs for the removal of hazardous limbs shall be invoiced separately.

17. Household Hazardous Waste (HHW) Removal.
The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a hazardous waste facility.

a. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility.

c. Eligible household hazardous waste shall be documented by means of a load ticket by the City or its authorized representative.

18. ROW White Goods Removal.
The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible white goods from the ROW.

a. White goods containing refrigerants, oils, and similar substances, shall be removed from the ROW and loaded onto a vehicle, so as to prevent such materials from escaping from the unit.

b. All refrigerants, oils, and similar materials shall be removed by the Contractor's qualified technicians or transported to a facility for the removal of said materials, and disposed of or recycled according to all federal, state, and local rules and regulations.

c. White goods containing food items shall be decontaminated in accordance with federal, state, and local law prior to disposal/recycling.

d. Eligible white goods removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.

e. All documentation with regard to the removal and disposal of refrigerants, oils, and similar substances shall be submitted to the City before payment is made.

f. White goods shall be transported to a designated City approved recycling facility.

19. ROW Electronic Waste Removal

The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible electronic waste from the ROW.

a. Eligible electronic waste removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.

b. The Contractor shall dispose of the waste at a facility approved by the City.

20. Other Services

Additional services may be requested by the City not specifically covered under the Scope of Work. As directed by the City and upon written authorization, the Contractor shall provide all labor, equipment, materials, fuel, traffic control, and signage, to perform the additional services including but not limited to:

a. Demolition of Structures and Debris Removal.
The Contractor shall provide services for the demolition of structures, which pose a significant threat to the public health, safety, and economic recovery of the community. The City shall provide the ROE/Hold Harmless Agreements ad provide the legal and operational procedures, which comply with all federal, state, and local rules, regulations and policies.

b. Storm Drain and Catch Basin Debris Removal.
The Contractor shall remove all eligible debris from the City's maintained storm drains and catch basins and transport the debris to the City's designated disposal facility.

c. Dead Animal Carcass Removal.
The Contractor shall collect, haul and dispose of dead animal carcasses including, but not limited to, large animals, livestock, and poultry. The City shall designate the final disposal site.

d. Abandoned Vehicle or Derelict Vessels
The Contractor shall remove eligible abandoned vehicles or derelict vessels in areas identified and approved by the City and subsequently transported to a City approved staging area.

e. Waterborne Debris.
The Contractor shall remove eligible waterborne debris as identified and approved by the City and subsequently transported to a City approved staging area or the City's designated disposal facility.

Exhibit "C"
Federal Contract Required Clauses

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes of this Exhibit "C," the Monitor may also be referred to as "Contractor" or "Prime Contractor." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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5. Federal Water Pollution Control Act
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23. Additional FEMA Requirements.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:

   a. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

   d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

   a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   b. These affirmative steps shall include:

      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

   c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

   d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

   e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))
Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

10. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

12. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance.

Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non- federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

14. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

15. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
b. Prohibitions.
   (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head

of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.

18. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this Contract for cause and convenience.

c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

19. WHISTLEBLOWER PROTECTION ACT

a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably

believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

20. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability.

This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

A. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

B. All prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144

and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.

C. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

D. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.

F. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

<u>"Compliance with the Copeland "Anti-Kickback" Act.</u>

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

23. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

A. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

B. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

C. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the Contract."

Mr. Brian Mansfield
Fire Marshal and EM Director
City of Friendswood
1600 Whitaker Drive
Friendswood, TX 77546

28 May 2025

RE: Contract Renewal for Debris Removal Services (RFP 2022-12)

Dear Mr Mansfield

KDF Enterprises has been providing the City of Friendswood, services per our contract for pre-disaster Debris Removal Services (RFP 2022-13) signed July 26th 2022. The contract stated it shall be for (3) consecutive years with the option to renew for additional (1) year periods.

If the City of Friendswood agrees to renew the existing contract, please sign the renewal acceptance below and return to KDF Enterprises. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new renewal date of July 25th 2026.

Sincerely

Matthew Avery
KDF Enterprises LLC

Signature page below:

Contract Renewal for Debris Removal Services (RFP 2022-12) extension to July 25th 2026.

Acknowledgement signed on behalf of the City of Friendswood.

Name _____

Signature_____

Date_____

Acknowledgement signed on behalf of KDF Enterprises

Name Matthew Avery

Signature Matthew Avery

Date 5/28/25

Emergency Debris Removal
Pre-Event Contract

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Emergency Debris Removal Pre-Event Contract (the "Contract"), made and entered into on this 26th day of July, 2022, by and between KDF Enterprises, LLC, a Georgia limited liability company, hereinafter called the "Contractor," and the City of Friendswood, a municipal corporation located in Harris and Galveston Counties, Texas, hereafter referred to as the "City."

WHEREAS, it is in the public interest to provide for the expedient removal of event debris within the corporate limits of the City plus recovery technical assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, the City has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the City by such storms or manmade disasters; and

WHEREAS, the public health and safety of the citizens, City personnel, and others will be at serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime emergency debris removal companies may be severely limited; and

WHEREAS, the Contractor has the experience, equipment, manpower, permits and licenses to perform all disaster-related debris services; and

WHEREAS, the City and the Contractor have agreed to the scope of services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the premises contained herein and acknowledged by both parties, the parties do agree as follows:

1. SERVICES

1.1 In General:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all disaster-generated debris, including, but not limited to, debris stemming from vegetation, demolition, construction, household goods (which are also referred to herein as "white goods" and include household and industrial appliances), hazardous, and industrial waste materials (hereinafter referred to as "debris"), and within the time specified within this Contract. Emergency push, debris removal and demolition of structures will be limited to that which is determined in the sole discretion of the City:

a. to eliminate immediate threats to life, public health, and safety;
b. to eliminate immediate threats of significant damage to improved public or private property; and
c. to be essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public, school properties, including any other locally owned facility or site as may be directed by the City. Services, as specified in Exhibit "B," which is attached hereto and incorporated herein, will only be performed when requested in writing by the City in accordance with all federal requirements and all applicable disaster management plans.

1.2 NTP:

Once it has been determined that any of the various locations of property owned by or under control of the City could (or has) received damage from a natural or manmade disaster, the City may issue a Notice to Proceed ("NTP") to the Contractor to submit the required bonds and begin work. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor may, at the sole discretion of the City, haul debris directly to a final disposal site outside of the legal boundaries of the City.

1.3 Contractor's Responsibilities:

Contractor's duties hereunder shall include, but not be limited to, project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose of all storm-related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager, Director of the Office of Emergency Management or other designee. For the required initial response, Contractor agrees to have a Contractor's representative physically present at the Friendswood Emergency Operations Center within twelve (12) hours after notification of need. Contractor shall commence the performance of the work required in the NTP within twenty-four (24) hours of issuance of NTP. Should the work described in the NTP not be fully underway within seventy-two (72) hours of the NTP, Contractor will be assessed liquidated damages as described herein.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contract documents or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

2.2 Cost of Services:

a. The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including, but not limited to, that which is set out in Section 1, plus applicable permit and license.

b. The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

c. The City shall withhold interest-free a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

d. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as determined by the City, the Contractor shall be reimbursed as specified in Exhibit "A." The Contractor guarantees the City that the prices to be charged hereunder as specified in Exhibit "A" or otherwise shall be no higher than those charged the Contractor's most favored customer for the same or substantially similar service. If any of the prices specified herein are higher, the Contractor shall reduce the prices so that the City receives the same or better pricing than Contractor's most favored customer.

e. In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

2.3 Matters Related to Performance:

2.3.1 Subcontractors:

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. Before using the services of a subcontractor, the Contractor must supply the names and addresses of subcontractors and material suppliers for approval by the City and must update the list annually and in the event of any changes. This notification should be provided to the Fire Marshal/ Emergency Management Coordinator, the Director of Public Works, and the Director of Engineering. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor, which complies with the terms and conditions of this Contract as well as all applicable federal, state and local laws and regulations. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local subcontractors. If the City judges any subcontractor to be failing to perform work in strict accordance with this Contract and all applicable laws, rules and regulations, the Contractor shall discharge such subcontractor. However, such discharge does not in any way relieve Contractor from its obligations and responsibilities under this Contract. Additionally, the City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

2.3.2 Indemnification:

THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION AND ALL SECTIONS HEREUNDER COLLECTIVELY REFERRED TO AS "CITY"), 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 CONTRACT AND/OR THE SERVICES PERFORMED HEREUNDER, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONTRACTOR OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE CONTRACTOR TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'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 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 OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnities provided for herein, including, but not limited to, those elsewhere in this Contract, will survive the expiration or termination of this Contract.

2.3.3 Insurance:

Throughout the term of this Contract, the Contractor at its 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 operations and/or performance of the work under this Contract, whether such operations and/or performance be by the Contractor, its 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.

The Contractor's insurance coverage shall be primary insurance with respect to the City and its officers and agents. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insureds under its commercial general liability policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

(1) Workers' Compensation Policy

- Statutory amounts required by Texas law.
- Employer's Liability of $1,000,000.
- Waiver of subrogation required.

(2) Commercial General Liability Policy

- General aggregate of $5,000,000.
- Contractors Protective Liability of $3,000,000.
- Products and Completed Operations Aggregate of $3,000,000.
- Personal and Advertising Injury of $1,000,000.
- Minimum of $1,000,000 per occurrence.
- Fire Damage of $100,000.
- Property Damage of $1,000,000; each accident $2,000,000 aggregate.
- Coverage shall be broad form.
- Waiver of subrogation required.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(3) Business Automobile Liability Policy, which shall include the following:

- Combined Single Limits of $2,000,000.
- Coverage for "Any Auto."
- Waiver of subrogation required.

(4) Excess Liability

- Limit: $4,000,000.
- Waiver of subrogation required.

Certificates of Insurance provided to the City 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.

The following are general requirements which are applicable to all policies:

- General Liability and Automobile Liability insurance 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 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.
- With respect to the services provided herein, the City and its officers and employees are to be added as "Additional Insureds" to all commercial general liability, business automobile liability, and excess liability

policies. The coverage shall contain no special limitation on the scope of protection afforded to the City.

- A waiver of subrogation in favor of the City must be included.
- Upon request, certified copes of all insurance policies, declaration pages and/or certificates of insurance shall be furnished to the City at no expense to the City.

2.3.4 Release:

The Contractor shall assume full responsibility for its services 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 the services provided. This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the services provided whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

2.3.5 Bonds:

Upon receipt of an NTP, Contractor shall provide payment bond and performance bond for the entire estimated award amount of this Contract. Both the Contractor and the City agree that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract, and it is agreed that the Contractor must provide such performance and payment bonds to the City prior to performing under the NTP.

Bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. Such payment and performance bonds shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the Contractor to so comply with the terms of his proposal. If the Contractor furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas.

The surety on Contractor's bonds must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- ❒ hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or

- ❒ have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws.

2.3.6 Liquidated damages:

It is expressly understood and agreed by the parties that time is of the essence to this Contract and that the minimum level of service commitment as well as the dates set for the commencement and final completion of the work described herein are essential conditions of this Contract. It is further understood and agreed that the dates associated therewith are reasonable, taking into consideration all conditions. If the Contractor should neglect, fail, or refuse to meet these essential conditions or any proper extension thereto granted in writing by the City, then the Contractor hereby agrees, as a part of the consideration for the awarding of this Contract, that the City may withhold permanently from any amounts due the Contractor the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) for each and every **calendar** day that the Contractor is in default after the date stipulated, not as a penalty, but as liquidated damages for the breach of the Contract. The amount of liquidated damages for the Contractor's failure to meet the deadlines for these essential conditions is fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be the damages that the City would sustain and may, at the option of the City, be retained from final payment or any other payment made hereunder.

2.4 Federal Contract Required Clauses. The Federal Contract Required Clauses as detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes, shall apply to this Contract to the extent applicable. Should there be a conflict between the provisions of this Contract and those in Exhibit "C" the more stringent shall control, except as otherwise required by law.

3. STANDARDS OF PERFORMANCE

3.1 The Contractor Representative:

The Contractor shall have a knowledgeable and responsible representative report to the City's Emergency Management Coordinator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract.

3.2 Mobilization:

When the written NTP has been received by the Contractor and/or the on-site Contractor Representative, the Contractor shall make all necessary arrangements to mobilize forces within 24 hours to commence and conduct these services, unless a shorter period of time is specified herein.

3.3 Safety:

The Contractor shall exercise necessary precautions at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1 of this Contract. A completion date shall be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris. The Contractor will adhere to a "clean as you go" policy. The Contractor shall supervise and enforce such policy during debris management operations. The Contractor shall ensure that the clean-up and/or remediation site(s) are restored to its pre-release condition or as approved by the City.

3.6 Extensions:

Time is of the essence in this Contract and the commencement of services shall be as set out in Section 3.2. Additionally, this Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.7 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date this Contract is executed by the City Manager and may be renewed for additional one-year periods. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the proposal and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract.

3.8 Contract Termination:

This Contract may be terminated by either party upon thirty (30) calendar days' prior written notice to the other party in the event of substantial failure by a party to perform in accordance with the terms of the Contract through no fault of the other party. Should the substantial failure identified in the notice of termination be cured within the thirty (30) calendar day period, the Contract shall not terminate. Should the Contractor be terminated, the Contractor shall be paid for services rendered to the City through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

a) Stop work on the date and to the extent specified;
b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
c) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
d) Continue and complete all parts of the work that have not been terminated.

After any such termination, Contractor shall be further subject to any claim City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

In addition, the City may terminate this Contract, without cause, upon thirty (30) days' written notice to the Contractor.

3.9 Performance Remedy Notification:

a. In addition to the remedies afforded the City elsewhere in this Contract, including those specified in Section 3.7, the Contractor's failure to meet the minimum level of service commitments described in subsection b of this section, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so shall result in the assessment of liquidated damages against the Contractor.

b. The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City, which shall be based on the actual severity and impact of the event.

4. GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The City may be required to enter into agreements with federal and/or state agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements with federal or state agencies, regardless of the additional burdens of compliance. The City shall provide the Contractor with copies of such agreements.

4.2 City's Obligations:

The City shall furnish all information and documents necessary for the commencement of services, to include a valid, written NTP. A representative shall be designated by the City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written NTP. City is responsible for issuing all Public Service Announcements (PSA) to advise property owners and others and agencies of the available debris services. The Contractor shall assist the City with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a professional, workmanlike manner. The Contractor and its subcontractors shall exhibit respect to all persons with whom the Contractor comes in contact in the performance of the services under this Contract and shall exhibit respect for all public and private properties. All operations shall be subject to the review of the City. The Contractor shall ensure that its workforce, including subcontractors, are self-sufficient with regards to fuel,

vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

4.4 Supervision:

The Contractor will supervise and/or direct all services required hereunder whether performed by performed by its employees, agents and subcontractors. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on each work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City's Authorized Representative shall be as binding as if given to the Contractor. Employees of the Contractor and any subcontractor must wear readily identifiable phot identification at all times when working in Friendswood.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report all damages to the City's Emergency Management Coordinator or designee in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill Contractor for the damages, withhold funds due to Contractor, or the Contractor may also repair the damage to the satisfaction of the City.

4.6 Other Contractors:

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the City, federal, state and local governments and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris:

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris shall consist of, but not be limited to, vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the City and all debris must be disposed of in accordance with all applicable federal, state and local laws and regulations.

4.8 Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris, including regulated hazardous waste. The locations of the TDSRS and final disposal sites shall be determined by the City and utilized by the Contractor. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City.

4.9 Corrective Actions Required of Contractor:

When instructed by the Emergency Management Coordinator or designee, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this Contract, as determined by the City in its sole discretion and notify the City within 24 hours.

5. GENERAL TERMS AND CONDITIONS

The Contractor shall, to every extent possible, give priority to utilizing resources within the City's territory. Local preferences will include, but not be limited to, procurement of services, supplies and equipment, plus awarding subcontracts and employment to the local workforce.

5.1 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2 Price for Emergency Push/Road Clearance:

The Contractor shall invoice the City and be paid for this service in accordance with the rates as set out within this Contract.

5.3 Unit Price for Debris:

The unit price for all structures or debris will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City in accordance with the rates within this Contract.

5.3.1 Fixed Rate:

The fixed rate price will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City.

5.4 Billing Cycle:

The Contractor shall invoice the City on a weekly, bi-weekly or monthly basis, based on the City's preference.

5.5 Payment Responsibility:

Payment will be made to the Contractor within thirty (30) days after receipt of an invoice approved by the City and its debris monitor.

5.6 Tipping Fees:

All Tipping Fees paid by the Contractor shall be reimbursed at cost to the Contractor by the City upon submittal of appropriate receipts.

5.7 Ineligible Work:

The Contractor shall not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps not authorized by the City or that is determined by the City as ineligible debris unless the Contractor was directed to perform the work by the City or City's Representative.

- **Eligibility Inspections:**
  City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

- **Eligibility Determinations:**
  If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and

certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.8 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Contract shall be made available to any individual or organization by the Contractor without prior written approval of the City.

5.9 Assignment:

The Contractor shall not sell, assign, or transfer any of its rights or obligations under this Contract, in whole or in part, without prior written consent of the City.

5.10 Multiple Originals:

It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

5.11 Captions:

Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any section in this Contract.

5.12 Independent Contractor:

Contractor shall perform its obligations under this Contract as an independent contractor and not as an employee of the City.

5.13 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail to the following address, as applicable:

KDF Enterprises, LLC
Attn: President
370 Mountain View Road
Springville, Alabama 35146

City of Friendswood, Texas
Attn: City Manager
901 S. Friendswood Drive
Friendswood, Texas 77546

5.14 Applicable Law:

The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to Contractor's operations under this Contract. This Contract shall be governed by the laws of the State of Texas. Venue for all purposes shall be in Galveston County, Texas.

5.15 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained

herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

5.16 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract by either party.

5.17 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Contract will remain in full force and effect.

5.18 Authority.

The Contractor and the City agree that the persons signing this Contract on behalf of the parties has the authority to bind the party, which he/she represents.

6. EXHIBITS

6.1 Pricing Schedules are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

6.2 The Scope of Services is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

6.3 Should there be a conflict between any of the terms and conditions specified in this Contract and in the Exhibits, the more stringent shall apply.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective on the 26th day of July, 2022, which is the date the City Manager executed this Contract.

CITY: **CITY OF FRIENDSWOOD, TEXAS**

By: _____
MORAD KABIRI, City Manager

ATTEST:

_____
LETICIA BRYSCH, City Secretary

CITY OF FRIENDSWOOD STATE OF TEXAS

CONTRACTOR: **KDF ENTERPRISES, LLC**

By: _____
Printed Name: Marc Watkins
Title: Vice President of Operations

ATTEST:

By: _____
Printed Name: Jaime N. Watson
Title: Proposal Writer / Notary

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Exhibit "A"
Pricing Schedule

Item No.	Description	Unit	Cost Per Unit
	ROW Vegetative Debris Removal		
A-001	Pick up eligible vegetative debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	$7.95
	ROW C&D Debris Removal (Collect & Haul)		
B-001	Pick up eligible C&D debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	$8.85
	Demolition, Removal and Transportation of Eligible Structures		
Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved			
C-001	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	$25.00
C-002	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with regulated asbestos containing (RACM) C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	$35.00
	TSDR Management and Operations		
D-001	Consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris.	Cubic Yard	$2.00
	Reduction of Storm Generated Debris through Griding		
E-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through grinding.	Cubic Yard	$2.95
	Reduction of Storm Generated Debris Through Air Curtain Incineration		
F-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through compaction.	Cubic Yard	$0.50
	Reduction of Storm Generated Debris Through Air Curtain Incineration		
G-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through Air Curtain Incineration.	Cubic Yard	$1.95
	Reduction of Storm Generated Debris Through Controlled Open Burning		
H-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through controlled open burning.	Cubic Yard	$1.65
	Haul-out of Reduced Debris to Final Disposal site		
I-001	Consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility	Cubic Yard	$5.50

Item No.	Description	Unit	Cost Per Unit
Removal of Eligible Hazardous Leaning Trees and Hanging Limbs			
Consists of removing eligible leaning or hanging limbs and placing them on the ROW for haul-off			
J-001	6-inch to 12-inch diameter	Tree	$200.00
J-002	13-inch to 24-inch diameter	Tree	$200.00
J-003	25-inch to 36-inch diameter	Tree	$200.00
J-004	37-inch to 48-inch diameter	Tree	$200.00
J-005	49-inch and larger diameter	Tree	$200.00
	Hanger Removal (per tree)	Tree	$90.00
Removal of Hazardous Stumps			
Consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.			
K-001	25-inch to 36-inch diameter	Stump	$200.00
K-002	37-inch to 48-inch diameter	Stump	$300.00
K-003	49-inch and larger diameter	Stump	$400.00
Reduction of Storm Generated Debris Through Compaction			
L-001	Consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	$150.00
Reduction of Storm Generated Debris Through Compaction			
M-001	Consists of the removal of abandoned vessels on land in areas identified and approved by the applicant and subsequently transported to an approved staging area	Linear Foot	$75.00
M-002	Consists of the recovery of abandoned vessels in water in areas identified and approved by the applicant and subsequently transported to an approved staging area	Linear Foot	$165.00
Eligible Animal Carcass Removal and Disposal			
N-001	Consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	$50.00
ROW White Goods Debris Removal (Collect & Haul			
O-001	Consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods	Unit	$35.00
Freon Removal (Collect & Haul)			
P-001	Consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants	Unit	$40.00
Fill Dirt			
Q-001	The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City	Cubic Yard	$10.00
Electronic Waste Removal			
R-001	Consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	Unit	$.15.00
Household hazardous Waste Removal			
S-001	Consists of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.	Pound	$9.95

Note: All disposal/tipping fees for all line items will be a pass-through cost at no markup.

Logistical Services Fee Schedule	
Equipment Type	**Hourly Rate**
Air Curtain Pit Burner	$ 250.00
Air Curtain Refractory Incinerator	$ 255.00
Bobcat Loader	$ 145.00
Bucket Truck w/Operator	$ 275.00
Chipper/Mulcher (8" throat)	$ 245.00
Chipper/Mulcher (12" throat)	$ 265.00
Crash Truck w/Impact Attenuator	$ 185.00
Dozer, Tracked, D5 or similar	$ 200.00
Dozer, Tracked, D6 or similar	$ 200.00
Dozer, Tracked, D7 or similar	$ 200.00
Dozer, Tracked, D8 or similar	$ 200.00
Dump Truck, 18 CY-20 CY	$ 120.00
Dump Truck, 21 CY-30 CY	$ 130.00
Generator and Lighting	$ 80.00
Grader w/12' Blade	$ 100.00
Hydraulic Excavator, 1.5 CY	$ 175.00
Hydraulic Excavator, 2.5 CY	$ 185.00
Knuckleboom Loader	$ 250.00
Lowboy Trailer w/Tractor	$ 140.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	$ 225.00
Pickup Truck, ½ Ton unmanned	$ 40.00
Soil Compactor 81 HP+	$ 200.00
Soil Compactor 80 HP	$ 150.00
Soil Compactor, Towed Unit	$ 100.00
Stump Grinder 30" diameter or less	$ 325.00
Stump Grinder greater than 30" diameter	$ 375.00
Traffic Control, Temporary Single Lane Closure	$ 500.00
Tub Grinder, 800 to 1,000 HP	$ 700.00
Waste Collection Rear Loader Truck	$ 245.00
Water Truck	$ 100.00
Wheel Loader, 2.5 CY, 950 or similar	$ 195.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	$ 215.00
Wheel Loader, 4.5 CY, 980 or similar	$ 230.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	$ 195.00
Labor Type	**Hourly Rate**
Project Manager with Cell Phone and Vehicle	$ 80.00
Operations Manager with Cell Phone and vehicle	$ 90.00
Crew Foreman with Cell Phone and Vehicle	$ 75.00
Tree Climber with Chainsaw and Gear	$ 90.00
Laborer with Chainsaw	$ 45.00
Laborer	$ 40.00
Bonded and Certified Security Personnel	$ 85.00
Driver	$ 45.00
Equipment Operator	$ 45.00
Field Superintendent	$ 80.00
Traffic control or flag person	$ 45.00
Safety Inspector	$ 75.00

Logistical Services Fee Schedule		
Equipment Type	**Unit**	**Unit Price**
Dehumidifier Equipment		
Dehumidifiers	Day	$ 150.00
Large Dehumidifiers	Day	$ 250.00
Air Movers	Day	$ 55.00
Vehicles/Transportation		
All Terrain Vehicle	Day	$ 300.00
Pickup Truck	Day	$ 350.00
Pickup Truck Extended Cab	Day	$ 350.00
Pickup Truck 4 X 4	Day	$ 400.00
Pickup Truck 1 Ton	Day	$ 450.00
Box Truck	Day	$ 650.00
Passenger Car	Day	$ 300.00
20' Response Trailer	Day	$ 595.00
36' Response Trailer	Day	$ 695.00
Office Trailer	Day	$ 650.00
Flatbed Trailer	Day	$ 250.00
Vehicle Use- Pickups, Vans, Cars	Mile	$ 4.50
Vehicle Use- Trailers, Heavy Trucks	Mile	$ 5.50
12' Work Boat W/Motor	Day	$ 450.00
12' Work Boat W/O Motor	Day	$ 400.00
Vacuum Truck 3500 Gallon	Day	$ 2,980.00
Personal Protective Equipment (PPE)		
Level A Employee Fully Encapsulated Suit, Scba, 1 Scba Bottle, Gloves and Boots (Does Not Include Suit, Glove, Or Boot Replacement)	Day	$ 758.00
Level B Employee Protective Coverall, Scuba or Airline Respirator, Gloves, Boots, and Hard Hats (Does Not Include Coverall or Glove Replace.)	Day	$ 380.00
Level C Employee Protective Coverall, Half Or Full Face Respirator, Cartridges, Gloves, Boots, And Hard Hats (does not include Coverall, Cartridge, or Glove Replacement)	Day	$ 235.00
Scba Bottles Refill- after the first included in Level A & B Charge above	Each	$ 57.00
Cascade Air System per Employee	Day	$ 119.00
Air Filtration Panel	Day	$ 230.00
Airline Respirator each includes 150 feet of Airline	Day	$ 100.00
Respirator Airline 50' Section	Each	$ 20.50
Respirator Cartridges	Pair	$ 40.00
Level A Suit- Kappler Responder or Equal	Each	$ 995.00
Level B Suit- Kappler Responder or Equal	Each	$ 610.00
Tyvek	Each	$ 7.95
Proshield	Each	$ 12.60
Saranex	Each	$ 23.80
Acid Suit	Each	$ 144.00
Rain Suit	Each	$ 147.80
Neoprene Gloves	Pair	$ 19.00
Nitrile Gloves	Pair	$ 22.40
Silvershield Gloves	Pair	$ 40.25

Logistical Services Fee Schedule		
Equipment Type	**Unit**	**Unit Price**
PVC Gloves	Pair	$ 12.80
Cotton or Latex Gloves	Pair	$ 3.20
Leather Work Gloves	Pair	$ 19.10
Pvc Boots (Hazmax)	Pair	$ 29.92
Boot Covers	Pair	$ 10.92
Hearing Protection	Pair	$ 3.17
High Hazard Personnel Decontamination	Day	$ 515.00
Low Hazard Personnel Decontamination	Day	$ 280.00
Portable Eyewash Station	Day	$ 56.00
First Aid Station	Day	$ 30.50
Personnel Retrieval System	Day	$ 450.00
Personnel Retrieval Harness	Day	$ 98.00
Monitoring/Sampling Equipment		
Combustible Gas Indicator	Day	$ 105.00
Toxic Gas Detector	Day	$ 95.00
Photoionization Detector	Day	$ 160.00
Hazcat Kit	Day	$ 80.00
Detector Tubes	Ten Pack	$ 80.00
Ph Paper	Pack	$ 15.90
Spill Classifier	Strip	$ 35.00
Personnel Air Sampling Pump	Day	$ 65.00
Asbestos Bulk Sample	Each	$ 39.50
Hand Auger Stainless Steel	Day	$ 56.00
Recovery Equipment		
Hand Operated Transfer Pump	Day	$ 1,000.00
1" Diaphragm Pump	Day	$ 1,600.00
2" Diaphragm Pump	Day	$ 2,150.00
2" Diaphragm Pump S. S.	Day	$ 3,100.00
3" Diaphragm Pump	Day	$ 2,800.00
1" Suction Or Discharge Hose	Day	$ 720.00
2" Suction Or Discharge Hose	Day	$ 950.00
3" Suction Or Discharge Hose	Day	$ 1,500.00
2" Chemical Suction Or Discharge Hose	Day	$ 2,800.00
3" Chemical Suction Or Discharge Hose	Day	$ 5,950.00
Small Compressor	Day	$ 950.00
185 Cfm Compressor	Day	$ 590.00
Airhose Section	Day	$ 310.00
Miscellaneous Equipment		
Spike Bar	Day	$ 58.00
Airless Sprayer	Day	$ 170.00
Pressure Washer	Day	$ 152.00
Water Hose Section (Garden)	Each	$ 73.00
Cutting Torch	Day	$ 105.00
Wire Welder	Day	$ 157.00
Air Blower	Day	$ 90.00
Hepa Vac	Day	$ 145.00
Barrel Cart	Day	$ 74.00
Wheelbarrow	Day	$ 63.00
Oil Dry Spreader	Day	$ 73.00

Logistical Services Fee Schedule		
Equipment Type	**Unit**	**Unit Price**
Traffic Control Vests, Coness, Flags, Barrels, Etc. (One Crew)	Day	$ 335.00
Drill With Bits	Day	$ 65.00
Grounding Cable And Rod	Day	$ 113.00
Circular Saw	Day	$ 85.00
Hand Tools Per Employee Shovels, Scoops, Brooms, Rakes, Hoes, Etc.	Day	$ 90.00
Leaf Blowers	Day	$ 100.00
Tool Kit Hammers, Pliers, Screwdrivers, Etc.	Day	$ 120.00
Wrench Kit Bung Wrench, Speed Wrench, Pipe Wrench, Sockets, Channel Locks	Day	$ 120.00
Step Ladders	Day	$ 65.00
Extension Ladders	Day	$ 90.00
Photographic Equipment	Day	$ 95.00
Flashlights	Each	$ 25.00
Handheld Radios	Day	$ 325.00
Materials/Disposables		
5" X 10' Absorbent Boom- Petroleum	Each	$ 78.00
8" X 10' Absorbent Boom- Petroleum	Each	$ 135.00
3" X 12' Absorbent Boom- Universal	Each	$ 48.00
Absorbent Pads Bundle- Petroleum	Each	$ 140.00
Absorbent Pads Bundle- Universal	Each	$ 190.00
Absorbent Clay Bag	Each	$ 15.00
Oil Dry	Each	$ 10.00
Peat Moss	Each	$ 16.00
Vermiculite	Each	$ 25.00
Soda Ash Bag	Each	$ 15.00
4 Mil 20 X 100 Polyethylene	Each	$ 63.00
6 Mil 20 X 100 Polyethylene	Roll	$ 88.00
6 Mil Bags	Each	$ 2.00
Duct Tape	Roll	$ 11.00
55-Gallon Drums	Each	$ 72.00
55-Gallon Drum Liners 10 Mil	Each	$ 55.00
Fiber Drums	Each	$ 45.00
30-Gallon Overpack	Each	$ 150.00
95-Gallon Poly Overpack	Each	$ 350.00
Dot Hazardous Waste Labels	Each	$ 3.00
Fire Extinguisher	Each	$ 64.00
Caution/Hazard Tape	Each	$ 48.00
Respirator Wipes	Each	$ 4.00
Kappler Tape	Roll	$ 72.00
High Volume Diesel Powered Suction Lift Trash Pump With Speed Adjustment 4x4	Per Month	$ 7,400.00
High Volume Diesel Powered Suction Lift Trash Pump With Speed Adjustment 6x6	Per Month	$ 11,025.00
High Volume Diesel Powered Suction Lift Trash Pump With Speed Adjustment 8x8	Per Month	$ 15,425.00
High Volume Diesel Powered Suction Lift Trash Pump With Speed Adjustment 12x12	Per Month	$ 19,350.00

Logistical Services Fee Schedule		
Equipment Type	**Unit**	**Unit Price**
Composite Quick Connect Suction Hose, 8 Ft Length, 20psi 4 Inch	Per Month	$ 1,160.00
Composite Quick Connect Suction Hose, 8 Ft Length, 20psi 6 Inch	Per Month	$ 1,440.00
Composite Quick Connect Suction Hose, 8 Ft Length, 20psi 8 Inch	Per Month	$ 1,840.00
Composite Quick Connect Suction Hose, 8 Ft Length, 20psi 126 Inch	Per Month	$ 2,360.00
Quick Connect Discharge Hose, 50 Ft Length, 50psi 4 Inch	Per Month	$ 1,160.00
Quick Connect Discharge Hose, 50 Ft Length, 50psi 6 Inch	Per Month	$ 1,320.00
Quick Connect Discharge Hose, 50 Ft Length, 50psi 8 Inch	Per Month	$ 2,240.00
Quick Connect Rigid Piping, 10 Ft Length, 175psi, 4 Inch	Per Month	$ 1,000.00
Quick Connect Rigid Piping, 10 Ft Length, 175psi, 6 Inch	Per Month	$ 1,400.00
Quick Connect Rigid Piping, 10 Ft Length, 175psi, 8 Inch	Per Month	$ 1,800.00
Quick Connect Rigid Piping, 10 Ft Length, 175psi, 12 Inch	Per Month	$ 2,600.00

Generator Pricing Schedule							
Equipment	KW	Hourly	Daily	Weekly	Monthly	Delivery/Set Up 1 time fee	Monthly Maintenance Price Per Month
Generator	up to 25	$ 51.00	$ 510.00	$ 2,805.00	$ 9,817.50	$ 51.00	$ 510.00
Generator	56	$ 60.00	$ 600.00	$ 3,300.00	$ 11,550.00	$ 60.00	$ 600.00
Generator	100	$ 72.00	$ 720.00	$ 3,960.00	$ 13,860.00	$ 72.00	$ 720.00
Generator	175	$ 145.50	$ 1,455.00	$ 8,002.50	$ 28,008.75	$ 145.50	$ 1,455.00
Generator	250	$ 207.00	$ 2,070.00	$ 11,385.00	$ 39,847.50	$ 207.00	$ 2,070.00
Generator	500	$ 367.50	$ 3,675.00	$ 20,212.50	$ 70,743.75	$ 367.50	$ 3,675.00
Generator	800	$ 540.00	$ 5,400.00	$ 29,700.00	$ 103,950.00	$ 540.00	$ 5,400.00
Generator	1000	$ 696.00	$ 6,960.00	$ 38,280.00	$ 133,980.00	$ 696.00	$ 6,960.00
Generator	1500	$ 1,059.00	$ 10,590.00	$ 58,245.00	$ 203,857.50	$ 1,059.00	$ 10,590.00

LOGISTICAL SERVICES FEE SCHEDULE				
SATELLITE COMMUNICATIONS - The Proposer shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
Equipment/Labor Description	**UOM**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**	
Rental of Equipment – Capability of calling nationwide from Texas – no additional roaming or long distance charges	Per Unit	$ 250.00	$ 950.00	
Per Minute Charge for Usage	Per Minute	$ 1.50		
REEFER & REFRIGERATED CONTAINERS - The Proposer shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Hourly Pricing Schedule.				
Equipment/Labor Description	**Indicate Minimum Size Of Units**	**Maximum Unit Price**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**
Refrigeration Containers - 1 temperature setting (refrigerate or freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	53' - 3675 CF capacity - 15,000 lb capacity		$ 7,000.00	$ 24,000.00
Refrigeration Containers - Dual temperature settings (refrigerate and freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	53' - 3675 CF capacity - 15,000 lb capacity		$ 8,000.00	$ 26,000.00
Reefer Container - normally a tractor trailer, fuel powered Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	53' - 3675 CF capacity - 15,000 lb capacity		$ 8,000.00	$ 26,000.00
If required, licensed electrician will make all required connections.				

MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The Proposer shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
Equipment/Labor Description		**Daily Maximum Ceiling Unit Price**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**
Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		$ 1,500.00	$ 10,500.00	$ 42,000.00
Mechanic/Technician/ Price per man hour		$ 750.00	$ 5,250.00	$ 21,000.00
Mobile Mechanic with truck and tools		$ 850.00	$ 5,950.00	$ 23,800.00
Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			
Contractor shall have mechanics available at secure location. Roving mechanic with truck will be available as needed.				

TEMPORARY SIGNAGE & TRAFFIC CONTROL - The Proposer shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
Equipment/Labor Description	**UOM**	**Daily Maximum Ceiling Unit Price**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**
Safety Cade Type II Barricades with flashing lights inclusive of maintenance and battery replacement	Each	$ 175.00	$ 1,225.00	$ 4,900.00
DOT Black Base 36" traffic cones with two (2) each reflective bands	Each	$ 80.00	$ 560.00	$ 2,240.00
Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	Each	$ 150.00	$ 1,050.00	$ 4,200.00
A-Frame stands for 36" signs	Each	$ 100.00	$ 700.00	$ 2,800.00

PORTABLE LIGHTING - The Proposer shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services				
Equipment/Labor Description	**UOM**	**Daily Maximum Ceiling Unit Price**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**
Portable Power Light Towers with the following minimum requirements: ➢ four (4) 1000 watt metal halide fixtures in a ➢ NEMA 6 design ➢ 3-section telescoping mast extends 12 – 30 ft ➢ 360° rotation capability ➢ outriggers and jacks for stability ➢ low oil/high temperature auto shut down ➢ system ➢ built-in circuit breakers for the lights	Each	$ 1,000.00	$ 5,000.00	$ 12,500.00
Generator for light tower will be provided				
Fire Supression - The Proposer shall furnish water truck equipped with outlet valves compatible with hire hose connections meeting national standards of the NFPA				
Equipment/Labor Description	**UOM**	**Daily Maximum Ceiling Unit Price**	**Weekly Maximum Ceiling Unit Price**	**Monthly Maximum Ceiling Unit Price**
Water Truck - 1500 gallon	Each	$ 2,000.00	$ 10,000.00	$ 15,000.00
Water Truck - 2500 gallon	Each	$ 2,500.00	$ 15,000.00	$ 20,000.00
Water	Gallon	$3.00/Gallon	$3.00/Gallon	$3.00/Gallon

Exhibit "B"
SCOPE OF SERVICES

The Contractor shall perform the following services upon request of the City issued through an NTP in accordance with the procurement process in 2 C.F.R. 200.317-326 and FEMA Contract Provisions, where applicable:

1. Definitions.
When used in this Scope of Work, the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

a. *Authorized Representative* means City employees and/or contracted individuals designated by the City or Debris Manager.

b. *Construction and Demolition (C&D) Debris* means debris including but not limited to damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, furnishings, fixtures, pipe, and similar materials.

c. *Contract Administrator* means the Debris Manager or other party(s) authorized to make contractual obligations/decisions on behalf of the City.

d. *Debris Manager* means the Debris Manager (DM) is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to city maintained street rights-of-way throughout the City in consultation with Contractors, other City departments and State and Federal agencies.

e. *Disposal Fee* means a fee based on weight or volume of debris for disposal at a landfill or other waste management facility.

f. *Disposal Site* means a landfill or other waste management facility.

g. *Electronic Waste* means wastes, which may require special handling or disposal such as computer monitors, CPUs, televisions, and similar materials.

h. *Eligible Debris* means debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.

i. *Household Hazardous Wastes* or *HHW* means small quantities of used or leftover contents of consumer products which include, but are not limited to latex or oil based paints, cleaners or solvents, oils, pool chemicals, pesticides, and similar.

j. *Mixed Debris* means vegetative debris, which is mixed with construction and demolition materials or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the load site, if minor amounts of undesirable materials are present.

k. *Notice to Proceed* or *NTP* means The written official notice to the Contractor from an authorized City official instructing the Contractor to proceed with disaster recovery and debris removal activities.

l. *RFP Document* means the entire RFP document, all attachments, these Instructions to Contractors and any addendums issued prior to the date and time of submittal of the Proposals.

m. *Right of Entry* or *ROE*: means a document by which a property owner confers to an eligible applicant or itspropose the right to enter onto private property without committing trespass.

n. *Right-of-Way* or *ROW* means the land, which the City has title to, or right to use, for the road and its structures and appurtenances.

o. *Temporary Debris Staging and Reduction Site* or *TDSR Site* means a temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.

p. *Vegetative Debris* means clean woody debris, which includes but is not limited to broken or fallen trees and tree limbs, hazardous tree stumps, bushes and shrubs.

2. Generally.

a. Mobilization.
The Contractor shall mobilize and respond to wide-scale debris volumes as generated by a tornado, as well as localized small-scale volumes typical of a tornado or ice storm. Under this Contract, the Contractor shall coordinate, mobilize, and manage a sufficient number of cleanup crews, as determined by the City's Debris Manager.

b. Removal Operations.
The Contractor must begin removal operations within 24 hours of receiving the NTP and be functioning at 100% of capacity within five (5) days. These services will not be authorized until such a time, as a NTP has been issued; typically, in response to a natural or manmade disaster. Services shall include, but are not limited to, the following:

- Emergency Road Clearance
- Right of Way (ROW) / Public Property Debris Removal
- Hazardous Stump, Tree, and Hanging Limb Removal
- Right of Entry (ROE) Debris Removal
- Temporary Debris Staging and Reduction (TDSR) Site Operations
- Debris Reduction / Grinding / Processing
- Debris Disposal / Recycling
- Hazardous or Toxic Waste Removal and Disposal

The City, at its sole discretion, may elect to perform any of the above work with force account or additional contract forces. The Contractor shall provide debris removal and management services until such time services are no longer necessary as deemed by the City.

c. Eligible Debris.
Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency

(FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323– Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. "Eligible" also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

d. Completion.

The Contractor shall endeavor to complete the debris clearing, removal and disposal process in less than forty-five (45) days or other timeframe as established by the City's Debris Manager.

e. Records.

a. Contractor shall maintain documentation for any and all billed items.

b. Project Records

All records in any manner whatsoever to the assigned project or any designated portion thereof, which are in the possession of the Contractor or Contractor's subcontractors, shall be made available, upon request by the City, for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape, videos or other writings, which document the project. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Contractor in its performance under said contract.

c. Auditable Records

The Contractor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles and the City reserves the right to determine record keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with Texas Public Disclosure Statutes.

f. Miscellaneous.

