



**CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 25, 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. 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.

5. 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.

6. WORK SESSION TOPICS

A. Receive an update concerning the 2025 State Legislative Session.

7. MUNICIPAL BUDGET FOR FISCAL YEAR 2025-26

- A. Conduct a public hearing regarding the Proposed Fiscal Year 2025-2026 Municipal Budget for the City of Friendswood.
- B. Discuss and take action concerning the City of Friendswood's Proposed FY2025-26 Municipal Budget.
- C. Consider ratifying the property tax increase reflected in the City of Friendswood's Budget for Fiscal Year 2025-2026.

8. 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 approving an Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.
- B. Consider approving Change Order No. 2 for the Utility Relocates at the Clear Creek Utility Bridge Project.

- C. Consider authorizing the First Amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project.
- D. Consider authorizing an Interlocal Agreement with Tarrant County for cooperative purchasing.
- E. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for general emergency preparedness.
- F. Consider ratifying and approving the purchase of a stock aerial ladder truck from Siddons Martin Emergency Group, LLC, through the Houston-Galveston Area Council, for the Friendswood Volunteer Fire Department, Inc., in lieu of the custom-order ladder fire truck previously approved by the City Council if the build of the stock aerial ladder truck commences first.
- G. Consider authorizing an Urban Planning Services Agreement with Ardurra Group, Inc. (RFP No. 2025-07) to update the City of Friendswood Comprehensive Plan and Zoning Ordinance, and Grant Administration.
- H. Consider approving the purchase of one (1) service vehicle for the Parks and Recreation Department from Grapevine Dodge Chrysler Jeep through the Texas Local Government Purchasing Cooperative (Buyboard).
- I. Consider approving a Construction Contract with Construction Masters of Houston, Inc., for the Council Chamber Renovation Project through the Harris County Department of Education Choice Partners Cooperative Contract No. 24/018MR-03.
- J. Consider approving a contract between the Friendswood Downtown Economic Development Corporation and Bay Area Signs and Electrical, LLC, for wayfinding and gateway signage related to the Downtown Improvement Plan.
- K. Consider approving the minutes of the City Council Special Meeting held on July 12, 2025.
- L. Consider approving the minutes of the City Council Special Meeting held on August 13, 2025.

9. ADJOURNMENT

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

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

Raquel Martinez



Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this
21st day of August 2025, at 5:30 P.M.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 06/02/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive an update concerning the 2025 State Legislative Session.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On June 2, 2025, the 89th Legislative Session came to a close. A total of 9,014 bills were introduced, approximately 1,231 bills were sent to the Governor for signature, and 28 bills were vetoed. Preemption, community censorship, land use restrictions, taxes, public safety, and a host of other subjects were themes of this legislative session for municipalities.

Of the bills listed in the City Council's legislative priorities that were sent to TML for inclusion in its legislative program, the following were passed:

Bill	Caption
H.B. 3595	Relating to an emergency preparedness and contingency operations plan, including temperature regulation, for assisted living facility residents during an emergency; providing penalties.
H.B. 24	Relating to procedures for changes to a zoning regulation or district boundary.

Of the bills that the City Council opposed via Resolution Nos. R2025-15 and R2025-19, none were passed:

Bill	Caption
S.B. 2722	Relating to the use of certain tolls and charges imposed by certain counties; authorizing a civil penalty and limiting the counties' authority to adopt an ad valorem tax rate.
H.B. 5177	Relating to the use of certain tolls and charges imposed by certain counties; authorizing an administrative penalty.
H.B. 3818	Relating to the extension of groundwater reduction target years established by the Harris-Galveston Subsidence District.
H.B. 1643	Relating to the authority of the Harris-Galveston Subsidence District over the North Harris County Regional Water Authority.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2025 Legislative Session

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Conduct a public hearing regarding the Proposed Fiscal Year 2025-2026 Municipal Budget for the City of Friendswood.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive public comment regarding the Proposed Fiscal Year 2025-2026 Municipal Budget for the City of Friendswood.

On August 4, 2025, the City Council called for a public hearing regarding the City's proposed FY 2025-26 municipal budget to occur on Monday, August 25, 2025, at 5:30 P.M., in the City Council Chamber located in City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546. Notice of said public hearing was posted on the City's notice boards and website on Tuesday, August 5, 2025, and published in *The Reporter News* on Wednesday, August 6, 2025. A copy of the notice is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to conduct the public hearing impacts the validity of the City's municipal budget process.

RECOMMENDATIONS

Conduct the public hearing in compliance with all applicable laws.

ATTACHMENTS

1. 2025 08 25 CC PH (FY2025-26 Proposed Budget Hearing)
2. FY26 BUDGET HEARING PRESENTATION - 8.25.2025
3. Financial Management Policy included in Proposed Budget - revised



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

NOTICE OF PUBLIC HEARING REGARDING CITY OF FRIENDSWOOD FY2025-26 PROPOSED BUDGET

NOTICE OF PUBLIC HEARING is hereby given in accordance with Section 8.03(c) of the Charter of the City of Friendswood, Texas, and Section 102.006(a)(b) and (c) of the Texas Local Government Code, that the City Council of the City of Friendswood will hold a public hearing giving all interested parties the right to appear and express their views, both written and oral, regarding the City of Friendswood FY2025-26 Proposed Budget. The City Council will hold this public hearing at a Special Council Meeting on **Monday, August 25, 2025, at 5:30 p.m.** in the **Council Chambers, Friendswood City Hall, located at 910 S Friendswood Drive, Friendswood, Texas 77546.**

This budget will raise more total property taxes than last year's budget by \$2,302,791 or 8.3%, and of that amount \$515,726 is tax revenue to be raised from new property added to the tax roll this year.

The public may inspect the proposed budget at any time on the City's website: <https://www.ci.friendswood.tx.us/573/Annual-Budget>, or by appointment from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m., Friday, in the City Secretary's Office, City Hall, 910 S Friendswood Drive, Friendswood, Texas 77546 or by appointment at the Friendswood Public Library, 416 S Friendswood Drive, Friendswood, Texas 77546, during regular operating hours.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 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, TRMC, City Secretary
Posted: Tuesday, August 5, 2025
Posting time: 1:00 P.M.



FY2025-2026 Proposed Budget Public Hearing

August 25, 2025



VISION STATEMENT – ADOPTED JULY 1, 2024

“The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility.”

KEY BUDGET DRIVERS

Personnel Costs

Debt Service Obligations

Insurance Costs

Other Forces at Work

Deferred Maintenance

Decision Packages

FVFD Contract and Equipment

PROPOSED BUDGET CHANGES

(since August 4th Council Meeting)

Proposed Tax Rate Change

From \$0.526746 to **\$0.514172**

- **Lowered \$.012574**

GENERAL FUND

REVENUES – \$45.9M (net increase of \$30K)

- **Property Tax Decrease – (\$718K)**
- **Sales Tax Increase - \$248K**
- **Use of Unassigned Fund Balance – \$500K**

EXPENDITURES – \$45.9M (increase of \$30K)

- **Addition – Social Media Post Boost - \$30K**

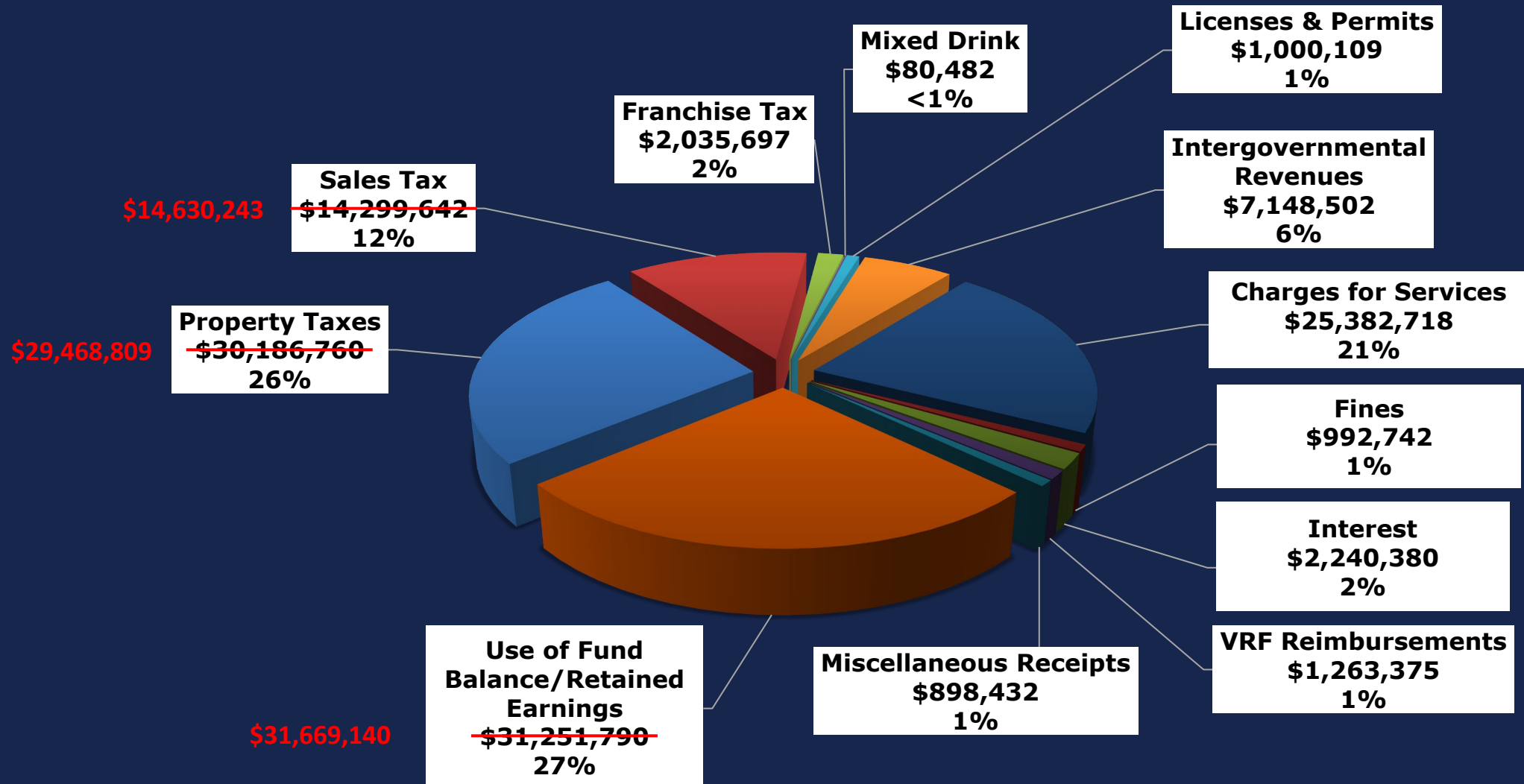
Streets Improvement Fund

- **Sales Tax increase – \$61,988**

Friendswood Downtown Economic Development Improvement Fund

- **Sales Tax Increase - \$20,662**

Total Proposed Revenue (All Funds) ~ \$116.8M



Use of fund balance/retained earnings includes bond funds issued, and grant funds received in prior years to complete capital improvement projects in FY26.