In addition, the Contractor is responsible for:

(1) Providing a response by phone, email, or text within four (4) hours of a request for assistance;

(2) Accurate invoices submitted to the City, at the minimum, weekly; and

(3) Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

3. General Operations

a. The Contractor shall be responsible for performing the debris removal and debris management services requested through this RFP. The designated area for debris removal is bounded by the City limits, includes public property and rights-of-way, City parks and City debris management areas within the incorporated areas of the City, and may include private segments within the jurisdictional boundaries of the City.

b. The Contractor shall provide project management and coordination recovery activities necessary to assist the City in fulfilling the requirements of federal reimbursement agencies.

c. The Contractor shall conduct work so as not to interfere with the disaster response and recovery activities of federal, state, county and City governments or agencies or of any public utilities.

d. The Contractor shall implement a "clean as you go" policy to ensure all debris is cleared from the loading site before moving to the next loading site.

e. The Contractor shall report and provide documentation to the City or authorized representative, all incidents such as, but not limited to oil spills, fuel leaks, hydraulic fluid leaks, chemical spills, and similar environmental quality issues. The Contractor shall cleanup or remediate the incident, as necessary, properly disposing of the materials in compliance with the applicable federal, state and local regulations.

f. The Contractor and Subcontractors shall be prohibited from performing private work in the City while actively engaged in delivering services under this contract.

g. The Contractor shall repair any damages caused by the Contractor's or Subcontractor's equipment in a timely manner at no expense to the City. If there is disagreement between a resident and Contractor as to the repair of damages, the City shall decide and make the final determination on the repair. Failure to restore the damaged public or private property to the satisfaction of the City will result in the City withholding retainage money or invoicing the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

4. Daily Reporting and Coordination Meetings

The Contractor shall submit a daily report providing the number of crews operating, the number and types of equipment operating, the total cubic yards (or tons) collected by debris type, the total cubic yards reduced, and the total cubic yards transported to final disposal. This report shall include the number of crews operating for the current day. This report shall be submitted to the Debris Manager or designee each day, for the previous day. The Contractor shall also provide an updated map of the locations where debris collection crews operated to relate the progress of operations. The Contractor shall participate in daily coordination meetings with the City's Debris Monitoring Firm and City departments involved in the response and recovery operations.

5. Equipment

a. The Contractor shall provide sufficient and qualified staff and the necessary equipment to rapidly remove and lawfully dispose of all disaster related debris.

b. The Contractor shall ensure that all equipment and vehicles utilized in the City's debris operations remain in good working condition.

c. The Contractor and its Subcontractors shall operate all equipment and vehicles in compliance with all applicable federal, state, and local rules and regulations.

d. The Contractor shall present all vehicles utilized to haul debris, to the City's authorized representative, for measurement (inside bed measurements) to calculate and certify the volumetric capacity of said vehicles. All certified vehicles shall display a placard as described in Section 6.d.

e. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

f. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the DRC.

g. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured to prevent it from falling off. Measures must be taken to avoid the debris from blowing out of the hauling vehicle during transport to a City approved TDSR site or final disposal site.

h. Equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City's Debris Manager or designee.

i. All loading equipment shall be operated from the road, street or rights of way using mechanized loading devices such as buckets and/or boom and grapple devices, to collect and load debris.

j. No equipment shall be operated outside the public ROW unless directed by the City.

k. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Debris Manager or designee, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

6. Forms.

a. Truck Certification Forms, as approved by the City, will be provided by the Contractor for documenting and recording the actual physical, inside measurement and volume capacity, including any volume adjustments, deductions or comments of each truck, trailer, or other hauling equipment used to conduct the City's debris removal and hauling operations. In the event that the unit price is by weight, the tare weight shall be recorded on the Truck Certification Form.

b. The Truck Certification Form shall also document the date, license plate, driver information, insurance information, a brief description and photograph of the vehicle.

c. Truck certifications shall be performed by the City or authorized representative, in the presence of the Contractor or their designated representative. The forms shall be signed and dated by both parties.

d. Truck Placards, as approved by the City, will be provided by the Contractor and attached to the driver's side of each vehicle transporting debris and shall display the following information (written in permanent marker):
   (1) City of Friendswood
   (2) Contractor Name
   (3) Unique identification number assigned to the vehicle
   (4) Certified cubic yard capacity of the vehicle (or tare weight)

e. The Contractor shall submit to the City, within 24 hours upon Notice to Proceed, a Vehicle and Equipment list, which contains the following information:
   (1) Contractor name
   (2) Certified cubic yard capacity of the vehicle (or tare weight)
   (3) Unique identification number assigned to the vehicle
   (4) Make/Model of the vehicle
   (5) License plate number
   (6) Other information as required by the City or authorized representative for the purpose of monitoring and inspecting performance

f. Load tickets will be required for recording the volumes of debris removed and hauled to a TDSR site or final disposal site. Each load ticket shall be pre-printed and sequentially numbered and capable of documenting the following data:
   (1) Prime Contractor
   (2) Subcontractor's Name
   (3) Date
   (4) Truck Number
   (5) Certified Capacity (Cubic Yards or Tons)
   (6) Driver's Name
   (7) Type of Debris Collected: Vegetative, C&D, White Goods, Other, etc.
   (8) Load Location (Address of pick-up)
   (9) Loading Date and Time
   (10) Loading Site Monitor Name and Signature
   (11) Load Size (Estimated Percentage of Cubic Yards or Tons)
   (12) Unloading Site Location
   (13) Unloading Date and Time
   (14) Unloading Site Monitor Name and Signature

g. The City's Debris Monitor will complete the applicable portion of a load ticket at the load site and provide copies to the vehicle driver. Upon arrival at the TDSR site or authorized final disposal site, the vehicle driver shall present the load ticket to the City's Debris Monitor at the inspection tower. A visual inspection will occur to determine the estimated debris quantity (or tons, if scales are available) contained in the vehicle will be documented. The City's Debris Monitor shall sign the load ticket and provide a completed copy to the driver, the DRC representative, and the City for project files.

h. Mulch or processed/ground debris shall be documented following the same load ticket procedures.

i. Construction and Demolition debris transported to disposal shall be documented following the same load ticket procedures.

7. Hot Spot Crews.
The Contractor shall be required to provide the City with 'hot spot' crews, which will respond immediately, as directed by the City or authorized representative, to collect and haul priority debris piles, which impact the public's health, safety, or welfare.

8. Work Hours.
The Contractor shall conduct debris removal operations, generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and Contractor. Unless otherwise directed, the Contractor must be capable of conducting debris reduction operations at the TDSR site locations on a twenty-four (24) hour, seven (7) days per week basis.

9. Ownership of Debris.
All debris located in the City ROW and City provided TDSR site and disposal site locations shall be the property of the City until final disposal at an authorized and permitted disposal site.

10. Emergency Debris Road Clearance (Phase I).
Upon receiving the notice to proceed for this contract element, the Contractor shall provide all labor, equipment, fuel and associated costs necessary to clear and remove debris by cutting, tossing and/or pushing of debris from the priority roadways, as identified by and directed by the City. As per FEMA rules and regulations, this phase of operations, conducted under a time and materials rate, shall be capped at no more than seventy (70) working hours following the notice to proceed. The Contractor exceeds the seventy (70) hour cap at its own risk. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities. City personnel or authorized representative shall verify the equipment used, operators, hours of operation (start and end times), and shall require the locations of work performed. Services performed under this contract element will be compensated in accordance with Exhibit "A."

11. ROW Vegetative Debris Removal (Phase II).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible disaster debris from the City's ROW and transport eligible disaster related vegetative debris to a City approved TDSR site or to a City designated final disposal site in accordance with all federal, state, and local rules and regulations.

a. The Contractor shall only remove eligible vegetative debris, which is placed within the City's ROW.

b. All eligible debris will be removed from each loading site before proceeding to the next loading site.

c. The City or its authorized representative shall document the load by means of the load ticket.

d. All eligible vegetative debris loads shall be transported to the City's TDSR site or approved final disposal facility.

e. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

12. ROW Construction and Demolition (C&D).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible debris from the City's ROW and transport eligible disaster related C&D debris to a City approved TDSR site or to a City designated final disposal site, in accordance with all federal, state, and local rules and regulations.

a. The Contractor shall only remove eligible C&D debris which is placed within the City's ROW.

b. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site.

c. The Contractor shall, to the extent possible, keep separate C&D materials from other debris, so that loads are primarily of similar materials.

d. The City or its authorized representative shall document the load by means of the load ticket.

e. All eligible C&D debris loads shall be transported to the City's TDSR site or approved final disposal facility.

f. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

13. Multiple Passes.
The City may require multiple passes to remove the disaster debris from the public rights of way (ROW) and public facilities, private property or ROW – as authorized by the City. The number of passes conducted will be authorized in writing by the City and based upon debris assessments.

14. Temporary Debris Staging and Reduction (TDSR) Site and Operations.

a. Contractors shall deliver all disaster related debris to the City's authorized final disposal site locations, unless otherwise instructed by the City. The City may authorize multiple TDSR sites in order to efficiently store and process the volumes of disaster related debris materials.

b. The City may require TDSR site locations and require Contractor assistance to select suitable sites, perform baseline soil and groundwater testing, and site preparation/operations.

c. The Contractor shall provide all management and operational services at the City's authorized TDSR site locations.

d. The Contractor shall submit a site layout plan and operations plan to the City for review. At a minimum the plan shall address the following:

(1) Site management, including a point of contact and organizational chart
(2) Traffic control procedures and on-site traffic patterns
(3) Material Management Plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on site.
(4) Site safety plan
(5) Hazardous and toxic waste materials plan.
(6) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
(7) Remediation and site restoration plan.

e. The Contractor shall document by photographs and video recordings, each City TDSR site prior to operations to establish baseline conditions of the site. A copy will be provided to the Debris Manager.

f. The Contractor shall be responsible for constructing and/or erecting an inspection tower at each TDSR site for the purposes of inspecting and documenting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof which allows for some protection from weather conditions.

g. The Contractor shall manage and supervise the TDSR site to accept eligible debris collected under this Contract and other contracts or agreements approved by the City.

h. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on site roadway maintenance, portable sanitation facilities, security, and safety measures.

i. The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris at the TDSR site and shall ensure that the eligible debris remains segregated at the facility.

j. The Contractor shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to effectively and efficiently reduce the volume of the eligible debris prior to final disposal.

k. The Contractor shall provide mechanized equipment to facilitate the loading and removal of mulch materials from the TDSR site locations.

l. The Contractor shall be responsible for the removal and lawful disposal of all debris from the TDSR site. Within thirty (30) days of the completion of the debris operations, the Contractor shall restore the site to its pre-disaster condition to the satisfaction of the City.

15. Removal of Eligible Stumps.
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible hazardous stumps from the City's ROW as follows:

a. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

b. The stump shall be greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base.

c. The stump root ball is exposed by 50% or greater.

d. The stump is located in the ROW or on improved public property and poses a danger to the public's health and safety.

e. The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the stump.

f. Hazardous stumps, which meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.

g. Costs for the removal of hazardous stumps shall be invoiced separately.

h. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized representative.

i. The eligible hazardous stump shall be transported to the City's TDSR site or to the City's designated final disposal site.

j. Stumps measuring less than twenty-four (24) inches in diameter, which require extraction, shall be converted to a cubic yard measurement by the conversion table included in the FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility policy.

k. Stumps, which are placed on the ROW by others shall not be eligible for hazardous stump unit pricing.

l. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.

m. Stumps that have less than 50% of the root ball exposed shall be flush cut at the ground and the cut

n. portion included with regular vegetative debris.

16. Removal of Eligible Hazardous Limbs (Hangers).
The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to remove and collect eligible hazardous limbs (hangers) from the City's ROW and improved public property which pose a threat to life, public health and safety.

a. The Contractor shall remove only hazardous limbs (hangers) which meet the following eligibility criteria in addition, are authorized by the City or its designated representative:
(1) The hazardous limb shall measure two (2) inches in diameter or greater.
(2) The hazardous limb must pose an immediate threat to life, public health or safety or poses an immediate threat of significant damage to improved property.

(3) The hazardous limb is still hanging in the tree above public property (ROW) or improved public property.

b. The City or authorized representative shall measure and document the hazardous limb prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the hazardous limb.

c. The eligible hazardous limb shall be cut at the closest main branch junction.

d. The eligible hazardous limb shall be placed in the ROW, collected and hauled to the City's TDSR site or to the final disposal site.

e. If the hazardous limb does not extend over public property that limb is not eligible.

f. Costs for the removal of hazardous limbs shall be invoiced separately.

17. Household Hazardous Waste (HHW) Removal.
The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a hazardous waste facility.

a. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility.

c. Eligible household hazardous waste shall be documented by means of a load ticket by the City or its authorized representative.

18. ROW White Goods Removal.
The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible white goods from the ROW.

a. White goods containing refrigerants, oils, and similar substances, shall be removed from the ROW and loaded onto a vehicle, so as to prevent such materials from escaping from the unit.

b. All refrigerants, oils, and similar materials shall be removed by the Contractor's qualified technicians or transported to a facility for the removal of said materials, and disposed of or recycled according to all federal, state, and local rules and regulations.

c. White goods containing food items shall be decontaminated in accordance with federal, state, and local law prior to disposal/recycling.

d. Eligible white goods removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.

e. All documentation with regard to the removal and disposal of refrigerants, oils, and similar substances shall be submitted to the City before payment is made.

f. White goods shall be transported to a designated City approved recycling facility.

19. ROW Electronic Waste Removal

The Contractor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible electronic waste from the ROW.

a. Eligible electronic waste removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.

b. The Contractor shall dispose of the waste at a facility approved by the City.

20. Other Services

Additional services may be requested by the City not specifically covered under the Scope of Work. As directed by the City and upon written authorization, the Contractor shall provide all labor, equipment, materials, fuel, traffic control, and signage, to perform the additional services including but not limited to:

a. Demolition of Structures and Debris Removal.
The Contractor shall provide services for the demolition of structures, which pose a significant threat to the public health, safety, and economic recovery of the community. The City shall provide the ROE/Hold Harmless Agreements ad provide the legal and operational procedures, which comply with all federal, state, and local rules, regulations and policies.

b. Storm Drain and Catch Basin Debris Removal.
The Contractor shall remove all eligible debris from the City's maintained storm drains and catch basins and transport the debris to the City's designated disposal facility.

c. Dead Animal Carcass Removal.
The Contractor shall collect, haul and dispose of dead animal carcasses including, but not limited to, large animals, livestock, and poultry. The City shall designate the final disposal site.

d. Abandoned Vehicle or Derelict Vessels
The Contractor shall remove eligible abandoned vehicles or derelict vessels in areas identified and approved by the City and subsequently transported to a City approved staging area.

e. Waterborne Debris.
The Contractor shall remove eligible waterborne debris as identified and approved by the City and subsequently transported to a City approved staging area or the City's designated disposal facility.

Exhibit "C"
Federal Contract Required Clauses

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes of this Exhibit "C," the Monitor may also be referred to as "Contractor" or "Prime Contractor." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:

   a. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

   d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

   a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   b. These affirmative steps shall include:

      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

   c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

   d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

   e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))
Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

10. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

12. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance.

Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non- federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

14. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

15. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
b. Prohibitions.
   (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head

of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.

18. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this Contract for cause and convenience.

c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

19. WHISTLEBLOWER PROTECTION ACT

a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably

believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

20. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability.

This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

A. Applicability of Davis-Bacon Act.
The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

B. All prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144

and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.

C. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

D. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.

F. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

<u>"Compliance with the Copeland "Anti-Kickback" Act.</u>

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

23. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

A. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

B. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

C. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the Contract."

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/12/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the first renewal of the City's Debris Monitoring Services Contracts with (i) Thompson Consulting Services and (ii) Tetra Tech.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On July 11, 2022, the City Council authorized a primary contract for Debris Monitoring Services with Thompson Consulting Services and a secondary contract with Tetra Tech (the "Contractors"). Said contracts are attached to the item for your review. The contracts had an initial 3-year term period with options for unlimited one-year renewals upon the written agreement of both parties. This item allows the Council to approve the first one-year renewal with the terms, specifications, and requirements noted in the contracts remaining the same. If approved, these contracts would be extended through August 22, 2026. At that time, the Council may renew the contracts for another one-year term if desired.

It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts. These contracts have no upfront costs and funds would be appropriated only if the contract is activated in the case of an emergency.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Federal Emergency Management Agency (FEMA) requires one debris monitor for every crew working, as well as debris monitors at the debris disposal site. There are no up-front costs associated with this contract, and if the contract is activated following a disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Thompson Consulting Contract Extension
2. Thompson Debris Removal Contract
3. Government Code Verification Form - Thompson Consulting
4. Form 1295 - Thompson Consulting
5. COI - Thompson Consulting
6. Tetra Tech Contract Extension
7. Tetra Tech Debris Removal Contract
8. Government Code Verification Form - Tetra Tech
9. Form 1295 - Tetra Tech
10. COI - Tetra Tech

thompson
CONSULTING SERVICES

May 1, 2025

Mr. Brian Mansfield, CFE, CEM
Director, Department of Emergency Services
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

Via email: bmansfield@friendswood.com

RE: Mutual Agreement to Extend Contract
Monitor Performance of Debris Removal Contracts

Dear Mr. Mansfield:

Thompson Consulting Services (Thompson) has been providing the City of Friendswood, Texas (City) with services to Monitor Performance of Debris Removal Contracts since the execution of the contract on August 22, 2022. The term of the contract is for three (3) years and may be extended for one (1) additional one (1) year term upon mutual written agreement of Thompson and City.

If the City desires to exercise the option to extend the contract, please sign the renewal acceptance below and return a copy to Thompson. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions, until its new expiration date of August 21, 2026.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at (407) 792-0018 or by email jhoyle@thompsoncs.net.

Sincerely,

Jon Hoyle
President

RENEWAL ACCEPTANCE
City of Friendswood, Texas

_____
Signature

_____
Name/Title

_____
Date

2601 Maitland Center Parkway
Maitland, FL 32751
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

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AGREEMENT TO MONITOR PERFORMANCE OF DEBRIS REMOVAL CONTRACTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement to Monitor Performance of Debris Removal Contracts (this "Agreement") is made as of the 22nd day of August, 2022, by and between the City of Friendswood, Texas, a home-rule municipality (hereinafter referred to as the "City"), and Thompson Consulting Services, LLC, a Delaware limited liability company (hereinafter referred to as the "Monitor"). In consideration of the mutual covenants and promises contained herein, the City and the Monitor agree as follows:

I.
Monitor

1.01 Services. The Monitor as an independent contractor covenants and agrees to perform debris monitoring and management services, including disaster management, recovery and consulting services to support the oversight of debris removal contractors, in accordance with the terms of this Agreement and for the consideration herein stated. The scope of services is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. Throughout the term of this Agreement, Monitor will provide data and access to information to allow the City to closely oversee its performance under this Agreement. The services provided by the Monitor pursuant to this Agreement will be on an as-needed basis and will be evidenced in a written notice to proceed from the City, which notice describes the tasks desired.

1.02 Standard of Care. The Monitor covenants and agrees to perform the services in a professional manner. The Monitor shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by other professionals under similar circumstances. The Monitor will further give professional consultations and advice to the City during the performance of the services under this Agreement. Only services complying with this standard of care will be acceptable. Services not conforming as determined by the City may be rejected and be required to be performed again on a timely basis at no cost to the City.

1.03 Safety Standards. With respect to all work performed under this contract, the Monitor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 as may be amended/updated. Additionally, the Monitor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

1.04 Timeliness. Monitor acknowledges that the City may apply for financial assistance from local, state, and/or federal agencies. Therefore, Monitor represents that it will perform all services hereunder in a manner, time and place with acceptable cost controls, accountability procedures, written reports and submittals so as to ensure that the City has the means to document all eligible disaster recovery costs. Furthermore, Monitor hereby commits to respond to each notice to proceed issued by the City within twenty-four hours and to provide a sufficient number of qualified professional personnel as needed and dictated by the demands of the disaster-generated event.

1.05 Performance Schedules. Monitor shall provide progress reports to the City on a weekly basis or more frequently as requested by the City. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, estimated cubic yards remaining, and description of the geographical areas being addressed by the Contractor.

1.06 Personnel. Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such expenses shall include but not be limited to, those associated with travel, housing, meals, office and sanitary facilities. All of the services required herein shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified, have cleared a criminal background check satisfactory to the City, and, if required, be authorized, licensed or permitted under state and local law to perform such services. At the discretion of the City, the Monitor may be required to replace any of Monitor's personnel assigned to the services to be performed hereunder as requested by the City. Furthermore, the Monitor shall be required to increase its staffing depending upon the severity of the disaster-generated event and as need arises upon request of the City.

1.07 Subcontracting. Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely payment to its subcontractors. The City reserves the right to approve all subcontractors hired by the Monitor and/or to require the Monitor to dismiss a subcontractor upon request.

1.08 Local Preference. Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources. In addition, Monitor shall not discriminate on the basis of race, color, religion, sex or national origin.

1.09 Work Product. The Monitor is responsible for the professional quality, technical accuracy, timely completion and coordination of all work product and instruments of service (collectively "work product"). Upon execution of this Agreement, the Monitor grants to the City an ownership interest in the work product. The Monitor shall obtain similar interests from the City and the Monitor's consultants consistent with this Agreement. Monitor shall be required to tender to City all work product. With such ownership interest, it is expressly understood by the parties hereto that the City may use the work product for any purposes contemplated herein or as may be appropriate as determined by the City.

II.
City

2.01 City Representative. The Fire Marshal/Emergency Management Coordinator or his designee shall have the authority to give instructions, receive information, define City's policies, and make decisions with respect to the services to be provided by the Monitor herein.

2.02 Data. The City shall provide available, non-confidential information for the Monitor's usage. However, the City does not guarantee the accuracy or correctness of the documents so provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City. Unless otherwise specified by the City. Monitor may rely on such documents in accordance with its professional standard of care.

2.03 Access. The City shall arrange for the Monitor to enter upon public and private property as necessary.

2.04 Project Developments. The City shall endeavor to give prompt written notice to the Monitor whenever the City observes or otherwise becomes aware of any development that affects the Monitor's services, or any defect or non-conformance in the work of any Contractor.

III.
Payment

3.01 Fees. The City shall pay the Monitor in accordance with the fee schedule, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

3.02 Payment. Payment shall be made only after receipt of a detailed statement, which shall be submitted in both paper and electronic formats and on a form approved by the City, showing the work performed, the time spent performing the same, and all expenses associated therewith. Such statements shall include daily reports and other supporting documentation as the City may require and shall include all information as may be required by federal, state, and local rules, regulations, and laws. Additionally, the following shall be applicable to payments to be made under this Agreement:

a. No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors;

b. Billable time shall be limited to hours when debris- hauling trucks are in operation. The City's Debris Manager or designee shall determine the hours of truck operation

and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets;

c. All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Monitor shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable;

d. No overtime rates will be paid;

e. Final invoice shall be submitted to the City no later than thirty (30) calendar days following final acceptance of the individual task requested by the City.

f. Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a citywide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or the Monitor. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The City reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

The Monitor must submit statements in accordance with federal, state and local rules, regulations and laws and may submit statements no more than once a month. Each statement shall be certified as true and correct by an officer of the Monitor. Each invoice is due and payable by the City within thirty (30) days following the date of its approval by the City's Debris Manager or within thirty (30) days of receipt of the invoiced services, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Monitor to the City for payment. In such case, the City shall pay only the undisputed amount. Additionally, no retainer is required for this Agreement.

IV.
Term and Termination

4.01 Term. The initial term of this Agreement will be for a three-year term commencing on the date this Agreement is signed by the City Manager (the "Term") unless terminated sooner or extended as provided in this Agreement.

4.02 Renewal. The Term of this Agreement may be renewed for an additional one-year period upon agreement of both parties under the same terms and conditions herein. The renewal shall be for the same compensation set forth in Exhibit "B."

4.03 Termination. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to Monitor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Monitor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Monitor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Monitor;
(d) the dissolution of Monitor;
(e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

4.04 Duties upon Termination. Upon delivery of any notice of termination required herein, Monitor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Monitor shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Monitor shall also tender all of Monitor's work product, whether complete or not, in an acceptable form and format to the City's Representative. No final payment will be made until all work product is so tendered.

If this Agreement is terminated for cause, Monitor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Monitor's work. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

V.
Insurance, Indemnity and Release

5.01 Insurance Required. Throughout the term of this Agreement, the Monitor at its 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 Monitor's services, whether such services be by the Monitor, its 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.

5.02 Primary Insurance. The Monitor's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance

maintained by the City, its officials, agents and employees shall be considered in excess of the Monitor's insurance and shall not contribute to it. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5.03 Minimum Requirements. The Monitor's insurance coverage herein shall, at a minimum, meet the following requirements:

1. Commercial General Liability
   - General Aggregate: $2,000,000
   - Products and completed operations Aggregate: $2,000,000
   - Per Occurrence: $1,000,000
   - Personal & Advertising Injury: $1,000,000
   - Per Occurrence: $1,000,000
   - Fire Damage: $500,000
   - Coverage shall be broad form.
   - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
   - Waiver of Subrogation required.

2. Business Automobile Policy
   - Combined Single Limits: $2,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required.

3. Errors and Omissions
   - Limit: $1,000,000
   - Claims-made form is acceptable.
   - Coverage will be in force for one (1) years after services are completed.

4. Workers' Compensation
   - Statutory Limits
   - Employer's Liability $1,000,000
   - Waiver of Subrogation required.

5.04 Certificates. Prior to any work being performed on the site, the Monitor 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 (30) days' prior written notice has been given to the City via certified mail, return receipt requested.

The Monitor shall also file with the City valid Certificates of Insurance covering all subcontractors.

5.05 Requirements for Policies. The following are general requirements applicable to all policies:

- All liability policies shall have an AM Best Rating of A: VII or better.
- Insurance carriers licensed and admitted to do business in State of Texas will be accepted.
- The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy required herein.
- Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative. Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to any work being performed at the site.
- Upon request of and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to City of Friendswood's representative.

5.06 INDEMNITY

THE MONITOR HEREBY 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, DEMANDS, 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, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE MONITOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE MONITOR, ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH MONITOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY MONITOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE MONITOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE MONITOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE

INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND/OR LIABILITY WHEREIN 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 ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE MONITOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

5.07 **By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. The Monitor assumes full responsibility for its work and services performed hereunder 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 the Monitor's work and/or services to be performed hereunder. This release shall apply with respect to the Monitor's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.**

VI.
Miscellaneous

6.01 Federal Contract Required Clauses. The Federal Contract Required Clauses as detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes, shall apply to this Agreement to the extent applicable. Should there be a conflict between the provisions of this Agreement and those in Exhibit "C" the more stringent shall control, except as otherwise required by law.

6.02 No Pledge of Credit. Monitor shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6.03 Compliance with Law. In performance of the Services, the Monitor will comply with all applicable laws and regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. The Monitor shall obtain all permits and licenses necessary to perform the services under this Agreement at the Monitor's own expense.

6.04 Federal and State Tax. Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

6.05 Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.06 Conflict of Interest. Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

6.07 Access and Audits. Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

6.08 Nondiscrimination. Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

6.09 Entire Agreement. The City and the Monitor agree that this Agreement including its amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6.10 Authority to Practice. Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

6.11 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

6.12 Modification of Work. City reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the City notification of a contemplated change, the Monitor shall: (1) if requested by City, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

6.13 Laws and Regulations. This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue in Harris County, Texas, for any and all matters arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

6.14 Independent Contractor. The Monitor is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by the Monitor under the terms of this Agreement.

6.15 Notices. Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF FRIENDSWOOD
Attn: City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

For the Monitor:

THOMPSON CONSULTING SERVICES, LLC.
Attn: President
2601 Maitland Center Parkway
Maitland, FL 32751

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

6.16 No Third-Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Monitor and the City only.

6.17 No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and Monitor hereby agree that no claim or dispute between the City and Monitor 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, Monitor consents to be joined in the arbitration proceeding if Monitor's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

6.18 Waiver. No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.19 No Assignment. Monitor may not sell or assign all or part interest in the transport of the materials to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

6.20 Headings. The headings used in this Agreement are for general reference only and do not have special significance.

6.21 Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

6.22 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

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

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 22nd day of August, 2022, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

THOMPSON CONSULTING SERVICES, LLC

(Signature)

Jon Hoyle
(Printed Name)

President
(Title)

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

Before me on this day personally appeared Jon Hoyle, in his capacity as President of Thompson Consulting Services, LLC, on behalf of such company,

X known to me;
_____ proved to me on the oath of _____; or
_____ proved to me through his 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 executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 21st day of July, 2022.

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Lydia Pena
Notary Public in and for the State of Florida

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Exhibit "A"
Scope of Services

The Monitor shall advise and support the City during a disaster recovery effort and shall provide expertise, personnel, materials, equipment, transportation, supervisions and all other services necessary to monitor the recovery efforts of the City's Disaster Debris Removal Contractor in accordance with Federal Emergency Management Administration policies and guidelines as outlined in Exhibit "C." The primary purpose of the monitoring services to be provided pursuant to this Agreement is to ensure that the debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under FEMA, Texas Commission on Environmental Quality, and any other governmental agency with jurisdiction over response and recovery actions. Services shall include, but not be limited to, monitoring of debris collection and Temporary Debris Storage and Reduction Sites (TDSR Sites) and Disposal Sites, data reporting, and preparing proper documentation in order to request and obtain reimbursement from FEMA for disaster related costs and other related services. The Monitor shall monitor the DRC's progress, suggest, and assist with implementing recommendations to improve efficiency.

All work shall follow the requirements of the Occupational Safety and Health Administration ("OSHA") and Environmental Protective Agency ("EPA") to maintain a safe working environment. The City has the right to increase or decrease the Monitor's assignment and/or areas of operation within the scope of this Agreement. The Monitor will be required to review the City Debris Management Plan and follow practices and guidelines as well as FEMA and all other applicable regulations, guidelines and practices.

A. Definitions: When used in this Scope of Work, the following words, terms and phrases shall have the meanings ascribed to them in the Agreement as well as this section, except when the context clearly indicates a different meaning.

City Manager means the City Manager of the City of Friendswood or his designee.

Disposal Site means a landfill or other waste management facility.

DRC means City's Disaster Debris Removal Contractors during the term of this Agreement.

Eligible Debris means debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.

Emergency Management Coordinator means the City's Fire Marshal/Emergency Management Coordinator or his designee.

EPA means the United States Environmental Protection Agency or its successor agency.

FEMA means the United States Federal Emergency Management Administration or its successor agency.

FHWA means the Federal Highway Administration or its successor agency.

Notice to Proceed: The written official notice to a respondent from an authorized City official instructing the respondent to proceed with disaster recovery and debris removal activities.

PM means the Project Manager appointed by the Monitor and who shall perform the duties as prescribed herein.

TCEQ means the Texas Commission on Environmental Quality or its successor commission.

Temporary Debris Staging and Reduction Site or *TDSR Site* means a temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.

TxDOT means the Texas Department of Transportation or its successor.

B. Project Management and Process Oversight

The Monitor shall perform project management and process oversight activities, including, but not limited to, the following:

1. The PM will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by the Monitor.

2. The PM and other key personnel of the Monitor shall report to the City's Emergency Operations Center within twenty-four (24) hours of issuance of Notice to Proceed. The City expects the Monitor to give "priority" service to any call for services in the City.

3. The PM shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the Debris Manager with the Monitor, DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

4. The Monitor shall provide trained personnel to observe, direct and document the activities of the DRC. The Monitor shall be responsible for scheduling work for all its personnel on a daily basis. The Monitor shall assist the City in coordinating work assignments for the DRC.

5. The Monitor shall monitor the DRC progress and record the progress daily, including mapping all streets and locations where debris was collected. The Monitor shall count loads, verify quantities, tons, etc. from the disaster, to comply with the City's Debris Management Plan and FEMA reimbursement rules.

6. The Monitor shall attend one meeting and/or conference call annually, at no expense to the City, for pre-event planning.

C. Documentation and Reimbursement Assistance

1. The Monitor shall use load tickets to track and document the removal and management of Eligible Debris. The Monitor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Monitor shall retain original completed tickets on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets shall also be retained by the Monitor, vehicle driver, sub-DRC, and DRC.

2. The Monitor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours (first push) following a declared disaster, this may require documenting times that DRC manpower and equipment are actively used in order to document time and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

3. The Monitor shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA, and any other applicable federal, state or local agencies.

4. The Monitor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DRC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site, each Disposal Site as well as a total for all TDSR Sites and all Disposal Sites; and a final report following completion of debris recovery operations.

D. Field Collection Monitoring

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include, but not be limited to, the following:

1. The Monitor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DRC removal crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

2. The Monitor shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Monitor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include drones, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

3. Field Monitors shall ensure DRC works in a clean and orderly manner.

4. Field Monitors shall continuously inspect the work of the DRC to ensure that debris removed is of the proper type and from the areas designated by the City, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs, including drone images, of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes.

5. If the Field Monitor finds that the DRC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the PM. All stop work orders must be documented and reported to the City's Debris Manager or designee.

6. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers).

E. TDSR or Disposal Site Monitors

1. The Monitor shall provide Site Monitors for each TDSR Site or Disposal Site. The Monitor shall be prepared for the City or DRC to begin hauling debris to the TDSR or Disposal Sites within twenty-four (24) hours after a disaster debris event. TDSR or Disposal Site Monitor responsibilities shall include but not be limited to the following:

   - Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets;
     By signing the load ticket, the Monitor understands and agrees that the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

   - Take digital images (photograph) of loads of debris, as directed by the City, and record load information on the images;

   - Collect all load tickets and provide copies of them to the DRC's designated personnel;

   - Certify and update the DRC's fleet documentation, which shall include, but not be limited to the following:

     - obtain from the DRC such documentation, including vehicle number, type of vehicle and volume capacity calculation,

     - update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process, and

     - periodically and randomly perform volume capacity verifications of recovery vehicles;

   - Verify that all DRC equipment has been completely emptied prior to leaving the TDSR or Disposal Site; and

   - Observe all vehicles entering and exiting the TDSR or Disposal Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

2. The Monitor shall use load tickets to track and document the removal and management of Eligible Debris.

3. The Monitor shall be responsible for the following items at all TDSR or Disposal Sites:

   - Verify that all sites have access control and security;

   - Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location;

   - Assist with coordinating the logistics of the site to ensure efficient traffic flow;

- Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment;

- Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured; and

- Report safety or other hazards to the City.

F. Other Related Services

The Monitor shall provide other related services as requested by the City. Such services may include but would not be limited to the following:

1. Perform damage assessments to determine areas impacted, quantities of debris and types of debris;

2. Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues;

3. Provide training to City staff as directed by the Debris Manager or designee; and

4. Provide digital images with time/date stamp of debris sites.

G. Monitor Personnel

1. The Monitor shall secure at its expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DRC.

2. The Monitor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, TxDOT, TCEQ and other federal, state or local agency regulations and policies is required. Monitor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

3. At the annual meeting with the City, the Monitor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Monitor shall update the operations report for any changes such as additions or deletions of staff. The City retains the right to request personnel replacements.

4. The Monitor's staffing plan shall include the positions listed in Exhibit "B." The Monitor may use other positions as necessary if approved in writing by the City prior to use of said position(s). All such positions and applicable hourly rates are included in Exhibit "B" and shall be all-inclusive.

5. The Monitor's field personnel shall be identifiable with safety vests and vehicle placards.

H. General Requirements.

1. The Monitor shall maintain documentation for any and all billed items.

2. In addition, the Monitor is responsible for:

- Providing a response by phone, email, or text within four (4) hours of a request for assistance;
- Accurate invoices submitted to the City, at the minimum, weekly; and
- Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

Exhibit "B"
Monitor Fee Schedule

All payments to be made as a result of this Agreement shall follow all existing and future National, State and Local laws, ordinances, and regulations.

Description	Unit	Quantity	Rate
Personnel			
Project Manager[1]	Each	1	$68.29
Operations Manager[2]	Each	1	-0-
Field Supervisor[1]	Each	1	$34.60
Health and Safety Officer[2]	Each	1	-0-
Debris Monitor	Each	1	$31.65
GIS Analyst	Each	1	$55.00
Data Manager	Each	1	$52.74
Billing/Invoice Analyst	Each	1	$49.11
Additional Personnel Needed			
Automated Debris Management System	Each	1	$3.50

[1] Position is eligible for GSA per diem. Meals lodging and incident expenses will be billed in accordance with GSA stipulations. Direct project expenses beyond meals, lodging and incidental expenses will be charged at cost without markup

[2] Duplicative position not necessary to complete scope of work requested and will not be charged to the City.

Exhibit "C"
Federal Contract Required Clauses

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes of this Exhibit "C," the Monitor may also be referred to as "Contractor" or "Prime Contractor." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Federal Water Pollution Control Act
6. Compliance with Federal Law, Regulations, and Executive Orders
7. Contract Work Hours and Safety Standards Act
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10. Domestic Preferences for Procurement
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13. No Obligation by Federal Government
14. Potential Conflicts of Interest
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17. Prohibition of Contracting for Covered Telecommunications Equipment or Services
18. Termination for Cause & Convenience
19. Whistleblower Protection Act
20. Equal Employment Opportunity
21. Davis-Bacon and Copeland Anti-Kickback Act
22. Rights to Inventions made under a Contract or Agreement
23. Additional FEMA Requirements.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:

   a. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

   d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

   a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   b. These affirmative steps shall include:

      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

   c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

   d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

   e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. FEDERAL WATER POLLUTION CONTROL ACT

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))
Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2

b. C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

a. The bidder or respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

10. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

12. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance.

Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non- federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

14. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

15. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.

18. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

19. WHISTLEBLOWER PROTECTION ACT

a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or

subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

20. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability.

This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

a. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

23. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

a. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

c. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the contract."

TETRA TECH

May 15, 2025

Sent via email to bmansfield@friendswood.com

Brian Mansfield
Director
Department of Emergency Services
1600 Whitaker Dr.
Friendswood, TX 77546

RE: Debris Monitoring Services (RFP 2022-12)
2025 Request for Contract Renewal and Rate Change

Dear Mr. Mansfield,

The City of Friendswood, Texas (City) entered into a contract for Debris Monitoring Services (RFP 2022-12) with Tetra Tech, Inc. (Tetra Tech) for a period beginning on September 19, 2022 through September 18, 2025 with the option to renew the contract term for up to one (1) additional one (1) year period. Tetra Tech is requesting the City to exercise the first renewal option from September 19, 2025 to September 18, 2026 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

CPI for April 2024: 305.104
CPI for April 2025: 311.087
Increase Calculation: 311.087 (April 2025) - 305.104 (April 2024) = 5.983
5.983 / 305.104 (April 2024) = **1.96% increase**

As such, Tetra Tech requests the City to consider increasing Tetra Tech's hourly rates by 1.96%. Please find enclosed the updated hourly rates for review and approval which includes the 1.96% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for April 2024 to April 2025 (Attachment B).

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information.

Sincerely,

Kayla Lemaire
Contract Administrator II

Agreed:

_____
Morad Kabiri
City Manager

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
407-735-6580 | TDR.contracts@tetratech.com | tetratech.com

Attachment A

TETRA TECH, INC.
UPDATED FEE SCHEDULE
CITY OF FRIENDSWOOD, TEXAS
DEBRIS MONITORING SERVICES
RFP 2022-12

Personnel	Current Hourly Rate	CPI 1.96% Increase	CPI $ Increase	Updated Hourly Rate w/ 1.96% Increase
Project Manager	$85.00	1.96%	$ 1.67	$ 86.67
Operations Manager	$65.00	1.96%	$ 1.27	$ 66.27
Field Supervisor	$45.00	1.96%	$ 0.88	$ 45.88
Health and Safety Officer	$55.00	1.96%	$ 1.08	$ 56.08
Debris Monitor	$37.00	1.96%	$ 0.73	$ 37.73
GIS Analyst	$55.00	1.96%	$ 1.08	$ 56.08
Data Manager	$55.00	1.96%	$ 1.08	$ 56.08
Billing/Invoice Analyst	$60.00	1.96%	$ 1.18	$ 61.18

Additional Personnel Needed	Current Hourly Rate	CPI 1.96% Increase	CPI $ Increase	Updated Hourly Rate w/ 1.96% Increase
Project Coordinator	$35.00	1.96%	$ 0.69	$ 35.69

Attachment B

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not
Area: South
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	298.975	299.657	299.394	298.93	298.754
2024	300.421	303.144	304.490	305.104	305.296	305.357	305.819	305.761	306.078	306.889	306.877	307.007
2025	308.911	309.987	310.183	311.087								

Apr-24	305.104						
Apr-25	311.087						
Increase Calculation:	311.087	Apr-25	-	305.10	Apr-24	=	5.983
	5.983	/	305.10	Apr-24	=	1.96%	

AGREEMENT TO MONITOR PERFORMANCE OF DEBRIS REMOVAL CONTRACTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement to Monitor Performance of Debris Removal Contracts (this "Agreement") is made as of the 19th day of September, 2022, by and between the City of Friendswood, Texas, a home-rule municipality (hereinafter referred to as the "City"), and Tetra Tech, Inc., a Delaware corporation (hereinafter referred to as the "Monitor"). In consideration of the mutual covenants and promises contained herein, the City and the Monitor agree as follows:

I.
Monitor

1.01 Services. The Monitor as an independent contractor covenants and agrees to perform debris monitoring and management services, including disaster management, recovery and consulting services to support the oversight of debris removal contractors, in accordance with the terms of this Agreement and for the consideration herein stated. The scope of services is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. Throughout the term of this Agreement, Monitor will provide data and access to information to allow the City to closely oversee its performance under this Agreement. The services provided by the Monitor pursuant to this Agreement will be on an as-needed basis and will be evidenced in a written notice to proceed from the City, which notice describes the tasks desired.

1.02 Standard of Care. The Monitor covenants and agrees to perform the services in a professional manner. The Monitor shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by other professionals under similar circumstances. The Monitor will further give professional consultations and advice to the City during the performance of the services under this Agreement. Only services complying with this standard of care will be acceptable. Services not conforming as determined by the City may be rejected and be required to be performed again on a timely basis at no cost to the City.