Proposed Budget Tax Rate - ~~\$0.526746~~ 0.514172

- ~~1.26~~ (0) cents above current rate (51.41 cents)
 - NNRR – 50.12 cents
 - VATR w/ Unused Increment Rate – 56.72 cents
- Estimated Taxable Value \$6.2B (up \$348M)
 - Includes new construction
 - Takes into account exemptions
 - Includes over 65 freeze ceiling values
 - \$1.3B (up \$35M YOY)
 - 3% growth from prior year
 - Excludes the value of the TIRZs



\$97.9M

Projected new construction value
(up \$15M from last year)



\$409M

Property Values Under Protest (7/25/24)
(\$15M less than last year at certification)



\$22.9M - General Fund (78%)

\$6.5M - Tax Debt Service (22%)

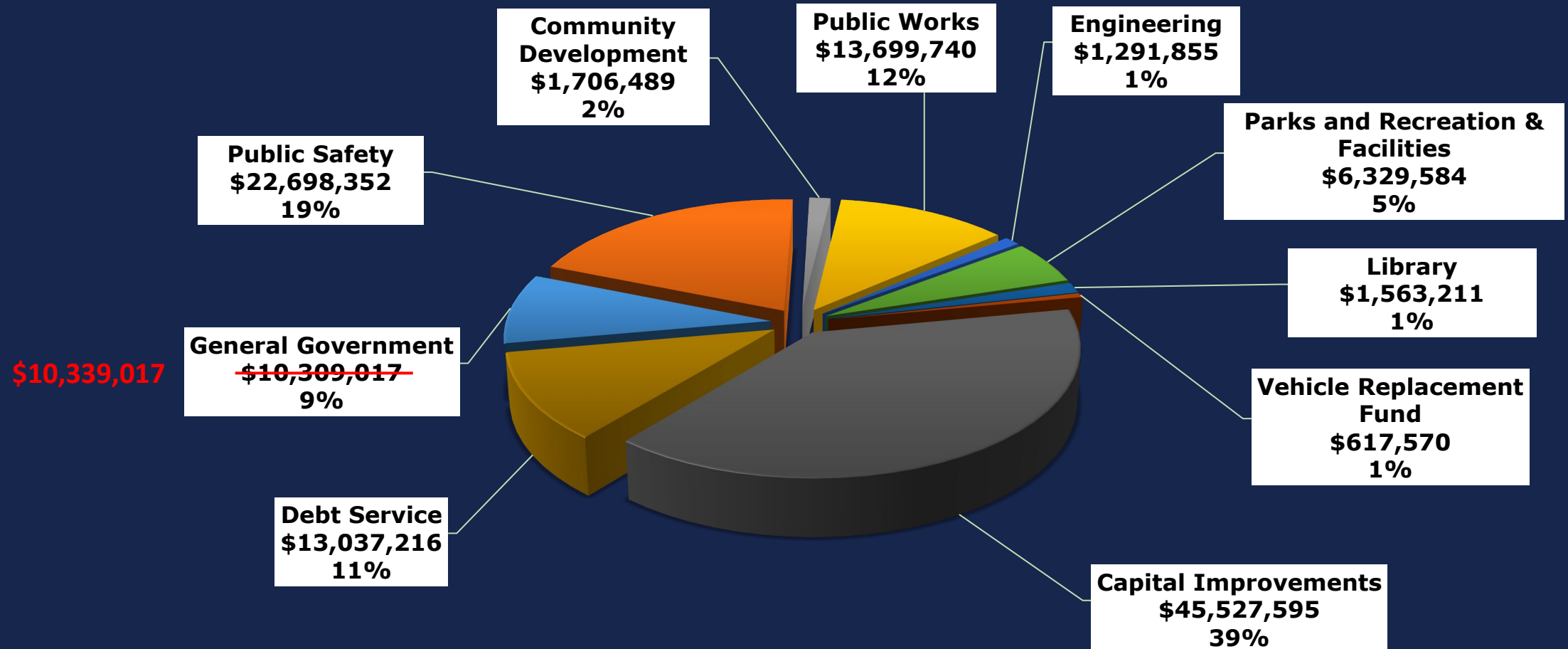
Tax Bill Comparison

Home Value - \$460,000 <i>No change in value from 2024 to 2025</i> Homestead Taxable Value ~ \$368,000 (with 20% homestead exemption)				
	Proposed \$0.526746 (0.514172)	Current \$0.514172	NNRR \$0.501177	VATR* \$0.567235
Monthly Tax Bill	\$161.54 \$157.68	\$157.68	\$153.69	\$173.95
Annual Tax Bill	\$1,938.43 \$1,892.15	\$1,892.15	\$1,844.33	\$2,087.42
Monthly Difference from proposed rate		-\$3.86 \$0.00	-\$7.85 \$3.99	-\$12.41 -\$16.27
Annual Difference from proposed rate		-\$46.28 \$0.00	-\$94.10 \$47.82	-\$148.99 -\$195.27

At the proposed rate, the annual tax bill for a home valued at \$200,000 would increase by ~~\$20.~~ **\$0**

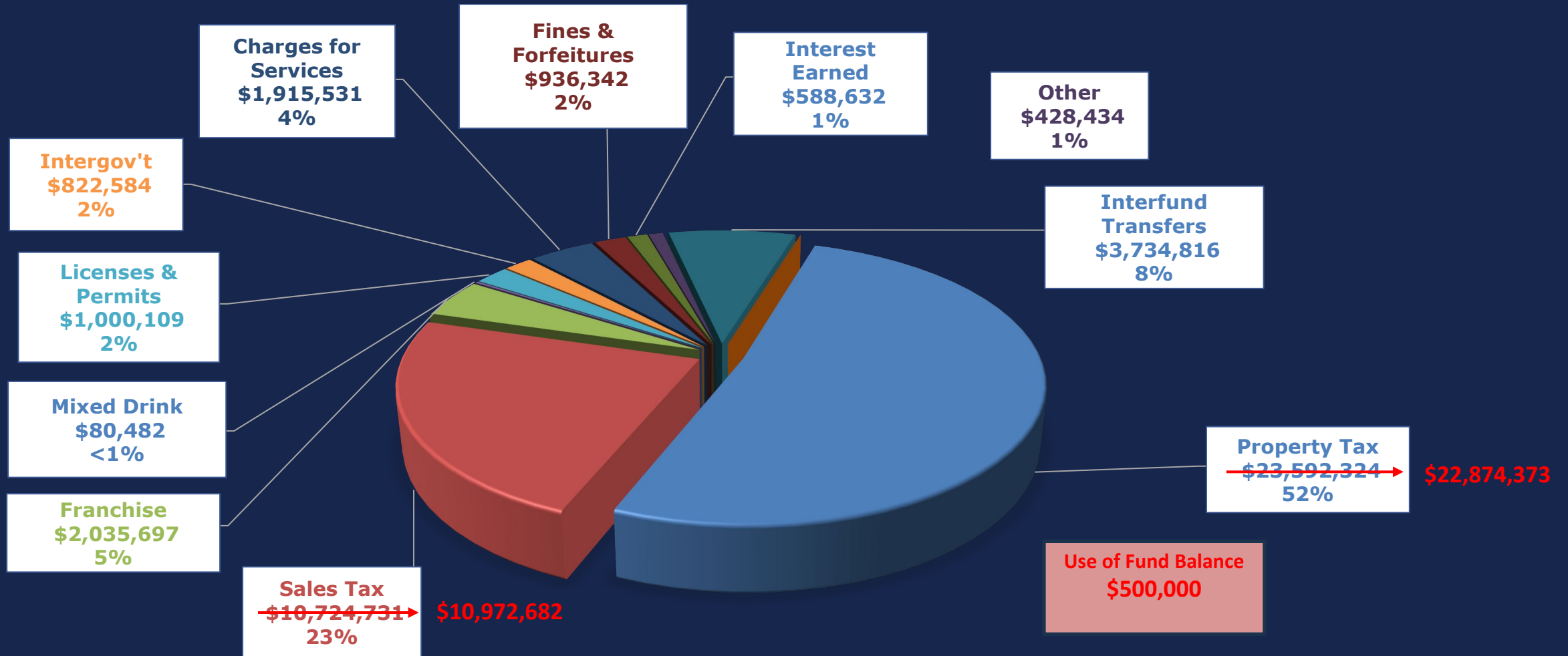
*Includes unused increment of 4 cents.

Total Proposed Expenditures (All Funds) ~ \$116.8M



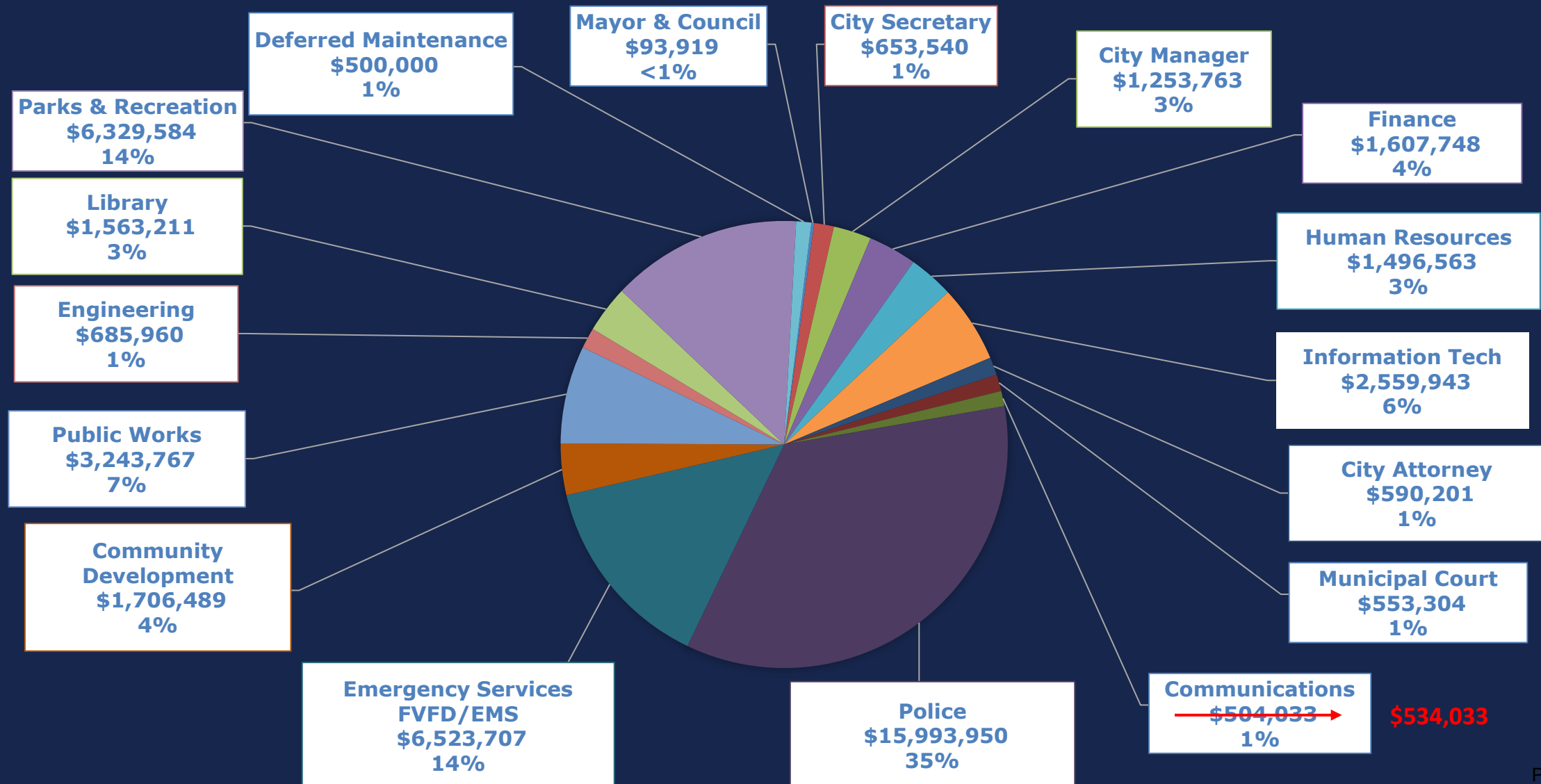
GENERAL FUND

FY 2026 Proposed Revenue (General Fund) ~ \$45.9M



Property taxes to pay down debt (\$6.6M) are recorded in the Tax Debt Service Fund.

FY 2026 Proposed Expenditures (General Fund) \$45.9M



General Fund – Forces At Work (Funded)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Automobile Insurance Increase (27%)	\$0	\$38,191	\$38,191	\$0	\$38,191
City Wide	Real & Personal Property Insurance Increase (14%)	0	11,312	11,312	0	11,312
FIN	Galveston County Appraisal Services	0	67,997	67,997	0	67,997
PD_Patrol	Axon Taser Contract	0	81,087	81,087	0	81,087
PD_Patrol	Drone Monitoring Software	0	11,100	11,100	0	11,100
PD_Comm	Records Specialist (+1.0 FTE)	0	93,001	93,001	0	93,001
FVFD_Fire	FVFD Contract Increase	0	78,810	78,810	0	78,810
DES_Admin	Radio Refresh	0	88,000	88,000	0	88,000
P&R_Pk	Forest Bend Easement Mowing	0	7,000	7,000	0	7,000
P&R_Facilities	Star Services HVAC Contract Increase	0	14,000	14,000	0	14,000
Total Forces at Work		\$0	\$490,498	\$490,498	\$0	\$490,498

General Fund – Decision Packages (Funded)

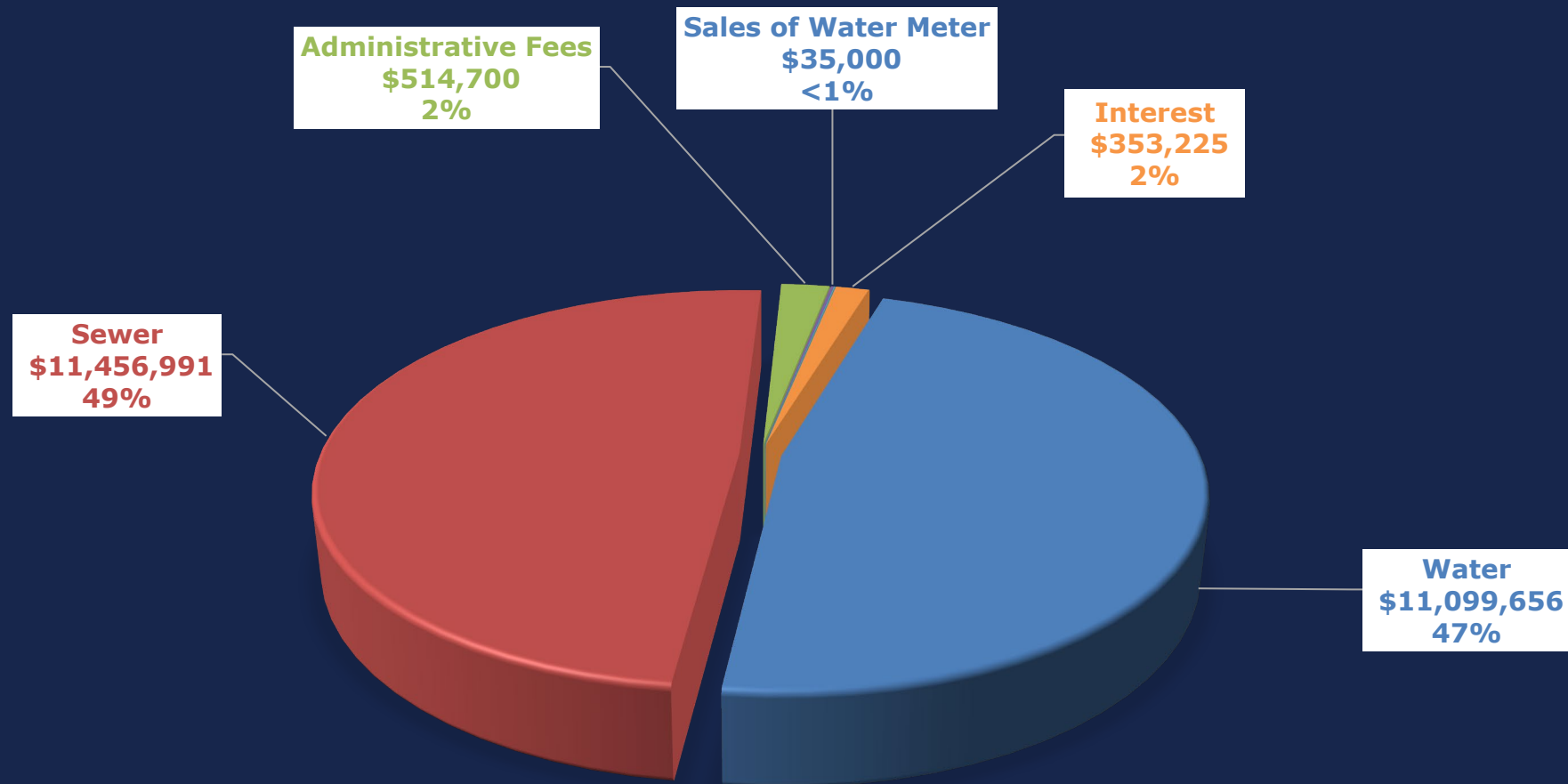
Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Merit 2.75%	\$0	\$858,845	\$858,845	\$0	\$858,845
CAO/PD	Administrative Assistant (+1.0 FTE)	0	89,624	89,624	89,624	0
PD_Comm	Communications Operators (+3.0 FTE)	600	284,705	285,305	0	285,305
DES_EMS	Full-time Paramedic Conversion	0	413,724	413,724	0	413,724
PW_Drainage	Equipment Operator (+1.0 FTE)	2,800	90,947	93,747	0	93,747
PW_Drainage	Maintenance Worker + Vehicle (+1.0 FTE)	75,000	87,259	162,259	0	162,259
PW_Drainage	Maintenance Worker (+1.0 FTE)	0	82,759	82,759	0	82,759
FIN	Accounting Manager (+1.0 FTE)	5,200	136,827	142,027	68,869	73,158
PD_CID	Crime Analyst (+1.0 FTE)	44,500	139,538	184,038	0	184,038
HR	Human Resources Generalist (+1.0 FTE)	0	102,104	102,104	15,316	86,788
P&R_Pk	Weekday Laborer (+1.0 FTE)	0	90,902	90,902	0	90,902
P&R_Admin	Administrative Assistant Position Upgrade	0	18,084	18,084		18,084
CSO	Administrative Assistant (+1.0 FTE)	0	92,765	92,765	46,383	46,382
PW_Drainage	Crew Leader (+1.0 FTE)	0	104,830	104,830	0	104,830
FIN	Electronic Records Solution	0	40,000	40,000	16,000	24,000
CDD_GIS	Geographic Information Systems Analyst (+1.0 FTE)	5,000	100,507	105,507	50,254	55,253
DES_FM	Deputy Fire Marshal II + Vehicle (+1.0 FTE)	65,000	163,728	228,728	0	228,728
PD_AC	Animal Control Officer + Vehicle (+1.0 FTE)	85,400	96,759	182,159	0	182,159
P&R_Pk	Lake Friendswood Fish Feeding & Restocking Program	6,500	3,500	10,000	0	10,000
P&R_Rec	Summer Staff Referral Program	0	2,500	2,500	0	2,500
Total Decision Packages		\$290,000	\$2,799,707	\$3,089,707	\$286,446	\$2,803,261