1.03 Safety Standards. With respect to all work performed under this contract, the Monitor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 as may be amended/updated. Additionally, the Monitor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

1.04 Timeliness. Monitor acknowledges that the City may apply for financial assistance from local, state, and/or federal agencies. Therefore, Monitor represents that it will perform all

services hereunder in a manner, time and place with acceptable cost controls, accountability procedures, written reports and submittals so as to ensure that the City has the means to document all eligible disaster recovery costs. Furthermore, Monitor hereby commits to respond to each notice to proceed issued by the City within twenty-four hours and to provide a sufficient number of qualified professional personnel as needed and dictated by the demands of the disaster-generated event.

1.05 Performance Schedules. Monitor shall provide progress reports to the City on a weekly basis or more frequently as requested by the City. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, estimated cubic yards remaining, and description of the geographical areas being addressed by the Contractor.

1.06 Personnel. Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such expenses shall include but not be limited to, those associated with travel, housing, meals, office and sanitary facilities. All of the services required herein shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified, have cleared a criminal background check satisfactory to the City, and, if required, be authorized, licensed or permitted under state and local law to perform such services. At the discretion of the City, the Monitor may be required to replace any of Monitor's personnel assigned to the services to be performed hereunder as requested by the City. Furthermore, the Monitor shall be required to increase its staffing depending upon the severity of the disaster-generated event and as need arises upon request of the City.

1.07 Subcontracting. Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely payment to its subcontractors. The City reserves the right to approve all subcontractors hired by the Monitor and/or to require the Monitor to dismiss a subcontractor upon request.

1.08 Local Preference. Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources. In addition, Monitor shall not discriminate on the basis of race, color, religion, sex or national origin.

1.09 Work Product. The Monitor is responsible for the professional quality, technical accuracy, timely completion and coordination of all work product and instruments of service (collectively "work product"). Upon execution of this Agreement, the Monitor grants to the City an ownership interest in the work product. The Monitor shall obtain similar interests from the City and the Monitor's consultants consistent with this Agreement. Monitor shall be required to tender to City all work product. With such ownership interest, it is expressly understood by the parties hereto that the City may use the work product for any purposes contemplated herein or as may be appropriate as determined by the City.

II.
City

2.01 City Representative. The Fire Marshal/Emergency Management Coordinator or his designee shall have the authority to give instructions, receive information, define City's policies, and make decisions with respect to the services to be provided by the Monitor herein.

2.02 Data. The City shall provide available, non-confidential information for the Monitor's usage. However, the City does not guarantee the accuracy or correctness of the documents so provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City. Unless otherwise specified by the City. Monitor may rely on such documents in accordance with its professional standard of care.

2.03 Access. The City shall arrange for the Monitor to enter upon public and private property as necessary.

2.04 Project Developments. The City shall endeavor to give prompt written notice to the Monitor whenever the City observes or otherwise becomes aware of any development that affects the Monitor's services, or any defect or non-conformance in the work of any Contractor.

III.
Payment

3.01 Fees. The City shall pay the Monitor in accordance with the fee schedule, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

3.02 Payment. Payment shall be made only after receipt of a detailed statement, which shall be submitted in both paper and electronic formats and on a form approved by the City, showing the work performed, the time spent performing the same, and all expenses associated therewith. Such statements shall include daily reports and other supporting documentation as the City may require and shall include all information as may be required by federal, state, and local rules, regulations, and laws. Additionally, the following shall be applicable to payments to be made under this Agreement:

a. No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors;

b. Billable time shall be limited to hours when debris- hauling trucks are in operation. The City's Debris Manager or designee shall determine the hours of truck operation

and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets;

c. All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Monitor shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable;

d. No overtime rates will be paid;

e. Final invoice shall be submitted to the City no later than thirty (30) calendar days following final acceptance of the individual task requested by the City.

f. Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a citywide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or the Monitor. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The City reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

The Monitor must submit statements in accordance with federal, state and local rules, regulations and laws and may submit statements no more than once a month. Each statement shall be certified as true and correct by an officer of the Monitor. Each invoice is due and payable by the City within thirty (30) days following the date of its approval by the City's Debris Manager or within thirty (30) days of receipt of the invoiced services, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Monitor to the City for payment. In such case, the City shall pay only the undisputed amount. Additionally, no retainer is required for this Agreement.

IV.
Term and Termination

4.01 Term. The initial term of this Agreement will be for a three-year term commencing on the date this Agreement is signed by the City Manager (the "Term") unless terminated sooner or extended as provided in this Agreement.

4.02 Renewal. The Term of this Agreement may be renewed for an additional one-year period upon agreement of both parties under the same terms and conditions herein. The hourly rates set forth in Exhibit "B" shall remain firm for the first year of the initial term of the agreement. The hourly rates for any subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the

Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

4.03 Termination. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to Monitor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Monitor breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the city, state, or federal government from Monitor or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against Monitor;
(d) the dissolution of Monitor;
(e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
(f) failing to complete work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

4.04 Duties upon Termination. Upon delivery of any notice of termination required herein, Monitor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Monitor shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Monitor shall also tender all of Monitor's work product, whether complete or not, in an acceptable form and format to the City's Representative. No final payment will be made until all work product is so tendered.

If this Agreement is terminated for cause, Monitor shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Monitor's work. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

V.
Insurance, Indemnity and Release

5.01 Insurance Required. Throughout the term of this Agreement, the Monitor at its 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 Monitor's services, whether such services be by the Monitor, its 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.

5.02 Primary Insurance. The Monitor's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of

the Monitor's insurance and shall not contribute to it. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5.03 Minimum Requirements. The Monitor's insurance coverage herein shall, at a minimum, meet the following requirements:

1. Commercial General Liability
   - General Aggregate: $2,000,000
   - Products and completed operations Aggregate: $2,000,000
   - Per Occurrence: $1,000,000
   - Personal & Advertising Injury: $1,000,000
   - Per Occurrence: $1,000,000
   - Fire Damage: $500,000
   - Coverage shall be broad form.
   - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
   - Waiver of Subrogation required.

2. Business Automobile Policy
   - Combined Single Limits: $2,000,000
   - Coverage for "Any Auto"
   - Waiver of Subrogation required.

3. Errors and Omissions
   - Limit: $1,000,000
   - Claims-made form is acceptable.
   - Coverage will be in force for one (1) years after services are completed.

4. Workers' Compensation
   - Statutory Limits
   - Employer's Liability $1,000,000
   - Waiver of Subrogation required.

5.04 Certificates. Prior to any work being performed on the site, the Monitor 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 (30) days' prior written notice has been given to the City via certified mail, return receipt requested.

The Monitor shall also file with the City valid Certificates of Insurance covering all subcontractors.

5.05 Requirements for Policies. The following are general requirements applicable to all policies:

- All liability policies shall have an AM Best Rating of A: VII or better.

- Insurance carriers licensed and admitted to do business in State of Texas will be accepted.
- The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy required herein.
- Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative. Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to any work being performed at the site.
- Upon request of and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to City of Friendswood's representative.

5.06 INDEMNITY

THE MONITOR HEREBY 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, DEMANDS, 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, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE MONITOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE MONITOR, ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH MONITOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY MONITOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE MONITOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE MONITOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL

HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND/OR LIABILITY WHEREIN 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 ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE MONITOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

5.07 **By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. The Monitor assumes full responsibility for its work and services performed hereunder 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 the Monitor's work and/or services to be performed hereunder. This release shall apply with respect to the Monitor's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.**

VI.
Miscellaneous

6.01 Federal Contract Required Clauses. The Federal Contract Required Clauses as detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes, shall apply to this Agreement to the extent applicable. Should there be a conflict between the provisions of this Agreement and those in Exhibit "C" the more stringent shall control, except as otherwise required by law.

6.02 No Pledge of Credit. Monitor shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6.03 Compliance with Law. In performance of the Services, the Monitor will comply with all applicable laws and regulatory requirements, including federal, state, special district, and

local laws, rules, regulations, orders, codes, criteria, and standards. The Monitor shall obtain all permits and licenses necessary to perform the services under this Agreement at the Monitor's own expense.

6.04 Federal and State Tax. Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

6.05 Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.06 Conflict of Interest. Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

6.07 Access and Audits. Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

6.08 Nondiscrimination. Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

6.09 Entire Agreement. The City and the Monitor agree that this Agreement including its amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6.10 Authority to Practice. Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

6.11 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

6.12 Modification of Work. City reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the City notification of a contemplated change, the Monitor shall: (1) if requested by City, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

6.13 Laws and Regulations. This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue in Harris County, Texas, for any and all matters arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

6.14 Independent Contractor. The Monitor is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by the Monitor under the terms of this Agreement.

6.15 Notices. Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF FRIENDSWOOD
Attn: City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

For the Monitor:

TETRA TECH, INC.
Attn: President
2301 Lucien Way, Suite 120
Maitland, FL 32751

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

6.16 No Third-Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Monitor and the City only.

6.17 No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and Monitor hereby agree that no claim or dispute between the City and Monitor 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, Monitor consents to be joined in the arbitration proceeding if Monitor's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

6.18 Waiver. No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.19 No Assignment. Monitor may not sell or assign all or part interest in the transport of the materials to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

6.20 Headings. The headings used in this Agreement are for general reference only and do not have special significance.

6.21 Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

6.22 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 19th day of September 2022, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

TETRA TECH, INC.

(Signature)

Jonathan Burgiel
(Printed Name)

Business Unit President
(Title)

STATE OF ~~TEXAS~~ FLORIDA §
§
COUNTY OF ~~HARRIS~~ ORANGE §

Before me on this day personally appeared Jonathan Burgiel, in his capacity as Business Unit President of TETRA TECH, INC, on behalf of such corporation,

✓ known to me;
____ proved to me on the oath of _____; or
____ proved to me through his 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 executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 8th day of September, 2022.

Notary Public in and for the State of ~~Texas~~ Florida

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

Exhibit "A"
Scope of Services

The Monitor shall advise and support the City during a disaster recovery effort and shall provide expertise, personnel, materials, equipment, transportation, supervisions and all other services necessary to monitor the recovery efforts of the City's Disaster Debris Removal Contractor in accordance with Federal Emergency Management Administration policies and guidelines as outlined in Exhibit "C." The primary purpose of the monitoring services to be provided pursuant to this Agreement is to ensure that the debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under FEMA, Texas Commission on Environmental Quality, and any other governmental agency with jurisdiction over response and recovery actions. Services shall include, but not be limited to, monitoring of debris collection and Temporary Debris Storage and Reduction Sites (TDSR Sites) and Disposal Sites, data reporting, and preparing proper documentation in order to request and obtain reimbursement from FEMA for disaster related costs and other related services. The Monitor shall monitor the DRC's progress, suggest, and assist with implementing recommendations to improve efficiency.

All work shall follow the requirements of the Occupational Safety and Health Administration ("OSHA") and Environmental Protective Agency ("EPA") to maintain a safe working environment. The City has the right to increase or decrease the Monitor's assignment and/or areas of operation within the scope of this Agreement. The Monitor will be required to review the City Debris Management Plan and follow practices and guidelines as well as FEMA and all other applicable regulations, guidelines and practices.

A. Definitions: When used in this Scope of Work, the following words, terms and phrases shall have the meanings ascribed to them in the Agreement as well as this section, except when the context clearly indicates a different meaning.

City Manager means the City Manager of the City of Friendswood or his designee.

Disposal Site means a landfill or other waste management facility.

DRC means City's Disaster Debris Removal Contractors during the term of this Agreement.

Eligible Debris means debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.

Emergency Management Coordinator means the City's Fire Marshal/Emergency Management Coordinator or his designee.

EPA means the United States Environmental Protection Agency or its successor agency.

FEMA means the United States Federal Emergency Management Administration or its successor agency.

FHWA means the Federal Highway Administration or its successor agency.

Notice to Proceed: The written official notice to a respondent from an authorized City official instructing the respondent to proceed with disaster recovery and debris removal activities.

PM means the Project Manager appointed by the Monitor and who shall perform the duties as prescribed herein.

TCEQ means the Texas Commission on Environmental Quality or its successor commission.

Temporary Debris Staging and Reduction Site or *TDSR Site* means a temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.

TxDOT means the Texas Department of Transportation or its successor.

B. Project Management and Process Oversight
The Monitor shall perform project management and process oversight activities, including, but not limited to, the following:

1. The PM will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by the Monitor.

2. The PM and other key personnel of the Monitor shall report to the City's Emergency Operations Center within twenty-four (24) hours of issuance of Notice to Proceed. The City expects the Monitor to give "priority" service to any call for services in the City.

3. The PM shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the Debris Manager with the Monitor, DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

4. The Monitor shall provide trained personnel to observe, direct and document the activities of the DRC. The Monitor shall be responsible for scheduling work for all its personnel on a daily basis. The Monitor shall assist the City in coordinating work assignments for the DRC.

5. The Monitor shall monitor the DRC progress and record the progress daily, including mapping all streets and locations where debris was collected. The Monitor shall count loads, verify quantities, tons, etc. from the disaster, to comply with the City's Debris Management Plan and FEMA reimbursement rules.

6. The Monitor shall attend one meeting and/or conference call annually, at no expense to the City, for pre-event planning.

C. Documentation and Reimbursement Assistance

1. The Monitor shall use load tickets to track and document the removal and management of Eligible Debris. The Monitor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Monitor shall retain original completed tickets on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets shall also be retained by the Monitor, vehicle driver, sub-DRC, and DRC.

2. The Monitor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours (first push) following a declared disaster, this may require documenting times that DRC manpower and equipment are actively used in order to document time and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

3. The Monitor shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA, and any other applicable federal, state or local agencies.

4. The Monitor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DRC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site, each Disposal Site as well as a total for all TDSR Sites and all Disposal Sites; and a final report following completion of debris recovery operations.

D. Field Collection Monitoring

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include, but not be limited to, the following:

1. The Monitor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DRC removal crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

2. The Monitor shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Monitor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include drones, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

3. Field Monitors shall ensure DRC works in a clean and orderly manner.

4. Field Monitors shall continuously inspect the work of the DRC to ensure that debris removed is of the proper type and from the areas designated by the City, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs, including drone images, of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes.

5. If the Field Monitor finds that the DRC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the PM. All stop work orders must be documented and reported to the City's Debris Manager or designee.

6. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers).

E. TDSR or Disposal Site Monitors

1. The Monitor shall provide Site Monitors for each TDSR Site or Disposal Site. The Monitor shall be prepared for the City or DRC to begin hauling debris to the TDSR or Disposal Sites within twenty-four (24) hours after a disaster debris event. TDSR or Disposal Site Monitor responsibilities shall include but not be limited to the following:

   - Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets;
     By signing the load ticket, the Monitor understands and agrees that the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

   - Take digital images (photograph) of loads of debris, as directed by the City, and record load information on the images;

   - Collect all load tickets and provide copies of them to the DRC's designated personnel;

   - Certify and update the DRC's fleet documentation, which shall include, but not be limited to the following:

     - obtain from the DRC such documentation, including vehicle number, type of vehicle and volume capacity calculation,

     - update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process, and

     - periodically and randomly perform volume capacity verifications of recovery vehicles;

   - Verify that all DRC equipment has been completely emptied prior to leaving the TDSR or Disposal Site; and

   - Observe all vehicles entering and exiting the TDSR or Disposal Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

2. The Monitor shall use load tickets to track and document the removal and management of Eligible Debris.

3. The Monitor shall be responsible for the following items at all TDSR or Disposal Sites:

   - Verify that all sites have access control and security;

   - Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location;

   - Assist with coordinating the logistics of the site to ensure efficient traffic flow;

- Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment;

- Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured; and

- Report safety or other hazards to the City.

F. Other Related Services

The Monitor shall provide other related services as requested by the City. Such services may include but would not be limited to the following:

1. Perform damage assessments to determine areas impacted, quantities of debris and types of debris;

2. Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues;

3. Provide training to City staff as directed by the Debris Manager or designee; and

4. Provide digital images with time/date stamp of debris sites.

G. Monitor Personnel

1. The Monitor shall secure at its expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DRC.

2. The Monitor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, TxDOT, TCEQ and other federal, state or local agency regulations and policies is required. Monitor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

3. At the annual meeting with the City, the Monitor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Monitor shall update the operations report for any changes such as additions or deletions of staff. The City retains the right to request personnel replacements.

4. The Monitor's staffing plan shall include the positions listed in Exhibit "B." The Monitor may use other positions as necessary if approved in writing by the City prior to use of said position(s). All such positions and applicable hourly rates are included in Exhibit "B" and shall be all-inclusive.

5. The Monitor's field personnel shall be identifiable with safety vests and vehicle placards.

H. General Requirements.

1. The Monitor shall maintain documentation for any and all billed items.

2. In addition, the Monitor is responsible for:

- Providing a response by phone, email, or text within four (4) hours of a request for assistance;
- Accurate invoices submitted to the City, at the minimum, weekly; and
- Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

Exhibit "B"
Monitor Fee Schedule

All payments to be made as a result of this Agreement shall follow all existing and future National, State and Local laws, ordinances, and regulations.

Personnel			
Project Manager	Each		$85.00
Operations Manager	Each		$65.00
Field Supervisor	Each		$45.00
Health and Safety Officer	Each		$55.00
Debris Monitor	Each		$37.00
GIS Analyst	Each		$55.00
Data Manager	Each		$55.00
Billing/Invoice Analyst	Each		$60.00
Additional Personnel Needed			
Automated Debris Management System	Each		$35.00

Exhibit "C"
Federal Contract Required Clauses

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes of this Exhibit "C," the Monitor may also be referred to as "Contractor" or "Prime Contractor." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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23. Additional FEMA Requirements.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:
   a. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
   d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS
   a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
   b. These affirmative steps shall include:
      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
   c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.
   d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.
   e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act
   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. FEDERAL WATER POLLUTION CONTROL ACT
   a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))
Compliance with the Contract Work Hours and Safety Standards Act.
   a. Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with2 C.F.R. pt. 180, subpart C and 2

b. C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

a. The bidder or respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

10. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

12. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance.

Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non- federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

14. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

15. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.

18. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

19. WHISTLEBLOWER PROTECTION ACT

a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or

subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

20. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability.

This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

a. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

23. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

a. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

c. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the contract."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Tetra Tech, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

09/08/2022

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor Tetra Tech, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

09/08/2022

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

   (For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

   During the performance of this contract, the contractor agrees as follows:

   1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

   4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

09/08/2022
Date

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/19/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the first renewal of the City's Pre-event Standby Contracts for Disaster Logistics with (i) Garner Environmental Services Inc., and (ii) DRC Emergency Services, LLC.

Originating Department: Emergency Services Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On May 2, 2022, the City Council authorized the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC (the "Contractors"). These pre-event contracts provide emergency equipment (generators, pumps, light towers) in the event of an unforeseen declared emergency/disaster and said contracts are attached to the item for your review. Each contract had an initial 3-year term and included an option to renew the same under the same terms and conditions for additional one-year periods upon the written agreement of both parties. This item allows the Council to approve the first one-year renewal. If approved, Garver's contract will extend to August 2026, and DRC's contract will extend to June 2026. At that time, the Council may renew the contracts again for another one-year term if desired.

The City will have access to the vendor's entire equipment and service inventory and will only be charged for the use of items when requested or ordered as a result of an emergency/disaster. FEMA requires that pre-event contracts are in place prior to an event. These contracts have no upfront cost and funds would be appropriated only if a notice to proceed is issued by the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These pre-event contracts for emergency response equipment and services will assist in needed equipment and services after a declared emergency or disaster. Pre-event contracts are required for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Garner Contract Extension
2. Garner Env Services Inc Master Disaster Services Agreement
3. Government Code Verification Form - Garner
4. COI - Garner
5. Form 1295 - Garner
6. DRC Contract Extension
7. DRC Emergency Services, LLC Contract for Disaster Logistics
8. Government Code Verification Form - DRC
9. Form 1295 - DRC

10. COI - DRC

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 is made and entered into by and between the City of Friendswood, Texas, (hereinafter, "Client"), and Garner Environmental Services, Inc (hereinafter, “Contractor”) to renew Client’s Master Services Agreement, dated August 2, 2022 (“the Agreement”).

WHEREAS, the Client and the Contractor entered into the Agreement, pursuant to which the Contractor is to provide emergency disaster response and consulting services; and

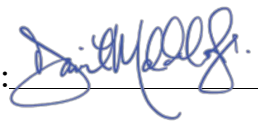
WHEREAS, the Agreement is set to expire August 2, 2025; and

WHEREAS, the Client and the Contractor desire to amend the Agreement to renew its term an additional one (1) year.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. In accordance with Section 3.1, the Agreement is hereby amended to renew the term for an additional one (1) year.
2. All provisions not in conflict with this Amendment remain in full force and effect, and are to be performed at the level specified in the Agreement.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform with this Amendment, effective as of the date of the last execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates set out below.

Garner Environmental Services, Inc.	**City of Friendswood**
Authorized Signature: 	Authorized Signature: _____
Printed Name: Danny Maldonado	Printed Name: _____
Title: Executive Vice President, Operations	Title: _____
Date: May 22, 2025	Date: _____

Garner

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the "**Agreement**") is made and entered into as of this 2nd day of August, 2022, by and between **Garner Environmental Services, Inc.**, a Texas corporation located at 1717 W. 13th Street, Deer Park, Texas 77536 (hereinafter "**Garner**") and **City of Friendswood (Texas)**, located at **1600 Whitaker, Friendswood, Texas 77546,** a Texas home-rule municipal corporation or political subdivision, (hereinafter "**CLIENT**"), along with CLIENT's Description of Locations and Affiliates authorized to request GARNER's services under this Agreement, effective for all purposes upon execution by the Authorized Representative of the CLIENT. Garner and CLIENT may also heretofore be referred to as the "Party" or "Parties".

WHEREAS Garner is engaged in the business of performing Emergency Disaster Response and Consulting Services;

WHEREAS Garner is committed to maintain the highest standard for professional accountability, conduct, competency, fair and ethical business practices, and service excellence; and

WHEREAS CLIENT and its agents or representatives may, from time to time, request services from Garner as provided herein.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, Garner and CLIENT enter and agree as follows:

1. Services.

   Under this Agreement being a time and materials contract subject to the terms and conditions of the applicable purchase order, service order, or work authorization, Garner will, at CLIENT'S request, provide Emergency Disaster Response and Consulting Services as referenced in the RFP, (the "Work") in compliance with the terms and conditions of this Agreement. Garner shall provide and/or procure personnel, labor, materials, tools, equipment, and/or other items and resources where necessary and/or as requested for the performance and completion of the work. Garner shall proceed under the circumstances then existing subject to the conditions of availability and necessity.

   1.1. Garner operates a (24) twenty-four-hour-per-day, (7) seven-days-per-week emergency response service telephone line at 1.800.424.1716 or 281.930.1200. The CLIENT'S representative making the call shall furnish to Garner the name and title of the caller, the location needing services (hereinafter referred to as the "Site" and/or "Worksite"), the hazardous and/or non-hazardous materials involved, and other relevant facts relating to the situation in order that Garner may use due diligence to mobilize the necessary resources subject to the conditions of availability and necessity. Garner shall return any call or message received by a designated representative of CLIENT within four (4) hours of an initial call during times of a declared emergency.

   1.2. The Parties recognize that, at the commencement of performance in accordance with this Agreement, the scope of the work may not be well defined. The Parties agree that, at the commencement of the work and at frequent intervals, their respective representatives shall consult with each other to review and define the scope of the work to be performed and outline strategies and approaches to such work. CLIENT and Garner shall each designate a representative who will be authorized to act with respect to the Work. Regarding the work:

      1.2.1. The Parties hereby acknowledge that, on occasion, CLIENT personnel may authorize services to be performed by Garner based on a verbal order, which will be confirmed with a written purchase order, service order or work authorization. The Parties hereby agree that on those occasions it is the Parties' intent that Garner respond based upon such verbal order and that the CLIENT be bound by the terms and conditions of this Agreement, which shall apply in all respects to the services performed by Garner, provided the verbal order is confirmed with a written purchase order, service order or work authorization; and

1.2.2. To the extent practicable, CLIENT shall promptly issue to Garner a purchase order, service order, or work authorization describing the scope of the work performed or to be performed and the names of the designated representatives for CLIENT and Garner, if different than the representatives designated in Section 1.2. In the event of a conflict between the terms of such purchase order, service order, or work authorization, and the terms of this Agreement, the terms of this Agreement shall prevail.

1.2.3. If the Parties later agree to modify the scope of the Work or the strategies or approaches thereto, they shall, within (7) seven calendar days of such modification, sign a written amendment to the purchase order, service order or work authorization issued.

1.3. Garner shall provide trained and competent personnel, and the appropriate skilled supervision, labor, materials, tools, equipment, personal protective equipment (hereinafter "PPE"), and subcontracted items where necessary and/or as requested for the performance and completion of the Work. Garner recognizes that time is of the essence in the performance of the Work and shall proceed with its best efforts under the circumstances then existing subject to conditions of availability and necessity.

1.4. Garner shall take necessary precautions for safety of its employees, independent contractors, and agents and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and further shall erect and properly maintain, as required by the conditions and progress of the work, necessary safeguards for the protection of its employees. Garner shall comply with, and shall cause its employees, independent contractors, and agents to comply with CLIENT policies, procedures, rules, and regulations and applicable bylaws, rules, and regulations pertaining to licensed, credentialed, certified, or accredited personnel. CLIENT reserves the right to reject and bar from the facility or job site any subcontractor, agent or employee hired by Garner.

1.5. CLIENT shall furnish to Garner information on the Worksite concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents reasonably needed by Garner to perform the Work if the same are available.

1.6. Whether or not CLIENT owns or operates the worksite, CLIENT shall, prior to commencement of the work, arrange for, provide for, and ensure lawful access to, and egress from, the worksite by Garner, its employees, and subcontractors and their vehicles and equipment.

1.7. CLIENT shall reasonably cooperate with Garner in a timely fashion so as to facilitate Garner's obligation in providing the Services.

1.8. If requested by CLIENT, Garner will endeavor to assist CLIENT in obtaining the proper and necessary permits for the Work, subject to on-site conditions and/or applicable rules and regulations; however, Garner shall in no way be obligated to satisfy any local, state, or federal regulatory reporting requirements that may apply. All required environmental clean-up permits shall be issued in CLIENT'S name.

1.9. The quality of products or services shall be subject to inspection by CLIENT at any time. Should it be found that quality of products delivered or services being performed are not satisfactory, and that the requirements of the specifications are not being met, CLIENT acting on its own behalf, may terminate the contract, and employ another company to fulfill the requirements of the contract.

1.10. Unsatisfactory or unsafe product(s) or equipment, as determined by CLIENT, shall be either returned to Garner or, if inoperable, shall be picked up by Garner at Garner's expense. Unless a different time frame is specified by CLIENT, Garner shall deliver product or equipment no more than seventy-two (72) hours from CLIENT'S placement of order. If product or equipment will not be available for delivery within that period, Garner shall inform CLIENT at the time of order

to allow CLIENT to locate an alternate source for the equipment. Failure to provide ordered product, equipment or services within the requisite time frames constitutes a material breach and is grounds for immediate cancellation of the contract upon notice at the option of CLIENT. Additionally, CLIENT reserves the right to cancel this Contract after twenty-four (24) hours of any order placement if, in CLIENT'S sole judgment, Garner does not possess adequate resources or mobilization ability to meet the needs of the emergency by delivering product or services within seventy-two (72) hours of request. Garner shall supply an equipment inventory along with its invoice, which shall be verified by a City representative at the time of delivery.

2. Compensation and Payment.

2.1. Compensation payable by CLIENT to Garner shall cover and include all overhead, superintendents, labor, use of equipment furnished, and all other cost and expense incurred by Garner in the performance of said Work. Garner's then-current rate schedule shall include or shall be modified to include all other costs and expenses associated with overhead, superintendents, labor, use of equipment to be used by Garner in the performance of the Work prior to the performance of the Work. CLIENT shall compensate Garner for the Work performed for CLIENT pursuant to this Agreement on a time and materials basis as follows:

2.1.1. For work performed domestically, in accordance with Garner's then current Response Rate Schedule at the time the Work is performed (Exhibit "A");

2.1.2. For work performed in connection with disasters including natural disasters, in accordance with Garner's then current Disaster Response Rate Schedule (Exhibit "B").

2.2. Garner shall ensure that CLIENT is in possession of Garner's current applicable Response Rate Schedule in effect at the time CLIENT requests Garner's services and is responsible for providing updates of any exhibit(s) that changes during the term of this Agreement. Such updated exhibit(s) shall not be applicable to CLIENT until thirty (30) days after CLIENT'S receipt thereof. Rate schedules may only be adjusted once per year to reflect the Consumer Price Index (Urban) sixty-three (63) days prior to the expiration of the then-current term. It is expressly acknowledged and agreed upon by and between the Parties that the rates set forth within Garner's applicable Response Rate Schedule, are incorporated herein for all purposes as if fully copied at length, are part and parcel of this Agreement, and may not be modified except in writing signed by both parties.

2.3. Garner shall submit periodic invoices to CLIENT for the services performed pursuant to the purchase order, service order, or work authorization issued in accordance with Section 1 herein setting forth the total amounts due in accordance with the applicable fee schedule at the time service is performed for labor, materials, equipment, subcontract services and other resources or services utilized or incurred in performance of the work, less such previous payments as have been received for such work.

2.4. Should CLIENT request by telephone or in writing Garner's services and, acting on this request, Garner mobilizes equipment and personnel, yet CLIENT subsequently terminates this request before services are performed, then CLIENT is obligated to, and shall be responsible for, the fees associated with those equipment and personnel, on a portal-to-portal basis, in accordance with the fee schedule in effect at the time of request for services.

2.5. CLIENT agrees to pay all undisputed amounts due under this Agreement within thirty (30) days following receipt by CLIENT of Garner's services or invoice therefor, whichever is later, in United

States Dollars (US $). CLIENT agrees that CLIENT shall pay to Garner interest on past due amounts, from the past due date until paid, at the lessor of the rate specified in Section 2251.025 of the Texas Government Code or the highest contractual rate allowed by law, CLIENT and Garner acknowledging herein that CLIENT shall not pay interest in excess of that allowed by law. CLIENT agrees to immediately notify Garner of any changes to CLIENT's name, address(es) and phone number(s).

2.6. All payments shall be made by CLIENT to Garner Environmental Services, Inc., at 952 Echo Lane, Suite 400, Houston, TX 77024.

3. Term.

3.1 The initial term of this Agreement shall be three (3) years after the date of execution by all Parties (the "Effective Date"). Thereafter, this Agreement shall be renewed annually for additional (1) one-year terms, unless either Party hereto provides written notice to the other Party at least (30) thirty days prior to the expiration date of the Agreement that it does not wish to have the Agreement renewed. Otherwise, either Party hereto may terminate this Agreement only for cause and after a failure to cure such cause within ten (10) calendar days after written notice. "Cause," if asserted by Garner, means a failure of CLIENT to make payment of an invoice timely, any action or demand by the CLIENT that impairs Garner's ability to perform services under this Agreement, or any other material breach of this Agreement. "Cause" if asserted by CLIENT means a failure of Garner to perform services or any other material breach of this Agreement. All rights and obligations of the Parties arising pursuant to this agreement prior to termination shall remain enforceable.

3.2. Upon notice to Garner and a failure, within twenty-four (24) hours, to cure a stated deficiency, CLIENT, in its sole judgment, reserves the right to stop the work. CLIENT reserves the right to cancel this contract in its entirety at any time for cause when CLIENT deems that Garner is unable or incapable of performing the work including meeting the requisite delivery time frames, or otherwise adequately meeting the needs of the declared emergency. In the event of such stoppage or cancellation, CLIENT shall provide immediate written notice of Garner's default and shall have the right to arrange for the completion of the work in such manner as is deemed in its best interests. CLIENT shall pay Garner any unpaid expenses or fees incurred prior to notification of termination in accordance with Article 2. All rights and obligations of the parties arising pursuant to this agreement prior to termination shall remain enforceable.

4. Independent Contractor.

Garner will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Garner be considered an employee of the CLIENT. Nothing in this Agreement shall be deemed to imply that either Party is the agent of the other Party, nor shall either Party have the right to bind the other Party or make any promises or representations on behalf of the other Party. Garner shall not represent to third parties that any Garner employees, independent contractors, or agents are employees of CLIENT. CLIENT shall not withhold on behalf of Garner employees, independent contractors, or agents any sums for income tax, unemployment insurance, Social Security, or any other withholding or self-employment taxes of whatsoever kind or nature (or penalties and assessments or interest thereon) that may be due or assessed by any governmental entity or agency pursuant to any law or requirement of any governmental body relating to the independent contractor status of Garner and Garner's employees, subcontractors, or agents. Neither Garner nor any Garner employees, independent contractors, or agents shall have any claim under this Agreement or otherwise against CLIENT for vacation pay, sick leave, workers' compensation, retirement benefits, social security, disability benefits, unemployment insurance benefits, or employee benefits of any kind. All of such payments, including all

federal and state tax payments due by Garner as an independent contractor, and all costs of health, workers' compensation, and other benefits are the sole responsibility of, and shall be paid by, Garner. **Garner shall indemnify and hold CLIENT harmless from any and all loss or liability arising from or related to the failure of Garner or Garner employees, independent contractors, or agents to pay self-employment taxes, federal, and state income taxes, and other taxes or assessments normally paid by a self-employed individual, including, without limitation, penalties and interest that arise out of any monies earned by Garner and Garner employees, independent contractors, or agents.** Without the express written consent of CLIENT, Garner shall have no apparent or implied authority to extend the credit of the CLIENT; bind CLIENT under any contract, agreement, note, mortgage, or other obligation; discharge any debt due CLIENT unless CLIENT has received the full amount thereof; or sell, mortgage, transfer, or otherwise dispose of any assets of CLIENT.

5. Insurance.

Garner shall carry and keep in force during the term of this Agreement insurance policies with a company or companies authorized to provide such services. Garner will provide to CLIENT a Certificate of Insurance, as proof of the required insurance coverages. Garner will maintain professional liability insurance of $1,000,000 per occurrence and $3,000,000 annual aggregate, general liability insurance of $1,000,000 per occurrence and $3,000,000 annual aggregate, automobile liability insurance of $1,000,000 combined single limit per accident/occurrence for bodily/personal injury and property damage, excess liability insurance of $10,000,000 per accident/occurrence in excess of the primary liability coverages and limits aforementioned, and statutorily required workers' compensation insurance. Additionally, Garner will provide to CLIENT written notice of occurrence, if any, cancellation, material change in the coverages, or intent not to renew any of the policies in accordance with policy provisions. Garner agrees to provide Additional Insured status to CLIENT (except on workers' compensation policy) with waiver of subrogation and primary status. Additional insured status, waiver of subrogation and primary status shall be afforded to the extent of Garner's covered obligations assumed hereunder in connection with Garner's operations.

6. Indemnification.

Garner shall indemnify, defend, and hold harmless the CLIENT from any and all liability, claims, demands, judgments, and costs (including a reasonable attorney's fee) arising from the negligent or otherwise wrongful act or omission of Garner, its officers, directors, employees, agents, and representatives, or which arise from the indemnifying Party's breach of this Agreement. The Parties agree that this section 6 is the complete agreement between them with respect to any possible indemnification claim.

6.1. Garner shall indemnify, hold harmless, protect, and defend CLIENT, its officers, directors, employees, agents, and representatives from and against any and all damages, asserted claim of trespass, losses, claims, demands, causes of action, judgments, judgment liens, penalties, and expenses of every kind and character (including attorneys' fees, investigation expenses, expert witness fees, judgments, court costs and settlement costs), and other liabilities to the extent of any sole negligent act or willful misconduct of Garner or its officers, directors, employees, agents and representatives pursuant to the work. Garner shall defend claims asserted against the CLIENT hereunder and shall bear all costs and judgments related thereto at its sole expense. CLIENT shall have the right, at its option, to participate in the defense of each such claim without relieving Garner of any obligations hereunder.

6.2. The foregoing indemnity in section 6.1 shall apply whether or not such claims, damages, losses, and/or expenses are founded, in part, by any negligent act or omission of CLIENT's officers, directors, employees, agents and representatives. Provided, however, that CLIENT shall be entitled

under this paragraph to receive indemnification for that portion of any claims, damages, losses, and/or expenses that are proximately caused by its own gross negligence or willful misconduct.

6.3. With respect to property damage sustained by the CLIENT and its officers, directors, employees, agents and representatives, the rights and obligations between the Parties to this Agreement shall be determined at law, except as otherwise expressly provided within this Agreement.

6.4. In the event that bodily injury, death, or property damages is sustained by a person or entity not referred to above, the rights and obligations between the Parties to this Agreement shall be determined at law, except as otherwise expressly provided within this Agreement.

6.5. Garner's indemnity obligations shall survive the termination of this Agreement.

7. Force Majeure.

If due to Force Majeure either Party hereto is rendered unable, in whole or in part, to carry out its obligations under this Agreement, upon such Party giving written notice including full particulars of such Force Majeure to the other Party immediately after the occurrence of the cause relied on, then the obligation of that Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the reasonable control of the Party claiming a suspension which by the exercise of due diligence such Party shall not have been able to avoid or overcome. In no event, however, shall the foregoing limit the rights of the CLIENT or Garner to terminate this Agreement, or the service as otherwise provided herein.

8. Non-Exclusivity and No Obligation.

The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. CLIENT is free to engage others to perform services of the same or similar nature to those provided by Garner, and Garner shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by Garner. Furthermore, nothing in this Agreement should be construed as an obligation or commitment to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate discussions contemplated by this Agreement.

9. Compliance with Laws.

Each Party hereby represents, warrants, and agrees that it is in compliance with, and will continue to comply with, all applicable federal, state, and local laws, rules, and regulations.

10. Governing Law.

The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas with venue for any dispute fixed in Galveston County, Texas.

11. Change in Law.

In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have significant adverse impact on either Party in connection with the performance of this Agreement, or in the event that performance by either Party of any term, covenant, condition or

provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal ("Change in Law"), the affected Party shall have the right to require that the other Party renegotiate in good faith the terms of this Agreement to comply with the Change in Law. If the Parties, despite good faith negotiations by each Party, fail to reach an agreement satisfactory to both Parties within thirty (30) days of the request for renegotiation, the Party requesting such renegotiation may terminate this Agreement upon fifteen (15) days' prior written notice to the other Party or sooner if required by law.

12. Subcontractors.

Garner may, in its discretion, use subcontractors in connection with the work performed under this Agreement. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Garner and its employees had performed the services.

13. Taxes.

Garner will pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes customarily paid by employers for its direct employees.

14. Drug Policy.

Garner will ensure its Drug Free Workplace and drug testing policy substantially conforms to CLIENT's policy.

15. Violence Policy.

Garner will ensure its policy against Violence in the Workplace substantially conforms to CLIENT's policy.

16. OSHA Compliance.

Because CLIENT controls the facilities in which Garner and its employees and subcontractors work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act (OSHA) and comparable state laws and regulations thereunder, to the extent those laws apply to Garner and its employees and subcontractors to CLIENT's facility, except as may be otherwise agreed in writing signed by the Parties hereto. Any such agreement shall be included as an addendum to this Agreement.

17. Notice and Contact.

Notice may be given by fax, electronic mail, hand-delivery or certified mail, postage prepaid, and is deemed received on the day faxed with a delivery receipt, sent by electronic mail with a delivery-receipt or hand-delivered or on the third day after deposit in the U.S. Mail, if sent certified mail. Notice shall be sent as follows:

For CLIENT:	
Company Name:	**City of Friendswood**
Contact Name:	**Brian Mansfield**
Address:	**1600 Whitaker Dr**
City, State, Zip:	**Friendswood, TX 77546**
Phone:	**(281) 996-3335**
Fax:	**(281) 996-8525**
E-mail:	**EOC@friendswood.com**

For Garner:

CompanyName:	Garner Environmental Services, Inc.
Contact Person:	John Temperilli, President
Address:	1717 W. 13th St.
City, State, Zip:	Deer Park, TX 77536
Phone:	(281) 930-1200 (Office)
Fax:	(281) 478-0296
Email:	jtemperilli@garner-es.com

18. Amendments.

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the Parties.

19. Severability.

Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

20. Ambiguities.

The rule of construction that ambiguities in an Agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

21. Headings.

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

22. Waiver.

The failure of a Party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

23. CLIENT Confidential Information.

If any CLIENT Confidential Information is disclosed to Garner, Garner shall: (i) advise its agents, officers, employees, partners, and subcontractors of the obligations set forth in this Agreement; (ii) keep all CLIENT Confidential Information strictly confidential; (iii) not disclose any CLIENT Confidential Information received by it to any third parties, and (iv) not use any CLIENT Confidential Information for any purpose other than the fulfilment of its obligations under this Agreement. For purposes of this Agreement, "CLIENT Confidential Information" means any information that is identified as confidential by CLIENT or that is deemed as confidential under applicable state and federal laws, including personal information.

24. Professional Capacity.

Garner represents and warrants that the assigned employees are professionals who use their own professional and business methods to perform services. Garner represents and warrants that Garner, and the assigned employees, are properly licensed, certified, or accredited as required under applicable state law or administrative rules.

25. Mutual Confidentiality.

Confidential Information (as hereinafter defined) shall be disclosed hereunder to enable the Parties to evaluate the possibility of a business transaction between the Parties (the "Business Goal").
"Confidential Information" means any non-public information (whether oral, written, electronic or otherwise) disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), including, without limitation, design documents, drawings, plans, specifications, processes, formulas, inventions, customer lists, customer contacts, customer preferences, other customer information, trade secrets, business secrets, methods of operating business, financial information, sources of supplies and equipment, billing and collection practices, promotional and marketing activities, purchasing activities, sourcing methodology and initiatives, computer hardware, programs and applications, and other secret information and data, relating, directly or indirectly, to the existing or prospective business operations, financial condition, or technology of Disclosing Party. "Confidential Information" means any information that is identified as confidential by a party hereto or that is deemed as confidential under applicable state and federal laws, including personal information.