General Fund – Decision Packages (~~Unfunded~~) **Funded**

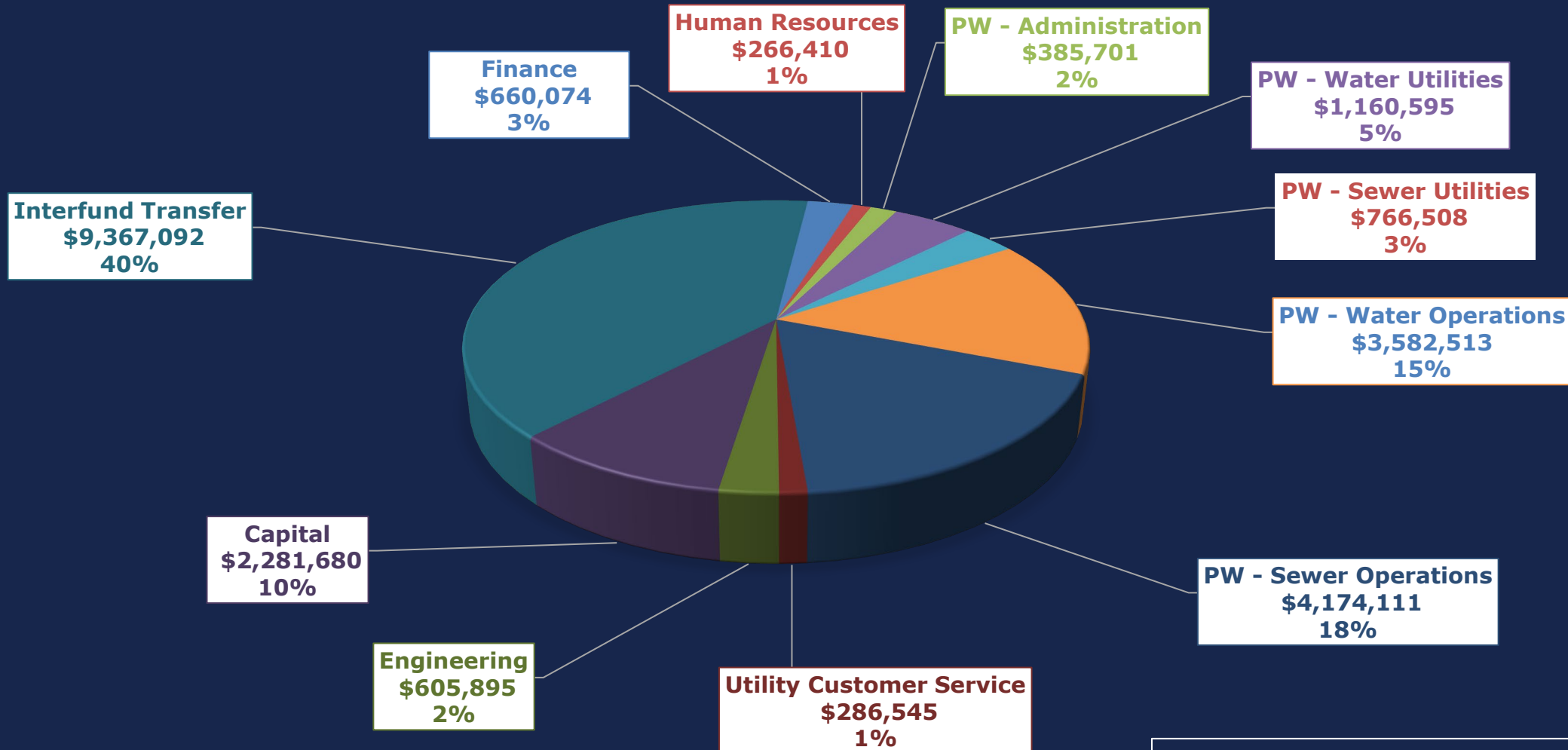
Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
COMM	Social Media Post Boosting	0	30,000	30,000	0	30,000
Total Unfunded Decision Packages for General Fund		\$0	\$30,000	\$30,000	\$0	\$30,000
Total Decision Packages		\$200,000	\$2,700,707	\$3,080,707	\$286,446	\$2,803,261
		\$290,000	\$2,829,707	\$3,119,707	\$286,446	\$2,833,261

WATER & SEWER FUND

FY 2026 Proposed Revenue (W&S Fund) \$23.5M



FY 2026 Proposed Expenses (W&S Fund) \$23.5M



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

Water & Sewer Fund – Forces at Work (Funded)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Automobile Insurance Increase (27%)	\$0	\$8,714	\$8,714	\$0	\$8,714
City Wide	Real & Personal Property Insurance Increase (14%)	0	9,255	9,255	0	9,255
PW_SU	Blackhawk WWTP CIP	991,250	0	991,250	0	991,250
PW_WO	City of Houston Cash Call 42" SETL	990,430	0	990,430	0	990,430
PW_SU	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 4)	441,249	0	441,249	0	441,249
Total Forces at Work		\$2,422,929	\$15,969	\$2,438,898	\$0	\$2,438,898

Water & Sewer Fund – Decision Packages (Funded)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Merit 2.75%	\$0	\$79,078	\$79,078	\$0	\$79,078
FIN	Water & Sewer Transfer for Funded Decision Packages	0	286,446	286,446	0	286,446
PW_WU	Vehicle Replacement Plan Upgrade	32,259	0	32,259	0	32,259
Total Decision Packages		\$32,259	\$365,524	\$397,783	\$0	\$397,783

NEXT STEPS



✓ Key Dates

- ✓ Proposed Budget Delivered – 07/31/2025
- ✓ Budget Work Sessions – 08/04/2025 and 8/13/2025
- ✓ Proposed Budget Public Hearing – 08/25/2025
 - Budget Adoption – 08/25/2025 or 09/08/2025
 - Anticipated Public Hearing on Tax Rate – 09/08/2025
 - Tax Rate Adoption – 09/08/2025

✓ Council Input & Direction Needed

Financial Management Policy

(Recommended revisions in red font)

Introduction

The City of Friendswood assumes an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public.

The main goal of this Policy is to help the City achieve a long-term, stable and positive, financial condition. The City's financial management, as directed by this Policy, is based on the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The purpose of the Policy is to provide guidance for planning and directing the City's daily financial affairs. This Policy provides a framework in pursuit of the following objectives.

Financial Objectives

Revenues

- Design and administer a revenue system that will assure a reliable, equitable and sufficient revenue stream to support desired City services.

Expenditures

- Identify priority services, establish and define appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of these services.

Fund Balance/Retained Earnings

- Maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the City's credit worthiness, as well as its financial position, during times of emergency.

Capital Expenditures and Improvements

- Annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

Debt Management

- Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements, while minimizing the impact of debt payments on current and future revenues.

Investments

- Invest the City's operating cash to ensure its safety, provide necessary liquidity and maximize yield. Return on investment is of least importance compared to the safety and liquidity objectives.

Intergovernmental Relations

- Coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis and support appropriate favorable legislation at the state and federal levels.

Financial Management Policy

(Recommended revisions in red font)

Grants

- Aggressively investigate, pursue and effectively administer federal, state and foundation grants-in-aid, which address the City's current priorities and policy objectives.

Economic Development

- Initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.

Fiscal Monitoring

- Analyze financial data and prepare reports that reflect the City's financial performance and economic condition.

Accounting, Auditing and Financial Reporting

- Comply with prevailing federal, state and local statutes and regulations. Conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA).

Internal Control

- Maintain an environment to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition.

Risk Management

- Prevent and/or reduce financial impact to the City of claims and losses through prevention and transfer of liability.

Budget

- Develop and maintain a balanced budget (defined as a term signifying budgeted expenditures being offset by budgeted revenues), which presents a clear understanding of goals, service levels and performance standards. The document shall, to the extent possible, be "user-friendly" for citizens.

I. Revenues

The City shall use the following guidelines to design and administer a revenue system that will assure a reliable, equitable and sufficient revenue stream to support desired City services.

Balance and Diversification in Revenue Sources

- The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in economic conditions, which adversely impact that source.

User Fees

- For services that benefit specific users, where possible, the City shall establish and collect fees to recover the full direct and indirect cost of those services. City staff shall review user fees on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure and to recommend adjustments where necessary.

Financial Management Policy

(Recommended revisions in red font)

Property Tax Revenues/Tax Rate

- The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation and continued use of user fees and economic development. The City shall also strive to stabilize its tax rate and minimize tax rate increases.

Utility/Enterprise Funds User Fees

- Utility rates and enterprise funds user fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements and provide adequate levels of working capital.

Administrative Services Charges

- The City shall prepare a cost allocation plan annually to determine the administrative services charges due the General Fund from enterprise funds for overhead and staff support. Where appropriate, the enterprise funds shall pay the General Fund for direct services rendered.

Revenue Estimates for Budgeting

- In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year, which otherwise could result in mid-year service reductions.

Revenue Collection and Administration

- The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible to facilitate payment. In addition, since a revenue source should exceed the cost of producing it, the City shall strive to control and reduce administrative costs. The City shall pursue to the full extent allowed by state law all delinquent taxpayers and others overdue in payments to the City.

II. Expenditures

The City shall use the following guidelines to identify necessary services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

Current Funding Basis

- The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

Avoidance of Operating Deficits

- The City shall take immediate corrective action, if at any time during the fiscal year, expenditure and revenue estimates are such that an operating deficit is projected at year- end.

Maintenance of Capital Assets

- Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs and to continue acceptable service levels.

Financial Management Policy

(Recommended revisions in red font)

Periodic Program Reviews

- Periodic program review for efficiency and effectiveness shall be performed. Programs not meeting efficiency or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination.

Purchasing

- The City shall make every effort to maximize any discounts offered by creditors/vendors. The City will follow state law and the City of Friendswood Purchasing Manual **including the amount of purchase requiring** formal bidding procedures and approval by the City Council. For purchases where competitive bidding is not required, the City shall obtain the most favorable terms and pricing possible. **Every effort will be made to include minority owned businesses in the bidding process.**
- The City Manager, or his designee, shall have the authority to approve and sign contracts and/or purchases for budgeted goods or services that do not exceed the state law bid limitation of **\$50,000 \$100,000**. Contracts or purchases for items in excess of the state law bid limit shall be placed on a Council agenda for action authorizing the Mayor, or his designee's, signature.

III. Fund Balance/Working Capital/Net Assets

The City shall use the following guidelines to maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position from unforeseeable emergencies.

General Fund Unassigned Fund Balance

- The City shall strive to maintain the General Fund unassigned fund balance at a minimum of 90 days of prior year audited operating expenditures.
- Any unassigned funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve.
- After the General Fund has gathered sufficient resources, additional unassigned funds will be allowed to accumulate for future General Fund capital improvements.

Unrestricted Net Position of Other Operating Funds; Water and Sewer Working Capital

- In other operating funds, the City shall strive to maintain a positive unrestricted net position to provide sufficient reserves for emergencies and revenue shortfalls. The minimum working capital in the Water and Sewer Fund shall be 90 days of prior year audited operating expenses.
- Any unrestricted funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve.
- After these funds have gathered sufficient resources, additional unrestricted funds will be allowed to accumulate in working capital for future utility/operating fund capital improvements.

Use of Fund Balance/ Working Capital

- Fund Balance/ Working Capital may be used in one or a combination of the following ways:
 - Emergencies;
 - One-time expenditures that do not increase recurring operating costs;

Financial Management Policy

(Recommended revisions in red font)

- Major capital purchases; and
- Start-up expenditures for new programs undertaken at mid-year, provided such action is considered in the context of multiyear projections of program revenues and expenditures.
- Should such use reduce the balance below the appropriate level set as the objective for that fund, the City shall take action necessary to restore the unassigned fund balance or working capital to acceptable levels within three years.

IV. Capital Expenditures and Improvements

The City shall annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

Capital Improvements Planning Program

- The City shall annually review the Capital Improvements Planning Program (CIP), the current status of the City's infrastructure, replacement and renovation needs and potential new projects and update the program as appropriate. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every project, all operation, maintenance and replacement costs shall be fully costed. The CIP shall also present the City's long-term borrowing plan, debt payment schedules and other debt outstanding or planned, including general obligation bonds, revenue bonds and certificates of obligation.

Capital Maintenance Fund

- It shall be the intent of the City to make an annual contribution to the Capital Maintenance Fund primarily through transfers from the General Fund. The purpose of these funds is to accumulate funding for capital improvements including repairs and maintenance. The balance will be evaluated annually to determine which if any capital improvements should be funded. This fund excludes maintenance of assets owned by the Enterprise Fund.

Replacement of City Vehicles

- The City shall annually prepare a schedule for the replacement of its vehicles. Within the resources available each fiscal year, the City shall replace these assets according to this schedule.
- The Vehicle Replacement Fund will purchase all City vehicles. Departments will then make annual contributions to this fund, based on the life expectancy of their equipment, to replace the funds used to purchase vehicles.
- Heavy equipment that cost more than \$50,000 may be funded by one of the capital expenditure financing methods discussed below.

Capital Expenditures Financing

- The City recognizes that there are several methods of financing capital items. It can budget the funds from current revenues; take the funds from fund balance/working capital, as allowed by the Fund Balance/working capital Policy; utilize funds from grants; or it can borrow the money through some form of debt instrument. Debt financing includes general obligation bonds, revenue bonds, certificates of obligation and ~~capital lease agreements~~ public property finance contracts issued under Texas Local Government Code Section 271.005.

Capitalization Threshold for Tangible Capital Assets

Financial Management Policy

(Recommended revisions in red font)

The Government Finance Officers Association (GFOA) recommends that “best practice” guidelines be followed in establishing capitalization thresholds for tangible capital-type items. Accordingly, the following criteria shall be established with the adoption of this policy.

- Individual items costing \$5,000 or more will be capitalized and depreciated according to Governmental Accounting Standards Board rules. This amount will be adjusted as changes are recommended in GFOA’s “best practices” guidelines.
- Tangible capital-type items will only be capitalized if they have any estimated useful life of at least five years following the date of acquisition.
- Groups of assets purchased together (e.g. computers) whose individual acquisition costs are less than the threshold for an individual asset if those assets in the aggregate are significant will be capitalized.
- Adequate control procedures at the department level will be established to ensure adequate control over non-capitalized tangible items.

V. Debt Management

The City shall use the following guidelines for debt financing used to provide needed capital equipment and infrastructure improvements, while minimizing the impact of debt payments on current and future revenues.

Use of Debt Financing

- Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation and ~~capital lease agreements~~ public property finance contracts issued under Texas Local Government Code Section 271.005, shall only be used to acquire capital assets.

Amortization of Debt

- Amortization of debt shall be structured in accordance with a multi-year capital improvement plan. The term of a debt issue will never exceed the useful life of the capital asset being financed.

Affordability Targets

- The City shall use an objective, analytical approach to determine whether it can afford to assume new debt beyond the amount it retires each year. This process shall compare generally accepted standards of affordability to the current values for the City. These standards shall include debt per capita, debt as a percent of taxable value and debt service payments as a percent of current revenues and current expenditures. The process shall also examine the direct costs and benefits of the proposed expenditures as determined in the City’s annual update of the Capital Improvements Planning Program. The decision on whether or not to assume new debt shall be based on these costs and benefits and on the City’s ability to afford new debt as determined by the aforementioned standards.

Sale Process

- The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated bid.

Rating Agencies Presentation

Financial Management Policy

(Recommended revisions in red font)

- Full disclosure of operations and open lines of communication shall be made available to the rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies.

Continuing Disclosure

- The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding issues.

Debt Refunding

- City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. A proposed refunding of debt, for interest cost savings, should provide a present value benefit as a percent of refunded principal of at least 3%.

Continuing Compliance with Federal Tax Covenants

- Arbitrage Compliance

Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

- Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's City Manager (such officer, together with other employees of the Issuer who report to such officer, is collectively, the "Responsible Person") will:
 - Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence;
 - Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;
 - Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.
- Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

Financial Management Policy

(Recommended revisions in red font)

- Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
- Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
 - Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
- Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
 - Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
 - Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.
- Private Business Use

Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

- Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;
- Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
- Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

Financial Management Policy

(Recommended revisions in red font)

- Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the Project.

- Record Retention

The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

- Responsible Persons

Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking Council approval to engage or utilize existing advisors and agents for such purposes.

V. Investments

The City's cash shall be invested in such a manner so as to ensure the absolute safety of principal and interest, to meet the liquidity needs of the City and to achieve the highest possible yield in accordance with the City's Investment Policy. Interest earned from investments shall be distributed to the City's funds from which the money was provided.

VI. Intergovernmental Relations

The City shall coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis and support appropriate favorable legislation at the state and federal levels.

Interlocal Cooperation in Delivery of Services

- In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the costs of services, to share facilities and to develop joint programs to improve service to its citizens.

Legislative Program

Financial Management Policy

(Recommended revisions in red font)

- The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that mandates additional City programs or services and does not provide the funding necessary for implementation.

VII. Grants

The City shall seek to obtain and effectively administer federal, state, and local grants that address the City's current and future priorities and policy objectives identified by City Council.

- Allowability of Costs
 - Grant funds must be expended for the programs, activities, and strategies that meet the needs of the citizens served. All applicable requirements of the Federal and grant funds regulations, other applicable laws and regulations, and the Uniform Guidance apply to the use of Federal awards. All costs must be reasonable and necessary to carry out the intent of the award/program.
 - The Department Director or his/her designee shall review invoices to ensure costs meet the following general criteria to be allowable under 2 CFR 200:
 - Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
 - Be allocable to Federal awards under the provisions of the Uniform Guidance.
 - Be authorized or not prohibited under State or local laws or regulations.
 - Conform to any limitations or exclusions set forth in these principles, Federal laws, terms, and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
 - Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the City.
 - Be accorded consistent treatment. A cost shall not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
 - Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles (GAAP).
 - Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation. See 2 Code of Federal Regulations (CFR) 200.306(b).
 - Be the net of all applicable credits.
 - Be adequately documented. See 2 CFR 200.300 through 200.309.
 - Cost shall be incurred during the approved budget period. The Federal awarding agency is authorized, at its discretion, to waive prior written approvals to carry forward unobligated balances to subsequent periods pursuant to 2 CFR 200.308 (e)(3).
- Reasonable Costs
 - A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominantly federally funded. In determining reasonableness of a given cost, consideration must be given to:
 - Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the proper and efficient performance of the Federal award.

Financial Management Policy

(Recommended revisions in red font)

- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws and regulations; and terms and conditions of the Federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the Federal Government.
- Significant deviations from the established practices and policies of the City which may unjustifiably increase the Federal award's cost.
- Allocable Costs
 - A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. This standard is met if the cost:
 - Is incurred specifically for the Federal award;
 - Benefits both the Federal award and other work of the governmental unit and can be distributed in proportions that may be approximated using reasonable methods; and
 - Is necessary to the overall operation of the governmental unit and is assignable in part to the Federal award in accordance with the principles in this subpart.
 - All activities which benefit from the governmental unit's indirect facilities & administrative (F&A) cost, including unallowable activities and donated services by the governmental unit or third parties, will receive an appropriate allocation of indirect costs.
 - Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.
 - This prohibition would not preclude the governmental unit from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
 - The City shall recover indirect costs to the maximum amount allowed by the funding source. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.
 - Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.
 - Direct cost allocation principles are applicable:
 - If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit.
 - If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding the Uniform Guidance, the costs may be allocated or transferred to benefited projects on any reasonable documented basis.
 - Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2CFR 200.310 through 200.316 and 200.439.

Financial Management Policy

(Recommended revisions in red font)

- If a contract is subject to Cost Accounting Standards (CAS), costs must be allocated to the contract pursuant to the CAS. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over other allocation provisions in this part.

Accounting Control of Purchases and Invoices

- Invoices shall be submitted to the relevant department head for approval. His or Her review shall include verification of work/quantities completed and to ensure no duplication of work exists. The department representative will consult with appropriate staff, consultants, and agencies to determine eligibility of proposed costs.
- The Finance department shall keep a detailed ledger identifying the budgeted funds for each program as well as a list of all expenditures to determine allowability of costs. Expenditures will be compared to the budget prior to approval to ensure costs are within budgeted amounts.
- Once approved, invoices shall be provided to the Finance department for processing and submittal to appropriate agency (if applicable) and for issuance of checks or electronic payment consistent with existing financial policies. The Finance department will then send to the appropriate vendor in accordance with the terms of the contract and in accordance with program requirements.
- All purchases made shall be pursuant to written or electronic authorization from the Department Director or agency whose appropriation will be changed, and no contract or order shall be issued to any seller unless and until the Finance department verifies that there is to the credit of such department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or purchase order is to be issued.

Grant Review

- The City shall review all grant submittals requiring an in-kind match requirement to determine their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. If there is a cash match requirement, the source of funding shall be identified and approved prior to application.
- Prior to submission, all grant requests will be reviewed by the Finance department to ensure the benefits to the City exceed the administrative costs incurred throughout the life of the grant.

Grant Program Termination

- The City shall terminate grant-funded programs and associated positions as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.

VIII. Economic Development

The City shall initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.