25.1. Non-Disclosure and Non-Use of Confidential Information.

The Receiving Party agrees to accept Confidential Information for the sole purpose of furthering the Business Goal. The Receiving Party agrees not to use Confidential Information of the Disclosing Party otherwise for its own or any third party's benefit, and agrees not to reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the Disclosing Party's Confidential Information provided to the Receiving Party hereunder. The Receiving Party will undertake all reasonable precautions to protect the secrecy of and avoid unauthorized disclosure, publication, dissemination, or use of Confidential Information of the Disclosing Party. Such precautions shall include the reasonable degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature. The Receiving Party will not disclose Confidential Information of the Disclosing Party to anyone other than those who have a need to know in order to carry out the Business Goal. Each Party agrees to notify the other Party in writing of any misuse, misappropriation, or unauthorized disclosure of such Confidential Information of the other Party which may come to its attention and to assist the Disclosing Party in every reasonable way to regain possession of its Confidential Information and prevent its further unauthorized use.

25.2. Limitations on Confidentiality.

The obligation of the Receiving Party with respect to any specific Confidential Information of the Disclosing Party shall terminate when the Confidential Information of the Disclosing Party: (1) is already known to the Receiving Party at the time it is disclosed to the Receiving Party; (2) is generally known, or becomes generally known to the public through no wrongful act of the Receiving Party; (3) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of an obligation of confidentiality on the part of the Receiving Party; or (4) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

25.3. Mandatory Disclosure.

In the event that the Receiving Party or its officers, directors, employees, agents, or representatives are requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall give prompt notice to the Disclosing Party (unless otherwise prohibited by law) so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information of the Disclosing Party that is required to be disclosed.

25.4. Ownership of Confidential Information.

All Confidential Information of the Disclosing Party remains the property of the Disclosing Party. Nothing in this Agreement is intended to grant or imply any rights to either Party under any patent, copyright, trade secret, or other intellectual property right, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information, except for the limited right to review and use such Confidential Information solely for the purposes of the Business Goal.

25.5. Ownership of Work Product.

The Parties acknowledge that any and all computer systems, designs, processes, formulas and flow charts, as well as all analyses, studies, reports, notes, records, correspondence and tapes, and all other work products and related information and documentation which are made, conceived, prepared or first reduced to practice by a Party in contemplation of, or as a result of the evaluation of the Business Goal are and shall be the sole and exclusive property of the Party creating the work product and the other may not utilize the work product in any manner, except to evaluate the Business Goal.

25.6. No Warranty.

All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy, completeness, or performance. The Disclosing Party shall have no liability to the Receiving Party relating to or arising from the Receiving Party's use of the Confidential Information of the Disclosing Party.

25.7. Return of Documents.

Within ten (10) business days of receipt of written request by the Disclosing Party, the Receiving Party will return to the Disclosing Party or destroy all documents, records, and copies (including electronic copies) thereof containing Confidential Information of the Disclosing Party. For purposes of this section, the term "documents" includes all information fixed in any tangible or electronic medium of expression, in whatever form or format. Any document, record, or copy containing Confidential Information of the Disclosing Party electronically stored upon media owned by Receiving Party and which media the Receiving Party does not desire to return or transfer to Disclosing Party upon its obligation to return such Confidential Information of the Disclosing Party, shall be irretrievably deleted, erased, or otherwise destroyed by the Receiving Party. The Receiving Party shall delete, erase, or destroy such electronic documents, records, or copies within the ten (10) business days after receipt of the written request by the Disclosing Party. Upon the written request of the Disclosing Party, the Receiving Party shall certify in writing by an authorized officer of the Receiving Party that the Receiving Party has complied with this section.

26. Acceptance of Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below and in acknowledgement of the effective date referenced in section 3 above.

ACCEPTED:
Garner Environmental Services, Inc.

Authorized Signature:

Printed Name: John Temperilli

Title: President

Date: 07/27/2022

ACCEPTED:
City of Friendswood

Authorized Signature:

Morad Kabiri
City Manager
August 2, 2022

CITY OF FRIENDSWOOD
STATE OF TEXAS

ATTACHMENT D
PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name: Garner Environmental Services, Inc. **City of Friendswood RFP #: 2022-07**

All work to be performed as described herein and comply with all requirements as part of the Disaster Services RFP.
Quantity numbers provided may not represent actual order.
Quantities are estimated for unit rate evaluation purposes only.

Unit Cost Proposal

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
	Bid Item A: Generators				
A-001	50KW Generator	Each	1	$1621.81/wk	$1621.81/wk -
A-002	100KW Generator	Each	1	$2289.29/wk	$2289.29/wk -
A-003	200KW Generator	Each	1	$3088.20/wk	$3088.20/wk -
A-004	300KW Generator	Each	1	$3768.02/wk	$3768.02/wk -
A-005	400KW Generator	Each	1	$5287.56/wk	$5287.56/wk -
A-006	500KW Generator	Each	1	$5789.87/wk	$5789.87/wk -
	Bid Item B: Cables				
B-01	50' of Cable	Unit	1	$123.50/wk	$123.50/wk -
B-02	100' of Cable	Unit	1	$247.00/wk	$247.00/wk -
	Bid Item C: Light Tower				
C-001	Light Tower, 4,000 Watt	Each	1	$513.57/wk	$513.57/wk -
	Bid Item D: Pumps				
D-01	Pump, 49HP	Each	1	$810.91/wk	$810.91/wk
D-02	Pump, 74HP	Each	1	$1405.57/wk	$1405.57/wk
	Bid Item E: Traffic Control Devices				
E-001	Barricade, Type 1	Each	100	$12.00/wk	$1,200.00/wk -
E-002	Barricade, Type 2	Each	100	$12.00/wk	$1,200.00/wk -
E-003	Barricade, Type 3	Each	100	$30.00/wk	$3,000.00/wk -
E-004	Stop Sign, Portable (free standing)	Each	150	$15.00/wk	$2250.00/wk -
	Bid Item F: Message Board				
F-001	Message Board, Electronic Portable	Each	1	$2301.64/wk	$2301.64/wk -
	Bid Item G: Fuel				
G-001	Diesel	Gallon	1	Market Rate	Pass Thru
G-002	Unleaded	Gallon	1	Market Rate	Pass Thru
G-003	Fuel Truck, able to directly fuel vehicle	Each	1	$56,763.48/wk	Includes Driver -
	Bid Item H: Portable Sanitation				
H-001	Portable Restroom, ADA Compliant	Each	1	$684.25/wk	7 Day Minimum -
H-002	Hand Wash Station	Each	1	$803.75/wk	7 Day Minimum
H-003	Portable Restroom Trailer, 2-Station	Each	1	$6456.10/wk	7 Day Minimum
H-004	Portable Restroom Trailer, 4-Station	Each	1	$7148.40/wk	7 Day Minimum
	Bid Item I: Services				
I-001	Electrician	Hour	1	$215/hr	Plus Travel/Work Var
	Bid Item J: Miscellaneous				
J-001	Miscellaneous	Unit	1		$ -

111 Veterans Memorial Blvd., Suite 1420, Metairie, LA 70005
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

May 2, 2025

Brian Mansfield, Director
City of Friendswood
1600 Whitaker Dr.
Friendswood, TX 77546
Phone: (281) 996-3335
Email: bmansfield@friendswood.com

Re: Contract Extension between DRC Emergency Services and the City of Friendswood, Texas for Disaster Logistics

Dear Mr. Mansfield:

The City of Friendswood, Texas, contract expires on June 5, 2025. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC, and the City of Friendswood, Texas, dated June 6, 2022, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring June 5, 2026.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lwalsh@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of Friendswood, Texas.

Sincerely,

Lisa Walsh
Lisa Walsh
Contracts Manager
Cell: (504) 715-9052

Agreed and Accepted By:
City of Friendswood

_____
Authorized Signature

_____
Title

_____
Date

CONTRACT FOR DISASTER LOGISTICS

THIS CONTRACT FOR DISASTER LOGISTICS entered into on this 6th day of June, 2022 (hereafter "Contract" or "Agreement"), by and between the City of Friendswood, Texas (hereafter the "Government"), represented herein by its authorized representative below, and DRC Emergency Services, LLC (hereafter "Contractor"), represented herein by its authorized representative below.

WITNESSETH that Government and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the "Contract Documents" defined below.

CONTRACT DOCUMENTS: The "Contract Documents" consist of:

(a) This Agreement and the terms and conditions attached in Exhibit "A"

(b) The Government's Emergency Request for Proposal No. 2022-07, all documents attached or referenced therein, and any amendments thereto (collectively, the "RFP");

(c) Contractor's Proposal submitted in response to the RFP;

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract and shall be given the priority in this section to the extent of any conflict.

CONTRACT TERM: The initial two-year term of this Contract shall be from June 6, 2022, through June 5, 2025, with two, one-year renewal terms upon mutual written agreement of the parties. Such renewal shall be for the same compensation set forth in the proposal and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract.

THUS, DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby on this 6th day of June 2022.

CITY OF FRIENDSWOOD

(Signature)

Morad Kabiri, City Manager
(Print Name and Title)

DRC EMERGENCY SERVICES, LLC

(Signature)

Kristy Fuentes VP, Secretary, Treasurer
(Print Name and Title)

881

Exhibit A

Terms and Conditions

1. SERVICES

1.01 The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all disaster-generated debris, including, but not limited to, debris stemming from vegetation, demolition, construction, household goods (which are also referred to herein as "white goods" and include household and industrial appliances), hazardous, and industrial waste materials (hereinafter referred to as "debris"), and within the time specified within this Contract.

These services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated as may be directed by the City. Services will only be performed when requested in writing by the City in accordance with all federal requirements and all applicable disaster management plans.

1.02 Once it has been determined that any of the various locations of property owned by or under control of the City could (or has) received damage from a natural or manmade disaster, the City may issue a Notice to Proceed ("NTP") to the Contractor to submit the required bonds and begin work. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor may, at the sole discretion of the City, haul debris directly to a final disposal site outside of the legal boundaries of the City.

1.03 Contractor's duties hereunder shall include, but not be limited to, project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose of all storm-related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager, Director of the Office of Emergency Management or other designee. For the required initial response, Contractor agrees to have a Contractor's representative physically present at the Friendswood Emergency Operations Center within twelve (12) hours after notification of need. Contractor shall commence the performance of the work required in the NTP within twenty-four (24) hours of issuance of NTP. Should the work described in the NTP not be fully underway within seventy-two (72) hours of the NTP, Contractor will be assessed liquidated damages as described herein.

1.04 The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities for each NTP issued hereunder.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the proposed services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the contract may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the City.

2.2 Cost of Services:

a. The Contractor shall bear the costs of performing all services hereunder, as directed by the City, including, but not limited to, that which is set out in Section 1. The Contractor shall be entitled to payment as specified herein; however, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions.

b. The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

c. The City shall withhold interest-free a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

d. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as determined by the City, the Contractor shall be reimbursed as follows:

Unit Cost Proposal						
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION	
	Bid Item A: Generators					
A-001	50KW Generator	Each	1	Weekly	$ 2,570.86	-
A-002	100KW Generator	Each	1	Weekly	$ 5,497.77	-
A-003	200KW Generator	Each	1	Weekly	$ 8,107.43	-
A-004	300KW Generator	Each	1	Weekly	$ 11,345.84	-
A-005	400KW Generator	Each	1	Weekly	$ 14,682.64	-
A-006	500KW Generator	Each	1	Weekly	$ 18,004.07	-
*Pricing is for triple shift and does not include fueling.						
	Bid Item B: Cables					
B-001	50' of Cable	Unit	1	Weekly	$ 45	-
B-002	100' of Cable	Unit	1	Weekly	$ 75	-
	Bid Item C: Light Tower					
C-001	Light Tower, 4,000 Watt	Each	1	Weekly	$ 890.96	-
	Bid Item D: Pumps					
D-001	Pump, 49HP	Each	1	Weekly	$ 1,757.14	-
D-002	Pump, 74HP	Each	1	Weekly	$ 3,032.15	-
	Bid Item E: Traffic Control Devices					
E-001	Barricade, Type 1	Each	100	Weekly	$ 45	-
E-002	Barricade, Type 2	Each	100	Weekly	$ 75	-
E-003	Barricade, Type 3	Each	100	Weekly	$ 90	-
E-004	Stop Sign, Portable (free standing)	Each	150	Weekly	$ 45	-
	Bid Item F: Message Board					
F-001	Message Board, Electronic Portable	Each	1	Weekly	$ 1,752.55	-
	Bid Item G: Fuel					
G-001	Diesel	Gallon	1	Each	$Cost + $1.50	-
G-002	Unleaded	Gallon	1	Each	$Cost + $1.50	-
G-003	Fuel Truck, able to directly fuel vehicle	Each	1	Daily	$ 8,500	-
	Bid Item H: Portable Sanitation					
H-001	Portable Restroom, ADA Compliant	Each	1	Weekly	$ 1,200	-
H-002	Hand Wash Station	Each	1	Weekly	$ 1,800	-
H-003	Portable Restroom Trailer, 2-Station	Each	1	Weekly	$ 5,200	-
H-004	Portable Restroom Trailer, 4-Station	Each	1	Weekly	$ 7,350	-
* Price includes daily servicing. $2,500 Mobilization & $2,500 demobilization for Restroom Trailers						
	Bid Item I: Services					
I-001	Electrician	Hour	1	Each	$ 148	
	Bid Item J: Miscellaneous					
J-001	Miscellaneous	Unit	1		$ NA	-

The Contractor guarantees the City that the prices to be charged hereunder shall be no higher than those charged the Contractor's most favored customer for the same or substantially similar service. If any of the prices specified herein are higher, the Contractor shall reduce the prices so that the City receives the same or better pricing than Contractor's most favored customer.

e. In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

2.3 Matters Related to Performance:

2.3.1 Subcontractors:

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the City. Before using the services of a subcontractors, the Contractor must supply the names and addresses of subcontractors for approval by the City and must update the list annually and in the event of any changes. This notification should be provided to the Director of the Office of Emergency Management and the Public Works / Engineering Director. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local subcontractors. If the City judges any subcontractor to be failing to perform work in strict accordance with this Contract and all applicable laws, rules and regulations, the Contractor shall discharge such subcontractor. However, such discharge does not in any way relieve Contractor from its obligations and responsibilities under this Contract. Additionally, the City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

2.3.2 Bonds:

Upon receipt of an NTP, Contractor shall provide payment bond and performance bond for the entire estimated award amount of this contract. Both the Contractor and the City agree that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract, and it is agreed that the Contractor must provide such performance and payment bonds to the City prior to performing under the NTP.

Bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. Such payment and performance bonds shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the Contractor to so comply with the terms of its proposal. If the Contractor furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas.

The surety on Contractor's bonds must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be

had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- ☐ hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or

- ☐ have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws.

2.3.3 **Liquidated damages:**
It is expressly understood and agreed by the parties that time is of the essence to this Agreement and that the minimum level of service commitment as well as the dates set for the commencement and final completion of the work described herein are essential conditions of this Agreement. It is further understood and agreed that the dates associated therewith are reasonable, taking into consideration all conditions. If the Contractor should neglect, fail, or refuse to meet these essential conditions or any proper extension thereto granted in writing by the City, then the Contractor hereby agrees, as a part of the consideration for the awarding of this Agreement, that the City may withhold permanently from any amounts due the contractor the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) for each and every **calendar** day that the Contractor is in default after the date stipulated, not as a penalty, but as liquidated damages for the breach of the Agreement. The amount of liquidated damages for the Contractor's failure to meet the deadlines for these essential conditions is fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be the damages that the City would sustain and may, at the option of the City, be retained from final payment or any other payment made hereunder.

2.4 **Federal Contract Required Clauses**. The Federal Contract Required Clauses as detailed in the RFP shall apply to this Agreement to the extent applicable. Should there be a conflict between the provisions of this Agreement and those in the RFP, the more stringent shall control, except as otherwise required by law.

3. STANDARDS OF PERFORMANCE

3.1 **The Contractor Representative**:
The Contractor shall have a knowledgeable and responsible representative report to the City's Emergency Management Coordinator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor Representative shall have the authority to implement all actions required to begin the performance of proposed services as set out in this contract.

3.2 Mobilization:
When the written NTP has been received by the Contractor and/or the on-site Contractor Representative, the Contractor shall make all necessary arrangements to mobilize forces within 72 hours to commence and conduct these services, unless a shorter period of time is specified herein.

3.3 Safety:
The Contractor shall exercise necessary precautions at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same.

3.4 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1 of this contract. A completion date shall be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

3.5 Completion of Work:
The Contractor shall be responsible for removal of all debris. The Contractor will adhere to a "clean as you go" policy. The Contractor shall supervise and enforce such policy during debris management operations. The contractor shall ensure that the clean-up and/or remediation site(s) are restored to its pre-release condition or as approved by the City.

3.6 Contract Termination:
This Contract may be terminated by either party upon thirty (30) calendar days' prior written notice to the other party in the event of substantial failure by a party to perform in accordance with the terms of the Contract through no fault of the other party. Should the substantial failure identified in the notice of termination be cured within the thirty (30) calendar day period, the Contract shall not terminate. Should the Contractor be terminated, the Contractor shall be paid for services rendered to the City through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

a) Stop work on the date and to the extent specified;
b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
c) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
d) Continue and complete all parts of the work that have not been terminated.

After any such termination, Contractor shall be further subject to any claim City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

In addition, the City may terminate this Contract, without cause, upon thirty (30) days' written notice to the Contractor.

3.7 **Performance Remedy Notification:**

a. In addition to the remedies afforded the City elsewhere in this Agreement, the Contractor's failure to meet the minimum level of service commitments described in subsection b of this section, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so shall result in the assessment of liquidated damages against the Contractor.

b. The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City, which shall be based on the actual severity and impact of the event.

4. GENERAL RESPONSIBILITIES

4.1 **Other Agreements:**

The City may enter into other agreements for disaster relief. Additionally, the City may be required to enter into agreements with federal and/or state agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements with federal or state agencies, regardless of the additional burdens of compliance.

4.2 **City's Obligations:**

The City shall furnish all information and documents necessary for the commencement of services, to include a valid, written NTP. A representative shall be designated by the City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this contract via a written NTP. City is responsible for issuing all Public Service Announcements (PSA) to advise property owners and others and agencies of the available debris services. The Contractor shall assist the City with the development of debris-based PSA(s), if requested.

4.3 **Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a professional manner. The Contractor and its subcontractors shall exhibit respect for the Owner, its officers, agents and employees as well as others and their individual private properties. All operations shall be subject to the review of the City. The Contractor shall ensure that its workforce, including subcontractors, are self-sufficient with regards to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

4.4 **Supervision:**

The Contractor will supervise and/or direct all services required hereunder whether performed by its employees, agents and subcontractors. The Contractor is solely

responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on each work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City's Authorized Representative shall be as binding as if given to the Contractor. Employees of the Contractor and any subcontractor must wear readily identifiable phot identification at all times when working in Friendswood.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report all damages to the City's Emergency Management Coordinator or designee in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill Contractor for the damages, withhold funds due to Contractor, or the Contractor may also repair the damage to the satisfaction of the City.

4.6 Other Contractors:

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the city, federal, state and local governments and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris:

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris shall consist of, but not be limited to, vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the City and all debris must be disposed of in accordance with all applicable City, Federal and State laws.

4.8 Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDSRS and final disposal sites shall be determined by the City and utilized by the Contractor. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City.

4.9 Right of Assurance:

Whenever one (1) party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

4.10 Corrective Actions Required of Contractor:

When instructed by the Emergency Management Coordinator or designee, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion and notify the City within 24 hours.

5. GENERAL TERMS AND CONDITIONS

The Contractor shall, to every extent possible, give priority to utilizing resources within the City's territory. Local preferences will include, but not be limited to, procurement of services, supplies and equipment, plus awarding subcontracts and employment to the local workforce.

5.1 Other Agencies:
The term "Government" as used in this contract refers to those governmental agencies, which may have a regulatory or funding interest in this contract.

5.2 Price for Emergency Push/Road Clearance:
The Contractor shall invoice the City and be paid for this service in accordance with the rates as set out within this contract.

5.3 Unit Price for Debris:
The unit price for all structures or debris will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City in accordance with the rates within this contract.

5.3.1 Fixed Rate:
The fixed rate price will include all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the City.

5.4 Billing Cycle:
The Contractor shall invoice the City on a weekly, bi-weekly or monthly basis, based on the City's preference.

5.5 Payment Responsibility:
Payment will be made to the Contractor within thirty (30) days after receipt of an invoice approved by the City and its debris monitor.

5.6 Tipping Fees:
All Tipping Fees paid by the Contractor shall be reimbursed at cost to the Contractor by the City upon submittal of appropriate receipts.

5.7 Ineligible Work:
The Contractor shall not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps not authorized by the City or that is determined by the City as ineligible debris unless the Contractor was directed to perform the work by the City or City's Representative.

- **Eligibility Inspections:**
  City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

- **Eligibility Determinations:**
  If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and

certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.8 Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the City and the Contractor. Any amendments, extensions or changes to the scope of this contract agreed upon shall be put in writing, signed by both parties and dated before it becomes effective.

5.9 Specialized Services:
The Contractor may invoice the City for costs incurred to mobilize and demobilize **specialized equipment** required to perform services in addition to those specified within this contract. Additional specialized services will only be performed if/when directed by the City. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the City.

5.10 Confidentiality:
No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Contract shall be made available to any individual or organization by the Contractor without prior written approval of the City.

5.11 Assignment:
The Contractor shall not sell, assign, or transfer any of its rights or obligations under this Contract, in whole or in part, without prior written consent of the City.

5.12 Multiple Originals:
It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

5.13 Captions:
Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any section in this Contract.

5.14 Independent Contractor:
Contractor shall perform its obligations under this Contract as an independent contractor and not as an employee of the City.

5.15 Notice:
Whenever in this contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail to the following address, as applicable:

DRC Emergency Services, LLC
Attn: President
6702 Broadway Street
Galveston, TX 77554

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

5.16 Applicable Law:
The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to Contractor's operations under this Contract. This contract shall be governed by the laws of the State of Texas. Venue for all purposes shall be in Galveston County, Texas.

5.17 Entire Contract:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

518 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this contract by either party.

5.19 Severability:
If any provision of this contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this contract will remain in full force and effect.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/15/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing the Renewal of the Mowing Contract with Neoglobal Enterprises, LLC, d/b/a Horticare, for parks and facility mowing services.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the Renewal of the Mowing Contract with Neoglobal Enterprises, LLC, d/b/a Horticare, for parks and facility mowing services..

This contract was awarded by the City Council in May 2022, for a three-year term and may thereafter be extended for two (2) additional one-year periods under the same terms and conditions, subject to a price increase based upon the CPI-U. This Renewal extends the agreement until June 5, 2027, and allows Horticare to request one increase not to exceed the CPI-U, which increase must be approved in writing by the City Manager and will be applied prospectively. The total compensation under this agreement shall not exceed $322,375.00.

The City's FY25 adopted budget includes adequate funding to cover the contract's annual costs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Renewal of Mowing Agreement
2. 2022 05 02 Horticare Landscape Mgmt. Vendor Agreement
3. Horticare - Government Verification Form
4. Form 1295 - Horticare

RENEWAL OF THE MOWING AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, on May 2, 2022, the City of Friendswood (the "City") entered into the Mowing Agreement (the "Agreement") with Neoglobal Enterprises, LLC, d/b/a Horticare (the "Horticare"); and

WHEREAS, Section 1 of the Agreement specifies that the Agreement is for an initial term of three (3) years, which commenced on June 6, 2022, and ends on June 5, 2025; and

WHEREAS, the Agreement may be extended upon the mutual agreement of the City and Horticare; and

WHEREAS, the City and Horticare wish to extend the Agreement for an additional two-year period, commencing on June 6, 2025, and ending on June 5, 2027, contingent upon the appropriation of funds by the City Council of the City and the terms of this Renewal of the Mowing Agreement (the "Renewal");

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 Renewal shall have the same meanings as in the Agreement.

2. Renewal and Extension.

   a. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Renewal, the City and Horticare hereby renew the Agreement for a one-year term commencing on June 6, 2025, and ending on June 5, 2026. The renewal evidenced by this Renewal shall be under the same terms and conditions as expressed in the Agreement.

   b. Extension. The parties agree that the Agreement may be again extended for an additional period upon the mutual agreement of the City and Horticare additional periods in compliance with Section 1 of the Agreement.

3. Amendment. Section 3 "CONTRACT FEE" of the Agreement is hereby amended to read as follows:

> 3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Horticare for work satisfactorily performed in accordance with its bid submitted by Horticare and accepted by the City Council on May 2, 2022. Payment will be limited to the prices listed therein; provided during this renewal term, Horticare may request one (1) price

adjustment, which cannot exceed the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of this renewal term, which adjustment will be applied prospectively and must be approved by the City Manager in writing. Total compensation shall not exceed THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($322,375.00). Payment terms for amounts due from City under the Agreement (including due dates and interest) are governed by Chapter 2251 of the Texas Government Code.

4. Conflicts. The provisions of this Renewal 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 Renewal and the provisions of the Agreement, the provisions of this Renewal shall control.

5. Entire Agreement. This Renewal and the Agreement replace 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.

6. Authority. The persons signing below warrant that they has the authority to execute this Renewal according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal 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 3rd day of June, 2025, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

_____
MORAD KABIRI, City Manager

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

NEOGLOBAL ENTERPRISES, LLC, D/B/A HORTICARE

_____
(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 Neoglobal Enterprises, LLC, d/b/a Horticare, on behalf of such entity,

_____ 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 _____, 2025.

_____
Notary Public in and for the State of Texas

My commission expires: _____

VENDOR AGREEMENT

This Agreement made this **May 2, 2022**, by and between City of Friendswood (City), located in Friendswood, Texas and **HORTICARE LANDSCAPE MGMT.** located at **2717 FM 517 RD., ALVIN, TEXAS 77511,** (Contracting Party).

City and Contracting Party agree as follows:

1. CONTRACT TERM: The initial term of this Agreement shall be for a period from June 6, 2022 to June 5, 2025. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. CONTRACT DOCUMENTS/WORK STATEMENTS: The provisions of the attached City IFB 2022-06 dated March 24, 2022 and Contracting Party's response to IFB are hereby incorporated reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in IFB 2022-06. To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

- The provisions of this document
  - IFB 2022-06 and
  - Proposal from Horticare

3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows: As approved by City Council on May 2, 2022 and agreed by contractor, the payments will be limited to the SECTION prices listed below. Total compensation shall not exceed **$314,109.00**. Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. CONFLICT OF INTEREST: Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. DEFAULT: In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. ALTERNATIVE DISPUTE RESOLUTION: The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. ASSIGNMENT: The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. COMPLIANCE WITH LAW: Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. NON-APPROPRIATIONS: Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. NOTICES: Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. OFFICIALS NOT TO BENEFIT: No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS: The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. FORCE MAJEURE: In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. SUBCONTRACTS: Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will

be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth is the Agreement.

16. TAX EXEMPTION: City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. CONFIDENTIALITY: Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval unless ordered to be released by the Texas Attorney General.

18. INTELLECTUAL PROPERTY: Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the City in a judgment or settlement.

19. INDEMNIFICATION: Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. INSURANCE: For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence and aggregate of $2,000,000 and Property Damage/each occurrence $1,000,000. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of $1,000,000 per accident; (ii) Commercial Automobile Liability coverage of $1,000,000 Combined Single Limit; (iii) Professional Liability coverage of $1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a

waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed $10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. SOVEREIGN IMMUNITY: Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

26. PAYMENT OF DEBT/DELINQUENCY: Contracting Party certifies that it is not indebted to the City and is current on all taxes owed to the City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of Friendswood regardless of when it arises, until such debt or delinquency is paid in full.

27. PRODUCTS AND MATERIALS PRODUCED IN TEXAS: If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. RISK OF LOSS: All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

29. PUBLICITY: Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

30. LEGAL CONSTRUCTION/SEVERABILITY: In the event that any one or more of the provisions contained in this contract 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, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

31. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

32. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

33. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

34. AMENDMENT: This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

35. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF FRIENDSWOOD

By: _____

Title: CITY MANAGER

Date: 06/07/2022

CONTRACTING PARTY:

Horticare

By: George Zagorianos

Title: Owner

Date: 6/1/22

ATTEST:

Renee Kross

~~Leticia Brysch~~ Renee Kross
~~City Secretary~~ Deputy City Secretary

Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX, 77511
281.554.5273
info@horticarelawn.com

City Property Mowing Services
IFB #2022-06

Prepared for

City of Friendswood

Date: 3.24.22

Horticare
Landscape Management

Horticare was established in 2008 and has been providing quality lawn and landscape management throughout the greater Houston area. Some of our key service areas include Municipalities, commercial shopping centers, homeowner's associations and industrial facilities. Currently we employ a staff of 25 full time employees and a service fleet of 6 trucks. We pride ourselves on a meticulous eye to detail and excellence in customer service. We look forward to working with the City of Friendswood on this upcoming project.

Best Regards,

George Zagorianos
Vice President

Staffing Plan

The staff allocated to the project will consist of one project manager, overseeing project and performing monthly site visits. In order to properly manage the work within the allotted cycle, two crews each consisting of a foreman and three laborers will be dedicated to the necessary work each day to complete schedule.

Total Personnel

1- Project Manager
2- Foreman
6- Laborer

Equipment

4- John Deere Z930m 60" Zero-turn mower
1- John Deere 5075E Utility Tractor w/ 12' batwing mower
2- Exmark 48" Viking walk behind mower
4- Echo PB-755 backpack blower
5- Echo SRM-2620T Line trimmer
6- Echo PE-2620T Edger

Horticare
Landscape Management

Company References

City of La Porte
1322 S Broadway St
La Porte, TX 77571
Contact: Scott Bradley
Phone: 281-470-5141
Grounds maintenance for Parks and city ROW/Esplanades.
4yrs

City of Webster
855 Magnolia Ave
Webster, TX 77598
Contact: Jasmin Aramas
Phone: 956-639-3845
Grounds maintenance for Parks and city ROW/Esplanades.
10yrs

City of Lake Jackson
151 Canna Ln
Lake Jackson, TX 77566
Contact: Lorraine Garcia
Phone: 979-297-6794
Grounds maintenance for water towers and lift station.
3yrs

City of Baytown
2401 Market Street
Baytown, TX 77520
Contact: Carla Hommel
Phone: 281-420-6524
Grounds maintenance for water towers and lift station.
2yrs

CITY OF FRIENDSWOOD
INVITATION FOR BID

BID #2022-06
Due Date: 03/24/2022 @ 2.00 pm CST

CITY PROPERTY MOWING SERVICES

The City of Friendswood is now accepting sealed bids for the **City Property Mowing Services.**

City of Friendswood
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546
Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website: https://www.ci.friendswood.tx.us/bids

All sealed bids shall be submitted including one marked original and one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 until 2:00 pm CST on March 24, 2022. Bids received after the deadline stated herein will not be considered for award of this bid and will not be considered.

The bids will be opened and publicly read immediately after the closing hour. Bids shall be valid for a period of sixty (60) days from the date bids are opened and read.

The bid will be awarded to the Bidder who provides the goods and services at the best value for the City, based on the following: **cost to the City; responsiveness to IFB; experience, background, and qualifications; quality of Bidder's services; and Bidder's past relationship with the City.**

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Purchasing Coordinator @ jspears@friendswood.com

CITY OF FRIENDSWOOD
INVITATION FOR BID

BID #2022-06
CITY PROPERTY MOWING SERVICES

BID OPENING DATE: March 24, 2022 @ 2:00 PM. LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

NeoGlobal Enterprises, LLC DBA: Horticare
Name of Firm/Company

George Zagrianos — Owner
Agent's Name (Please Print) — Agent's Title

2717 FM 517 Rd. — Alvin — Texas — 77511
Mailing Address — City — State — Zip

281-554-5273 — 281-678-5681
Telephone Number — Cell Phone Number

horticarelawn@gmail.com
Email Address

Authorized Signature — 3/21/22 Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION FOR BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

SECTION II - TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.

B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.

C. Bid or Proposal means an offer to perform the requirements specified herein.

D. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.

E. Contract means the contract awarded pursuant to this solicitation.

F. Contractor means the Bidder to which a contract award has been made by the City.

G. Director means the Director of Parks and Recreation or his designee

H. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

I. Purchase Order means the document issued by the City that created a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Secretary's Office, City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546 will be received before the specified hour and date of the opening and be publicly opened and read at 2:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked with bid number, time, and date of opening.

B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid may be rejected. Facsimile bids will not be accepted.

C. Bids, which are received after the date and time set for the bid opening will be returned UNOPENED and shall not be considered under any circumstance.

D. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.

E. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

A. Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member, a request for clarification or an objection. Any violation will result in immediate disqualification of the Bidder from the selection process.

B. Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Coordinator for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other

city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A Bidder or any of its agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the Bidder.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received by the Purchasing Coordinator prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the Bidder.

C. All materials, equipment, and supplies which are new, non-standard to the City of Friendswood, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

D. Bidders are advised that City contracts are subject to all legal requirements under local, state and federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

F. The City of Friendswood is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of Contractors are based on those contractors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

C. The City of Friendswood is not liable for any costs incurred with replying to this IFB.

D. The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Bidder's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

E. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.

F. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

G. Alternate bids will not be considered unless expressly authorized by the bid documents.

H. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.

I. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

J. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

K. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Friendswood is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

L. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).

M. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

N. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, it may submit a written request for clarification to the Purchasing Coordinator at least five working days prior to bid opening date.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

The City of Friendswood reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Friendswood shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

A. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

B. Bidder's current violation of any City ordinance.

C. Bidder's misstatement or concealment of any material fact in the bid.

D. The bid's nonconformance to law or the requirements of the bid.

E. Failure to use the bid/proposal form furnished by the City of Friendswood.

F. Failure to properly complete the proposal.

G. Lack of signature by an authorized representative on the proposal form.

H. Alteration of bid form.

I. Evidence of collusion among proposers.

J. Omission of proposal guarantee (if required).

K. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

A. Factors to be considered in the evaluation of the bid that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City.

B. The contract will be awarded to the Bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. CONTRACT

A. This Invitation for Bid (IFB), combined with the Bidder's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Friendswood and the selected vendor at the time the Friendswood City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.

C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure.

B. Extend the bid closing time and date. Notification will be made by addendum.

C. Reissue a bid invitation or proposal.

D. Procure any item by other allowable means.

E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.

F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

G. Consider and accept an alternate bid as provided herein when most advantageous to the City.

H. Extend any contract when most advantageous to the City.

I. Award any bid to multiple parties if it is in the best interest of the City.

J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Coordinator. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Coordinator is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Friendswood, ATTN: Purchasing Coordinator.

C. The protest may be delivered in person to the department offices located at 910 S. Friendswood Dr., Friendswood, Texas, or by certified mail, return receipt requested, to the following address: City of Friendswood, Purchasing Department, ATTN: Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party.

2. Identification of the bid or proposal being protested.

3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest.

4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party of its decision regarding the protest. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the "Communications from the Public" portion of its meeting.

17. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Friendswood, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Bidder shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and

handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

A. Payment of invoices by the City shall be made in full thirty (30) days after (i) receipt and acceptance of all equipment or performance of services covered by each purchase order and (ii) receipt of an invoice therefor. Bidder shall state its bid in accordance with the standard payment terms and conditions of the City of Friendswood in Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Friendswood contract, agreement, or P.O. number.

2. Only one contract, agreement, or project shall be billed on a particular invoice.

3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Bidder without the written permission of the City. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Contractor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

26. SILENCE OF SPECIFICATIONS

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

27. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

28. BOND AND INSURANCE

If required, specific bond and insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

29. INDEMNITY

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.

IT is THE EXPRESS INTENTION OF CONTRACTOR AND THE CITY THAT THE FOREGOING INDEMNIFICATION PROVISION SHALL REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM (I) THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF CONTRACTOR OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE CONSEQUENCES OF CONTRACTOR'S SOLE OR JOINT BEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY. UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

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.

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, Contractor further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. This article shall survive the expiration or termination of this Agreement.

30. CONFIDENTIALITY

The City of Friendswood is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

31. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

32. NOTICES

All notices called for or required by this agreement will be addressed to the Purchasing Coordinator, City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

33. CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested

parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is **2022-06.**

33. GOVERNMENT CODE VERIFICATIONS

By submitting a bid, the Bidder hereby makes the verifications required by the following:

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.
https://comptroller.texas.gov/purchasing/publications/divestment.php

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

https://comptroller.texas.gov/purchasing/publications/divestment.php

SB 13: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of $100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract awarded.

SB 19: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of $100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract awarded against a firearm entity or firearm trade association.

34. COMPLIANCE WITH RULES AND REGULATIONS

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Friendswood as they now exist or may hereafter be enacted or amended.

35. WAIVERS

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

36. CHOICE OF LAW AND VENUE

This Contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

37. NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Contract, the City and the Contractor hereby agree that no claim or dispute between the City and the Contractor arising out of or relating to this Contract 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 Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

SECTION II – INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of this Invitation to Bid (IFB) is to establish a mowing contract for City locations described herein within the City of Friendswood. The bid proposal shall include the pricing for each property listed according to the schedule.

2. TERM OF AGREEMENT AND OPTION TO EXTEND

The term of the agreement shall be for a period of three (3) years with options to renew annually for up to two (2) additional one-year terms. The City shall provide written notification of the contract expiration date. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the Contractor. The unit prices of all items purchased under this annual contract are firm for the initial term of this contract and all renewal terms unless revised as provided herein. Should market conditions prevail which dictates an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement after the initial three (3) year contract. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits, and shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

Bidders shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote.

3. COMPLIANCE WITH LAWS

All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.

4. REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder to have a valid proposal. Any exception taken may be cause for disqualification.

5. BIDDER QUALIFICATIONS

A statement of the qualifications of the bidder must be submitted using the form provided herein. The City may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The City reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders. Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications.

6. PREPARATION OF BID

6.1 Bidder's Proposal Form must be complete and printed in ink or by typewriter. Bids must give full firm name and address of respondent and be manually signed. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. *Failure to provide complete information or exact quantities requested may result in disqualification of bid.*

6.2 All prices shall be submitted as specified on the Bidders Proposal Form.

6.3 If additional information is necessary to assist the Bidder in interpreting these specifications, written questions will be accepted by Jeff Spears, Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546; email: jspears@friendswood.com .

7. EXCEPTIONS

If there are any exceptions to, or deviations from, what is prescribed in the specifications, they must be listed on a Bidder's Exception form and attached to the bid. If a Bidder's Exception sheet is not attached, it is presumed that your bid meets all specifications.

8. PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on March 17, 2022 at 10:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the IFB in detail and are prepared to bring up any substantive questions not already addressed by the City. In addition, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

SECTION III – SPECIFICATIONS

1. SCOPE OF WORK

The City of Friendswood is seeking bids from qualified contractors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing Services to City Properties and various other locations specified in this IFB.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged, kept straight, and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Leaves** – All leaves on the ground will be mowed or mulched, excessive leaves need to be bagged and removed.
- **Blowing Grass** – Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area to be mowed should have debris removed before mowing.
- **Weed Control** - Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.

2. EQUIPMENT

The Contractor shall have clean-up and mowing equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete services required herein in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, weed eaters, and other related clean-up and mowing equipment available to complete the Work Orders assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Director deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract are sufficient for the services required herein. **Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure.** The use of insufficient and/or inadequate machinery or equipment, as determined by the Director, shall be deemed a breach of this Contract.

3. LITTER REMOVAL

The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property prior to mowing or performing the services required herein. The Contractor shall remove all litter from the gutters, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken, during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with any additional Work Order assigned.

4. MOWING

Contractor shall provide the services of mowing, edging, and trimming on the property; as well as picking

up and removing all litter and miscellaneous debris from the Property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks, or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways, or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned Property.

5. **TRIMMING**

All properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, tables, signs, fences, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. NO HERBICIDES SHALL BE USED WITHOUT THE PRIOR EXPRESS WRITTEN APPROVAL OF THE DIRECTOR.

6. **EDGING**

Edging is required to be performed on all assigned Properties requiring mowing services. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4") where they exist. Edging may be accomplished with a string line trimmer or metal blade. All materials dislodged by edging must be picked up and removed from the Property.

7. **INCAPACITATED MOWERS**

The Contractor shall have access to a dozer or winch truck to free mowers that have become incapacitated. The City of Friendswood is not responsible for freeing incapacitated mowers.

8. **PERSONNEL**

The Contractor shall provide supervision of all work crews at all times while performing work under this Contract. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the assigned property who has the authority to respond to inquiries about work details or priorities. Such designated person shall have the authority to receive instructions from the Director as well as to bind the Contractor. Such person will be the main contact person for contact during the term of this Contract.

9. **RECORDS KEEPING**

The Contractor shall keep records of all Work performed. Such records shall include a breakdown of all equipment used, hours worked, dumping fees, mileage and other related records required or requested by the Director. The City shall have the right through its agents and employees to audit and examine at all reasonable times, the Contractor's books and financial and operational records which may be reasonably required by the City in order to enforce the terms of this Contract or to evaluate the Contractor's performance thereof. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Contract.

10. **PHOTOGRAPHIC DOCUMENTATION**

Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each invoice submitted for payment, documenting the condition of the property immediately prior to and immediately after completion of the work. Some work may require additional pictures to fully document services rendered. Photographic documentation may be provided by 35mm film prints (3x5 or 4x6), Polaroid-type instant pictures, or printed digital images (preferred). Pictures

shall provide the name of the company, time taken, and date taken on each picture or on each page submitted (preferred). Contractor shall be responsible for all costs associated with the taking and printing of pictures. Photographic documentation shall be attached to the invoice and shall be turned in to the Parks and Recreation Department after completion of work to confirm inspection and payment for services rendered.

11. INSPECTION

All work performed must be satisfactory to the City of Friendswood and comply with all applicable laws and regulations. The Director shall have the right to inspect any or all of the facilities, areas or equipment owned, leased, or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of work or conditions, safety, damages, or operational interests

12. AVAILABILITY

Due to the need of the City of Friendswood to be in contact with the Contractor on a daily basis, the Contractor shall be available between the hours of 8:00 a.m. to 5:00 p.m., weekdays.

13. TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one-year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor is past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur after the initial term at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for accommodating an increase in the contractor's cost, not profits, and such increase shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

14. INSURANCE REQUIREMENTS

BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE THE BID NUMBER AND DESCRIPTION OF THE BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

The successful Bidder shall procure and maintain at its sole cost and expense for the duration of the services under this IFB, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the successful Bidder, its agents, representatives, volunteers, employees or subcontractors or co-bidders. The successful Bidder's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the successful bidder's insurance and shall not contribute to it. Further, the successful Bidder shall include all subcontractors, co-bidders, agents and assigns as an additional insured under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors, co-bidders and assigns shall be subject to all of the requirements stated herein.

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

(a) Workers' Compensation Insurance
- Statutory amounts required by Texas law
- Employer's Liability: $1,000,000
- Waiver of subrogation required

(b) Comprehensive General Liability Insurance
- General aggregate of $2,000,000
- Owners' and Successful bidders' Protective Liability of $1,000,000
- Products and Completed Operations of $1,000,000
- Personal and Advertising Injury of $1,000,000
- Minimum of $1,000,000 per occurrence
- 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.
- Waiver of subrogation required

(c) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage is afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

(d) Business Automobile Liability Policy
- Combined Signal Limits: $500,000
- Coverage for "Any Auto."
- Waiver of subrogation required

The following shall be applicable to all policies of insurance required herein.
- Insurance carrier must have an A.M. Best Rating of A-: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as additional insureds to all liability policies.

- Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.

15. CONTRACTOR INVESTIGATION

The Contractor shall make his own investigation regarding the proper method of doing work, all laws and regulations affecting the work to be done, all manpower, equipment, sites, facilities, and materials needed therefore, and the quantity of the work without additional compensation under whatever circumstances which may develop other than as herein provided in the attached contract.

16. CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business. Schedule for mowing and maintenance will be dictated by the City.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

E. Subcontracting mowing or maintenance responsibilities is not allowed.

17. PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

MOWING LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year.
Annex Building	Adjacent to Activity Building	42 cuts per year.
Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Blackhawk Medians	Blackhawk	42 cuts per year.
Forest Bend Medians and Townes Rd Medians.		42 cuts per year.
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year.
Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year.
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42 cuts per year.
Fire Station #1	1610 Whitaker	52 cuts per year.
Swimming Pool	900 Cedarwood	52 cuts per year.
Stevenson Park	1000 S. Friendswood Dr.	52 cuts per year.
Stevenson Disc Golf	220 Shadwell	42 cuts per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year.
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year.
Killarney Right of Way	Killarney	42 cuts per year.
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	52 cuts per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year.
City Library	416 S. Friendswood Drive	52 cuts per year.

FACILITY	ADDRESS	SERVICES NEEDED
Public Works (entire campus)	15355 Blackhawk Blvd	42 cuts per year.
Centennial Park. Entire campus mowed weekly on Thursday. (11 fields mowed twice a week on Tuesday and Thursday only)	2200 S. Friendswood Drive	42 cuts per year.
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	42 cuts per year.
Renwick Park (omit youth fields)	205 Stadium Drive	42 cuts per year.
Stanley Ct. Median	Stanley Ct.	42 cuts per year.
Animal Control	3000 W. Parkwood	52 cuts per year.
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year.
Leisure Lane Medians	Leisure Lane	42 cuts per year.
518 Medians	Located on 518 throughout Friendswood	42 cuts per year.
Friendswood Police Department	1600 Whitaker	52 cuts per year.
2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year.

BID #2022-06 Pricing Sheet

	FACILITY	ADDRESS	NUMBER OF CUTS	PRICE PER CUT	ANNUAL AMOUNT
1	Activity Building	416 Morningside	42	$ 20.00	$ 840.00
2	Girl Scout House	Adjacent to Activity Building	42	$ 20.00	$ 840.00
3	Annex Building	Adjacent to Activity Building	42	$ 20.00	$ 840.00
4	Bay Area Blvd. Medians	Bay Area Blvd.	42	$ 80.00	$ 3,360.00
5	Blackhawk Medians	Blackhawk	42	$ 350.00	$ 14,700.00
6	Forest Bend Medians and Townes Rd Medians.		42	$ 27.50	$ 1,155.00
7	Eldorado Sign	Eldorado and Friendswood Link	42	$ 25.00	$ 1,050.00
8	Friendswood City Hall	910 S. Friendswood Drive	52	$ 88.00	$ 4,576.00
9	Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42	$ 77.00	$ 3,234.00
10	Fire Station #1	1610 Whitaker	52	$ 105.00	$ 5,460.00
11	Swimming Pool	900 Cedarwood	52	$ 75.00	$ 3,900.00
12	Stevenson Park	1000 S. Friendswood Dr.	52	$ 680.00	$ 35,360.00
13	Stevenson Disc Golf	220 Shadwell	42	$ 107.00	$ 4,494.00
14	Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42	$ 400.00	$ 16,800.00
15	Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42	$ 27.50	$ 1,155.00
16	Killarney Right of Way	Killarney	42	$ 27.50	$ 1,155.00
17	Fire Station #2	2605 W. Parkwood Dr.	42	$ 45.00	$ 1,890.00
18	Fire Station #3	4302 Laura Leigh Dr.	42	$ 30.00	$ 1,260.00
19	Fire Station #4	111 Woodlawn	52	$ 75.00	$ 3,900.00
20	Leavesly Park (Hangar)	901 Buckingham	42	$ 160.00	$ 6,720.00
21	City Library	416 S. Friendswood Drive	52	$ 38.50	$ 2,002.00
22	Public Works (entire campus)	15355 Blackhawk Blvd	42	$ 72.00	$ 3,024.00
23	Centennial Park (entire campus)	2200 S. Friendswood Drive	42	$ 1,250.00	$ 52,500.00
24	Centennial Park (11 fields only)	2200 S. Friendswood Drive	42	$ 450.00	$ 18,900.00
25	Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	42	$ 750.00	$ 31,500.00
26	Corporal Steven Schulz Sportspark (4 adult fields only)	2910 W. Parkwood	42	$ 415.00	$ 17,430.00
27	Renwick Park (omit youth fields)	205 Stadium Drive	42	$ 410.00	$ 17,220.00
28	Stanley Ct. Medians	Stanley Ct.	42	$ 25.00	$ 1,050.00
29	Animal Control	3000 W. Parkwood	52	$ 120.00	$ 6,240.00
30	League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42	$ 25.00	$ 1,050.00
31	Friendswood Lake Park	2533 Davis Prairie Lane	42	$ 600.00	$ 25,200.00
32	Leisure Lane Medians	Leisure Lane	42	$ 32.00	$ 1,344.00
33	518 Medians	Located on 518 throughout Friendswood	42	$ 120.00	$ 5,040.00
34	Friendswood Police Department	1600 Whitaker	52	$ 65.00	$ 3,380.00
35	2351 Medians	Located on 2351 from 518 East to Beamer	42	$ 200.00	$ 8,400.00
36	2351 ROW	Located on 2351 from 518 East to Beamer	42	$ 170.00	$ 7,140.00
				GRAND TOTAL	$ 314,109.00

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PRICING SHEET FOR IFB 2022-06

Activity Building	416 Morningside	
Girl Scout House	Adjacent to Activity Building	
Annex Building	Adjacent to Activity Building	
Bay Area Blvd. Medians	Bay Area Blvd.	
Blackhawk Medians	Blackhawk	
Forest Bend Medians and Townes Rd Medians.		
Eldorado Sign	Eldorado and Friendswood Link	
Friendswood City Hall	910 S. Friendswood Drive	
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	
Fire Station #1	1610 Whitaker	
Swimming Pool	900 Cedarwood	
Stevenson Park	1000 S. Friendswood Dr.	
Stevenson Disc Golf	220 Shadwell	
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	
Killarney Right of Way	Killarney	
Fire Station #2	2605 W. Parkwood Dr.	
Fire Station #3	4302 Laura Leigh Dr.	
Fire Station #4	111 Woodlawn	
Leavesly Park (Hangar)	901 Buckingham	
City Library	416 S. Friendswood Drive	

Public Works (entire campus)	15355 Blackhawk Blvd	
Centennial Park (see mowing services needed above. They are more than the others.)	2200 S. Friendswood Drive	
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	
Renwick Park (omit youth fields)	205 Stadium Drive	
Stanley Ct. Median	Stanley Ct.	
Animal Control	3000 W. Parkwood	
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	
Friendswood Lake Park	2533 Davis Prairie Lane	
Leisure Lane Medians	Leisure Lane	
518 Medians	Located on 518 throughout Friendswood	
Friendswood Police Department	1600 Whitaker	
2351 Medians	Located on 2351 from 518 East to Beamer	
2351 ROW	Located on 2351 from 518 East to Beamer	

GRAND TOTAL	**$**_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:
Section 1. (a)
(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Horticare is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name George Zagorianos

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

Government Code Verification

Pursuant to the Texas Government Code, I, George Zagorianos, the undersigned representative of Horticare (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. 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;

b. 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

c. 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:

1. "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.

2. "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:
   a. 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
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. 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:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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 23 day of March, 2022.

Horticare
Company Name

Signature

George Zagorianos - Owner
Printed Name/Title

Justin Lee Mansfield
My Commission Expires
1/3/2026
Notary ID
133511252

STATE OF TEXAS §
COUNTY OF GALVESTON/HARRIS §

Before me, Justin Mansfield, the undersigned notary public, on this day personally appeared George Zagorianos, the Owner (Title) of Horticare (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 23 day of March, 2022.

Notary Public in and for the State of Texas

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
	None	

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company Horticare

Agent George Zagorianos

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:
   Horticare will be available within one week of contract award notice. Please refer to attachment for staffing plan.
   (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
   All equipment allocated to project is on hand and ready for use. Please refer to attachment for equipment list.
   (Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:
   A total of 9 people will be allocated to this contract. One Supervisor, 2 foremen and 6 Crew members. Please refer to staffing plan for detail.
   (Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:
   Horticare has licensed applicators & irrigation technicians on staff to serve as a Full service landscape Management Company.
   (Identify any other resources to be allocated to complete contract performance)

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Forest Bend Detention Pond Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Forest Bend Detention Pond Project (the "Project") and the release of Jerdon Enterprise, L.P.'s, (the "Contractor") one-year maintenance bond.

On June 6, 2022, City Council awarded the construction contract for the Project to Jerdon Enterprise, L.P. The scope of the Project consisted of site work, excavation, installation of concrete and pipes, lighting, wetland plantings, and associated park features at Forest Bend Park, including the construction of meandering trails, detention ponds, and associated appurtenances. This Project was funded via a combination of CDBG-DR Grant Funds, General Obligation Bonds, and General Fund. After City staff inspected the Project and found it to be built in compliance with City specifications, the City Council accepted the Project on May 6, 2024, and authorized the commencement of its related one-year maintenance bond in order to correct any work found deficient during that one-year period.

The one-year maintenance period is complete, and the bond can be released. After this action, the City will take full ownership and maintenance responsibility of the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond - Forest Bend Detnetion Pond

RELEASE OF BOND

Date: June 3, 2025
Project Name: Forest Bend Detention Pond

TO: Jerdon Enterprise, L.P.
13403 Redfish Lane
Stafford, TX 77477

The Contractor and the Surety, having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents, at the end of the one-year Warranty. This Project was brought before the City Council on May 6, 2024, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Hartford Fire Insurance Company, 19450 State Highway 249, Suite 400, Houston, TX 77070, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Blackhawk Facility Renovation Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The renovation work at the Blackhawk Facility has been completed and inspected. All work conforms to the approved plans and specifications, and the contractor has met the terms of the contract. The one-year maintenance bond has run its course without any warranty issues. Staff recommends final acceptance and release of the maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond - Blackhawk Renovation

RELEASE OF BOND

Date: June 3, 2025
Project Name: BLACKHAWK RENOVATION PROJECT

TO: Construction Masters of Houston, Inc.
3908 Third Street
Pearland, TX 77581

The Contractor and the Surety, having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents, at the end of the one-year Warranty. This Project was brought before the City Council on May 6, 2024, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from United Fire & Casualty Company, 118 Second Avenue SE, Cedar Rapids, Iowa 52401, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Blackhawk Emergency Shelter Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Blackhawk Emergency Shelter Project (the "Project") and the release of Construction Masters of Houston, Inc.'s, (the "Contractor") one-year maintenance bond for only the portion of the project accepted.

The Project was funded by multiple funding sources, including CDGB-DR grant funds, Water Sewer Working Capital, and General Fund – unassigned fund balance. The scope of the Project included the creation of a public shelter for emergency events at the Blackhawk Facility located at 15355 Blackhawk Boulevard. The shelter space is separated from the rest of the building and will serve as a shelter of last resort during future disasters. After City staff inspected the project and found it to be built in compliance with City specifications, the City Council accepted the project on May 6, 2024, and authorized the commencement of its related one-year maintenance bond in order to correct any work found deficient during that one-year period.

The one-year maintenance period is complete, and the bond can be released. After this action, the City will take full ownership and maintenance responsibility of the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond - Blackhawk Shelter

RELEASE OF BOND

Date: June 3, 2025
Project Name: BLACKHAWK EMERGENCY SHELTER

TO: Construction Masters of Houston, Inc.
3908 Third Street
Pearland, TX 77581

The Contractor and the Surety, having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents, at the end of the one-year Warranty. This Project was brought before the City Council on May 6, 2024, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from United Fire & Casualty Company, 118 Second Avenue SE, Cedar Rapids, Iowa 52401, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Avalon at Friendswood, Section Three Public Utilities and Drainage Improvements Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Avalon at Friendswood, Section Three Public Utilities and Drainage Improvements Project (the "Project") and the release of Harris Construction Company's, (the "Contractor") one-year maintenance bond.

This infrastructure will serve 123 new lots in the Avalon at Friendswood Subdivision. After City staff inspected the project and found it to be built in compliance with City specifications, the City Council accepted the project on May 6, 2024, and authorized the commencement of its related one-year maintenance bond in order to correct any work found deficient during that one-year period.

The one-year maintenance period is complete and the bond can be released. After this action, the City will take full ownership and maintenance responsibility of the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond - Avalon Section 3

RELEASE OF BOND

Date: June 3, 2025
Project Name: Avalon at Friendswood, Section 3

TO: Harris Construction Company, LLC
9614 FM 1464
Richmond, TX 77407

The Contractor and the Surety, having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents, at the end of the one-year Warranty. This Project was brought before the City Council on May 6, 2024, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Liberty Mutual Insurance Company, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Fiscal Year 2022-2023 Striping Maintenance Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Fiscal Year 2022-2023 Striping Maintenance Project (the "Project") and the release of Pavecone Ltd.'s, (the "Contractor") one-year maintenance bond.

Funding for this project was provided through the FY 2022-2023 General Fund allocation for street maintenance. After City staff inspected the Project and found it to be built in compliance with City specifications, the City Council accepted the Project on April 1, 2024, and authorized the commencement of its related one-year maintenance bond in order to correct any work found deficient during that one-year period.

The one-year maintenance period is complete and the bond can be released. After this action, the City will take full ownership and maintenance responsibility of the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond - FY22-23 Striping

RELEASE OF BOND

Date: June 3, 2025
Project Name: FY2022 – 2023 Striping Maintenance

TO: Pavecon Ltd. Co.
9900 Windfern Road
Houston, TX 77064

The Contractor and the Surety, having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents, at the end of the one-year Warranty. This Project was brought before the City Council on April 01, 2024, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Travelers Casualty and Surety Company of America, Hartford, Connecticut 06183, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider accepting the 400 Fence Post Road Infrastructure Improvements Project and authorizing the commencement of the contractor’s one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the acceptance of the 400 Fence Post Road Infrastructure Improvements Project (the "Project") and authorizes the commencement of the contractor's one-year maintenance period.

City staff has inspected the Project and has found the infrastructure to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the Contractor to correct any work found deficient during this one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the infrastructure.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00635 - One Year Maintenance Bond

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/22/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider awarding the Docking Station Purchase and Installation Project to Texas Municipal and Industrial.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to consider awarding the Docking Station Purchase and Installation Project (the "Project") to Texas Municipal and Industrial (the "Vendor") in the amount of $64,469.00 to service the Public Safety Building.

The City issued an invitation to bid #2025-05 for a Texas-licensed vendor for the purchase and installation of an 800-amp 3Pole manual switch docking station for the City's Public Safety Building, which houses the City's Police, Emergency Services and Municipal Court. Notices were published in The Reporter News on May 7th and 14th, 2025, with four vendors attending the mandatory pre-bid meeting held on May 14, 2025, at 10:00 a.m. Three bids were received and opened on May 22, 2025, at 2:00 p.m. with Texas Municipal and Industrial the lowest responsible bidder.

The scope of the Project includes the following:

- One 800A Docking Station.
- Complete Installation of this station, including rack, wiring, feeder wires, connectors, etc.
- Connection to an existing generator, making any necessary cuts, additions, changes, etc. to facilitate this connection.
- Return work area and site to at least the same conditions prior to job, and any ongoing service maintenance warranty for a minimum of 12 months.

The project's cost breakdown is below:

Item #	Item Description	Unit Price	Extended Price
1	Main unit (includes every item that completes the Docking Station)	1	$15,000.00
2	Deliver to location	1	$100.00
3	Installation and setup	1	$47,869.00
4	Additional hardware needed to complete the process	1	$00.00
5	Annual support, license, and/or maintenance fee during time of coverage	1	$1,500.00
		Total First Year Proposal Amount:	$64,469.00

This item has an estimated delivery time of 9 to 11 weeks, and is being funded through the City's General Fund Balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Critical to the ongoing operations of the City's first responders and emergency services.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025-05 Friendswood PD Docking Station
2. Texas Municipal and Industrial IFB Bid
3. Texas Municipal and Industrial IFB Bid (Redacted)

INVITATION FOR BID

PURCHASE AND INSTALLATION OF AN 800 AMP DOCKING STATION

IFB 2025-05

DUE DATE: May 22, 2025 - 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED BIDS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Bids must be received by the City Secretary before the specified hour and date of the opening. At that time bids shall be opened and publicly read.
2. All sealed offers should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with IFB number, time, and date of IFB opening.
3. Late bids will be UNOPENED and will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days' notice prior to bid/proposal opening date.
6. **Should offeror find discrepancies in, or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination**. Price should include all costs including shipping, handling, and other related costs.
8. Bids shall be valid for ninety (90) days from date of bid opening.
9. The City of Friendswood is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Friendswood reserves the right to terminate any contract entered into by virtue of this IFB for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror MUST give full firm name and address. Person signing bid/proposal should show TITLE or AUTHORITY TO BIND HIS COMPANY IN A CONTRACT. Authorized signature should appear on each page of the bid in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in IFB. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BID," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Friendswood reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the offeror who provides goods or services at the best value for the City of Friendswood.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding/offering could cause rejection of bids/proposals by the City of Friendswood and/or investigation for Anti-Trust violations.
18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.
21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid/proposed being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INTRODUCTION

The City of Friendswood (City) invites Texas licensed individuals or companies to submit a SEALED BID for the purchase and complete installation of an 800 amp docking station and any subsequent maintenance agreements. This item will be located at the Friendswood Public Safety Building. This item will also need to be wired to existing generator on site. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood. Proposer will submit an offer of services for the purchase, delivery, installation, and maintenance, if necessary, of the docking station.

Contact person for additional information is **Jeff Spears, 281-996-3274 or jspears@friendswood.com .**

PURPOSE

The purpose of this IFB is to provide minimum requirements, solicit bids and gain adequate information from which the City may evaluate the Bidder's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

BID PROCESS

Bids will consist of qualifications, specifications, and cost components. One original, and one electronic copy on flash drive, CD, or DVD should be submitted. The original bid must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a bid being found non-responsive and given no consideration. Faxed, email, or late bids will not be accepted.

Information contained in the bid s must be complete and in accordance with the terms and conditions of this IFB. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of bids on a fair and uniform basis. The City reserves the right to declare a bid non-responsive and reject any bid in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the bids received, to negotiate with the most qualified bidder based solely on proposal, or to cancel this IFB in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Invitation for Bids Issued	May 7, 2025
Mandatory Pre-Bid Meeting	May 14, 10:00 am (1600 Whitaker Drive)
Deadline for Submitting Questions	May 16, 2025, 2:00 pm
Bid Submission Deadline	May 22, 2025, 2:00 pm
Anticipated Award of Contract	June 2, 2025

MANDATORY PRE-BID

There will be a mandatory PRE-BID meeting on May 14, 2025 at 10:00 am at 1600 Whitaker Drive (Public Safety Building), Friendswood, TX 77546. It will be assumed that potential bidders attending the meeting have reviewed the IFB in detail and are prepared to bring up any substantive questions not already addressed by the City.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bids by bidder to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the bidder/proposer whose proposal is determined to be the most advantageous to the City considering the relative importance of price and other evaluation factors detailed in "Evaluation Criteria."

AUDIT

Contractor shall provide the City a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Contractor thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE IFB NUMBER AND DESCRIPTION OF IFB ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE AND ADMITTED TO DO BUSINESS IN THE STATE OF TEXAS.

Offeror's insurance shall meet or exceed the following minimum limits:

Commercial General Liability:

- General aggregate: $2,000,000
- Per occurrence: $1,000,000
- Bodily Injury: $500,000
- Coverage shall be broad form.
- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Workers' Compensation:

- Statutory limits
- Employer's Liability Insurance: $500,000
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Business Automobile Liability:

- Combined single limits of $1,000,000.
- All automotive coverage is to include any auto.

Prior to the execution of an agreement, Offeror 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 (30) days' prior written notice has been given to the City via certified mail, return receipt requested. The Bidder shall also file with the City valid certificates of insurance covering all of its subcontractors.

The following are general requirements which are applicable to all policies:

- AM Best Rating of A:VII or better for all liability policies.
- Liability policies will be on the occurrence form.
- City, its officials, and employees are to be added as Additional Insured to liability policies.
- Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the Director. Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Agreement.

Should any insurance required herein lapse, (i) Offeror shall immediately notify the City, (ii) the Services shall be suspended as of the time and date of such lapse, and(iii) the Services shall not resume until coverages have resumed.

BONDS

A bid guarantee in the form of a bidder's bond, certified check or a cashier's check made out to "City of Friendswood" in an amount equal to five percent (5%) of the greatest amount bid must accompany each submission. BIDS THAT DO NOT HAVE THE ACCOMPANYING BID GUARANTEE WILL BE RETURNED TO THE BIDDER.

The Texas Local Government Code, Section 2253.021 mandates that a municipality contracting for a public work in excess of $50,000 shall require its contractor to execute a payment bond. The Government code also mandates that a municipality contracting for public work in excess of $100,000 shall require its contractor to execute a performance bond. Both the payment and performance bonds, if necessary, must be written for the total contract value. The city may also choose to require a vendor include a bid bond with their bid to ensure the successful bidder executes contract documents and proceeds with performance.

INDEMNITY AGREEMENT

THE CONTRACTOR HEREBY 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, DEMANDS, 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, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN 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 ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

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

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or

2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

https://www.ethics.state.tx.us/forms/CIQ.pdf

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (IFB 2025-05). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

IFB DELIVERY

Invitation For Bids (IFB) shall be submitted in sealed envelopes clearly marked with **IFB 2025-05, DOCKING STATION PURCHASE AND INSTALLATION**. The IFB shall be addressed to the City of Friendswood, Attention: City Secretary. The Invitation for Bids will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Thursday, May 22, 2025**, at which time the IFBs will be publicly opened and read aloud.

Submit to:

CITY OF FRIENDSWOOD
ATTN: CITY SECRETARY
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

IFB 2025-05

DOCKING STATION PURCHASE AND INSTALLATION

SCOPE OF SERVICES

The Friendswood Police Department is seeking a Texas licensed vendor to provide and install an 800 amp 3Pole manual switch docking station. Also, the vendor will connect this to an existing generator. In addition, the features listed below are the minimum required:

- 800A Docking Station
- Complete Installation of this station including rack, wiring, feeder wires, connectors, etc.
- Connect to existing generator making any necessary cuts, additions, changes, etc. to facilitate this connection.
- Return work area and site to at least the same conditions prior to job.

In addition to these items, any ongoing service maintenance warranty for a minimum of 12 months is desired.

PRICING SHEET

ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	Main Unit (includes every item that completes the Docking Station).		
2.	Delivery to location		
3.	Installation and setup		
4.	Additional hardware needed to complete the process		
5.	Annual support, license, and/or maintenance fee. Please indicate duration of coverage.		
Total First Year proposal amount			$

PLEASE LIST ESTIMATED DELIVERY TIME _____

EVALUATION CRITERIA

The bid will be awarded to the Bidder who provides goods and/or services at the best value for the City. According to Sec. 252.043 of the Texas Local Government Code:

(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
(b) In determining the best value for the municipality, the municipality may consider:
(1) the purchase price;
(2) the reputation of the bidder and of the bidder's goods or services;
(3) the quality of the bidder's goods or services;
(4) the extent to which the goods or services meet the municipality's needs;
(5) the bidder's past relationship with the municipality;
(6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
(8) any relevant criteria specifically listed in the request for bids or proposals.

In addition to these criteria, the City will also take into account the lead time and expected time frame for installation. Once award, the City expects the equipment to be ordered within 10 business days with an expected completion date within 30 days.

If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid/proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire IFB Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

_____
(OFFICIAL Firm Name)

By:

_____
(Original Signature) **Must be signed to be considered responsive**

_____
(Typed or Printed Name)

_____ _____
(Title) (Date)

Remittance
Address: _____

_____
(City, State and Zip Code)

Phone #: (___) _____

Fax #: (___) _____

E-Mail Address: _____

If an addendum is issued for this bid/RFP, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:
1) _____date acknowledged
2) _____date acknowledged
3) _____date acknowledged

Form 1: Statement of Organization

1. Proposer

Full Name of Business: _____
Principal Business Address: _____
_____
Principal Phone Number: _____
Local Business Address: _____
_____
Local Business Contact: _____
Local Business Phone: _____
Local Business Fax: _____
Local Business E-mail: _____
Type of Organization: _____
Tax ID #: _____
License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

Name	Address	Area of Responsibility

(a) _____

(b) _____

(c) _____

(d) _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:

   _____

_____
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

   _____

_____
(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:

   _____

_____
(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:

   _____

_____
(Identify any other resources to be allocated to complete contract performance)

IFB 2025-05

DOCKING STATION PURCHASE AND INSTALLATION

SCOPE OF SERVICES

The Friendswood Police Department is seeking a Texas licensed vendor to provide and install an 800 amp 3Pole manual switch docking station. Also, the vendor will connect this to an existing generator. In addition, the features listed below are the minimum required:

- 800A Docking Station
- Complete Installation of this station including rack, wiring, feeder wires, connectors, etc.
- Connect to existing generator making any necessary cuts, additions, changes, etc. to facilitate this connection.
- Return work area and site to at least the same conditions prior to job.

In addition to these items, any ongoing service maintenance warranty for a minimum of 12 months is desired.

PRICING SHEET

ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	Main Unit (includes every item that completes the Docking Station).	1	$15,000.00
2.	Delivery to location	1	$100.00
3.	Installation and setup	1	$47,869.00
4.	Additional hardware needed to complete the process	1	$0.00
5.	Annual support, license, and/or maintenance fee. Please indicate duration of coverage.	1	$1,500.00
	Total First Year proposal amount		$ 64,469.00

PLEASE LIST ESTIMATED DELIVERY TIME 9 - 11 weeks

EVALUATION CRITERIA

The bid will be awarded to the Bidder who provides goods and/or services at the best value for the City. According to Sec. 252.043 of the Texas Local Government Code:

(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
(b) In determining the best value for the municipality, the municipality may consider:
(1) the purchase price;
(2) the reputation of the bidder and of the bidder's goods or services;
(3) the quality of the bidder's goods or services;
(4) the extent to which the goods or services meet the municipality's needs;
(5) the bidder's past relationship with the municipality;
(6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
(8) any relevant criteria specifically listed in the request for bids or proposals.

In addition to these criteria, the City will also take into account the lead time and expected time frame for installation. Once award, the City expects the equipment to be ordered within 10 business days with an expected completion date within 30 days.

If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid/proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire IFB Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Texan Municipal and Industrial, LLC
(OFFICIAL Firm Name)

By:

(Original Signature) **Must be signed to be considered responsive**

Warren Fields
(Typed or Printed Name)

Vice President
(Title)

May 22, 2025
(Date)

Remittance
Address: P.O. Box 941548,

Houston, TX 77094
(City, State and Zip Code)

Phone #: (___) 713-645-6560

Fax #: (___) _____

E-Mail Address: Projects@Texanmuni.com

If an addendum is issued for this bid/RFP, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

1) _____date acknowledged
2) _____date acknowledged
3) _____date acknowledged

Form 1: Statement of Organization

1. Proposer

Full Name of Business: Texan Municipal and Industrial, LLC
Principal Business Address: P.O. Box 941548, Houston, TX 77094

Principal Phone Number: 713-645-6560
Local Business Address: 7011 Dixie Drive, Houston, TX 77087

Local Business Contact: Warren Fields
Local Business Phone: 713-645-6560
Local Business Fax:
Local Business E-mail: Projects@Texanmuni.com
Type of Organization: Limited Liability
Tax ID #: 93-4076575
License #: Master Electrican - 650320

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) Carolyn Hodges - Owner, President
(b) Erika Roberts, Vice President
(c) Warren Fields, Vice President

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	Texan Electric Co., Inc.	7011 Dixie Dr., Houston, TX 77087	Electrical
(b)			
(c)			
(d)			

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
N/A	N/A	N/A

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company Texan Municipal and Industrial, LLC

Agent _____
Warren Fields, Vice President

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: Texan Municipal and Industrial has the proven capability to successfully execute construction projects of varying size and complexity. Our team brings over 20 years of industry experience, having completed more than 100 commercial, residential, and infrastructure projects on time and within budget.

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
Service trucks

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: Michael Clasen- Sr. Project Manager, Emilio Herrera- Project Manager, Ruben Torres- Operations Manager, Tommy Torres- Project Manager

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: *Resumes are attached

(Identify any other resources to be allocated to complete contract performance)

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, Warren Fields, the undersigned representative of Texan Municipal and Industrial, LLC (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. 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;

b. 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

c. 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:

1. "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.

2. "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:
   a. 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
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. 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;
   b. 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
   c. 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:
   a. 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
   b. 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:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) 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 15th day of May, 2025.

Texan Municipal and Industrial, LLC
Company Name

Signature

Warren Fields, V.P.
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Roma Linda Martinez, the undersigned notary public, on this day personally appeared Warren Fields, the Vice President (Title) of Texan Municipal and Industrial (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 15th day of May, 2025.

ROMA LINDA MARTINEZ
Notary Public, State of Texas
Comm. Expires 10-03-2026
Notary ID 133995612

Roma Linda Martinez
Notary Public in and for the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1309723

Date Filed:
05/14/2025

Date Acknowledged:

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

Texan Municipal and Industrial, LLC
Houston, TX United States

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

City of Friendswood

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

IFB 2025-05
Docking Station Purchase and Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Roma Linda Martinez, and my date of birth is [redacted]

My address is 7011 Dixie Drive, Houston, TX, 77087, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 14 day of May (month), 2025 (year).

Roma Linda Martinez
Signature of authorized agent of contracting business entity
(Declarant)

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Texan Municipal & Industrial, LLC

of Houston, Texas

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Friendswood

of Friendswood, TX

(hereinafter called the Obligee) in the penal sum of Five Percent of Greatest Amount Bid Dollars 5% G.A.B. lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated May 22, 2025 for PURCHASE AND INSTALLATION OF AN 800 AMP DOCKING STATION IFB 2025-05

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: May 22, 2025

Texan Municipal & Industrial, LLC
Principal

By: _____
Warren Fields, Vice President & Secretary

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
Mitchell Fitzhenry (Attorney-in-fact)

LMS-20865e 11/17

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No [redacted]

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mitchell Fitzhenry

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2025

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

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

PRODUCER A.J. Etheredge Company 430 Highway 6 South Suite 150 Houston TX 77079-	CONTACT NAME: Andrea Wilson PHONE (A/C, No, Ext): (713) 464-4888 FAX (A/C, No): (281) 584-9094 E-MAIL ADDRESS: andrea@ajetheredge.com PRODUCER CUSTOMER ID #: TEXAN ELECTRIC CO INC
INSURED TEXAN MUNICIPAL AND INDUSTRIAL,LLC P O BOX 266388 HOUSTON TX 77207-6388	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company INSURER B : Ohio Casualty Insurance Company INSURER C : Evanston Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	[redacted]	12/28/2024	12/28/2025	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR				/ /	/ /	MED EXP (Any one person)	$ 15,000
	X Per Project Aggregate				/ /	/ /	PERSONAL & ADV INJURY	$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG	$ 2,000,000
A	POLICY X PRO-JECT LOC				/ /	/ /		$
A	AUTOMOBILE LIABILITY	Y	Y	[redacted]	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS				/ /	/ /		$
	X NON-OWNED AUTOS				/ /	/ /		$
B	X UMBRELLA LIAB X OCCUR	Y	Y	[redacted]	12/28/2024	12/28/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Follow Form Policy	/ /	/ /	AGGREGATE	$ 5,000,000
	DEDUCTIBLE				/ /	/ /		$
	RETENTION $ 10,000				/ /	/ /		$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	[redacted]	12/28/2024	12/28/2025	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A				/ /	/ /	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability	Y	Y	[redacted]	/ /	/ /	AGGREGATE	2,000,000
					10/09/2024	10/09/2025	PER CLAIM AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required

PURCHASE AND INSTALLATION OF AN 800 AMP DOCKING STATION IFB 2025-05

CERTIFICATE HOLDER

City of Friendswood
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2009/09)
INS025 (200909)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY A.J. Etheredge Company	NAMED INSURED TEXAN MUNICIPAL AND INDUSTRIAL, LLC
POLICY NUMBER [redacted]	
CARRIER Ohio Security Insurance Company / NAIC CODE	EFFECTIVE DATE: 05/22/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: PURCHASE AND INSTALLATION OF AN 800 AMP DOCKING STATION IFB 2025-05

City of Friendswood, TX (Hereinafter OWNER) is named as Additional Insured in regards to the General Liability and Commercial Auto Policy as provided by Blanket Additional Insured Endorsement, where required by written contract. General Liability and Commercial Auto policies provide Waiver of Subrogation and Primary and Non-Contributory endorsement that are provided in favor of OWNER where required by written contract. Commercial Umbrella Policy is a Follow Form Policy. Pollution Liability Policy provides Waiver of Subrogation in favor of OWNER where required by written contract. General Liability, Commercial Auto and Pollution Liability policies includes 30 days of notice if policy is cancelled by the companies, and 10 days notice if the policy is cancelled for non payment.

ACORD 101 (2008/01)
INS101 (200801)

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UNANIMOUS WRITTEN CONSENT OF MEMBER(S) AND MANAGERS
IN LIEU OF
ORGANIZATIONAL MEETING
OF
TEXAN MUNICIPAL AND INDUSTRIAL LLC
(the "Company")
October 31, 2023

The undersigned, being all the member(s) and managers of the Company, hereby consent to, adopt and ratify in all respects, each of the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at the organizational meeting of the members, and managers called by the undersigned:

Acceptance of Certificate of Formation

RESOLVED, that the Certificate of Formation as filed in the Office of the Secretary of State of the State of Texas on October 31, 2023 and as reviewed by the members and managers of the Company and attached hereto as Exhibit A, be and hereby is accepted and approved, and the Secretary of the Company is directed to place the Certificate of Formation in the corporate record book of the Company; and further

Company Agreement

RESOLVED, that the Company Agreement for governing the affairs of the Company in the form attached hereto as Exhibit B, be and they hereby is, accepted and approved, and the Secretary of the Company is directed to place the Company Agreement in the company record book of the Company; and further

Election of Officers and Board Members

RESOLVED, that Ms. Hodges, as the sole member of the Company and the following managers of the Company hereby establish a board of directors and the following persons were nominated and elected to serve as board members and as officers of the Company until successors are elected and qualified:

President & Chairman of the Board	Carolyn R. Hodges
Chief Financial Officer & Board Member	Warren Fields
Vice President & Board Member	Erika Roberts
Secretary & Board Member	Warren Fields
Vice President, General Counsel & Board Member	Warren Fields

Company Seal

RESOLVED, that the form of seal of the Company, an impression of which may appear in the margin of this Consent be, and it hereby is, approved and adopted as the official seal of the Company in all respects; and further

Certificates of Ownership

RESOLVED, that the form of certificate attached hereto as Exhibit C be, and it hereby is, approved and adopted as the form of certificate to evidence of ownership of the Company; and further

Issuance of Certificates

RESOLVED, that appropriate officers of the Company be, and they hereby are, authorized and empowered for and on behalf of the Company, to issue to the following persons membership certificates for the amount of interest(s) designated below for and against receipt by the Company of appropriate consideration and that when such Certificates are so issued, they shall be duly issued, validly outstanding, fully paid and nonassessable:

Carolyn Hodges	1000	100%

; and further

Capital Requirement

RESOLVED, that upon receipt by the Company of the consideration for the issuance of Certificates described in the preceding section, such consideration being valued equal to or in excess of One Thousand Dollars ($1,000.00), the Company may commence business pursuant to its Certificate of Formation; and further

Depository Bank

RESOLVED, that a bank to be determined by the Managers of the Company be, and it hereby is, designated the depository bank of the Company and that the officers of the Company, individually and collectively are hereby authorized and empowered for and on behalf of the Company to execute resolutions prepared by such bank for the establishment of banking relations between the Company and such institution and two or more be and hereby are authorized to open a bank, money market or brokerage account on the Company's behalf; and further

Tax Identification Number

RESOLVED, that the Managers of the Company, individually and collectively, be, and are hereby authorized and empowered to apply for a federal tax identification number and any additional tax identification numbers that are or may be required of the Company by any governing authority; and further

Fiscal Year

RESOLVED, that the fiscal year of the Company shall commence on January 1 and end on December 31 of each year, except for the first year of existence, which shall be deemed to have begun on October 31, 2023 and end on December 31, 2023; and further

Office

RESOLVED, that the Managers of the Company be, and are hereby authorized and empowered in the name and on behalf of the Company to establish, with the assistance of agents and employees of the Company, an office in Houston, Texas, including without limitation executing a lease for an office in Houston; and further

Qualification to do Business

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which the Company may desire to do business, the officers of the Company are hereby authorized and empowered, in the name and on behalf of the Company, to appoint, substitute and replace all necessary or appropriate agents or attorneys for service of process, to designate and change the location of the office or offices of the Company and to make and file any and all certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and to cease doing business therein and withdraw therefrom, to revoke any appointment or agent or attorney for service of process, and to file such certificates, reports, revocation of appointment or surrender of authority as such officers of the Company shall approve and deem advisable for the Company; and further

Organizational Costs

RESOLVED, that the Managers of the Company be, and hereby are authorized and empowered to pay all charges and expenses arising out of the organization of this Company and to reimburse any person who has made any disbursements therefore; and further

Authorization and Ratification

RESOLVED, that the officers of the Company are hereby authorized and empowered, individually and collectively, to (a) sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company or otherwise (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions, and any and all acts and deeds previously performed by the officers or counsel or financial advisors prior to the date of these resolutions that are within the authority conferred hereby are ratified, confirmed and approved as the authorized acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned member(s) and managers have executed this Consent effective as of October 31, 2023.

MEMBER:

Carolyn R. Hodges

MANAGERS:

Carolyn R. Hodges

Erika Roberts

Michaelle Campbell

Warren J. Fields

Exhibit A - Certificate of Formation
Exhibit B - Company Agreement
Exhibit C - Certificate of Ownership

TEXAN MUNICIPAL & INDUSTRIAL
An Affiliate of Texan Electric Co. Inc.
★ ★ ★

Contracts on Hand

West Harris County Municipal Utility District No. 11 – Water Plant No. 1 Generator - $858,854.00– 30%

- Jacobs Engineering Inc.: Shawn Sharkey - Shawn.Sharkey@jacobs.com (713) 582-0132

Clear Lake City Water Authority – Water Well No. 7 & Water Plant No. 2 Site Improvements (Generators) - $856,169.00 – 25%

- LAN, Inc.: Jake Kocurek - JWKocurek@lan-inc.com (713) 821-0433

City of Nixon – Portable Emergency Generator - $293,289.00– 40%

- BEFCO Engineering, Inc.: Chad Emmel - Chad@befcoengineering.com (979) 968-6474

Athens Municipal Water Authority – Water Treatment Pant Emergency Generator Improvements - $614,180.00– 80%

- S. D. Kallman, L.P.: Cheryl Anderson - cheryl@sdkallman.com (512) 293-3925

Cinco Southwest Municipal Utility District No. 1 – Water Plant & Water Wells Generator Additions - $2,351,169.00

- BGE, Inc.: Michael Barrette - mbarrette@bgeinc.com (281) 558-8700

Tarrant County – 350 West Belknap Generator & Automatic Transfer Switch Replacement- $430,469.00

- Barid, Hampton & Brown: Paul Morris - pmorris@bhbinc.com (901) 289-6013

Gulf Coast Water Authority-Pump Replacement Projects - Thomas Mackey Water Treatment Plant - Clearwell / Industrial Pump Station - $3,252,956.59 – 35%

- Garver: Wade Parks - wpparks@garverusa.com (713) 395-4285

City of Garland - Lavon Pump Station Backup Generator - $2,499,169.00

- Gupta & Associates, Inc: Malanie Scallon

City of Richwood – ARPA Generators - $2,499,169.00

- Strand Associates: Blake Faldyn – blake.faldyn@strand.com (979) 836-7937

TxDOT - Generator Infrastructure, S. Tyler AEM - $383,169.00

- Texas Department of Transportation: Daphne Harris – Daphne.harris@txdot.gov (512) 765- 3527

TEXAN MUNICIPAL & INDUSTRIAL
An Affiliate of Texan Electric Co. Inc.
★ ★ ★

Contracts on Hand

Prestonwood Forest Utility District – Wastewater Treatment Plant Emergency Power Generator Replacement - $656,969.00

- Bleyl Engineering : Ronald Costello - rcostello@bleylengineering.com (936) 756-3661

Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - $139,169.00

- WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

City of Taylor – Electrical Improvements Project - $468,169.00

- HDR Engineering: Conor Stuart – conor.stuart@hdrinc.com (737) 230-7318

Fort Bend County Municipal Utility No. 134D – Harvest Green Lift Station No. 2 Generator Addition - $129,169.00

- Quiddity Engineering: Ken Grafton – kgrafton@quiddity.com (713) 353-7322

West Travis County Public Utility – Southwest Parkway Pump Station Generator Installation - $386,169.00

- Malone Wheeler: James Inocencio – jamesi@malonewheeler.com (956) 319-5546

Harris County Municipal Utility District No. 531 – Hidden Arbor Lift Station Generator Addition and Lift Station No. 1 - 213,469.00

- LJA: Shayna Helvey - shelvey@lja.com (713) 953-5200

Meadowhill Regional – MCC Wastewater Treatment Plant Replacement

- IDS Engineering Group: Kyle Malek - kmalek@idseg.com – (713) 462-3178

TEXAN MUNICIPAL & INDUSTRIAL
An Affiliate of Texan Electric Co. Inc.