Commitment to Expansion and Diversification

- The City shall encourage and participate in economic development efforts to expand Friendswood's economy and tax base, to increase local employment and to invest when there is a defined, specific long-term return. These efforts shall not only focus on new areas, but on established sections of the City where development can generate additional jobs and other economic benefits.

Tax Abatements

Financial Management Policy

(Recommended revisions in red font)

- The City of Friendswood is committed to the promotion of quality development in all parts of the City. On a case-by-case basis, the City will give consideration to providing tax abatement on the increment in value added to a particular property by a specific development proposal, which meets the economic goals and objectives of the City.
- The tax abatement shall not apply to any portion of the inventory or land value of the project.
- Tax abatement may be offered on improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant.
- Tax abatement will not be ordinarily considered for projects which would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement.

Increase Non-Residential Share of Tax Base

- The City's economic development program shall seek to expand the non-residential share of the tax base to decrease the tax burden on residential homeowners.

Coordinate Efforts With Other Jurisdictions

- The City's economic development program shall encourage close cooperation with other local jurisdictions to promote the economic well-being of this area.

IX. Fiscal Monitoring

Reports shall be prepared and presented on a regular basis that analyze, evaluate and forecast the City's financial performance and economic condition.

Financial Status and Performance Reports

- Monthly reports shall be prepared comparing expenditures and revenues to original and amended budgets. Explanatory notes will be included, as needed.

X. Accounting, Auditing and Financial Reporting

The City shall comply with prevailing local, state and federal regulations. Its accounting practices and financial reporting shall conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA). The City Council shall select an independent firm of certified public accountants to perform an annual audit of its accounting and financial reporting practices.

XI. Internal Control

The Director of Finance is responsible for developing citywide, written guidelines on accounting, handling of cash and other financial matters. The Director of Finance will assist Department Directors as needed, in tailoring these guidelines into detailed written procedures to fit each department's specific requirements.

Each Department Director is responsible to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented and that all independent auditor internal control recommendations are addressed.

XII. Risk Management

The City will utilize a safety program, an employee health program and a risk management program to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where

Financial Management Policy

(Recommended revisions in red font)

appropriate. Prevention of loss through the safety program and the employee health program will be employed.

XIII. Operating Budget

The City shall establish an operating budget that shall link revenues and expenditures to City Council goals, service and performance standards.

Any transfer of intradepartmental appropriations shall be authorized, in writing, by the City Manager. Transfers from personnel expenditure category line items to non-personnel expenditure category line items of the adopted budget are permitted, with City Manager approval, when the expense for which the transfer is made is directly related to personnel. No transfer of more than \$50,000 shall be authorized by the City Manager without prior approval of the City Council. Written justification shall be attached to each request to the City Manager for a transfer of appropriation and, if authorized, the written justification shall be attached to the City Manager's written authorization. All applicable bidding and purchasing laws shall be followed. New capital projects or projects not otherwise provided for in the budget shall not be funded through transfers.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Discuss and take action concerning the City of Friendswood's Proposed FY2025-26 Municipal Budget.

Originating Department: Finance

Degree of importance: Critical importance.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to discuss the City of Friendswood's Proposed FY2025-26 Municipal Budget and the input received at the public hearing and to take action as required by Section 102.007 of the Texas Government Code.

Specifically, such section requires that at the conclusion of the public hearing on the municipal budget, the City Council "take action on the proposed budget." As such, the Council may at this time either:

1. vote to approve the proposed budget and then separately ratify the property tax increase reflected in the adopted budget, or
2. postpone the approval of the budget until September 8, 2025, the date the City Council is scheduled to consider the adoption of the tax rate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the Local Government Code and the City Charter.

RECOMMENDATIONS

Staff recommends approval of the proposed FY2024-25 municipal budget.

ATTACHMENTS

1. Ordinance - Budget Adoption
2. Exhibit A - FY2025-2026 Proposed Budget Summary

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR FISCAL YEAR 2025-26; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATED THERETO; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

WHEREAS, on July 31, 2025, the City Manager submitted to the City Council a proposed budget of the expenditures of the City of Friendswood for the fiscal year 2025-26 along with an accompanying budget message, a summary copy of which is attached hereto as Exhibit "A" and is made a part hereof; and

WHEREAS, on August 4, 2025, the City Council called a public hearing on the budget for August 25, 2025, at 5:30 p.m. in the Council Chamber of the Friendswood City Hall; and

WHEREAS, after posting proper notice, the City Council, on August 25, 2025, conducted a public hearing on the proposed budget, at which hearing any person had the opportunity to be present and participate in the hearing; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as, in the City Council's judgment, were warranted and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, in accordance with Section 8.03(a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2025-26 fiscal year, and has determined that the proposed budgeted expenditures will not exceed total estimated income plus funds available from prior years; 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. In accordance with Section 8.03(e) of the City Charter, the City Council hereby approves and adopts the budget for the ensuing fiscal year beginning October 1, 2025, and ending September 30, 2026, as finally submitted to the City Council by the City Manager, a copy of which is on file with the City Secretary.

Section 3. In support of said budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues

of the City that will be received in the treasury during the fiscal year 2025-26, the amounts set forth in said approved budget for the various purposes stated therein. The total amounts now thus appropriated and the funds from which the same are derived are as follows and are further summarized in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes:

Beginning Fund Balance 10/1/2025	\$90,288,216
Total Revenues	\$85,141,489
Total Resources Available for Appropriation	\$175,429,705
Total Expenditures and Other Financing Uses	\$116,810,629
Ending Fund Balance.....	\$58,619,076

Section 4. This ordinance shall remain in full force and effect from and after its passage and approval by the City Council, and it shall be published in accordance with law.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative, record vote of the City Council of the City of Friendswood on this the 25th day of August, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

"Exhibit A"
CITY OF FRIENDSWOOD
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2025-2026

	PROPOSED BUDGET
REVENUES	
Taxes	46,215,231
Charges for Services	25,382,718
Permits and Licenses	1,000,109
Fines	992,742
Intergovernmental Revenues	7,148,502
Interest	2,240,380
Vehicle Lease Reimbursements	1,263,375
Miscellaneous Receipts	898,432
TOTAL REVENUES	85,141,489
Fund Balance Used or (Carried Forward)	
General Fund	500,000
Police Investigation Fund	(4,175)
Community Development Block Grant Fund - Harris County	-
Community Development Block Grant Fund - Galveston County	-
2021 Coronavirus State & Local Fiscal Recovery Grant Fund	(25,000)
2022 Community Development Block Grant - Mitigation	-
Hazard Mitigation Grant Program - DR4485	-
Fire/EMS Donation Fund	23,551
Friendswood Tax Increment Reinvestment Zone #1	(8,558)
Friendswood Tax Increment Reinvestment Zone #2	(38,518)
Municipal Court Fund	4,711
Tax Debt Service Fund	(74,285)
2016/2017 GO Bond Funds	-
2020 GO Bonds Fund	-
2021 GO Bonds Fund	(98,000)
2023 GO Bonds Fund	13,900,000
Sidewalk Installation Fund	(207)
Capital Maintenance Fund	(511,044)
Park Land Dedication Fund	(55,660)
Streets Improvement Fund	665,340
Fwd Downtown Economic Development Improvements Fund	(989,470)
1776 Part Trust Fund	(421)
Water & Sewer Operations Fund	67,254
2016 Water & Sewer Bond Construction Fund	-
2018 Water & Sewer Bond Construction Fund	-
2021 Water & Sewer Bond Construction Fund	-
2025 Water & Sewer Bond Construction Fund	18,898,816
Water Impact Fees	48,718
Sewer Impact Fees	154,103
Water and Sewer Revenue Debt Service	(79,100)
Vehicle Replacement Plan Fund	(708,915)
	31,669,140
Total Resources Available	116,810,629
EXPENDITURES	
General Government	10,339,017
Public Safety	22,698,352
Community Development	1,706,489
Public Works	13,699,740
Engineering	1,291,855
Parks & Recreation	6,329,584
Library	1,563,211
Vehicle Replacement Fund	617,570
Capital Improvements	45,527,595
Debt Service	13,037,216
TOTAL EXPENDITURES	116,810,629
REVENUES OVER (UNDER) EXPENDITURES	-
BEGINNING FUND BALANCE	90,288,216
ENDING FUND BALANCE	58,619,076

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider ratifying the property tax increase reflected in the City of Friendswood's Budget for Fiscal Year 2025-2026.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Pursuant to Section 102.007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the property tax increase reflected in the budget since the budget will require raising more revenue from property taxes than in the previous year. This vote is separate and distinct from the vote adopting the budget and the vote on the tax rate required by Chapter 26 of the Texas Tax Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the State regulations and Truth-in-Taxation guidelines

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/13/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving an Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the closure of FM518 (S. Friendswood Drive) between FM 2351 and Clearview Ave for the Friendswood High School Homecoming Parade on October 2, 2025, between the hours of 6:30 p.m. and 7:00 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood ISD Homecoming Parade
2. Exhibit A - Agreement - TxDOT FHS Homecoming 2025 Street Closure

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Clearview Drive for the Friendswood High School Homecoming Parade to be held on October 2, 2025, between 6:30 p.m. and 7:00 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood sought to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Clearview Drive for the above-referenced parade; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council authorizes the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood High School Homecoming Parade to be held on October 2, 2025, between 6:30 p.m. and 7:00 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 25th day of August, 2025.

MIKE FOREMAN, Mayor

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: August 25, 2025

Date submitted: 08/07/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving Change Order No. 2 for the Utility Relocates at the Clear Creek Utility Bridge Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows City Council to approve Change Order No. 2 for the Utility Relocates at the Clear Creek Utility Bridge Project, in the amount of \$52,417.

On January 6, 2025, the City awarded the contract to Cracon, Inc. The City of Friendswood undertook the Utility Relocates at Clear Creek Utility Bridge Project to ensure the reliable operation of critical utility infrastructure and enhance flood resilience in the area. This project involves the relocation of approximately 1,004 linear feet of force main and 940 linear feet of water line, implemented via horizontal directional drilling and open-cut construction, as well as the demolition of the existing utility bridge.

At the time of bidding, no concerns were identified regarding site access and egress through the Blackhawk Waste Water Treatment Plant. However, upon mobilization, the Gulf Coast Authority (GCA) determined that additional buffer zones and precautionary measures were necessary to protect an adjacent UV disinfection system and associated underground piping. These measures required the Contractor to provide crane matting to disperse point loads from heavy equipment, as well as steel plating to safely cross past Texas Commission on Environmental Quality (TCEQ) sample wells.