Project References & Experience

- Harris County Municipal Utility District No. 468 – Booster Pump Station Improvements - $440,003.15
  - BGE, Inc: Gary Goessler - GGoessler@bgeinc.com (281) 744-5315
- City of Milford – 2020 TxCDBG Water Improvements – Emergency Generator - $128,169.00
  - Freeman-Millican, Inc: Carlos Aguilar - caguilar@fmi-dallas.com (214) 952-0234
- Mission Bend Municipal Utility District No. 1 – Lift Station Electrical Improvements - $122,669.00
  - Vogler & Spencer Engineering: Jolie Craft – Jcraft@vs-eng.com (713) 557-7787
- City of DeSoto – DeSoto Westmoreland ARPA Generator Improvements - $694,946.00
  - Garver: Markay Brown – Mbrown@GarverUSA.com (318) 278-1110
- Carrizo Hill WSC--Emergency Generator at Existing Water Well Site - $139,169.00
  - WTC, Inc.: Bob Thonhoff - bob.thonhoff@wtcinc.com (512) 328-6736

** The following projects were managed by Ruben Torres & Michael Clasen under their previous employer. The references are to supply informa· on for these individuals apart from their previous employers.

- FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2 – Third Storm Water Pump Station – Bid Package 4C – building interior
  - Contact: Jim Kidda – 832-731-3773
- FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 152 – Lift Station No. 1 Rehabilitation
  - Contact: Makayla Murski – 713-462-3178
- DOWDELL PUBLIC UTILITY DISTRICT – Water Plant No. 1 Demolition
  - Contact: Taylor Reed - 713-782-0042
- HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 81
  - Contact: Gary Gossler – 281-744-5315
- CITY OF LAREDO – Manadas Creek Wastewater Treatment Plant **$9.8MM** – 2022
- CITY OF PFLUGERVILLE – Surface Water Treatment Plant Standby Generator **$7.6MM** – 2021
- TEXAS DEPARTMENT OF CRIMINAL JUSTICE – Replace Primary Distribution System Wynne Unit **$7MM** – 2019
- HARRIS COUNTY MUD 558 – Generator
  - Costello Engineering: Nicholas Pratka – 713-783-7788
- CITY OF MADISONVILLE – Generator
  - Strand & Associates: Hollie Janecka, P.E. - 979-836-7937
- SOUR LAKE - Generator
  - Bleyl Engineering: Blake Barringer, P.E. - (936) 441-7833
- BEECHNUT MUD - MCC
  - Sander Engineering Corporation: Erik Miller, P.M. - (713) 784-4830

SAM.GOV®

TEXAN ELECTRIC CO., INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
U4NKJNBPE2M5	**3B9A2**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 21, 2025**	
Physical Address	Mailing Address	
7011 Dixie DR **Houston, Texas 77087-5217** **United States**	**PO Box 266388** **Houston, Texas 77207-6388** **United States**	

Business Information

Doing Business as	Division Name	Division Number
TEXAN MUNICIPAL AND INDUSTRIAL	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 09	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 23, 2024	**Aug 21, 2024**	**Oct 22, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 23, 1982	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Texan Municipal and Industrial, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ronna Lanter

Signature of vendor doing business with the governmental entity

5/5/23

Date

Ruben Torres

Employment History

Texan Electric **July 2023-Present**

Operations Manager / Project Manager / Estimator Texan Municipal and Industrial a Division of Texan Electric

- Assist Estimating in bidding opportunities and Preconstruction services.
- Understood the entire electrical construction process from design through project close-out for large commercial and industrial projects.
- Exhibited discretion in reviewing, analyzing and interpreting construction documents to determine the scope of work and collaborate with preconstruction professionals to plan a successful strategy to project completion.
- Proactively communicated project milestones to both internal and external parties.
- Passionately managed all business aspects of multiple concurrent projects, ensuring financial targets are met while maintaining established quality standards.
- Established initial manpower/man-hour and material expense budgets.
- Monitored project scope for changes affecting budget and/or schedule.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.

W-Industries – Houston, TX **February 2022 – July 2023**

Senior Project Manager

- Assist Estimating in bidding opportunities and Preconstruction services.
- On average managed 18 projects at any given time, ranging anywhere from $100k – $15M.
- Manage multiple crews of 6-15 technicians at any given time.
- Understood the entire electrical construction process from design through project close-out for large commercial and industrial projects.
- Exhibited discretion in reviewing, analyzing and interpreting construction documents to determine the scope of work and collaborate with preconstruction professionals to plan a successful strategy to project completion.
- Proactively communicated project milestones to both internal and external parties.
- Passionately managed all business aspects of multiple concurrent projects, ensuring financial targets are met while maintaining established quality standards.
- Established initial manpower/man-hour and material expense budgets.
- Monitored project scope for changes affecting budget and/or schedule.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.

McDonald Electric – Houston, TX **August 2010 – February 2022**

Project Manager / Estimator McDonald Municipal and Industrial a Division of McDonald Electric

- On average managed 18 projects at any given time, ranging anywhere from $100k – $15M.
- Manage multiple crews of 6-15 technicians at any given time.
- Successfully delivered an $8M construction project for the city Huntsville, Wynne Prison. 6-man project spanning 2 years working on high voltage transformers, switches and related underground work.
- Assist Estimating in bidding opportunities and Preconstruction services.
- Assist Project Engineers and Project Manager in development of Chart of Accounts.
- Assist in development of detailed CPM Schedule.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

McDonald Electric – Houston, TX **June 2005-August 2010**

Field Superintendent

- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

McDonald Electric – Houston TX **January 1999 – June 2005**

General Foreman

- Manage multiple electricians to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Monitor project costs and identify areas for improvement.

- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.

Summary of Experience

- Experience working with multiple projects ranging from 1 - 15M.
- Strong knowledge of commercial construction and exceptional jobsite management skills.
- I deliver on key projects and commitments via professional knowledge and leadership abilities.
- I foster positive long-term relationships with subcontractors and business partners.
- I maintain detailed process & application knowledge relating to building codes, budget, management, construction practices, project scheduling etc.
- I provide on-time delivery while maintaining the team's focus on safety, quality and budget.
- I fully understand, and effectively utilize drawings, specifications, subcontract agreements and purchase orders.
- Effectively manage delivery schedules and change management process.
- Lead, implement and enforce jobsite safety requirements and Quality Assurance.
- Lead job set-up, communications, safety compliance, record-keeping, QC and closeout.
- Support direct report through regular communication.
- Develop competencies and skill sets via active engagement in performance management process, employee development and problem-solving.
- Travel to jobsites, meetings and client locations as needed in support of employees, clients, project team, etc.
- Oversight of projects in the field, providing leadership to field foremen, and ensure successful completion of trade work.
- Work closely with Key Stakeholders to ensure timely and quality completion of construction process.
- Experience with Rehab and New Construction of Water Plants, Wastewater Treatment Plants, and Lift Stations.
- Experience with Generator installation for Hospitals, Water Plants, Wastewater Treatment Plants, and Lift Stations.
- Coordinating subcontractors' work/schedule based on the General Contractor's project schedule.
- Maintain high quality control while implementing good construction safety practices with all on-site activity.

Skills

- Ability to review, interpret, and apply project documents to construction (Plans, specifications, etc.).
- Effectively communicate with all levels of project personnel (Subcontractors, PM's, Owners, Architects, Engineers, etc.).
- Ability to problem solve in a fast-paced environment.
- Up-to-Date Knowledge of construction principles and practices.
- Comprehension of construction documents, submittals, and contracts.
- Superior attention to detail.

- Ability to work under pressure and meet multiple deadlines.
- Basic fluency with Microsoft Project, Word, Excel, Outlook.
- Various construction management software BIM 360, Pro-Core, etc.

Licenses

- Texas Journeyman Electrician License

WARREN J. FIELDS
[redacted]

Member State Bar of Texas - admitted November, 1989
Board Certified in Estate Planning and Probate Law
Texas Board of Legal Specialization (2006).

Routinely act as outside general counsel and business consultant to a corporate clients (and their related boards of directors) in the areas of: contract negotiations, human resources, collections, audit and safety compliance, corporate structures, tax, business formations, mergers and acquisitions, succession planning, litigation and appellate matters - federal (including bankruptcy) and state court.

EXPERIENCE:

Law Offices of Warren J. Fields (10/07 to present)

Texan Electric Co., Inc. d/b/a Texan Municipal and Industrial
Chief Financial Officer, Vice President, Secretary and General Counsel, Board of Directors (February 2023 to present)

Tepco Solutions
General Counsel and business consultant (May 2019 - November 2021)

Saxon Engineering, Inc. d/b/a/ Saxon Technologies
General Counsel and business consultant (January 2017-November 2018)

Mudsaver Valve Technologies
Vice President, General Counsel and Board of Directors (April 2008 to June 2017)

Action Professional Engineering, Inc
Vice President, General Counsel and Board of Directors (11/98 to 3/03)

Coordination of all functions of specialized oilfield drilling company specializing in high-pressure wells including corporate and state (California and Texas) compliance, safety, contracts, negotiations, bids, sales, production and international transactions.

Sloan Fields & Moyer, L.L.P. - Partner (4/03 to 9/07)

Fields & Associates P.C. f/k/a Fields and VerVoort PC (2/95 to 3/03)

Brewer & Pritchard, P.C. (8/93 to 2/95)
Construction litigation

Winstead (f/k/a Winstead Sechrest & Minick P.C.) (9/90 to 8/93)
Bankruptcy and litigation (focus on construction)

Supervising attorneys	Hon. Wesley Steen	Bankruptcy Judge, SD Tex (former)
	Hon. Kem Thompson Frost	Texas 14th Court of Appeals (current)
	Hon. Jeff Shadwick	55th District Court, Harris County, TX (former)

United States Court of Appeals for the Fourth Circuit
Law Clerk to the Hon. H.E. Widener, Jr. (8/89 to 8/90)

EDUCATION:

J.D. with Distinction - May 1989 Rank: 33/210	The University of Oklahoma College of Law, Norman, OK
B.B.A. - Accounting May 1985	The University of Oklahoma College of Business Administration

Additional studies:

LLM Tax Law curriculum audited courses for board certification (42 hours) 2001-2006	University of Houston College of Law and South Texas College of Law
1986 International law studies	Queen's College, Oxford University Oxford, England - Vliet Scholarship
M.B.A. curriculum (1987-89) (24 hours)	The University of Oklahoma College of Business Administration

AWARDS AND ACTIVITIES:

- Oklahoma Law Review: (Note Editor 1987-88); Note, *Vicarious Disqualification and the Model Rules of Professional Conduct*, 40 Okla. L. Rev. 231 (1987).
- American Jurisprudence Awards: Contracts I, Local Government Law, Trial Techniques
- Vliet Scholarship: Oxford University
- National Inns of Court; Order of the Barristers; National Trial Team; National Appellate Advocacy Team: 1st Place Region (April 1987)
- Dean's Honor Roll
- Research Assistant to Professor O.M. Reynolds
- Frank C. Love Scholarship: Outstanding Second Year Paper
- Rotarian Scholarship: Runner-up 1988

CIVIC AND PROFESSIONAL:

American, Texas, and Houston Bar Associations
Admissions to: United States Supreme Court
United States Courts of Appeal for the Fourth and Fifth Circuits
United States District Courts for the Northern, Eastern, Southern and Western Districts of Texas
Assigned Pro Bono representation - death row inmate Ernest Baldree (1990-1994)

US Naval Academy Parents Club (Gulf Coast) - Treasurer and Board of Directors
Texan Youth Outdoors, Inc. - Founder and President (non-profit to promote youth outdoor activities - focused on sailing)
Greater Houston Partnership - World Trade Division
Economic Development Subcommittee (secretary 1992), Western Hemisphere Subcommittee

Scouts BSA - Skipper - SSS 45, Galveston, Texas
Asst. Scout Master - Troop 73 - Katy, Texas
Formerly Mate and Committee Member- Sea Scout Ship 1996 - Defiant - Katy, Texas

Member - Second Baptist Church - Deacon; Crisis Management Team; hurricane/tropical storm relief efforts (Tropical Storm Alison; Hurricane Katrina)

Business Development Board - Sterling Bank (now Comerica)
Board of Directors- Greater Houston Christian Outdoor Fellowship - (2003-2008)(Founding Member)
Katy ISD - Leadership Katy - class 2015-16; Superintendent roundtable

REPORTED CASES:

Teal Energy USA, Inc. v. GT, Inc., 369 F.3d 873 (5th Cir. 2004).
In re Belair 301-50, 972 F.2d 338 (4th Cir. 1992)(unpublished)(1992 WL 200849)(briefing).
United States for Use of American Bank v. C.I.T. Constr., 944 F.2d 253 (5th Cir. 1991).
In re Burton Securities, 148 Bankr. 478 (Bankr. S.D. Tex. 1992).
Durkay v. Madco Oil Co., Inc., 862 S.W.2d 14 (Tex. App. - Corpus Christi 1993)(briefing and jury instructions at trial court).

OTHER INTERESTS:

Kids (ages 20, 18 and 16)
Sailing, fishing, hunting, sporting clays
Hunt Test competitions - Labrador retrievers
Private pilot (single-engine land)
Open Water Diver Certification - NAUI

PRACTICE AREAS:

Business

- Review and negotiation of constructions and service contracts proposed by, e.g., Exxon Exploration Company, Apache & Geochemical and Environmental Research Group, BP(then Amoco), Tesco Corporation, El Paso Oil and Gas, Key Energy Services, and Magnavox Electronic Systems Company.

- Review and negotiation of international contracts involving companies based (or formed) in Canada, Italy, Belize, Vietnam, United Kingdom/Scotland, and Israel.

- Mergers and acquisitions - drafting stock and/or assets purchase agreements; corporate conversions and formations - Texas, Delaware and California.

- Review and negotiation of construction contracts related to projects, including: Federal Detention Center - Houston; Minute Maid Park (then Enron Field); NRG Stadium (then Reliant Stadium); MD Anderson Cancer Center, City of Houston and Harris County.

- Real Estate - review and negotiation of corporate leases and contracts for sale.

- Review and negotiation of franchise agreements.

- Advise clients on employment issues (including management of litigation); drafting employee manuals, including substance abuse policies, confidentiality and trade secret agreements.

Regulatory/Compliance

- State of Texas - Secretary of State, franchise tax, sales tax, comptroller
- Internal Revenue Service
- Foreign Corrupt Practices Act
- US Postal Commission
- ERISA
- EEOC

Litigation

- Defense and prosecution of claims (1st chair - jury and bench) in both federal and state court based on insurance code violations, fraud, DTPA, civil conspiracy, negligent misrepresentation, promissory estoppel, breach of fiduciary duty, breach of duty of good faith and fair dealing, lender liability, collection, shareholder derivative actions, breach of contract including claims related to co-generation facilities, letters of credit, construction/surety disputes, Miller Act claims, notes, products liability; employment agreements, EEOC, sexual harassment and eminent domain matters.

Specific Matters

- **3DI Tower** - Involved in management of litigation related to curtain-wall failure of Galleria building involving 21 parties pending in California bankruptcy court, U.S. Dist. Courts in California and Texas - Dallas and Houston and state district court (Houston).

- **Minute Maid Park** - Representation of cast-in-place concrete contractor related to disputes over center and right field bleacher configuration; representation of general contractor in wrongful death action related to accident during construction.

- **Federal Detention Center** - Representation of general contractor in architect and survey dispute related to site placement.

- **Reliant Stadium** - Representation of A/V contractor related to contract dispute over scope of work for broadcast signal wiring and conduit in suites.

- **Co-generation Plant - Artesia California** - Representation of general contractor in arbitration involving disputes over scope of work related to co-generation facility.

- Collection of large accounts due construction and service clients, including lien filings and collection of bond claims;

- Representation of engineering company related to construction and operation of salt-dome storage facility and blow-out related to same.

- Management of team involving four law firms regarding litigation pending in UK (Scotland) and United States related to international trade-secret litigation and covenants not to compete.

- Representation of local services company related to establishment and defense of common law trademark.

Bankruptcy

- Representation of both debtors and creditors in chapter 7, 11, and 13 bankruptcy cases and related adversary proceedings and contested matters.

- Representation of trustees and committees in bankruptcy cases with experience serving as bankruptcy trustee in § 341 meeting of creditors.

- Involved in drafting disclosure statements, plans of reorganization, proofs of claim, motions to use cash collateral, motions to use estate property outside the ordinary course of business, motions to assume or reject real property leases and related motions for extension of time to assume or reject. Drafting of objections and representation of clients at hearings.

- Prosecuting and defending claims objections in adversary proceedings and contested matters.

Micheal Clasen

[redacted]

Objective

I am a, self-motivated Project Manager / Estimator who has 20+ years of experience. I have extensive industry experience that demonstrates excellent understanding of the unique needs and requirements of clients, projects, departments and systems. I offer strong time management and organizational skills. I am seeking a challenging and rewarding position that will allow me to utilize my outstanding leadership skills while working with fellow colleagues to accomplish the goals of the organization.

Skills & Abilities

MANAGEMENT

- 10+ Years of Commercial / Industrial Construction management.
- Experience working with multiple projects ranging from 1 - 15M.
- Strong knowledge of commercial construction and exceptional jobsite management skills.
- I deliver on key projects and commitments via professional knowledge and leadership abilities.
- I foster positive long-term relationships with subcontractors and business partners.
- I maintain detailed process & application knowledge relating to building codes, budget, management, construction practices, project scheduling etc.
- I provide on-time delivery while maintaining team focus on safety, quality and budget.
- I fully understand, and effectively utilize drawings, specifications, subcontract agreements and purchase orders.
- Effectively manage delivery schedules and change management process.
- Lead, implement and enforce jobsite safety requirements and Quality Assurance.
- Lead job set-up, communications, safety compliance, record-keeping, QC and closeout.
- Support direct report through regular communication.
- Develop competencies and skill sets via active engagement in performance management process, employee development and problem-solving.
- Travel to jobsites, meeting and client locations as needed in support of employees, clients, project team, etc.
- Oversight of projects in the field, providing leadership to field foremen, and ensure successful completion of trade work.
- Work closely with Key Stakeholders to ensure timely and quality completion of construction process.
- Experience with Commercial and Healthcare projects including hospitals and laboratories.
- Experience with Rehab and New Construction of Water Plants, Waste Water Treatment Plants, and Lift Stations.
- Experience with Generator installation for Hospitals, Water Plants, Waste Water Treatment Plants, and Lift Stations.
- Experience directing and coordinating trades.
- Up-to-Date Knowledge of construction principles and practices.
- Comprehension of construction documents, submittals and contracts.
- Coordinating subcontractors' work/schedule based on the General Contractor's project schedule.
- Coordinating material deliveries.
- Coordinating project inspections.
- Preparing for weekly/bi-weekly progress meetings with GC PM's/owner/architect/engineers.
- Documentation of project progression.

- Maintain high quality control while implementing good construction safety practices with all on-site activity.
- Ability to review, interpret, and apply project documents to construction (Plans, specifications, etc.).
- Affectively communicate with all levels of project personnel (Subcontractors, PM's, Owners, Architects, Engineers, etc.).
- Ability to problem solve in a fast-paced environment.
- Superior attention to detail.
- Ability to work under pressure and meet multiple deadlines.
- Basic fluency with Microsoft Project, Word, Excel, Outlook.
- Various construction management software BIM 360, Pro-Core, etc..

Experience

PROJECT MANAGER / ESTIMATOR| MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF MCDONALD ELECTRIC. JANUARY 2015 - PRESENT

- Assist Estimating in bidding opportunities and Preconstruction services.
- Assist Project Engineers and Project Manager in development of Chart of Accounts.
- Assist in development of detailed CPM Schedule.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Chair weekly subcontractor coordination meetings.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

FIELD SUPERINTENDENT / GENERAL FOREMAN MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF MCDONALD ELECTRIC. AUGUST 2010 - JANUARY 2015

- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Chair weekly subcontractor coordination meetings.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.

PROJECT MANAGER / ESTIMATOR| MCDONALD ELECTRIC. JUNE 2005 – AUGUST 2010

- Assist Estimating in bidding opportunities and Preconstruction services.
- Assist Project Engineers and Project Manager in development of Chart of Accounts.
- Assist in development of detailed CPM Schedule.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Chair weekly subcontractor coordination meetings.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

APPRENTICE ELECTRICIAN MCDONALD ELECTRIC INC. JUNE 1998 – JUNE 2005

- Worked under multiple foremen to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.

Education

HIGH SCHOOL GRADUATE | MAY 1992 | BELLAIRE HIGH SCHOOL

TEXAS JOURNEYMAN ELECTRICAN LICENSE| JUNE 2005 | ELECRICAL TRAINING CENTER

Affiliations

INTERTIONAL BROTHERHOOD OF ELECTRICAL WORKERS - IBEW

- Local Member since 2000

Emilio Herrera

[redacted]

Texan Municipal & Industrial

August 2024- Present

Project Manager

- Assist Estimating in bidding opportunities and Preconstruction services.
- Manage multiple crews of 6-15 technicians at any given time.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete the desired task.

Skills

- Electrical systems & controls
- Installation & Maintenance
- Knowledgeable in NFPA, NEC, OSHA
- Generators & Transformers
- Project construction and remodels in Schools, Hospitals and Data centers and other commercial aspects
- Familiar with Motor Controls and PLC'S
- Can read and understand Wiring Diagrams, Blueprints and Schematics

Professional Experience

General Foreman/Superintendent 2022-2024

W-Industries

- Managed various Jobs in an organized manner that will, complete the job and leave the customer and company satisfied.
- Planned, executed and supervised Project to get the job done efficiently.

- Coordinated with general Contractors and Plant management to complete tasks safely and when time is most convenient.

Electrical Foreman- 2021-2022

C.F. McDonald Electric Inc.

- Managed various jobs in commercial/residential buildings.
- Plan the project in an organized way that would be beneficial to both the customer and our company.
- Order the proper material to get the job done adequately and efficiently.
- Attended meetings to coordinate job with different Trades/Subcontractors

Journeyman Electrician, 2018 to 2021

C.F. McDonald Electric Inc.

- Working for a commercial electrical contractor, mainly worked in Schools, Hospitals, Clinics Communication facilities among other commercial buildings.
- Installed, maintained, repaired, and tested equipment.
- Developed experience in communication systems cabling, circuitry and wiring through projects for public utility companies.
- Troubleshot problems with lighting and power and was able to find the solution.

Apprentice Electrician 2014-2018

McDonald Electric Inc.

- Worked for a commercial electrical contractor with supervision of a Journeyman electrician, to make sure the job was done properly and adequately.
- Helped install and maintain electrical equipment with supervision of a journeyman.

Material Handler 2012-2014

- Warehouse Services Inc.
- Worked for a company that distributed tires for Michelin.
- Unloaded tires from trailer and stacked properly in the desired pattern.
- Picked orders and assembled the tires that were going to be distributed.
- Drove forklift to put away tires in specific location in the building.

Education & Licenses

- Bachelor Of Science in Operations Management
- Texas Journeyman License
- Electrical Apprenticeship Program Certification
- OSHA 30 Certification
- High School Diploma, Stephen F. Austin
- Agile Project Management Proeficient

Tommy Torres

Employment History

Texan Municipal & Industrial **October 2023 - Present**

Project Manager

- Assist Estimating in bidding opportunities and Preconstruction services.
- Manage multiple crews of 6-15 technicians at any given time.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

W-Industries – Houston, TX **February 2022 – August 2023**

Superintendent

- Assist Estimating in bidding opportunities and Preconstruction services.
- Manage multiple crews of 6-15 technicians at any given time.
- Assist in development of Detailed Scope of Work.
- Develop a project site logistics plan.
- Maintain a thorough understanding of contract documents.
- Manage labor force to achieve optimum performance.
- Review and understand material budgets and negotiate purchase orders.
- Review and understand equipment budgets and negotiate rental rates.
- Monitor project costs and identify areas for improvement.
- Provide leadership in quality process.
- Provide leadership in the safety and accident prevention programs.
- Document daily construction activities.
- Issue and maintain short term schedules.
- Assist Project Engineers in Shop Drawing and Submittal process.
- Verify that As-Built drawings are kept current.
- Work with various trades to complete desired task.

McDonald Electric – Houston, TX **Sept 2004 - February 2022**

Foreman/Supervisor

- Successfully delivered $10M project for TxDOT out in West Texas, Project was completed within 1 year with several 4 man crews, working on generators for lay down yards.
- While working on the West Texas project for TxDOT, was awarded another $10M project for them out in East Texas, same scope of work

- Successfully delivered a project for the City of Garland, a $4M 1 year project with a 6 man crew. Scope of work consisted of working on generators, 2000V Amp, paralleling switch gears, sewer lines, concrete work and general building construction.
- Completed a $1.2M project for the city of Freeport, project consisted of 27 lift stations, 3 water plants and 1 wastewater plant. Scope of work included installing new SCADA panels and systems, along with upgrading electrical panels and services.
- Successfully delivered a $1.6M project for Harris County MUD 287, project lasted 1.5 – 2 years with an 8-10 man crew with 4 sub-contractors. Scope of work consisted of extending a wastewater treatment facility and building out a lift station from the ground up. Project was completed under budget and ahead of schedule.
- Completed $800k Faulkey Gully Mud project which was a lift station rehab and gear change out.
- Review project Drawings and Specifications to have a strong and thorough understanding of the project.
- Coordinate with GC and Superintendent upcoming project activities and milestones.
- Coordinate with PM to ensure project materials are available to meet project schedule.
- Supervised projects to uphold schedule requirements and quality demands.
- Prepared and planned worksites to help jobs run smoothly.
- Delegated duties to employees based on skillset.
- Viewed and checked job equipment to determine maintenance requirements.
- Monitored job site parts and equipment.
- Complied with federal and company regulations to maintain high level of job site
- safety.
- Diagnosed and corrected equipment and machinery malfunctions.

Skills

- Reliable (being on time and show up everyday to work)
- Accountable (knowing how to accept my mistakes if made)
- Conduct weekly safety meetings
- Coordinate and plan projects for crew members
- Order and receive material for the projects and distribute to the crew
- Able to read blue prints
- Run and bend conduit
- Terminated conductors and test them
- Terminated lights switches, transformers, a/c units and generators with automatic transfer switches
- Perform underground and service work

License

- Texas Journeyman Electrician License June 2004

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/08/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Marcus Rives (ii) Brian Bounds, (iii) Travis Mann, and (iv) Thomas Hinckley for a two-year term, and (v) Marsha Conrad for a one-year term, to the Planning and Zoning Commission beginning July 1, 2025, and ending June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission is composed of seven members. Such members must be residents and qualified voters of the City, all of whom shall be appointed by the Mayor, subject to confirmation by a majority vote of the City Council.

The following members desire reappointment and have met the requirements of the City's Appointment Policy:

(i) Marcus Rives
(ii) Brian Bounds
(iii) Travis Mann
(iv) Thomas Hinckley; and
(v) Marsha Conrad.

If appointed, these members will serve a two-year term beginning July 1, 2025, and ending June 30, 2027 -- with the exception of Marsha Conrad, who will serve a one-year term beginning July 1, 2025, and ending June 30, 2026, in accordance with Ordinance No. 2025-14, which received final approval of City Council on May 5, 2025. Except for Ms. Conrad, this will be the second term for each pursuant to Section 2-23 of the City Code, which generally limits the number of terms a person may serve to six two-year terms.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Bounds, Brian - Volunteer Application_Redacted
2. Conrad, Marsha - Volunteer Application_Redacted
3. Hinckley, Thomas - Volunteer Application_Redacted
4. Mann, Travis - Volunteer Application_Redacted
5. Rives, Marcus - Volunteer Application_Redacted

TM

APR 2022
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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.

VOLUNTEER APPLICATION

NAME: BRIAN BOUNDS HOME PHONE: _____

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: RETIRED - CIO

SPECIAL INTERESTS AND TALENTS: COMMUNITY DEVELOPMENT; COMPUTER SYSTEMS;

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

- [x] 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

RECREATION

- [ ] 4TH OF JULY STEERING COMMITTEE
- [ ] 4TH OF JULY VOLUNTEER
- [ ] SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- [ ] LIBRARY BOARD
- [ ] LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

- [x] LONG-TERM PROJECTS
- [x] SHORT-TERM PROJECTS
- [x] DAYTIME
- [x] EVENING
- [x] SUMMER

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.

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 26 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)?
CERTIFIED CHIEF INFORMATION SECURITY OFFICER; PRIVATE PILOT; SCUBA DIVER; STRATEGIC PLANNING; COMPUTER FORENSICS
MARTIAL ARTS INSTRUCTOR, 4TH DEGREE BLACK BELT
TEXAS LICENSED REAL ESTATE AGENT

Please list any civic or community endeavors in which you have been involved:
FRIENDSWOOD - BOND COMMITTEE
WHARTON CEMETERY ASSC. - CHAIRMAN; WHARTON, TX
FBI - INFRAGARD, FORMER BOARD MEMBER; FBI CITIZENS ACADEMY - FORMER BOARD CHAIR

BK Consent (Initial Here) Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.

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.

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Brian K Bounds
Signature of Applicant

6 APRIL 2022
Date

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:*
BOND COMMITTEE	~2020

PERSONAL REFERENCES:

Please list at least two references.

NAME: MIKE FOREMAN
ADDRESS: [redacted]
PHONE:

NAME: GREG COX
ADDRESS: [redacted]
PHONE:

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MARSHA CONRAD

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: CONTRACTOR, INTERIOR & ARCHITECTURAL DESIGNER

SPECIAL INTERESTS AND TALENTS: PLANNING & ZONING COMMISSION

FRIENDSWOOD BEAUTIFUL COMMITTEE

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
- ✓ 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

_____

_____

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.

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 35 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)?
CONSTRUCTION SCIENCE - UT AUSTIN
(RID) INTERIOR DESIGN / REGISTERED BUILDER # 15493
MASTER GARDENER - TX A&M - 1985

Please list any civic or community endeavors in which you have been involved:
BOARD OF TRUSTEE AT CHURCH
HEAD OF GROUNDS COMMITTEE
HEAD OF MAINTENANCE

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.

M Conrad
Signature of Applicant

02-09-2023
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

Revised 03/31/21 syb

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: BECKY ERICSSON
ADDRESS: [redacted]
PHONE:

NAME: TRISH HANKS
ADDRESS: THANKS@CI.FRIENDSWOOD.TX.US
PHONE:

Revised 03/31/21 syb

2/8/18

CC: M & CC
Aubrey Harbin, CDD
Karen Capps, CMO
James Toney, P & R
Morad Kabiri, CMO

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: Thomas R. Hinckley Jr. HOME PHONE: _____

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: VP of Operations in the field of Project Management

SPECIAL INTERESTS AND TALENTS: Automobiles, construction, restoration and gardening.

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
__X__ PLANNING & ZONING COMMISSION
__X__ ZONING BOARD OF ADJUSTMENT & APPEALS
__X__ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__X__ COMMUNITY & ECONOMIC DEVELOPMENT
__X__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
__X__ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
__X__ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
__X__ DAYTIME (Some)
__X__ EVENING
__X__ 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.

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 5 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 degree in construction technology and nearly finished a degree in architectural design.
Nearly 20 years of experience in the construction industry including residential, commercial and industrial.
For the past 3 years I have ran a project management staffing company growing it from inception to an expected $6M in revenue this yr.
Plan to start our own company this year with a home office of Friendswood.

Please list any civic or community endeavors in which you have been involved: Nothing formal as of late but I did assist several during and after hurricane Harvey. I was honorably discharged from the IL Army National Guard in Jan. 2002.

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

2/8/18
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

Approved 07/10/17 mkw

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: Zach Padgett
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Kam Hasmukh
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: TRAVIS R. MANN

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: PILOT

SPECIAL INTERESTS AND TALENTS: AVIATION, COACHING LOCAL KIDS SPORTS

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
- [X] 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

_____

_____

I AM AVAILABLE FOR
- [X] LONG-TERM PROJECTS
- [X] SHORT-TERM PROJECTS
- [X] DAYTIME
- [X] EVENING
- [X] SUMMER

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.

I HAVE BEEN SEEKING AN OPPORTUNITY TO CONTRIBUTE TO FRIENDSWOOD. THERE HAS ALWAYS BEEN AN INTEREST IN KEEPING FRIENDSWOOD THE BEST CITY IN TEXAS. NOW I SEE A WAY FOR ME TO GIVE BACK. I LOOK FORWARD TO HELPING OUR COMMUNITY.

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 6 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)?
RETIRED WITH OVER 20 YEARS OF LEADERSHIP IN THE MILITARY SOLVING COMPLEX PROBLEMS AND CREATING INNOVATIVE SOLUTIONS.

Please list any civic or community endeavors in which you have been involved:
NATIONAL SPOKESMAN FOR CARRY THE LOAD FUNDRAISING ORGANIZATION
COACH LOCAL YOUTH SPORTS (FOOTBALL, BASKETBALL, BASEBALL, SOCCER)

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.

T. D M
Signature of Applicant

14 MAY 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: ABE SAMEEI
ADDRESS: [redacted]
PHONE:

NAME: DAVID FREEMAN
ADDRESS: [redacted]
PHONE:

Susan Ballard

From: noreply@civicplus.com
Sent: Wednesday, May 11, 2022 3:02 PM
To: Leticia Brysch; Renee Kross; Susan Ballard; Coretta Edwards
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Marcus
Volunteer Last Name	Rives
Home Address	[redacted]
City	Friendswood
State	Texas

Zip Code	77546
Home Phone	[redacted]
Work Phone	
Cell Phone	
Email Address	
Occupation	Architectural Designer
Special Interests and Talents	Architecture and design, Art, music
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Daytime, Evening
Please use the space below for additional comments.	*Field not completed.*

(Section Break)

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	Male
How long have you been a Friendswood resident?	26+ (raised in Friendswood also)
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)?	Served on P&Z a long time ago. Professional Architectural Designer 30+ years in design and architecture
Please list any civic or community endeavors in which you have been involved	Served on the following boards/commissions/committee's: - Planning & Zoning Commissioner - Mayor Mike's Drainage Committee - Community Development Design Review Committee - City of Friendswood Bond Review Committee - FISD Bond Review Committee - Rotary - FHS Marching Band Volunteer - Served many times as a Church, School, and Civic volunteer
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	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.

Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Marcus Rives
Date	5/11/2022

Thank you for taking the time to complete this application.

(Section Break)

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	- Planning & Zoning Commissioner - Mayor Mike's Drainage Committee - Community Development Design Review Committee - City of Friendswood Bond Review Committee
Dates of Service	varies

(Section Break)

Personal Reference #1: First Name and Last Name	Sally Branson
Address	[redacted]
City	
State	
Zip Code	
Phone	
Email Address	*Field not completed.*

(Section Break)

Personal Reference #2: First Name and Last Name	Rebecca Hillenberg
Address	[redacted]
City	
State	
Zip Code	
Phone	
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/08/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for a two-year term beginning on July 1, 2025, and ending on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation is a Type B corporation that may undertake projects as described in Chapters 501 and 505 of the Local Government Code, including undertaking projects as authorized by law, including, but not limited to:

> Projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map including: streets, targeted infrastructure, paved sidewalks, pedestrian amenities; such as, benches, lighting, signage, other related public improvements and the maintenance and operations expenses for any of the previously described projects.

This item allows the Council to appoint (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for another two-year term beginning on July 1, 2025, and ending on June 30, 2027. All members desire reappointment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hill, Arden - Volunteer Application_Redacted
2. Johnson, Elmer - Volunteer Application_Redacted
3. Marx, Paul - Volunteer Application_Redacted

FDEDC recvd 3/4/20





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Arden "Trey" Hill III

HOME PHONE [redacted]

HOME ADDRESS: [redacted]

WORK PHONE [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Self Employed

SPECIAL INTERESTS AND TALENTS: _____

_____

Are you currently serving as a member of any Friendswood governmental body? FDEDC

If so, please name the body: _____

Revised 11/04/19 mkw

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
__X__ 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
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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 55 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)?
STARTED, OWNED AND RAN OVER 10 COMPANY'S.

Please list any civic or community endeavors in which you have been involved:
FDEDC original Member, chief Fund RAiser For Youth Broncos Football Previously Now Fund RAiser For FHS Mustang Football.

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]
Signature of Applicant

3-3-20
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

Revised 11/04/19 mkw

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: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Revised 11/04/19 mkw

FDEDC





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: Elmer "Bubba" Johnson

HOME PHONE [redacted]

HOME ADDRESS: [redacted]

WORK PHONE [redacted]

CITY, STATE, ZIP:

EMAIL ADDRESS:

CELL PHONE:

OCCUPATION: Safety & Security Manager

SPECIAL INTERESTS AND TALENTS: _____

_____

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: FDEDC

Revised 11/04/19 mkw

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
_____
_____

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.

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 47 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)?

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

03/03/2020
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

Revised 11/04/19 mkw

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:*
FDEDC	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Ron Cox

ADDRESS: _____

PHONE: _____

NAME: Mike Foreman

ADDRESS: _____

PHONE: _____

Revised 11/04/19 mkw





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: PAUL MARX HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE:

CITY, STATE, ZIP:

EMAIL ADDRESS: CELL PHONE:

OCCUPATION: SR. CONSULTANT - CENTERPOINT ENERGY - POWER DELIVERY SOLUTIONS

SPECIAL INTERESTS AND TALENTS: ALL OUTDOORS ACTIVITIES

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL
FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORP.
SECRETARY/TREASURER

Revised 11/04/19 mkw

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

_____

_____

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.

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 58 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)?

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.

Paul Marx
Signature of Applicant

2·21·2020
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: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/08/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Glenn Mintz and (ii) James Gibson as regular members and (iii) Les French, (iv) Dale Kohn, and (v) Kurt Buske as alternate members to the Zoning Board of Adjustment for a two-year term beginning July 1, 2025, and ending June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Zoning Board of Adjustment is composed of five members, who are residents of the City. Members will be appointed by at least four members of the City Council for two-year terms commencing on July 1. Additionally, the City Council shall appoint four alternate board members to serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member.

The following members desire reappointment and have met all the requirements of the City's Appointment Policy:

(i) Glenn Mintz, full member;
(ii) James Gibson, full member,
(iii) Les French, alternate member

The following are desiring appointment and have met all the requirements of the City's Appointment Policy:

(iv) Dale Kohn, alternate member, and
(v) Kurt Buske, alternate member

If appointed, these members will serve a two-year term beginning July 1, 2025, and ending June 30, 2027.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Buske, Kurt - Volunteer Application_Redacted
2. French, Les - Volunteer Application_Redacted
3. Gibson, James - Volunteer Application_Redacted
4. Mintz, Glenn - Volunteer Application _Redacted
5. Kohn, Dale - Volunteer Application_Redacted

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Thursday, October 26, 2023 7:25:18 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Kurt
Volunteer Last Name	Buske
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Healthcare Executive & Business Owner
Special Interests and Talents	Management, leadership, non-profit leadership, contracting, franchising, business development, organizational change, program development, social work, community services.
Are you currently serving as a member of any Friendswood governmental	No

body?

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	Primary
Community & Economic Development Committee	Primary
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	Secondary
Friendswood Downtown Economic Development Corporation	Primary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	Primary

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
	Field not completed.

Charter Review (As Needed)	
(Section Break)	
I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
Please use the space below for additional comments.	*Field not completed.*
(Section Break)	
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	Male
How long have you been a Friendswood resident?	1.5
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)?	Masters degree in Social Work. 30 years of organizational management and leadership experience. Experience leading community based, non-profit organizations as well as building for profit franchise system. Significant local and state government contracting experience.
Please list any civic or community endeavors in which you have been involved	Currently serve as Treasurer of the Wedgewood Village Homeowner's Association
Additional Information	RESUME-K. Buske-REV-August 2023.pdf
BACKGROUND CHECK	Consent
(Section Break)	
Acknowledgement	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Kurt Buske
Date	10/26/2023

Thank you for taking the time to complete this application.

(Section Break)

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	*Field not completed.*

Commission	
Dates of Service	*Field not completed.*
	(Section Break)
Personal Reference #1: First Name and Last Name	Brady Burnett
Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
	(Section Break)
Personal Reference #2: First Name and Last Name	Jenna Gorgos
Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

KURT BUSKE, MSW

[redacted]

Summary

Executive with extensive social work, social services, non-profit management, human resources, healthcare, leadership, grant writing, program development, program implementation, evaluation, business development and strategic planning experience. Currently seeking a part-time opportunity where my skills and experience can be utilized.

Experience

President & Co-Founder, A Better Solution Franchise Services, Inc., *nationwide home care franchisor, 2015 to present.*

Functions:

1. Provide leadership to franchise development, resulting in sales of thirty franchise units across the United States within first 6 years of franchising.
2. Provide management consultation and training to new home care franchise CEOs, ensuring successful business ramp-up.
3. Successfully obtained home care organization licensure for franchises in licensed states.
4. Create forms, processes, procedures and marketing collateral for franchise locations.
5. Develop franchise training materials in collaboration with CEO and Vice President.
6. Network and develop relationships with a variety of vendors, franchise brokers and prospective owners.
7. Lead activities related to legal and insurance aspects of franchise business including annual review and renewal of Franchise Disclosure Document.
8. Work with franchise trainers and owners to ensure franchise locations are performing in regards to community service and revenue production.

Executive Director, San Diego Brain Injury Foundation, *San Diego, CA, 2019 to 2022.*

Functions:

1. Lead all aspects of non-profit organization including fundraising, event planning, media relations, marketing, operations, strategic planning, Board relations, volunteer recruitment and coordination, new program development, maintenance and growth of existing programs, budgeting and financial management.
2. Oversaw significant agency growth from $875K annual budget to $1.5 million budget during three-year tenure. Led agency to historic and record growth during the COVID-19 pandemic, requiring significant program pivoting and restructuring.
3. Obtained agency's first ever public funding from the State of California's Department of Rehabilitation. Two grants totaling $700K over the course of three years were awarded, enabling staff expansion and new program development. Projects included a significant outcomes focus involving data collection, aggregation and reporting as well as a special focus on underserved populations.
4. Created and implemented new programs including a peer support group, new speaker groups, online support network, case management program, job club and a peer mentoring program.

5. Facilitate clinical functions including peer support group and case management activities.
6. Recruit and onboard new Board members.
7. Plan, coordinate and lead two major annual fundraising events.
8. Solicit individual and corporate donations.
9. Write and submit a variety of grant applications to obtain funding for new and innovative programs. Develop grant tracking and reporting systems.

President, A Better Solution Home Care & Nursing, *San Diego, CA, 2015 to 2019.*
Functions:

1. Responsible for oversight of all organizational operations including programs/service lines, marketing strategy, human resources management, business development and financial management (budget of over $5 million).
2. Through consistent application of effective business practices, helped organization achieve record revenue levels including expansion of revenue by over $1million in FY 2017.
3. Provided leadership to efforts aimed at complying with new California state law requiring licensing of non-medical home care agencies and registration of all home care aides (Department of Social Services, Home Care Services Bureau). Successfully completed organizational licensure and registration of 275 home care aides.
4. Developed five-hour home care aide new-hire orientation program.
5. Provided leadership to extensive organizational change and development activities including development of mission/vision/core values, development of innovative staff performance evaluation system, development of staff compensation system, development of improved recruitment systems, development of job descriptions, and development of client services flowcharts/systems/work flow.
6. Implemented comprehensive home care information technology system throughout all disciplines and functional areas.
7. Spearheaded redevelopment of all marketing materials, resulting in improved organizational branding and consistency across collaterals.

Supervisor of Bereavement and Social Services, Sharp Healthcare/Sharp HospiceCare, *San Diego, CA, 2014 to 2015.*
Functions:

1. Served as part of an interdisciplinary leadership team responsible for meeting overall organizational and operational needs.
2. Responsible for ongoing development and successful operation of four distinct departments: Medical Social Work, Bereavement, Spiritual Care Counseling and Music Therapy.
3. Supervised 22 direct reports including master's level social workers, bereavement counselors, spiritual care counselors/chaplains, a music therapist and a department secretary/placement specialist.
4. Management of department budgets totaling approximately $1.2 million annually.
5. Participated on a variety of project-based action teams. Projects included creation of a social work admission team and drafting/implementation of clinical protocols.
6. Facilitated new employee orientation sessions.
7. Facilitated volunteer orientation sessions.
8. Coordinated daily staff and patient assignments.

Associate Director, <u>Southern Caregiver Resource Center</u>, *San Diego, CA, 2003 to 2014.*
Functions:

1. Responsible for the implementation, direction and management of all agency programs and services with the goals of ensuring ongoing growth, service integrity, quality, quantity, compliance and fit with community needs.
2. Worked closely with Executive Director on overall agency strategic planning functions.
3. Directed all human resource functions.
4. Supervised all clinical, program management and administrative staff.
5. Fostered and maintained collaborative partnerships and relationships with a variety of community agencies and constituents. Participated in several coalitions and community planning/networking groups. Served as Chair of San Diego County's Caregiver Coalition and served on the steering committee.
6. Responsible for planning, implementation and management of agency grants and contracts. This area of responsibility included management of Federal, State, County and Foundation grants. Established systems to effectively monitor agency performance in relation to numerous grants.
7. Implemented 3 major innovative grants entailing collaborative partnerships and translation of evidence-based programs to clinical practice. These grants totaled approximately $1.3 million per fiscal year and have received national awards and recognition from the Rosalynn Carter Institute for Caregiving and Johnson & Johnson (i.e., Rosalynn Carter Leadership in Caregiving Award for implementation of a pioneering and successful program serving Hispanic caregivers). Examples of activities included: establishment and monitoring of collaborative agency partnerships/subcontracts; creation of protocols and procedures; creation of data gathering and evaluation methods/tools; working with research staff (principal investigators, data evaluators) from Stanford University, San Diego State University and UCSD; preparing for and participating in program evaluations/monitoring; ensuring compliance with all grant requirements; maintaining open communication with funding sources; communicating grant-related expectations to staff; supervising marketing of programs; speaking to local and national audiences about programs; compiling/submitting claims for reimbursement and a variety of reports to funders.
8. Implemented and directed operations of an evidence-based program for caregivers of post-9/11 Veterans and service members with disabilities. This program received funding from the Rosalynn Carter Institute for Caregiving, the Parker Foundation and private donors. Established an engaged Community Advisory Committee, hired and trained key program staff, and created program protocols. Formed partnerships with several entities including the VA San Diego Healthcare System, San Diego Naval Medical Center and the Wounded Warrior Battalion West.
9. Directed activities related to a variety of foundation grants and County of San Diego OTO (one time only) grants. Examples of accomplishments include development of an agency website; creation of a comprehensive caregiver lending library; implementation, management, and evaluation of a pilot project involving acquisition and placement of simple technology devices in clients' homes to facilitate "aging in place"; and oversight of the creation of a Statewide Latino caregiver mental health campaign.
10. Developed and managed subcontracts with approximately 30 vendors/partners including homecare agencies, daycare agencies, assisted living facilities, attorneys, community health clinics and community service agencies.

11. Served as active member of the California Caregiver Resource Center statewide education planning committee and assisted with the development and implementation of several statewide educational events/conferences for staff.
12. Provided leadership to implement several statewide Caregiver Resource Center protocols/tools including a client care planning system and revised suicide protocol. Served as Chair of the Southern California Caregiver Resource Center Program Managers' group.
13. Oversaw development of agency marketing materials and strategies.
14. Invited to speak at numerous local and national conferences on topics including effective caregiver support programs, implementing and sustaining evidence-based programs, translational research, and program evaluation.

Area Director, <u>The Arc of San Diego, City Chapter – ARROW Center</u>, *San Diego, CA, 2001 to 2003.*

Functions:

1. Directed operations of Center providing services to over 120 developmentally disabled adults assigned to four programs based on level of disability and needs.
2. Directly responsible for supervision of 40 staff including classroom instructors, job coaches, lead staff, case managers, program management staff and secretarial staff.
3. Developed and monitored $1 million Center budget.
6. Ensured that ongoing training was provided to staff in a variety of areas including behavior management, teaching techniques, safety and paperwork responsibilities.
10. Researched potential funding sources and completed grant applications as needed. Solicited a variety of donations and volunteers for specific Center needs.
11. Worked with various community groups including City LARC and the Hispanic Down Syndrome Association that had an interest in providing support (i.e., donations, sponsorship of fundraising events) to Center.
12. Monitored and evaluated all programs at Center. Reported results of evaluations to Arc of San Diego executive staff and the San Diego Regional Center.
13. Involved with the development and implementation of an innovative Senior Program aimed at meeting the needs and wants of older adults (over 50 years of age) with developmental disabilities.

Administrative Services Director, <u>Meals-on-Wheels Greater San Diego, Inc</u>., *San Diego, CA, 1997 to 2000.*

Functions:

1. Served as key member of the management team. Involved with ongoing strategic planning related to overall agency direction and operations.
2. Directed all human resource functions and provided staff leadership to Board's Personnel Committee.
4. Developed and implemented a variety of operational protocols.
5. Purchased and maintained all major equipment for corporate and division offices.
6. Managed maintenance of fleet vans.
7. Managed corporate office relocation and the relocation of two division offices.
8. Successfully managed a $150,000 renovation project for newly purchased corporate office building.

Human Resources Director, <u>Pet Supply Warehouse</u>, *San Diego, CA, 1995 to 1997.*
Functions:

1. Created a human resources department to manage the employment relationship for over 300 employees at ten locations.
2. Directed all human resource functions.
3. Created and conducted a variety of training sessions for management staff.
4. Investigated and resolved personnel issues.
5. Created a variety of human resource forms/procedures/protocols.
6. Created job descriptions for all positions.

Board Service

Board Member, <u>ElderHelp of San Diego</u>, *2016 to 2019.*

Education

- **MASTER OF SOCIAL WORK (MSW)**, San Diego State University
- **BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION**, *Human Resources Management Concentration,* San Diego State University
- **CERTIFICATE IN NONPROFIT MANAGEMENT**, Chapman University

CC: M & CC
Aubrey HArbin, CC



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

AME: LES FRENCH

OME ADDRESS: [redacted]

MAIL ADDRESS: [redacted]

HOME PHONE: [redacted]

WORK PHONE:

CELL PHONE: [redacted]

CCUPATION: CONSTRUCTION SUPERVISOR

PECIAL INTERESTS AND TALENTS: _____

_____

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

so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

ease 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.

Approved 07/10/17 mkw

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

ATE OF BIRTH: [redacted]
EX: M
RIENDSWOOD RESIDENT FOR 32 YEARS

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

Vhat experience do you have that may qualify you for service on a particular board or commission (i.e. license, egrees, and certificates)?
I HAVE BEEN A CONSTRUCTION SUPERVISOR FOR 39 YEARS IN COMMERCIAL AND RESIDENTIAL BUILDINGS.

Please list any civic or community endeavors in which you have been involved: I WAS INVOLVED IN THE PERRY HOME RESTORATION. SERVED ON THE BOARD OF FRIENDSWOOD GIRLS SOFTBALL ASSOCIATION FOR SIX YEARS.

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

Date 6/1/18

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

ame of Board, Committee or Commission:	*Dates of Service:*

'ERSONAL REFERENCES:

'lease list at least two references.

NAME: JIMMY BROWN
ADDRESS [redacted]
'HONE: [redacted]

NAME: BRUCE BURTON
ADDRESS [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name* James

Volunteer Last Name* Gibson

Home Address* [redacted]

City* Friendswood

State* Tx

Zip Code* 77546

Home Phone* [redacted]

Work Phone* [redacted]

Cell Phone* [redacted]

Email [redacted]

Occupation* Construction

Special Interests and Talents* Family & the [redacted] Community

Are you currently serving as a member of any Friendswood governmental body?*

○ Yes

⊗ No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission

-- Select One --

Zoning Board of Adjustments & Appeals

-- Select One --

Keep Friendswood Beautiful Committee

-- Select One --

Community & Economic Development Committee

-- Select One --

Construction Board of Adjustments & Appeals

-- Select One --

Investment Committee

-- Select One --

Friendswood Downtown Economic Development Corporation

-- Select One --

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee

-- Select One --

4th of July Volunteer

-- Select One --

Senior Citizens Advisory Committee

-- Select One --

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board

-- Select One --

Library Volunteer

-- Select One --

SPECIAL COMMITTEES AS CALLED

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District

-- Select One --

Volunteer Fire Dept/EMS

-- Select One --

Animal Shelter Advisory Committee

-- Select One --

Charter Review (As Needed)

-- Select One --

I Am Available For*

- [x] Long-Term Projects
- [x] Short-Term Projects
- [x] Daytime
- [x] Evening
- [ ] Summer

Please use the space below for additional comments.

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*

- [x] Male
- [ ] Female

How long have you been a Friendswood resident?*

38

(please enter the number of years)

Have you been convicted of a crime, other than minor traffic violations in the past 10 years?*

- [ ] Yes
- [x] No

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

Former business owner (10yrs) in Friendswood & home building for 8yrs

Please list any civic or community endeavors in which you have been involved*

Chamber of Commerce & Rotary of Friendswood

Additional Information

Choose File | No file chosen

Please provide any additional information you feel would be useful in considering your application. A cover letter and/or resume may also be submitted with the application.

BACKGROUND CHECK*

I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.

☒ Consent

○ Do Not Consent

Acknowledgement*

☒ 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.

Electronic Signature Agreement*

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

☒ I Understand and Agree

Electronic Signature* Signature of Applicant James [illegible]

Date* 12/15/22 mm/dd/yyyy

Thank you for taking the time to complete this application.

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 Reference #1: First Name and Last Name*

James Gibson SR

Please list all personal reference information.

Address*

[redacted]

City*

[redacted]

State*

[redacted]

Zip Code*

[redacted]

Phone*

[redacted]

Email Address

[redacted]

Personal Reference #2: First Name and Last Name*

Kevin Holland

Please list all personal reference information.

Address*

[redacted]

City*

Friendswood

State*

Tx

Zip Code*

77546

Phone*

[redacted]

Email Address

[redacted]

protected by reCAPTCHA

Privacy - Terms

☑ Receive an email copy of this form.

Email address

[redacted]

This field is not part of the form submission.

Submit **Submit and Print**

* indicates a required field

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: Glenn Mintz

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Legal Specialist

SPECIAL INTERESTS AND TALENTS: Legal procedural issues w/ organizational background.

Are you currently serving as a member of any Friendswood governmental body? yes- Zoning Board of Adjustments

If so, please name the body: ZBOA

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
- [ ] ELECTION WORKER

PLANNING & PRESERVATION
- [x] PLANNING & ZONING COMMISSION
- [x] ZONING BOARD OF ADJUSTMENT & APPEALS
- [ ] KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- [x] COMMUNITY & ECONOMIC DEVELOPMENT
- [x] CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- [ ] INVESTMENT COMMITTEE
- [x] FRIENDSWOOD DOWNTOWN ECONOMIC
- [ ] DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
- [x] LONG-TERM PROJECTS
- [x] 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
- [ ] 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.

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 14 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)?
legal certifications, J.D. degree, 18 years legal field experience

Please list any civic or community endeavors in which you have been involved:
Pasadena, CA - Tournament of Roses
Friendswood - 2 BOA

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

6/13/2019
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

Approved 07/10/17 mkw

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 Adjustments	2014- Present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Cody Kemp
ADDRESS: [redacted]
PHONE:

NAME: Bradley Hoffman
ADDRESS: [redacted]
PHONE:

Approved 07/10/17 mkw

'25 MAR-31 9:00AM

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Dale Kohn

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP: Friendswood Texas 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Retired - Past - Worked at the Boeing Company - Test Manager - Flight software

SPECIAL INTERESTS AND TALENTS: Interests: Seeing Friendswood continue to be inviting - Talent - FISD substitute teacher, Friendswood Volunteer Fire Fighter

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

If so, please name the body: _____

Revised 03/31/21 syb

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
- __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
- __X__ DAYTIME
- __X__ EVENING
- __X__ 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.

Long term resident since 1995
Participated in the first Friendswood Academy
Friendswood sports coached base ball / foot ball / soccer
Both sons graduated from FISD
Active at Hope Lutheran church Board of Directors
of course member at Hope Lutheran church

Live in West Ranch currently
Lived in Polly Ranch prior

Seen a lot of changes in Friendswood since 1995

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 30 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)?
Masters Degree Project Manegenat
Masters Degree Occupational Heath & Safety

Please list any civic or community endeavors in which you have been involved:
Friendswood Volunteer Fire Department
Friendswood Academy

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.

Dan R Ra
Signature of Applicant

March 31, 2025
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: Tony & Chris Scarpa
ADDRESS: [redacted]
PHONE:

NAME: Mark Stauraki's
ADDRESS: [redacted]
PHONE:

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 04/08/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Diane Freeman, (ii) Mark Crawford, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning July 1, 2025, and ending June 30, 2028.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Public Library Advisory Board helps establish general library policies, represents the public and its interest in the operation of the library, secures support for the Library, and communicates the needs of the people to the City Council.

This item allows the Council to reappoint (i) Diane Freeman, (ii) Mark Crawford, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning July 1, 2025, and ending June 30, 2028.

All members desire reappointment and have met the requirements of the City's Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Brizendine, Jobeth - Volunteer Application_Redacted
2. Crawford Mark Volunteer Application_Redacted
3. Freeman, Diane - Volunteer Application_Redacted
4. Jambhekar, Neeta - Volunteer Application_Redacted
5. Rowley, Benette - Volunteer Application _Redacted
6. Short, Madeline - Volunteer Application_Redacted

CC: M & CC
CITY MGR

MAry Perroni, Library

SEP 2017
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: JoBeth Brizendine

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Education

SPECIAL INTERESTS AND TALENTS: literacy, reading, education,

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

If so, please name the body: _____

Approved 07/10/17 mkw

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.

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 30 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)?

40 years in education - 30 years in FISD
BA + MA in English Ed.D. in Education

Please list any civic or community endeavors in which you have been involved: Friendswood schools, city elections

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

Date Sept 25, 2017

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

Approved 07/10/17 mkw

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: Rebecca Hilkenbusch

ADDRESS: [redacted]

PHONE: [redacted]

NAME: Ralph & Lynn Hobratschk

ADDRESS: [redacted]

PHONE: [redacted]

Approved 07/10/17 mkw

From: noreply@civicplus.com
To: Leticia Brysch; Renee Kross; Susan Ballard; Coretta Edwards; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, November 11, 2022 9:33:06 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Mark
Volunteer Last Name	Crawford
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Retired Ordained Minister
Special Interests and Talents	Board Certified Hospital Chaplain
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION
Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	*Field not completed.*
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*

(Section Break)

RECREATION
Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION
Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Primary
Library Volunteer	Secondary
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER
Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Daytime, Evening
Please use the space below for additional comments.	*Field not completed.*

(Section Break)

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	Male
How long have you been a Friendswood resident?	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)?	Doctor of Ministry, Board Certified Chaplain
Please list any civic or community endeavors in which you have been involved	Rotary International
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	M T Crawford
Date	11/11/2022

Thank you for taking the time to complete this application.

(Section Break)

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	The Rev. Bob Flick
Address	[redacted]
City	Friendswood
State	TX

Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Jim L beratore
Address	[redacted]
City	Pearland
State	TX
Zip Code	77581
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.





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: Diane Lee Freeman HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS: _____ CELL PHONE: [redacted]

OCCUPATION: Retired / Aerospace

SPECIAL INTERESTS AND TALENTS: Citizens Advisory Team; Library Board

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

If so, please name the body: _____

Approved 07/10/17 mkw

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
DLF __✓__ LIBRARY BOARD
__✓__ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Citizens Advisory Team
_____

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.

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 43 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)?
Earlier Citizens Advisory Team

Please list any civic or community endeavors in which you have been involved:
Library Board Library Support, Library Board

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.

uPiane Lee Freeman
Signature of Applicant

2/22/2019
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

Approved 07/10/17 mkw

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:*
Library Board	currently

PERSONAL REFERENCES:

Please list at least two references.

NAME: Mike Czarowitz
ADDRESS: _____
PHONE: _____

NAME: Sally Branson
ADDRESS: _____
PHONE: _____

Approved 07/10/17 mkw





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: NEETA JAMBHEKAR

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: _____

EMAIL ADDRESS: _____

CELL PHONE: _____

OCCUPATION: Librarian

SPECIAL INTERESTS AND TALENTS: Sharing information about library and resources

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

Approved 07/10/17 mkw

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.

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

DATE OF BIRTH: _____
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)?

I work as a librarian and have a "Masters in Library and Information Science" degree

Please list any civic or community endeavors in which you have been involved: _____
Library Board

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]
Signature of Applicant

June 3, 2019
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:*
Library Board	2018 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Maria Georgeton
ADDRESS:
PHONE: [redacted]

NAME: Anna Peebler
ADDRESS:
PHONE: [redacted]

Approved 07/10/17 mkw

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Monday, November 20, 2023 10:17:25 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Benette
Volunteer Last Name	Rowley
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Self Employed, Manager of the Friendswood Farmers Market,
Special Interests and Talents	Master Gardener
Are you currently serving as a member of any Friendswood governmental body?	Yes
Please Name the Government Body	Friendswood L brary

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	*Field not completed.*
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	Primary
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Primary
Library Volunteer	Secondary
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening,

	Summer
Please use the space below for additional comments.	Interested in a Board of Director position for Keep Friendswood Beautiful after being approached by 2 current board members

(Section Break)

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	Female
How long have you been a Friendswood resident?	24
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)?	Master Gardener
Please list any civic or community endeavors in which you have been involved	FDFA, Friendswood Farmers Market
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Benette L. Rowley
Date	11/20/2023

Thank you for taking the time to complete this application.

(Section Break)

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	Friendswood L brary
Dates of Service	Currently on Board

(Section Break)

Personal Reference #1: First Name and Last Name	Shawn Potter

Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Kaye Corey
Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

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: Madeline Short

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: COO, Wilems Resource Group

SPECIAL INTERESTS AND TALENTS: Marketing, health care, reading, playing with my preschooler, public speaking, teaching

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Friendswood Library Board

Approved 07/10/17 mkw

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
Citizen Advisory Team

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.

Approved 07/10/17 mkw

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 6 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? N

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? I currently serve on the Friendswood Library Board and hold the position as President of the Friends of the Friendswood Public Library. In my career, I provide oversight and monitoring of Accountable Care Organization (ACO) Governing Bodies (I.e. Board of Managers, Board of Trustees, Management Committees). I have a background in operations and event planning.

Please list any civic or community endeavors in which you have been involved: Volunteering for the Library, Mothers of Preschoolers (MOPs) and serving as a guest lecturer for Texas A&M University.

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

2/21/19
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

Approved 07/10/17 mkw

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:*
Friendswood Public Library Board	September 2017 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Matt Riley, Library Director
ADDRESS: _____
PHONE: [redacted]

NAME: Kimberly Busenbark, Wilems Resource Group CEO
ADDRESS: [redacted]
PHONE: _____

Approved 07/10/17 mkw

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/15/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Dale Kohn as a regular member and (ii) Glen Grayban as an alternate member to the Construction Board and Adjustment and Appeals for a two-year term effective June 1, 2025, and ending on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment and Appeals has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. They are also the board designated to hear and decide appeals for interpretation of the City's flood damage prevention regulations. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

This item allows the Council to appoint:

(i) Dale Kohn, regular member, and
(ii) Glen Grayban, alternate member.

If appointed, these members will serve a two-year term beginning July 1, 2025, and ending June 30, 2027.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Kohn, Dale - Volunteer Application_Redacted
2. Grayban Glen - Volunteer Application_Redacted

'25 MAR-31 9:00AM

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: Dale Kohn

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP: Friendswood Texas 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Retired - Past - Worked at the Boeing Company - Test Manager - Flight software

SPECIAL INTERESTS AND TALENTS: Interests: Seeing Friendswood continue to be inviting - Talent - FISD substitute teacher, Friendswood Volunteer Fire Fighter

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

If so, please name the body: _____

Revised 03/31/21 syb

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
- __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
- __X__ DAYTIME
- __X__ EVENING
- __X__ 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.

Long term resident since 1995
Participated in the first Friendswood Academy Friendswood sports coached base ball / foot ball / soccer
Both sons graduated from FISD
Active at Hope Lutheran church Board of Directors
of course member at Hope Lutheran church

Live in West Ranch currently
Lived in Polly Ranch prior

Seen a lot of changes in Friendswood since 1995

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 30 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)?
Masters Degree Project Manegenat
Masters Degree Occupational Heath & Safety

Please list any civic or community endeavors in which you have been involved:
Friendswood Volunteer Fire Department
Friendswood Academy

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.

Dan R Ra
Signature of Applicant

March 31, 2025
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: Tony & Chris Scarpa
ADDRESS: [redacted]
PHONE:

NAME: Mark Staurakis
ADDRESS: [redacted]
PHONE:

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Monday, April 21, 2025 1:49:12 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Glen
Volunteer Last Name	Grayban
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Systems Engineers
Special Interests and Talents	I have an AS in Engineering Design, a BS and a MS in Information Systems, and have been integrating technology with engineering for 35 years. I am currently the CIO for BEI Engineers (27 years). Photography and FAA Certified usUAS pilot.
Are you currently serving as a member of any Friendswood governmental body?	Yes

Please Name the Government Body	ZBOA

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	Primary
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	Primary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	Primary

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	Primary

(Section Break)

I Am Available For	Long-Term Projects, Evening
Please use the space below for additional comments.	I recently participated in the 1st Friendswood Academy program, and I would l ke to be more involved in helping Friendswood achieve its goals, which it has been working towards for many years. Could you also pass this on to Morad? I can send you a complete vita if you'd l ke.

(Section Break)

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	Male
How long have you been a Friendswood resident?	25
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)?	Engineering, Architecture, Surveying, Information Systems, Photography, FAA Licensed sUAS Drove Pilot, Executive Management, Accounting, Payroll, Director of several non-profits,
Please list any civic or community endeavors in which you have been involved	I have been the HOA President (FWL 14 years), the director of the Mardi Gras parade (Galveston 5 years), and have done various volunteering for Mary Queen's spring fling. I have also done pro bono camera/drone videos and mapping for construction and advertising for multiple companies and organizations, for hype videos for multimedia. Christmas in October - rebuilding elderly homes 1990s (New Orleans).
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Glen Grayban
Date	4/21/2025

Thank you for taking the time to complete this application.

(Section Break)

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	ZBOA
Dates of Service	?? - Current

(Section Break)

Personal Reference #1: First Name and Last Name	Laura Webber
Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*

(Section Break)

Personal Reference #2: First Name and Last Name	Adam Hill
Address	[redacted]
City	Friendswood
State	Tx
Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the ad valorem tax report for April 2025.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for April 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax April 2025

Cheryl E. Johnson, PCC, CTOP
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@galvestoncountytx.gov

May 7, 2025

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 April, 2025 is true and correct.

Under my hand and seal this 7th day of May, 2025.

Cheryl E. Johnson

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Sergio Cruz, 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
Bay Colony West MUD
Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7
Westwood Management District

Galveston County MUD No. 35
Galveston County MUD No. 82

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30
Galveston County MUD No. 31
Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
WCID No. 8
West Ranch Management Dist. #1

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	216,884.90	.00	14,849.79	.00	231,734.69	.00	.00	.00	231,734.69
	I & S	.110032	59,049.65	.00	4,042.96	.00	63,092.61	.00	.00	.00	63,092.61
	TOTAL	.514172	275,934.55	.00	18,892.75	.00	294,827.30	.00	.00	.00	294,827.30
2023	M & O	.379450	1,136.61	.00	497.86	.00	1,634.47	558.49	.00	.00	2,192.96
	I & S	.121278	363.29	.00	159.12	.00	522.41	.00	.00	.00	522.41
	TOTAL	.500728	1,499.90	.00	656.98	.00	2,156.88	558.49	.00	.00	2,715.37
2022	M & O	.388560	568.67	.00	126.38	.00	695.05	83.61	.00	.00	778.66
	I & S	.098754	144.53	.00	32.13	.00	176.66	.00	.00	.00	176.66
	TOTAL	.487314	713.20	.00	158.51	.00	871.71	83.61	.00	.00	955.32
2021	M & O	.385147	255.01	.00	126.08	.00	381.09	63.48	.00	.00	444.57
	I & S	.102167	67.66	.00	33.44	.00	101.10	.00	.00	.00	101.10
	TOTAL	.487314	322.67	.00	159.52	.00	482.19	63.48	.00	.00	545.67
2020	M & O	.392153	259.11	.00	55.06	.00	314.17	.00	.00	.00	314.17
	I & S	.095161	62.88	.00	13.36	.00	76.24	.00	.00	.00	76.24
	TOTAL	.487314	321.99	.00	68.42	.00	390.41	.00	.00	.00	390.41
2019	M & O	.432160	266.86	.00	70.05	.00	336.91	.00	.00	.00	336.91
	I & S	.089279	55.13	.00	14.47	.00	69.60	.00	.00	.00	69.60
	TOTAL	.521439	321.99	.00	84.52	.00	406.51	.00	.00	.00	406.51
2018	M & O	.437173	264.40	.00	82.62	.00	347.02	.00	.00	.00	347.02
	I & S	.095218	57.59	.00	18.00	.00	75.59	.00	.00	.00	75.59
	TOTAL	.532391	321.99	.00	100.62	.00	422.61	.00	.00	.00	422.61
2017	M & O	.432349	312.64	.00	143.86	.00	456.50	23.62	.00	.00	480.12
	I & S	.095000	68.70	.00	31.61	.00	100.31	.00	.00	.00	100.31
	TOTAL	.527349	381.34	.00	175.47	.00	556.81	23.62	.00	.00	580.43
2016	M & O	.462000	272.45	.00	119.87	.00	392.32	.00	.00	.00	392.32
	I & S	.084000	49.54	.00	21.80	.00	71.34	.00	.00	.00	71.34
	TOTAL	.546000	321.99	.00	141.67	.00	463.66	.00	.00	.00	463.66
2015	M & O	.497200	281.51	.00	146.38	.00	427.89	.00	.00	.00	427.89
	I & S	.071500	40.48	.00	21.05	.00	61.53	.00	.00	.00	61.53
	TOTAL	.568700	321.99	.00	167.43	.00	489.42	.00	.00	.00	489.42
2014	M & O	.530300	288.72	.00	173.23	.00	461.95	.00	.00	.00	461.95
	I & S	.061100	33.27	.00	19.96	.00	53.23	.00	.00	.00	53.23
	TOTAL	.591400	321.99	.00	193.19	.00	515.18	.00	.00	.00	515.18
2013	M & O	.530300	288.72	.00	196.33	.00	485.05	.00	.00	.00	485.05
	I & S	.061100	33.27	.00	22.62	.00	55.89	.00	.00	.00	55.89
	TOTAL	.591400	321.99	.00	218.95	.00	540.94	.00	.00	.00	540.94

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2012	M & O	.530700	286.23	.00	217.53	.00	503.76	.00	.00	.00	503.76
	I & S	.066300	35.76	.00	27.18	.00	62.94	.00	.00	.00	62.94
	TOTAL	.597000	321.99	.00	244.71	.00	566.70	.00	.00	.00	566.70
2011	M & O	.521800	284.67	.00	239.12	.00	523.79	.00	.00	.00	523.79
	I & S	.068400	37.32	.00	31.35	.00	68.67	.00	.00	.00	68.67
	TOTAL	.590200	321.99	.00	270.47	.00	592.46	.00	.00	.00	592.46
ALL	M & O		221,650.50	.00	17,044.16	.00	238,694.66	729.20	.00	.00	239,423.86
ALL	I & S		60,099.07	.00	4,489.05	.00	64,588.12	.00	.00	.00	64,588.12
ALL	TOTAL		281,749.57	.00	21,533.21	.00	303,282.78	729.20	.00	.00	304,011.98
DLQ	M & O		4,765.60	.00	2,194.37	.00	6,959.97	729.20	.00	.00	7,689.17
DLQ	I & S		1,049.42	.00	446.09	.00	1,495.51	.00	.00	.00	1,495.51
DLQ	TOTAL		5,815.02	.00	2,640.46	.00	8,455.48	729.20	.00	.00	9,184.68
CURR	M & O		216,884.90	.00	14,849.79	.00	231,734.69	.00	.00	.00	231,734.69
CURR	I & S		59,049.65	.00	4,042.96	.00	63,092.61	.00	.00	.00	63,092.61
CURR	TOTAL		275,934.55	.00	18,892.75	.00	294,827.30	.00	.00	.00	294,827.30

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2021	RF250423	1057790000005	202201	209.55-	0.00	0.00	0.00	HK44	209.55	0.00	RF
2021	RF250423	1057790000005	202201	0.00	0.00	0.00	0.00	HK44	209.55-	209.55-	RF
		2021 TOTAL		209.55-	0.00	0.00	0.00		0.00	209.55-	
2022	RF250423	H402130000055	202301	8.42-	0.00	0.00	0.00	CERT	8.42	0.00	RF
2022	RF250423	H402130000055	202301	0.00	0.00	0.00	0.00	CERT	8.42-	8.42-	RF
		2022 TOTAL		8.42-	0.00	0.00	0.00		0.00	8.42-	
2023	RF250424	1012800000018	202401	0.00	0.00	0.00	0.00	HK20	332.83-	332.83-	RF
2023	RF250424	1012800000018	202401	332.83-	0.00	0.00	0.00	HK20	332.83	0.00	RF
2023	RF250424	1050100000026	202401	0.00	0.00	0.00	0.00	HK20	229.00-	229.00-	RF
2023	RF250424	1050100000026	202401	229.00-	0.00	0.00	0.00	HK20	229.00	0.00	RF
2023	RF250424	1055750000041	202401	313.07-	0.00	0.00	0.00	HK20	313.07	0.00	RF
2023	RF250424	1055750000041	202401	0.00	0.00	0.00	0.00	HK20	313.07-	313.07-	RF
2023	RF250424	1057860000006	202312	302.39-	0.00	0.00	0.00	HK20	302.39	0.00	RF
2023	RF250424	1057860000006	202312	0.00	0.00	0.00	0.00	HK20	302.39-	302.39-	RF
2023	RF250424	1063190000021	202401	129.47-	0.00	0.00	0.00	HK20	129.47	0.00	RF
2023	RF250424	1063190000021	202401	0.00	0.00	0.00	0.00	HK20	129.47-	129.47-	RF
2023	RF250424	H402130000055	202401	1.78	0.00	0.00	0.00	HK20	0.00	1.78	RF
		2023 TOTAL		1,304.98-	0.00	0.00	0.00		0.00	1,304.98-	
2024	RF250428	1012800000018	202501	334.83-	0.00	0.00	0.00	HK08	334.83	0.00	RF
2024	RF250428	1012800000018	202501	0.00	0.00	0.00	0.00	HK08	334.83-	334.83-	RF
2024	RF250424	1050100000026	202412	0.00	0.00	0.00	0.00	HK08	213.70-	213.70-	RF
2024	RF250424	1050100000026	202412	213.70-	0.00	0.00	0.00	HK08	213.70	0.00	RF
2024	RF250424	1055750000041	202412	0.00	0.00	0.00	0.00	HK08	317.31-	317.31-	RF
2024	RF250424	1055750000041	202412	317.31-	0.00	0.00	0.00	HK08	317.31	0.00	RF
2024	902041125T	1055780000011	202411	345.24-	0.00	0.00	0.00	24HC	0.00	345.24-	TR
2024	864040325CHC	1057840000013	202503	1,422.53-	0.00	128.03-	0.00	24HC	0.00	1,550.56-	TR
2024	RF250424	1057860000006	202412	0.00	0.00	0.00	0.00	HK08	310.50-	310.50-	RF
2024	RF250424	1057860000006	202412	310.50-	0.00	0.00	0.00	HK08	310.50	0.00	RF
2024	RF250424	1063190000021	202412	145.92-	0.00	0.00	0.00	HK08	145.92	0.00	RF
2024	RF250424	1063190000021	202412	0.00	0.00	0.00	0.00	HK08	145.92-	145.92-	RF
2024	RF250424	1198830010006	202501	843.44-	0.00	0.00	0.00	HK08	843.44	0.00	RF
2024	RF250424	1198830010006	202501	0.00	0.00	0.00	0.00	HK08	843.44-	843.44-	RF
2024	RF250424	1224680040017	202412	0.00	0.00	0.00	0.00	HK08	763.78-	763.78-	RF
2024	RF250424	1224680040017	202412	763.78-	0.00	0.00	0.00	HK08	763.78	0.00	RF
2024	RF250424	1254280090010	202412	128.55-	0.00	0.00	0.00	HK08	128.55	0.00	RF
2024	RF250424	1254280090010	202412	0.00	0.00	0.00	0.00	HK08	128.55-	128.55-	RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2024	RF250424	1277950080041	202501	128.54-	0.00	0.00	0.00	HK08	128.54	0.00	RF
2024	RF250424	1277950080041	202501	0.00	0.00	0.00	0.00	HK08	128.54-	128.54-	RF
2024	RF250424	1294700030007	202412	0.00	0.00	0.00	0.00	HK08	243.06-	243.06-	RF
2024	RF250424	1294700030007	202412	243.06-	0.00	0.00	0.00	HK08	243.06	0.00	RF
2024	864040425CHC	366375	202503	218.37-	0.00	0.00	0.00	CERT	0.00	218.37-	TR
2024	951042425T	389617	202501	37,277.47-	0.00	0.00	0.00	CERT	0.00	37,277.47-	TR
2024	951042525T	508802	202412	741.88-	0.00	0.00	0.00	CERT	0.00	741.88-	TR
2024	QR250425	508802	202502	644.01-	0.00	0.00	0.00	CERT	0.00	644.01-	TR
2024	902040425T	523886	202412	3,418.54-	0.00	0.00	0.00	CERT	0.00	3,418.54-	TR
2024	951042925T	720921	202411	3,471.02-	0.00	0.00	0.00	CERT	0.00	3,471.02-	TR
2024	864042425CHC	751259	202504	3,978.77-	0.00	437.66-	0.00	CERT	0.00	4,416.43-	TR
		2024 TOTAL		54,947.46-	0.00	565.69-	0.00		0.00	55,513.15-	
		YEAR 2021									
		REFUNDS		209.55-	0.00	0.00	0.00		0.00	209.55-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		209.55-	0.00	0.00	0.00		0.00	209.55-	
		YEAR 2022									
		REFUNDS		8.42-	0.00	0.00	0.00		0.00	8.42-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		8.42-	0.00	0.00	0.00		0.00	8.42-	
		YEAR 2023									
		REFUNDS		1,304.98-	0.00	0.00	0.00		0.00	1,304.98-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		1,304.98-	0.00	0.00	0.00		0.00	1,304.98-	
		YEAR 2024									
		REFUNDS		3,429.63-	0.00	0.00	0.00		0.00	3,429.63-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		51,517.83-	0.00	565.69-	0.00		0.00	52,083.52-	
		TOTAL		54,947.46-	0.00	565.69-	0.00		0.00	55,513.15-	
		ALL YEARS									
		REFUNDS		4,952.58-	0.00	0.00	0.00		0.00	4,952.58-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		51,517.83-	0.00	565.69-	0.00		0.00	52,083.52-	
		TOTAL		56,470.41-	0.00	565.69-	0.00		0.00	57,036.10-	

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 04/01/2025 THRU 04/30/2025
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2011 TOTAL		321.99	0.00	270.47	0.00	0.00	592.46
	2012 TOTAL		321.99	0.00	244.71	0.00	0.00	566.70
	2013 TOTAL		321.99	0.00	218.95	0.00	0.00	540.94
	2014 TOTAL		321.99	0.00	193.19	0.00	0.00	515.18
	2015 TOTAL		321.99	0.00	167.43	0.00	0.00	489.42
	2016 TOTAL		321.99	0.00	141.67	0.00	0.00	463.66
	2017 TOTAL		381.34	0.00	175.47	23.62	0.00	580.43
	2018 TOTAL		321.99	0.00	100.62	0.00	0.00	422.61
	2019 TOTAL		321.99	0.00	84.52	0.00	0.00	406.51
	2020 TOTAL		321.99	0.00	68.42	0.00	0.00	390.41
	2021 TOTAL		532.22	0.00	159.52	63.48	0.00	755.22
	2022 TOTAL		721.62	0.00	158.51	83.61	0.00	963.74
	2023 TOTAL		2,804.88	0.00	656.98	558.49	0.00	4,020.35
	2024 TOTAL		330,882.01	0.00	19,458.44	0.00	0.00	350,340.45
	TOTAL PAYMENTS		338,219.98	0.00	22,098.90	729.20	0.00	361,048.08
	2021 TOTAL		209.55-	0.00	0.00	0.00	0.00	209.55-
	2022 TOTAL		8.42-	0.00	0.00	0.00	0.00	8.42-
	2023 TOTAL		1,304.98-	0.00	0.00	0.00	0.00	1,304.98-
	2024 TOTAL		54,947.46-	0.00	565.69-	0.00	0.00	55,513.15-
	TOTAL REVERSALS		56,470.41-	0.00	565.69-	0.00	0.00	57,036.10-
	TOTAL FOR UNIT		281,749.57	0.00	21,533.21	729.20	0.00	304,011.98

FISCAL START: 08/01/2024 END: 07/31/2025 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,617,453,464	233,592,863	5,851,046,327	0	00.514172	27,964,247.87	17,102

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2024	26,749,105.58	1,215,142.29	1,215,142.29	27,049,977.12	27,049,977.12	914,270.75	96.73	0.00
2023	305,039.31	129,430.97-	129,430.97-	75,702.44	75,702.44	99,905.90	43.11	0.00
2022	55,054.51	31,694.80-	31,694.80-	27,484.53-	27,484.53-	50,844.24	17.66-	0.00
2021	31,053.08	162.80	162.80	3,229.11	3,229.11	27,986.77	10.34	0.00
2020	21,493.73	353.33-	353.33-	884.22	884.22	20,256.18	4.18	0.00
2019	16,049.82	68.26-	68.26-	726.26	726.26	15,255.30	4.54	0.00
2018	12,965.90	.00	0.00	629.06	629.06	12,336.84	4.85	0.00
2017	11,756.98	.00	0.00	423.70	423.70	11,333.28	3.60	0.00
2016	10,199.74	.00	0.00	472.18	472.18	9,727.56	4.63	0.00
2015	9,922.71	.00	0.00	321.99	321.99	9,600.72	3.24	0.00
2014	11,057.05	.00	0.00	344.88	344.88	10,712.17	3.12	0.00
2013	6,629.71	.00	0.00	321.99	321.99	6,307.72	4.86	0.00
2012	5,780.38	.00	0.00	321.99	321.99	5,458.39	5.57	0.00
2011	5,873.46	.00	0.00	321.99	321.99	5,551.47	5.48	0.00
2010	3,597.62	.00	0.00	0.00	0.00	3,597.62		0.00
2009	5,155.54	.00	0.00	0.00	0.00	5,155.54		0.00
2008	4,279.59	.00	0.00	0.00	0.00	4,279.59		0.00
2007	1,319.37	.00	0.00	0.00	0.00	1,319.37		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	1,034.56	.00	0.00	0.00	0.00	1,034.56		0.00
****	27,271,617.62	1,053,757.73	1,053,757.73	27,106,192.40	27,106,192.40	1,219,182.95		0.00
CURR	26,749,105.58	1,215,142.29	1,215,142.29	27,049,977.12	27,049,977.12	914,270.75		0.00
DELQ	522,512.04	161,384.56-	161,384.56-	56,215.28	56,215.28	304,912.20		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	7,686,327,908	7,686,327,908	98,462,806	8,103,030-	90,359,776	7,776,687,684
AG EXCLUSION	36,196,207	36,196,207	17,500,324	4,640,280-	12,860,044	49,056,251
IMPROVEMENTS	1,020,792,976	1,020,792,976	265,459,769	30,498,588-	234,961,181	1,255,754,157
APPRAISED VALUE	7,686,327,908	7,686,327,908	363,922,575	38,601,618-	325,320,957	8,011,648,865
EXEMPTIONS	2,032,678,237	2,032,678,237	85,733,171	10,635,203	91,728,094	2,124,406,331
TAXABLE VALUE	5,617,453,464	5,617,453,464	278,189,404	44,596,541-	233,592,863	5,851,046,327
LEVY	26,749,105.58	26,749,105.58	1,913,197.59	698,055.30-	1,215,142.29	27,964,247.87
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	368	179	552	11,218
OVER 65	3,772	3,772	83	48	132	3,904
DISABLED	190	190	3	4	7	197
VETERAN	268	268	15	2	19	287
TOTAL EXEMPT	86	86	0	0	0	86