The costs associated with this change order are the result of unforeseen site conditions and reflect the City's good-faith efforts to collaborate and ensure the successful completion of the project while safeguarding existing infrastructure.

This project is funded by the Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the Texas General Land Office (GLO). The project complies with federal regulations, including the Davis-Bacon Act for prevailing wage requirements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Cracon Form 1295 CO #2

2. Cracon Gov Code Verification
3. Change Order #2 Site Plan Change

Project: 2024-14 - Utility Relocates at Clear Creek Bridge
Friendswood, Texas 77546

DRAFT

Contract Change Order #002: Change Order #2 Plant Site Plan Changes

CONTRACT COMPANY:	Cracon, Inc. 2007 W. State Highway 6 Alvin, Texas 77511	CONTRACT FOR:	25001141:Utility Relocates at Clear Creek Utility Bridge
DATE CREATED:	8/11/2025	CREATED BY:	Heather Van Dine (CITY OF FRIENDSWOOD)
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	4 days
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$52,417.00

DESCRIPTION:

CE #001 - RFI #3 Plant Site Plan Changes

Due to site constraints as expressed by GCA post bid, the City had to provide measures to protect GCA infrastructure while accessing areas within scope of this project. The attached costs are to permanently facilitate the measures described in RFI #3.

ATTACHMENTS:

Cracon Proposal Site Plan Changes.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	15700.C Temporary Controls.Construction Services	RFI #3 - Plant Site Plan Changes	1.0	ls	\$52,417.00	\$52,417.00
Grand Total:						\$52,417.00

The original (Contract Sum)	\$ 1,473,835.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,473,835.00
The contract sum would be changed by this Change Order in the amount of	\$ 52,417.00
The new contract sum including this Change Order will be	\$ 1,526,252.00
The contract time will be increased by this Change Order by 4 days.	

City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Cracon, Inc.
2007 W. State Highway 6
Alvin, TX 77511

City Manager DATE



SIGNATURE DATE

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/12/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Fiscal Year 2023 application for a Partnership Project for Harris County Precinct 2 was selected for continuation of construction of Blackhawk Boulevard from Geneva Drive to FM 2351 and Thursa Lane to FM 528. Precinct 2 has awarded the City \$3,392,686 to match the City's contribution of approximately \$3,392,686, for a total project projected cost of \$6,785,372. The City entered into a Professional Services Agreement with HDR Engineering, Inc., for the engineering services related to the Blackhawk Boulevard Reconstruction Phase 2-C Project (the "Phase 2-C Project").

This First Amendment amends the above-referenced agreement for design services necessary to repackage the east half of the Blackhawk Boulevard from Phase 2-B Project (Geneva Drive to approximately 400 feet south of Pennystone Way) into Phase 2-C Project. The cost associated with this amendment is \$79,990, which will be paid from the Phase I Tender received from Liberty Mutual Insurance Company pursuant to the Tender, Release, and Substitution Agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment to Professional Services Agreement for B-C
2. Form 1295 Certificate - HDR
3. Government Code Verifications Form - HDR
4. COI Exp 06-01-2026
5. COI Professional Liab Exp 06-01-2026

**FIRST AMENDMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to the Professional Services Agreement between the City of Friendswood and HDR Engineering, Inc., dated December 5, 2023, is made by and between the same parties on the date hereinafter last specified for the Repackage Design, Phase I updated Environmental Site Assessment ("ESA") and Soil Management Plan, Bid, and Construction Administration Phase Services for Blackhawk Boulevard Reconstruction Phase II-C Project (the "Project").

W I T N E S S E T H:

WHEREAS, the City of Friendswood (the "City") and HDR Engineering, Inc. (the "Professional") did enter into the Professional Services Agreement for the Project, dated December 5, 2023, in an amount not to exceed FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 80/100 DOLLARS (\$510,749.80) (the "Agreement"); and

WHEREAS, the City and the Professional desire to amend the Agreement to repackage the remaining work for Blackhawk Boulevard Package II-B that was not completed due to the default of the contractor and add it into the Package II-C construction contract for SEVENTY-NINE THOUSAND NINE HUNDRED NINETY AND NO/100 DOLLARS (\$79,990.00);

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 First Amendment shall have the same meanings as in the Agreement.
2. Amendments.
 - a. Section 5 "Compensation and Method of Payment," Subsection a "Compensation" of the Agreement is hereby amended to read as follows:
 5. Compensation and Method of Payment.
 - a. Compensation.

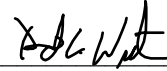
It is agreed that total fees for the Scope of Services, including reimbursable expenses, described in Exhibit "A" shall not exceed the sum of FIVE HUNDRED NINETY THOUSAND SEVEN HUNDRED THIRTY-NINE AND 80/100 DOLLARS (\$590,739.80) and as more particularly detailed in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.
 - b. Exhibit "A" of the Agreement is hereby amended and replaced with a revised Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

- c. Exhibit "B" of the Agreement is hereby amended and replaced with a revised Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.
- d. Exhibit "C" of the Agreement is hereby amended and replaced with a revised Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes.
3. Entire Agreement. The provisions of this First Amendment and 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 First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
4. Interpretation. This First Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this First Amendment.
5. Captions. Captions contained in the Agreement and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
6. No Waiver. By this First Amendment, 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 First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this ____ day of August 2025, the date of execution by the City Manager.

HDR ENGINEERING, INC.

By:



(Signature)

David C. Weston

(Printed Name)

Vice President

(Title)

ATTEST:



(Signature)

Elizabeth C. Hoffman

(Printed Name)

Assistant Secretary

(Title)

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

H:\Engineering\Professional Service Contracts\Engineers\HDR Engineering\Blackhawk Boulevard Reconstruction Phase II Repackage C\FirstAmendment.doc\

Exhibit "A"

A. PROJECT INFORMATION

1. Project Information for Agreement. The Professional completed the design of Blackhawk Boulevard Reconstruction Phase II in July 2019. This package was shelved due to the construction funds that were not available. Recently, Harris County indicated to the City that they plan to participate in funding to complete the remaining sections of Blackhawk Boulevard. Phase II-B segment is from where the Package A limits end (approximately Sta. 31+15) through Geneva intersection (approx. Sta. 20+00). Design for Phase II-B has been completed and this segment of Blackhawk Boulevard is currently under construction.

The Professional under this Agreement shall perform one (1) design package for Phase II-C. Phase II-C is approximately from Geneva Drive to FM 2351 (0.39-mile) and Thursa Lane to FM 528 (0.16-mile). Due to budget constraints, Package C was postponed until fiscal year 2024. The Project includes paving, drainage, and water line. As part of this Project, a segment of the proposed 24" transmission water main alignment is proposed along Blackhawk Boulevard between FM 2351 and Edenvale Street. This transmission main is to be designed and constructed concurrently with the reconstruction project to minimize inconvenience to residents.

In April 2017, the Professional completed a Phase I Environmental Site Assessment (Phase I ESA) for the length of Blackhawk Boulevard including the limits of Package C. Several RECs (four gas station sites and one dry cleaner site) were identified within the boundaries of Package C. In February 2023, the Professional completed an updated Phase I ESA for the length of Blackhawk Boulevard including the limits of Package C. During this Phase I ESA, one additional REC, a dry cleaner site, was identified. Through the review of the identified RECs in relation to the project limits, the Professional completed a Phase II ESA within the vicinity of the RECs in March 2023. The City of Friendswood has requested a proposal for an updated Phase I ESA to provide valid CERCLA defenses ("innocent landowner" and "bonafide prospective purchaser" protections) for the existing RECs, modify any exiting RECs and determine the presence of any additional RECs with potential to impact the project limits. In addition, the ESA II for the project area recommended a Soil Management Plan to assist with project and construction related activities.

2. Project Information for First Amendment. The First Amendment expands the scope of work to include the Professional's performance of an as-built survey of the construction work that was completed on Package II-B, repackage the plans to incorporate the remaining work to the Package II-C plans, prepare updated specifications, Opinion of Probable Construction Cost and provide additional construction administration.

B. SCOPE OF SERVICES

1. Basic Services. The Professional shall provide the following scope of services after the City's issuance of a notice to proceed:

a. Design Phase Services

The Professional shall perform the following Design Phase Services for Blackhawk Boulevard Reconstruction Phase II-C from Geneva Drive to FM 2351 and Thursa Lane to FM 528:

- (1) Project Management and Meetings
 - (a) Perform project management activities throughout the duration of the project design.
 - (b) Attend one (1) kick-off meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.
 - (c) Host one (1) internal kick-off meeting, which includes the creation of an agenda and formulation of meeting minutes.
 - (d) Coordination with subconsultant (Garver) on the final design phase of the 24-inch water transmission line.
 - (e) Attend one (1) 60% submittal review meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.
 - (f) Attend one (1) 90% submittal review meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.
- (2) Quality Control
 - (a) Perform a 60% Quality Assurance/Quality Control review.
 - (b) Perform a 90% Quality Assurance/Quality Control review.
 - (c) Perform a 100% Quality Assurance/Quality Control review.
- (3) Repackage Design 1.3.1 60% Submittal
 - (a) Coordinate with respective entities to request utility information and include in the Computer Aided Drafting (CAD) drawings.
 - (b) Update front-end plan sheets to reflect the updated project limits. (Plans sheets include cover sheet, index, general notes, survey control map, project layouts, and drainage area map).
 - (c) Update Plan and Profile (P&P) sheets to include revised tie-in locations for paving, drainage, and water lines.
 - (d) Incorporate design plan of Garver's 24-inch water transmission line design into plan sheets.
 - (e) Review and incorporate plan and profiles.
 - (f) Perform a site visit to observe updated changes and to walk the 24" water transmission line alignment with City and Garver.
 - (g) Update Storm Water Pollution Prevention Plan (SWPPP) notes, layouts, and details.
 - (h) Review and update back-end plans (City's details).
 - (i) Show limits of tree protections in plan sheets. Determine if additional tree protection plans are needed for the 24" water transmission line.
 - (j) Perform quantity take-off, unit price research, and develop Opinion of Probable Construction Cost (OPCC).
 - (k) Compile list of required specifications.
 - (l) Address QA/QC comments.