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	7,378,007,830	7,378,007,830	0	538,214-	538,214-	7,377,469,616
AG EXCLUSION	32,425,077	32,425,077	0	13,602	13,602	32,438,679
IMPROVEMENTS	942,980,218	942,980,218	104,891	19,672,599-	19,567,708-	923,412,510
APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	20,210,813-	20,105,922-	7,357,901,908
EXEMPTIONS	2,071,397,163	2,071,397,163	0	8,765,931	8,779,533	2,080,176,696
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	28,990,346-	28,885,455-	5,245,300,135
LEVY	305,039.31	305,039.31	577.74	130,008.71-	129,430.97-	175,608.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	78	78	10,505
OVER 65	3,603	3,603	0	12	12	3,615
DISABLED	178	178	0	4	4	182
VETERAN	259	259	0	5	5	264
TOTAL EXEMPT	88	88	0	0	0	88

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	6,593,325,295	6,593,325,295	0	312,430-	312,430-	6,593,012,865
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	157,678	6,063,838-	5,906,160-	867,868,937
APPRAISED VALUE	6,593,325,295	6,593,325,295	157,678	6,376,268-	6,218,590-	6,587,106,705
EXEMPTIONS	1,782,152,718	1,782,152,718	0	2,953,711	2,953,711	1,785,106,429
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	9,329,979-	9,172,301-	4,769,514,093
LEVY	55,054.51	55,054.51	845.23	32,540.03-	31,694.80-	23,359.71
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	39	39	10,634
OVER 65	3,475	3,475	0	7	7	3,482
DISABLED	180	180	0	2	2	182
VETERAN	253	253	0	2	2	255
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	5,827,810,207	5,827,810,207	0	118,992-	118,992-	5,827,691,215
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	55,610-	55,610-	775,101,855
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	174,602-	174,602-	5,827,635,605
EXEMPTIONS	1,579,451,702	1,579,451,702	0	33,776-	33,776-	1,579,417,926
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	140,826-	140,826-	4,214,526,366
LEVY	31,053.08	31,053.08	.00	162.80	162.80	31,215.88
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	1-	1-	3,254
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	5,400-	5,400-	706,407,940
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	124,392-	124,392-	5,043,149,860
EXEMPTIONS	1,218,139,975	1,218,139,975	0	52,425-	52,425-	1,218,087,550
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	71,967-	71,967-	3,797,725,002
LEVY	21,493.73	21,493.73	.00	353.33-	353.33-	21,140.40
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1	1	10,221
OVER 65	3,163	3,163	0	0	0	3,163
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2025
LAND VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
EXEMPTIONS	1,018,439,121	1,018,439,121	0	105,902-	105,902-	1,018,333,219
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	13,090-	13,090-	3,494,301,920
LEVY	16,049.82	16,049.82	.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq 4831798

For Remitted Deposit Dates 04/01/2025 thru 04/30/2025 as of 05/05/2025

Report run on: May 5, 2025 10:30 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 92038 Print Date:05/01/2025							
	Current	12,300.28	3,348.88	0.00	0.00	0.00	15,649.16
Last Deposit Date	04/01/2025	$12,300.28	$3,348.88	$0.00	$0.00	$0.00	$15,649.16
ACH 92083 Print Date:05/01/2025							
	Current	61,503.95	16,745.19	0.00	0.00	0.00	78,249.14
	Delq	222.44	65.70	0.00	0.00	0.00	288.14
Last Deposit Date	04/02/2025	$61,726.39	$16,810.89	$0.00	$0.00	$0.00	$78,537.28
ACH 92129 Print Date:05/01/2025							
	Current	31,038.34	8,450.52	0.00	0.00	0.00	39,488.86
	Delq	1,592.32	499.49	0.00	0.00	0.00	2,091.81
Last Deposit Date	04/04/2025	$32,630.66	$8,950.01	$0.00	$0.00	$0.00	$41,580.67
ACH 92177 Print Date:05/01/2025							
	Current	14,867.87	4,048.03	0.00	0.00	0.00	18,915.90
Last Deposit Date	04/08/2025	$14,867.87	$4,048.03	$0.00	$0.00	$0.00	$18,915.90
ACH 92221 Print Date:05/01/2025							
	Current	9,925.93	2,702.49	0.00	0.00	0.00	12,628.42
Last Deposit Date	04/09/2025	$9,925.93	$2,702.49	$0.00	$0.00	$0.00	$12,628.42
ACH 92264 Print Date:05/01/2025							
	Current	17,225.21	4,689.76	0.00	0.00	0.00	21,914.97
	Delq	348.72	91.42	0.00	0.00	0.00	440.14
Last Deposit Date	04/11/2025	$17,573.93	$4,781.18	$0.00	$0.00	$0.00	$22,355.11
ACH 92308 Print Date:05/01/2025							
	Current	25,713.62	7,000.86	0.00	0.00	0.00	32,714.48
Last Deposit Date	04/16/2025	$25,713.62	$7,000.86	$0.00	$0.00	$0.00	$32,714.48
ACH 92354 Print Date:05/01/2025							
	Current	31,557.72	8,591.97	0.00	0.00	0.00	40,149.69
	Delq	5,039.26	922.71	0.00	0.00	0.00	5,961.97
Last Deposit Date	04/22/2025	$36,596.98	$9,514.68	$0.00	$0.00	$0.00	$46,111.66
ACH 92399 Print Date:05/01/2025							
	Current	9,385.38	2,555.27	0.00	0.00	0.00	11,940.65
	Delq	(327.38)	(110.86)	0.00	0.00	0.00	(438.24)
Last Deposit Date	04/25/2025	$9,058.00	$2,444.41	$0.00	$0.00	$0.00	$11,502.41
ACH 92443 Print Date:05/01/2025							
	Current	18,216.39	4,959.64	0.00	0.00	0.00	23,176.03
	Delq	84.61	27.05	0.00	0.00	0.00	111.66
Last Deposit Date	04/30/2025	$18,301.00	$4,986.69	$0.00	$0.00	$0.00	$23,287.69
	Total:	**$238,694.66**	**$64,588.12**	**$0.00**	**$0.00**	**$0.00**	**$303,282.78**

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 03/19/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on May 5, 2025.

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 Regular Meeting held on May 5, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. May 5, 2025, CC Meeting Minutes (DRAFT)

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MAY 5, 2025

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, MAY 5, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Trish Hanks	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.

2. INVOCATION

The invocation was led by Chaplain Moe May of Friendswood Police Department.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

A. Highlight event activities for Small Business Week, May 4-10, 2025.

Mayor Foreman opened the item inviting the Councilmembers to provide their comments and reports. Councilmember Branson highlighted the following Small Business Week event activities as follows:

- May 5th – Hope Village: Keynote & Networking with HEB Vice President
- May 6th – Summer Moon: Kick-off Event
- May 7th – Friendswood Library: Presentations
- May 9th – Professional Headshots: DC Stanley

Councilmember Ellisor shared about a recent boat tour he took on Clear Creek with Friendswood PD. He noted the creek has changed since 1977 and is now safe and enjoyed. Councilmember Hanks commented on attending the Inspira fundraiser banquet and said it was a great philanthropy that churches

support and does wonderful work. Councilmember Griffon spoke about the Cinco de Mayo celebration at the Senior Activity Center. He praised the event, the mariachi band, and the ongoing work of the City's Parks and Recreation Department. He also congratulated Mr. Michael Ross on running in the election and becoming a new councilmember. Mayor Pro Tem Matranga noted he had attended the Fire Department Awards Banquet and praised Friendswood first responders. He also volunteered at the Friendswood Heritage Gardeners Spring Home Tour and thanked the group and homeowners for their hard work and beautiful yards.

Councilmember Erenwert congratulated Mr. Michael Ross and recognized both candidates for their efforts. He also thanked voters and encouraged continued participation in local elections. Mayor Foreman thanked Chief Rogers for the annual boat ride on Clear Creek and announced Fire Station Number Two is now open. Lastly, he reminded everyone that May 5th is National Astronauts Day.

5. PUBLIC COMMENT

Mayor Foreman relayed the following citizen had signed up to provide a public comment.

Galveston County Commissioner Hank Doogie thanked Councilmember Erenwert for his service and asked Council to support Item 13.E., regarding flood mitigation.

Mr. Don Johnson thanked the Council for supporting the Harris-Galveston Subsidence District with the resolution of Item 13.E. He cautioned about proposed state bills that could take away a large part of the District's authority and urged the Council's continued support.

Mr. Chris Johnson raised concerns about the recently approved Public Improvement District. He said the City should confirm feasibility before moving forward.

Mr. Jacob Finon thanked the Council for listening to residents over the past few months. He commented that the City is moving in a good direction and appreciates the improvements being made.

Mr. Michael Ross praised Mr. Tom Hinkley for his service and his efforts on running for City Council. He raised concerns on a developer defaulted economic development agreement and urged Council to seek repayment of funds. Mr. Ross also criticized the handling of the Blackhawk project, stating the contractor selection should prioritize qualifications, not just low bids, to better serve residents.

Ms. Katie Chandler thanked the Council for listening to business owners supporting clearer rules on signs and events. However, she was opposed to limiting the number of special events to six a year.

Ms. Janis Lowe stated that she had served on the Galveston County Central Counting Tabulation of the May 3, 2025, election. She gave an overview of her duties, the election process, and new election equipment. Ms. Lowe also welcomed anyone that wanted to tour the Galveston County Elections Division, which she was happy to facilitate.

Mr. Harold Sparky Jenkins stated he was a retired Texas boat dealer and offered coordinating with the City on providing boats to help rescue residents during floods.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Receive the first Friendswood Academy report and recognize the members for their completion of the inaugural class for 2025.

Parks and Recreation Specialist Cierra Sutton presented the item and stated that Friendswood Academy is an 8-week program for residents to learn how the city operates, including site visits and presentations by departments. The planning for this program began in mid-2024, with actual classes starting February 2025 that covered one to three departments per week. Ms. Sutton led the program with help from UH interns, City Staff, and a modest $3,000 budget, of which only $1,500 was spent.

Mayor Foreman praised the program and engaged in a discussion with Ms. Sutton on how they may continue it annually. Ms. Sutton additionally shared that the feedback from the participants on the City was positive, with participants particularly interested in Public Works and surprised by certain policies like sidewalk maintenance responsibility.

The Friendswood Academy participants were each presented with a certificated of completion and recognized for their commitment to completing the program successfully.

Graduating Participants

- Dale Kohn
- Glen Grayban
- James R. Bridgett
- Kevin Richardson
- Kurt Buske
- Larry D. Smith, Sr.
- Losa Willis-Te'O
- Richard Venier
- Robin Hall
- Roger Byford
- Theodore Glanton

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Advisory Committee Annual Report.

Mayor Foreman stated that the Animal Shelter Advisory Committee Annual Report was included in the backup material of the agenda for the Council's review.

Mayor Foreman asked if the position of Animal Control Supervisor has been hired, after Robert Lee's retirement. City Manager Morad Kabari responded that Ms. Ashley Huynh had been hired as Animal Control Supervisor and was doing a fantastic job in her short tenure.

8. WORK SESSIONS

A. Receive and discuss the Engineering Department's Quarterly Drainage Update.

Graduate Engineer Marua Blackburn provided the Engineering Department's Quarterly Drainage Updates for the Council with the following highlights:

Utility Pipe Rack Relocation Project

- Bid has been awarded.
- Pre-construction complete with contractor mobilizing soon.
- Project funded by $1.7M CDBG-DR Grant.
- Estimated completion by late 2026.

Deepwood Flood Control Project

- Contractor selected; site clearing imminent.
- Separate from adjacent GCCDD project.
- Funded by $473K CDBG-DR Grant.

Friendswood Regional Stormwater Detention Basin

- Rough grading in progress.
- Final design expected late 2025–early 2026.
- Estimated total cost: $32.5M with multiple agencies contributing.
- Public meetings to be held by HCFCD.

Friendswood City Center Detention Ponds

- Pond 2 excavation near completion.
- Storm and sanitary sewer installation is ongoing.
- Completion is expected by the end of 2025.

Whitcomb Terrace Detention Basin

- Engineering contract approval expected May 2025.
- Project aims to mitigate flooding with terracing evaluation.
- Public meetings to be held by HCFCD.
- Target completion: March 2027.

Comprehensive Master Drainage Plan

- Funded by Hazard Mitigation Grant and City Bonds.
- Modeling underway; completion is expected August 2026.
- Focus on neighborhood-level solutions but includes creek modeling.

9. PROPOSED AMENDMENTS TO APPENDIX C, ZONING FOR COMMERCIAL ACTIVITIES AND TEMPORARY USES

A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," to amend Section 8 "Supplementary district regulations," Subsection M "Commercial Activities and Temporary Uses" Paragraph 2 "Temporary Outdoor Sales" of the Friendswood City Code to update the regulations pertaining to temporary outdoor sales activities, including consolidating the provisions for Outdoor Sales and Special Events.

At 6:21 P.M., Mayor Foreman opened the public hearing and request Staff to provide the Council an overview of the item.

Assistant Planner Becky Bennett summarized the subject matter of the public hearing as follows:

What Changed

- The terms Outdoor Sales and Special Events were consolidated and renamed Temporary Outdoor Uses, with two permit options as follows:
  - 30-day permit (holiday sales only, 3/year, no food trucks)
  - 4-day permit (short-term events, 6/year, food trucks allowed)

Ms. Bennett noted that the special events must stay within the same calendar year and can be scheduled close together. All events must follow all City rules, including ending the events by 10:00 P.M. in order to comply with the City's noise ordinance. She stated that the setup time is four days prior to the event date and if bad weather happens, the applicant is allowed to reschedule once. Ms. Bennet also noted that the proposed changes also include additional rules related to the number of attendees allowed, and there are other optional requirements based on the size of the event and what is included; such as food trucks which require additional regulations.

Councilmember Hanks asked staff to explain how the community had been involved in shaping the proposed changes. Ms. Bennett responded that they had reached out to several local businesses. She explained that some of those businesses had been hosting events for years and gave helpful feedback. Staff asked them what kinds of events they held; how many permits they typically needed, and what changes would help. Staff had been speaking with businesses for about six months, while the Planning and Zoning Commission had been working on the changes for about a year.

Councilmember Griffon brought up a question about pricing. He asked if someone who only wanted a two-day event would still have to pay for a full four-day permit. Ms. Bennett said the fee is based on the Staff's time for reviewing and processing, which is the same regardless of event length.

At 6:27 P.M., with no further persons signed up to speak, Mayor Foreman closed the public hearing.

B. Consider an ordinance amending Appendix C "Zoning," Section 8 "Supplementary district regulations," Subsection M "Commercial activities and temporary uses" of the Friendswood City Code to update regulations pertaining to temporary outdoor sales activities, including consolidating the provisions for outdoor sales and special events.

Mayor Pro Tem Matranga commented that he had attended several Planning and Zoning Commission meetings on this topic. He felt this ordinance showed that the City was listening to businesses and working together with staff and the Commission. He believed it was a strong example of collaboration and supported the change.

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Erenwert to approve Ordinance No. 2025-12, related to Item 9.B., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

Item passed unanimously

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RENAMING AND AMENDING APPENDIX C "ZONING," SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION M "COMMERCIAL ACTIVITIES AND OUTDOOR SALES" OF THE FRIENDSWOOD CITY CODE TO UPDATE THE REGULATIONS PERTAINING TO TEMPORARY OUTDOOR SALES ACTIVITIES,

INCLUDING CONSOLIDATING THE PROVISIONS FOR OUTDOOR SALES AND SPECIAL EVENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

10. PROPOSED AMENDMENTS TO APPENDIX C, ZONING REGARDING PERIMETER LANDSCAPING AND SCREENING

A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 8.2 "Perimeter Landscaping and Screening" of the Friendswood City Code to give the Planning and Zoning Commission more latitude in considering site conditions and adjacent zoning when approving site plans.

At 6:28 P.M. Mayor Foreman opened the public hearing and request that staff give the Council an overview of the item and outlined the speaker rules for all those present.

Assistant Planner Becky Bennett summarized the subject matter of the hearing. She noted that the proposed changes to this code are being proposed in order to give the Planning and Zoning Commission more latitude when dealing with businesses who cannot meet landscaping rules noted in the code because of unexpected site conditions or other challenges. Ms. Bennett noted that currently, the code does not allow the Planning and Zoning Commission to waive any of the landscaping requirements and the proposed changes would give the Commission more discretion to adjust these requirements based on site conditions and surrounding zoning. This ordinance change is being brought forth to the Council in lieu of introducing an appeals process to the City Council that could have unintended negative consequences. These new rules give the Commission the latitude to handle these types of site issues.

Mayor Foreman stated that he supported the proposed changes. Councilmember Branson asked why this change is instead of cleaning up the landscaping language in the ordinance. City Manager Morad Kabiri responded that the City does not want to eliminate landscaping requirements completely because while the landscaping may not make sense at one location doesn't mean it isn't necessary in another. He further noted that the intent of the proposed amendments is simply to allow the Commission more latitude for common sense decisions. Councilmember Hanks noted that some property owners often assume that requirements are set in stone and at times install things that do not make sense, she asked if there was a way to communicate their options. Mayor Pro Tem Matranga noted that development options are really a case-by-case issue, so there is no one size that fits all solution on this item. He noted that he supported putting these types of items in the hands of the Planning and Zoning Commission who are already tasked with these duties. Councilmember Griffon communicated that there have been certain circumstances where he believed there should be more leeway given to developers, but he liked the new language. Councilmember Hanks agreed on giving the Commission latitude.

Mayor Foreman announced the following citizen had signed up to speak on the public hearing.

Ms. Janis Lowe supported the change. However, she expressed shared screening should be required, not optional. This would make maintenance responsibilities clear between property owners.

At 6:42 P.M., with no further persons signed up to speak, Mayor Foreman closed the public hearing.

B. Consider an ordinance amending Appendix C "Zoning," Section 8.2 "Perimeter Landscaping and Screening" of the Friendswood City Code to give the Planning and Zoning Commission more latitude in considering site conditions and adjacent zoning when approving site plans.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Matranga to approve Ordinance No. 2025-13, related to Item 10.B., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION I "LANDSCAPING AND SCREENING REQUIREMENTS," PARAGRAPH 2 "PERIMETER LANDSCAPING AND SCREENING," SUBPARAGRAPH A "ADJACENT PROPERTY, BUFFER MAINTENANCE AND INSTALLATION," CLAUSE (3) THROUGH (7) OF THE FRIENDSWOOD CITY CODE TO GIVE THE PLANNING AND ZONING COMMISSION MORE LATITUDE IN CONSIDERING SITE CONDITIONS AND ADJACENT ZONING WHEN DETERMINING LANDSCAPING AND SCREENING REQUIREMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

11. CITY MANAGER'S REPORT

A. Recognition of Officer Daniel Liufau at the Fifty Club of Galveston County Awards Luncheon for Officer of the Year Award.

City Manager Morad Kabiri recognized Officer Daniel Liufau for receiving the Officer of the Year Award at the Fifty Club of Galveston County Awards Luncheon.

B. Present an update regarding the Spring Sparkle Event hosted by the Parks and Recreation Department and Keep Friendswood Beautiful.

City Manager Morad Kabiri provided the following statistics for the Spring Sparkle event:

- 6 pounds of refrigerants collected
- 68 tons of trash collected
- 6,500 pounds of shredded paper
- 685 cars went through the event
- Electronics recycling filled 3 full trucks
- Garage sale raised around $100

C. Present an update regarding Concerts in the Park.

City Manager Morad Kabiri announced that, unfortunately due to weather, the first event had to be cancelled, but encourage folks to attend the concerts the remaining Fridays in May and June.

D. Present an update regarding the City's Memorial Day Ceremony.

City Manager Morad Kabiri reported that the City's Memorial Day Ceremony will be held on May 26th, and the keynote speaker will be NASA Astronaut and Navy Captain Reid Wiseman.

E. Present and update regarding Building Safety Month in May.

City Manager Morad Kabiri relayed that this month is Building Safety Month and there will be various events held by the Community Development Department with details available on the City's Facebook page.

F. Present and update regarding National Public Works Week, May 18-24, 2025.

City Manager Morad Kabiri stated that May 18–24 is National Public Works Week, and that it is a week to recognize those who make sure water runs and roads stay safe.

G. Present and update regarding Municipal Clerks Week, May 4-10, 2025.

City Manager Morad Kabiri relayed that May 4-10 is Municipal Clerks Week and thanked the City Secretary team for all that they do.

H. Present and update regarding Friendswood Public Library Summer Reading Programs.

City Manager Morad Kabiri announced that the Friendswood Library Summer Reading Programs kicks off Friday, May 23rd from 6:30–7:30 P.M. This year's theme is 'Color Our World'. The program is open to kids and adults through the Beanstack App.

I. Recognize Aubrey Harbin, Director of Community Development, for obtaining her Certified Floodplain Manager (CFM) Certification.

City Manager Morad Kabiri recognized the Community Development Department Director Aubrey Harbin for completing her Certified Floodplain Manager (CFM) Certification.

J. Recognize Assistant City Manager Lettie Brysch for her participation as a keynote speaker at the Friendswood High School Spanish National Honor Society induction ceremony.

City Manager Morad Kabiri recognized Assistant City Manager Lettie Brysch for serving as a keynote speaker at the Friendswood High School's Spanish National Honor Society Induction.

K. Present an update regarding the City of Friendswood's salary study.

City Manager Morad Kabiri informed the Council that the City of Friendswood completed a 2024 salary and benefits study with JER HR Group. They compared salaries with 10 other cities and issued 1% to

5% adjustments, mainly for mid-level positions. To avoid large future corrections, the City plans to repeat the study every two years.

Councilmember Hanks asked if future studies would cost the same or be more focused. Mr. Kabiri explained that smaller updates would likely be cheaper in the long run since waiting for years would result in falling behind market value and then having a staggering impact on the budget in order to simply bring salaries up to market value. Councilmember Griffon praised City staff and emphasized Council's ongoing commitment to prioritize the appropriate funding and staffing of the City's Public Safety (Police) and Emergency Services (Fire and EMS). Councilmember Hanks also confirmed that HR monitors salaries from other cities and closed by thanking staff for their continued education efforts, noting it's often done on their own time.

12. BUSINESS ITEMS

A. Consider concurring with the City Manager's appointment of a City Secretary effective May 6, 2025.

City Manager Morad Kabiri opened the item announcing his appointment of Deputy City Secretary Raquel Martinez as the new City Secretary effective May 6, 2025. Mr. Kabiri emphasized this promotion is not a negative reflection of the current City Secretary Lettie Brysch, but is instead the results of her being promoted to the role of Assistant City Manager. Mr. Kabiri stated that Ms. Martinez is ready to be promoted and has done an exceptional job. The Council expressed support and congratulated Ms. Martinez, who was in attendance with her family, husband Pablo, daughters Miranda and Victoria and her new baby boy Pablito.

A motion was made by Mayor Foreman and seconded by Councilmember Griffon to concur with the City Manager's appointment of Raquel Martinez as City Secretary, effective May 6, 2025.The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

B. Consider an Interlocal Agreement with the City of League City for Friendswood to annex and for League City to disannex approximately 1.3347 acres east of Lake Friendswood, being out of Lots, 159, 160, and 170, Sloane Subdivision, I. & G. N. RR Company Survey No. 4, Abstract 608, Galveston County, Texas.

City Manager Morad Kabiri explained that the agreement with League City is a routine ETJ boundary cleanup with no impact on tax rolls. The area in question is more accessible to League City, making them better suited to serve it.

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve an Interlocal Agreement with the City of League City for Friendswood to annex and for League City to disannex approximately 1.3347 acres east of Lake Friendswood. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

C. Consider approving the Friendswood Downtown Economic Development Corporations' purchase of holiday decorations for the downtown area from Dekra-Lite Industries, Incorporated through the Buyboard.

Friendswood Downtown Economic Development Corporation (FDEDC) Chair Rebecca Hillenberg presented a proposal to purchase $401,595.50 worth of downtown holiday decorations from Dekra-Lite Industries. The plan includes a 40-foot Christmas tree, 63 pole decorations, and covers installation, takedown, and storage for five years. FDEDC chose to purchase rather than lease to avoid paying up to $300,000 per year with no ownership. She noted that the funding for this item will come from their dedicated economic development sales tax, and not the City's General Fund. The Councilmembers expressed their support.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve Item 12.C., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

13. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider on second and final reading an ordinance amending the term of office for Position No. 1 of the City of Friendswood's Planning and Zoning Commission to more effectively stagger the terms of the entire commission

A motion was made by Councilmember Hanks and seconded by Councilmember Matranga to approve the second and final reading of Ordinance No. 2025-14, related to Item 13.A., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING TERM OF OFFICE FOR POSITION NO. 1 OF THE CITY OF FRIENDSWOOD'S PLANNING AND ZONING COMMISSION TO MORE EFFECTIVELY STAGGER THE TERMS OF THE ENTIRE COMMISSION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE.

B. Consider on second and final reading an ordinance amending the Fee Schedule contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the City of Friendswood Cit Code to reflect that the enumerated fees are fees to be collected by the City and to update fees for "Buildings and Building Regulations" by adding paragraph r) to subsection (1) "Building Perit Fees (Electrical)"; paragraphs (i) through (k) to subsection (2) "Building Permit Fees (Plumbing & Gas)"; paragraph (i) to subsection (3) "Building Permit Fees (Mechanical)"; and paragraph (ac) to subsection (4) "Building Permit Fees.

A motion was made by Councilmember Matranga and seconded by Councilmember Erenwert to approve the second and final reading of Ordinance No. 2025-15, related to Item 13.B., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO REFLECT THAT THE ENUMERATED FEES ARE FEES TO BE COLLECTED BY THE CITY AND TO UPDATE "BUILDINGS AND BUILDING REGULATIONS" FEES, BY ADDING PARAGRAPH (R) TO SUBSECTION (1) "BUILDING PERMIT FEES (ELECTRICAL)"; PARAGRAPHS (I) AND (J) TO SUBSECTION (2) "BUILDING PERMIT FEES (PLUMBING & GAS)"; PARAGRAPH (I) TO SUBSECTION (3) "BUILDING PERMIT FEES (MECHANICAL)"; AND PARAGRAPH (AC) TO SUBSECTION (4) "BUILDING PERMIT FEES"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

C. Consider the second and final reading of an ordinance amending Appendix A, "Signs," Section 15 "Temporary Signs, "to add subsection e-1. "Temporary outdoor use signs" to allow temporary signs to advertise for a permitted temporary outdoor use.

A motion was made by Councilmember Branson and seconded by Erenwert to approve the second and final reading of Ordinance No. 2025-16, related to Item 13.C., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX A "SIGNS," SECTION 1 "DEFINITIONS" OF THE FRIENDSWOOD CITY CODE TO ADD A DEFINITION OF A "TEMPORARY OUTDOOR USE SIGN"; AND AMENDING APPENDIX A "SIGNS," SECTION 15 "TEMPORARY SIGNS" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW SUBSECTION NUMBERED AND ENTITLED SUBSECTION (E-1) "TEMPORARY OUTDOOR USE SIGNS" IN ORDER TO ALLOW TEMPORARY SIGNS TO ADVERTISE FOR A PERMITTED TEMPORARY OUTDOOR USE; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS ($500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

D. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve Ordinance No. 2025-17, related to Item 13.D., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT VIII"

THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

E. Consider a resolution supporting the Lower Clear Creek and Dickinson Bayou Watershed 203 Feasibility Study, which will culminate in the creation of a list of projects and funding options to address flooding and its devastating impacts.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Resolution No. R2025-18, related to Item 13.E., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION NO. R2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, EXPRESSING ITS SUPPORT FOR PHASE II, LOWER CLEAR CREEK AND DICKINSON BAYOU WATERSHED 203 FEASIBILITY STUDY, WHICH WILL CULMINATE IN THE CREATION OF A LIST OF PROJECTS AND FUNDING OPTIONS TO ADDRESS FLOODING AND ITS DEVASTATING IMPACTS; AND PROVIDING FOR THE EFFECTIVE DATE.

F. Consider a resolution expressing opposition to House Bill 1643 and House Bill 3818 seeking to reduce or eliminate the ability of the Harris Galveston Subsidence District (HGSD) to place limitations on the pumping of ground-water.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Resolution No. R2025-19, related to Item 13.F., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION NO. R2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, EXPRESSING OPPOSITION TO HOUSE BILL 1643 AND HOUSE BILL 3818, WHICH SEEK TO REDUCE OR ELIMINATE THE ABILITY OF THE HARRIS-GALVESTON SUBSIDENCE DISTRICT TO PLACE LIMITATIONS ON THE PUMPING OF GROUNDWATER; AND PROVIDING FOR THE EFFECTIVE DATE.

14. CONSENT AGENDA

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Consent Agenda Items 14.A. and 14.J. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The Consent Agenda passed unanimously.

A. Consider a resolution ratifying and adopting the City of Friendswood's Water Conservation Plan.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Resolution No. R2025-20, related to Item 14.A., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION NO. R2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND ADOPTING THE CITY OF FRIENDSWOOD'S WATER CONSERVATION PLAN AND UTILITY PROFILE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider authorizing a Professional Services Agreement Garver Engineering for the 24" Water Line Phase II Improvements Project.

This item authorized a Professional Services Agreement Garver Engineering for the 24" Water Line Phase II Improvements Project. Garver Engineering, who also served as the engineer for Phase I, will continue work on Phase II to maintain design continuity and efficiency. Phase II will extend the 24-inch water line from FM 518 to Elevated Storage Tank #2, located adjacent to the Friendswood High School football stadium.

The scope includes preliminary and final design, permitting support, bidding assistance, and construction phase services. Garver was originally selected through a qualifications-based selection process consistent with Texas Government Code 2254.

C. Consider authorizing the First Amendment to the Contract for Professional Services with FiveEngineering, LLC, for the Final Design and Construction Phase Services of the Lift Station No. 8 Improvements Project.

This is the First Amendment to the Contract for Professional Services (the "Agreement") with FiveEngineering, LLC, (the "Engineer") and is for the final design, bidding, and construction phase services for the Lift Station #8 Improvement Project. The City entered into the Agreement with the Engineer on March 6, 2024, in the amount of $97,180. The City and the Engineer now desire to enter into this First Amendment to advance the Project to final design, bidding, and construction phases at a lump sum amount of $295,604.60.

The Lift Station No. 8 project is part of the City's broader effort to improve wastewater infrastructure and maintain system resilience. The upgrades to Lift Station No. 8 will primarily accommodate increased flows due to the expansion of the Friendswood Trails Subdivision.

D. Consider authorizing the First Amendment to the Contract for Professional Services with FiveEngineering, LLC, for the Final Design and Construction Phase Services of the Lift Station No. 27 Improvements Project.

The is the First Amendment to the Contract for Professional Services (the "Agreement") with FiveEngineering, LLC, (the "Engineer") and is for the final design, bidding, and construction phase services for the Lift Station #27 Improvement Project. The City entered into the Agreement with the Engineer on March 5, 2024, in the amount of $79,092. The City and the Engineer now desire to enter into this First Amendment to advance the Project to final design, bidding, and construction phases at a lump sum amount of $225,214.50. The original contract covered preliminary engineering services.

Lift Station No. 27 is being expanded and rehabilitated in anticipation of increased flows from the planned Friendswood City Center development in Harris County. These improvements are critical to meeting future capacity needs and maintaining system reliability.

E. Consider authorizing an engagement letter with Gabriel, Roeder, Smith & Company for other post employment benefits actuarial valuations.

In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement No. 75 (Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions [OPEB]). This statement establishes standards for recognizing and measuring OPEB liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. This Statement also identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information about defined benefit OPEB also are addressed. OPEB does not include pensions, but it does include post-employment healthcare, life insurance and other benefits.

To measure the City's liability requires an actuarial evaluation. North Central Texas Council of Governments (NCTCOG) has amended its contract with Gabriel, Roeder, Smith & Company (GRS) to perform actuarial consulting services through June 2026. The City has an Interlocal Agreement with NCTCOG to participate in its cooperative purchasing program and therefore considers this amended contract a good value to the City.

For financial reporting purposes, an actuarial valuation is required at least biennially for OPEB plans with a total membership greater than 200. In the off year when a full valuation is not performed, the City will receive a "roll-forward" report which provides an updated liability, updated assets, a liability reconciliation from the prior measurement date, new deferred outflows/inflows, new OPEB expense, and

new sensitivity disclosures. The current report will be prepared as of December 31, 2024, for fiscal year 2025 and a roll-forward valuation report will be prepared for fiscal year 2026.

F. Consider authorizing the final acceptance of the Public Safety Building Expansion Project and the release of the contractor's one-year maintenance bond.

G. Consider accepting the Blackhawk Boulevard Phase II-B Emergency Work Project and authorizing the commencement of the contractor's one-year maintenance period.

H. Consider appointing (i) Brian Gibson, (ii) Douglas Konopka, and (iii) Dennis Barber to the West Ranch Management District for a four-year term, set to expire on June 1, 2029.

I. Consider approving the ad valorem tax report for March 2025.

J. Consider approving the minutes of the City Council Regular Meeting held on April 7, 2025.

15. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding all pending and contemplated litigation involving the City of Friendswood.

At 7:12 P.M. Mayor Foreman recessed and convened into an Executive Session.

At 7:53 P.M. Mayor Foreman reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

16. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the May 5, 2025, City Council Regular Meeting at 7:54 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 03/19/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on May 14, 2025.

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 May 14, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. May 14, 2025, City Council Special Meeting Minutes (Draft)

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MAY 14, 2025

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, MAY 14, 2025, AT 5:00 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:

John Ellisor	Councilmember
Sally Branson	Councilmember
Joe Matranga	Mayor Pro Tem
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:00 P.M.; All members were present with the exception of Councilmember Robert J. Griffon and Councilmember Trish Hanks who were absent.

2. INVOCATION

The invocation was led by Chaplain Moe Mays, of the Friendswood Police Department.

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

Mayor Foreman led the Invocation and Pledge of Allegiance for both the United States and the State of Texas.

4. PUBLIC COMMENT

Mr. Rusty Burkett requested to speak before the Council to thank Councilmember Erenwert for his service on the Council and to the community.

Mr. Kevin Holland requested to speak before the Council to note his concerns related to the Galveston County Drainage District.

5. COUNCIL COMMENTS AND REPORTS

A. Recognize Councilmember Brent Erenwert for his six (6) years of service to the City of Friendswood City Council.

Mayor and Councilmembers spoke of their experiences in serving with Councilmember Erenwert and provided stories and well wishes as he moved on from serving on the Council.

Mayor Foreman presented Councilmember Erenwert parting gifts recognizing his years of service. He also gifted Mrs. Erenwert a flower arrangement in recognition of her loving and committed support to Councilmember Erenwert's service to the community.

Councilmember Erenwert read a statement thanking his family, members of the Council and the community for their support and collaboration throughout the last 6 years of service on the City Council.

6. FOURTH OF JULY GRAND MARSHAL

A. Consider a resolution amending the Grand Marshal Selection Policy.

City Manager Morad Kabiri presented the item and stated that about two years ago, the Council adopted a Grand Marshal Policy and set a deadline for which applications must be submitted. Unfortunately, this year, no nominations were received prior to that deadline, so the proposed amendment allows the mayor to extend that deadline on those years in which timely nominations are not received.

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Branson approving Resolution No. R2025-21 amending the Grand Marshal Selection Policy as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Absent: Councilmember Trish Hanks and Councilmember Robert J. Griffon.

The item passed unanimously.

RESOLUTION NO. R2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE GRAND MARSHAL SELECTION POLICY FOR THE CITY OF FRIENDSWOOD'S 4TH OF JULY GRAND PARADE ADOPTED VIA RESOLUTION NO. R2023-16 ON JULY 10, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider approving a nomination for 4th of July Parade Grand Marshal.

Mayor Foreman stated that the Parks and Recreation Department staff came up with this great recommendation to nominate Captain Wilmore who has had three space flights, the last of which was a 10-day mission to the International Space Station that lasted nine months. Mayor Foreman stated that he was honored to have such a deserving individual serve as the City's Fourth of July Grand Marshal.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to appoint Captain Barry Wilmore, U.S. Navy, Retired and NASA Astronaut as the 4th of July Grand Parade Marshall. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Absent: Councilmember Trish Hanks and Councilmember Robert J. Griffon.

The item passed unanimously.

7. BUSINESS ITEMS

A. Consider authorizing a contract with international Library Services, Inc. for the purchase ILS AutoLend Library kiosk including its related software, hardware and service maintenance.

City Manager Morad Kabiri presented the item and stated that this item is the results of the Friends of the Library's efforts to raise funds as part of the 2025 Library Gala. This kiosk will have the capacity to hold up to 400 items, including both hard cover books, soft cover books, DVDs, games, and audio books, and will allow folks to utilize the Library that can't make it to the Library building itself.

Mayor Pro Tem Matranga extended his gratitude to the Friends of the Library for providing the funding to purchase this kiosk. Mayor Foreman noted that while the City financially supports the Library's operations, the kiosk is an enhancement donated to the City through the dedicated support of a group of community members whose fundraising efforts help enhance our Library services. Lastly, Mayor Foreman thanked City Library Director Matt Riley for his leadership, vision and collaboration with local partners and stakeholders such as the Friends of the Library.

A motion was made by Councilmember Ellisor and seconded by Mayor Pro Tem Matranga authorizing a contract with international Library Services, Inc. for the purchase ILS AutoLend Library kiosk including its related software, hardware and service maintenance. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Absent: Councilmember Trish Hanks and Councilmember Robert J. Griffon.

The item passed unanimously.

8. ELECTION CANVASS

A. Canvass the returns of the City of Friendswood Special Election held on May 3, 2025.

City Secretary Raquel Martinez handed the sealed election results to the City Council for the May 3, 2025, Special Election for their review and tabulation. At 5:31 P.M., Mayor Foreman began the canvass and read the following tabulated results:

The voter summary was the following:

VOTER SUMMARY	TOTAL
ABSENTEE VOTES CAST	50
EARLY VOTING VOTES CAST	2,938
ELECTION DAY VOTES CAST	1,587
PROVISIONAL VOTES CAST	0/0/0
NUMBER OF REGISTERED VOTERS	30,550
NUMBER OF VOTERS THAT VOTED	2,540
VOTER TURNOUT	8.31%

The General Election summary was the following:

GENERAL ELECTION														
CANDIDATES		ABSENTEE VOTING			EARLY VOTING			ELECTION DAY			TOTAL VOTES CAST			
		Galveston	Harris	Sum Total	Galveston	Harris	Sum Total	Galveston	Harris	Sum Total	Galveston	Harris	Total	%
Councilmember Position No. 4	Robert J. Griffon	19	2	21	1232	79	1311	576	127	703	1827	208	2035	100.00%
	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
	TOTALS			21			1311			703			2035	100.00%
CANDIDATES		ABSENTEE VOTING			EARLY VOTING			ELECTION DAY			TOTAL VOTES CAST			
		Galveston	Harris	Sum Total	Galveston	Harris	Sum Total	Galveston	Harris	Sum Total	Galveston	Harris	Total	%
Councilmember Position No. 6	Tom Hinckley	11	3	14	729	33	762	268	38	306	1008	74	1082	42.60%
	Michael P. Ross	13	2	15	805	60	865	458	120	578	1276	182	1458	57.40%
	TOTALS			29			1627			884			2540	100.00%

Mayor Foreman delivered the election return tally lists, early voting, and election day results along with all supporting documentation to the City Secretary, the custodian of election records, who shall preserve them for the required retention period. At 5:34 P.M., Mayor Foreman concluded the canvass of the City's May 3, 2025, General Election.

B. Consider an ordinance declaring the results of the City of Friendswood General Election held on May 3, 2025.

A motion was made by Councilmember Erenwert and seconded by Mayor Pro Tem Matranga to approve Ordinance No. 2025-18, declaring the results of the results of the City of Friendswood General Election held on May 3, 2025, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert.

Nays: None.

Absent: Councilmember Trish Hanks and Councilmember Robert J. Griffon.

The item passed unanimously.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD MAY 3, 2025, CONCERNING THE ELECTION OF COUNCILMEMBERS FOR POSITION NUMBERS FOUR (4) AND SIX (6) OF THE CITY OF FRIENDSWOOD COUNCIL; AND PROVIDING FOR THE EFFECTIVE DATE.

9. SWEARING-IN CEREMONY

A. Administer the oath of office to Michael P. Ross for the office for the office of Councilmember, Position No. 6.

Mayor Foreman presented the certificate of election, and Municipal Court Judge James Woltz administered the oath of office and statement of elected official to Michael P. Ross.

10. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the May 14, 2025, City Council Special Meeting at 5:46 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Raquel Martinez, City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/06/2025

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding legal matters related to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney on legal matters related to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Correspondence
2. 2025.06.02 Records Requested from CM Ross related to Item 13.B.
3. 408 S Friendswood - Fire Marhsal Plans and Review
4. 7-26-17 DRC w Louis Tannos re 408 S Friendswood Dr
5. Recorded Plat_The Albritton
6. 9-11-19 DRC w Louis Tannos re 408 S Friendswood
7. FW_ 408 S Friendswood - The Albritton
8. Trench Detail (Typical)
9. Utility pages
10. Lowe Water Line Albritton As Built
11. Engineering_PW Emails for the Lowering Water Line - Albritton - Scope and Work Process Plan

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 2, 2025

Date submitted: 05/06/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a second amendment to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow the City Council to consider a second amendment to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Draft - 2nd Amendment - Tannos Development Group
2. 1st Amendment - Tannos Development Group
3. Chapter 380 Agreement - Tannos Dev.elopmentGroup