- (m) Complete 60% project submittal.
- (4) 90% Submittal
 - (a) Incorporate 60% comments from the City into the design plans.
 - (b) Adjust the Traffic Control Plan (TCP) to updated project limits while incorporating the 24-inch water line phasing and details.
 - (c) Temporary Signal Layout/Details for the mast arm at FM 2351 and span wire at FM 528.
 - (d) Update the signing and marking plan, including details.
 - (e) Update the front-end documents, special conditions, measurement and payment, and technical specifications with the City's specifications.
 - (f) Perform quantity take-offs, unit price research, and update the OPCC.
 - (g) Address QA/QC comments.
 - (h) Complete 90% project submittal.
- (5) Final Submittal
 - (a) Incorporate 90% comments from the City into the design plans.
 - (b) Perform quantity take-off and OPCC adjustments with an independent person for accuracy.
 - (c) Update the City's specifications for bidding purposes.
 - (d) Address QA/QC comments.
 - (e) Finalize Construction Documents and submit to the City.
 - (f) Fill out the Texas Department of Licensing and Regulation (TDLR) application for submittal.

b. Bid Phase Services

The City will enter into this phase after the acceptance of the Design Phase documents for Phase II-C. The Professional shall:

- (1) Assist the City in obtaining bids for the project from qualified bidders. The City will advertise the project and will absorb all related advertising costs. The Professional will coordinate with the City and will assist in developing the wording of the advertisement.
- (2) Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
- (3) Distribute construction documents from the Professional's office to potential bidders. During the bidding process, provide information to and answer questions from potential bidders concerning the Project's bidding documents and prepare addendums as necessary.
- (4) Attend one (1) bid opening that will be held in person.
- (5) Create bid tabulations, evaluate the bids and the qualifications of the apparent low bidder and provide a Letter of Recommendation to the City as to the acceptability of the apparent low bidder.
- (6) Review and check the bids for any mathematical errors.
- (7) Prepare a Letter of Recommendation to be submitted to the City.
- (8) Attend one (1) City Council Meeting for Awarding of Contract.

c. Construction Administration (Estimated 18-month duration)

- (1) The Professional will perform project management responsibilities as necessary throughout construction phase.
- (2) The Professional will prepare contracts for execution.
- (3) Attend one (1) pre-construction meeting and generate meeting minutes.
- (4) Review and respond accordingly to contractor submittals (assume 30) as required by the contract specifications.
- (5) Attend one (1) monthly meeting (assume up to 18 meetings).
- (6) The Professional will perform site visits (approximately 18 times) at various stages to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Detailed measurements and investigations are not part of this task. Site representation is not included as part of Construction Administration.
- (7) The Professional will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). The Professional's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but the Professional will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations, the Professional will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in such work and may recommend the City disapprove or reject work failing to conform to the Contract Documents.
- (8) Prepare monthly meeting agenda and meeting minutes. Meeting minutes will be distributed after each meeting.
- (9) Review the contractor's pay estimates (assume 18) based on City's and Contractor's verified quantities and make payment recommendations to the City.
- (10) Review and respond to contractor Request for Information (RFI) as necessary. The Professional will assume 10 RFIs.
- (11) Prepare change orders (assume 4) necessitated by field conditions or at the City's direction.
- (12) Conduct an initial walk-through of the Project at completion, create walkthrough punch list, and attend final walkthrough.
- (13) Assist with project closeout process.
- (14) Provide one (1) set of reproducible record plans (As-Builts) in an electronic format based on the red-line drawings provided to the Professional by the Contractor(s) and verified by the City inspector.

2. Special Services: The Professional shall provide the following scope of services only after the City's issuance of a notice to proceed for each special service:

- a. Redesign through lane on Blackhawk Boulevard at FM 528 and Coordination with the Developer and Texas Department of Transportation (TxDOT).

From the meeting with City and developer who is extending Blackhawk Blvd east of FM 528, the developer requested that the Professional redesign the median to add a through lane. This task would include design, coordination and meetings for proposed through lane with developer and TxDOT.

b. TxDOT permitting at FM 2351 and FM 528

This task is to include the permit to add the through lane on Blackhawk Blvd at FM 528. This may require a street tie-in permit. This task would also include coordination and meetings to obtain approval for proposed traffic control and temporary signals from TxDOT. These costs do not include any potential fees associated for obtaining approval. The City will be responsible for any fees if required for the reviewing entity.

c. Phase I Environmental Site Assessment (Phase I ESA) Update

The Professional shall update the Phase I ESA to be prepared in accordance with the American Society for Testing and Materials (ASTM) E1527-21 Standard Practice for Phase I ESAs. The goal of the Phase I ESA is to update and identify RECs within and in the vicinity of the project limits that may adversely affect the City's future use of the project limits or cause potential long-term environmental compliance obligations. One of the goals of completing a Phase I ESA is to provide "innocent landowner" and "bonafide prospective purchaser" protections afforded by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and all appropriate inquiry protocols. Due to the age of the current ESA nearing one (1) year at the time of this executed contract, a new Phase I ESA is required.

The Phase I services will be completed pursuant to ASTM E1527-21 standards. Information can be used as supporting documentation to design or construction documents and bid packages to properly cost and provide appropriate health and safety.

(l) Subtasks in the Phase I ESA include:

- (a) The Professional will order and review database reports for the vicinity of the project limits pursuant to the ASTM standard radius distances and databases. The database report will conform to ASTM standards.
- (b) Two of the Professional's scientists shall conduct a site visit that will include review of the project limits from public venues. The Professional does not anticipate entering into structures or private parcels along the corridor unless access has been granted.
- (c) The Professional shall review historic aerial photographs and topographic maps of the project limits.
- (d) The Professional will prepare a draft of the updated Phase I ESA report. The report will be transmitted in electronic (PDF) formats. The following information will be included in the update report:
 - Site soils, vegetation, and drainage characteristics
 - Chain of title review
 - Site and surrounding land use details and history
 - Historic aerial photographs and topographic maps

- Floodplains and natural features
- Proximity of landfills, petroleum storage tanks, etc.
- Site Visit
- Interviews with relevant individuals knowledgeable about the area and any changes that have occurred since the last Phase I ESA
- Environmental records search with sources and citations (a above)
- Previous Phase II ESA detailed review of findings
- Updated RECs posing any potential liability to the project
- Updated photos of the project limits

(2) Phase I ESA Assumptions

- (a) The Phase I ESA will be conducted on the project limits as outlined in the Project Description section above (0.55-mile).
- (b) Reasonable site access is available to the project limits using roadworthy vehicles. The Professional will observe properties from public vantage points only.
- (c) Chain of title reports will only be requested from the City for sites that have an industrial history, or some other indicator is discovered during the data review that triggers the need for investigation of title history. Costs for title reports have not been included in our estimate. If required, a supplemental scope and fee agreement will be required.
- (d) The Professional will conduct interviews (oral or written) with a landowner or city manager familiar with the area and historic use of the project limits.
- (e) The Professional will not contact individual landowners in the residential area without prior consent from the City.
- (f) Site reconnaissance for the Phase I ESA will be conducted during a one-day mobilization using two staff members of the Professional.
- (g) The Professional staff will not enter or inspect residences or habitable structures but will make general observations of the structure conditions from outside.
- (h) The scope and fee estimate does not include a letter of reliance.
- (i) If additional property is acquired and added to the project limits, or project designs are modified requiring modification of the database report area, a supplemental scope and fee agreement will be required.

d. Soil Management Plan (SMP)

The Professional shall prepare an SMP that can be included in a bid specification for construction or design documents to guide contractors to identify and manage unsuitable soils identified during construction.

(1) Subtasks in the SMP include:

- (a) One (1) meeting with the City to review the task deliverables.
- (b) One (1) draft electronic .pdf copy of the SMP will be provided. The Professional will respond to one (1) round of consolidated

comments and submit a final SMP for inclusion into bid specification.

- (c) The SMP will be completed based on the RECs and findings identified in the most recent Phase I and II ESA.
- (d) The SMP may require updates if conditions change on the site during design and construction.

(2) SMP Assumptions

- (a) The City will designate a location to stage impacted soil encountered during construction of the project, if encountered.
- (b) Soils will be tested with a Photoionization Detector (PID) during excavation. Soils with a PID reading greater than 25 ppm will be placed into the approved staging area.
- (c) Impacted soil can be used within the excavation. However, the City may elect to dispose of the impacted soil, if encountered.
- (d) Testing and transport of impacted soil to a landfill is not included as part of this scope. If requested, additional scope can be created. The below bullets refer to additional assumptions relating to the testing and transport of impacted soil.
 - Soil would be placed into drums, dumpsters or placed on plastic depending upon the volume of material encountered. All containers or piles would require that a cover be maintained through disposal.
 - Samples would be collected from each different area of contaminated materials (e.g., fuel release or dry cleaner (solvent) release). Grab and composite samples will be analyzed for the receiving landfill disposal parameters. This may include Toxicity Characteristic Leaching Procedure (TCLP) VOC, TCLP SVOC, TCLP Metals, ignitability, reactivity and corrosivity. The landfill may require additional analysis, and coordination should be completed prior to soil sampling.
 - Water used for decontamination of equipment will be placed directly onto the pile, dumpster or drum. Use of water will be minimized.
 - The soil should be disposed of within ninety (90) days of collecting the soil samples.
 - Weight tickets from soil disposal shall be provided by the trucking company to track volume of material disposed.
- (e) If materials are deemed to be hazardous, the City will designate a person to sign manifest prior to shipment.
- (f) Groundwater is not expected and has not been addressed as part of the SMP.

(3) Reimbursables

- (a) A budgetary amount will be allocated for reproduction including but not limited to: Civcast fee for bidding phase, EDR Report, bid and construction sets, specifications, submittals, and record drawings. Reimbursable material charges will be invoiced on the basis of direct cost plus ten percent (10%).

- (b) A budgetary amount for mileage will be set as part of this contract and will be billed at the prevailing IRS rates.
- (4) 24" Water Line Design by Garver
Per the City's request, a segment of 24" water line route is proposed along Blackhawk Boulevard from FM 2351 to Edenvale Street. This segment is approximately 1,500 LF and will be designed by Garver who is a subconsultant to the Professional. Garver will design the proposed 24" transmission water line and provide final signed and sealed design drawings and specifications, assist the Professional in bidding phase and construction administration phase services. See attached Garver proposal.
- (5) Urban Forestry budget for Tree Protection Plans for 24" water transmission line
With the proposed 24" water line added to the Blackhawk Boulevard reconstruction, a budgetary amount is added to update tree protection plans based on the proposed 24" water alignment. The alignment will be finalized during the design phase and will require coordination with the C.N. Koehl Urban Forestry services to update tree protection plans.
- (6) TDLR Review, Inspection, and Filing
The Professional will utilize Otten Consulting Group who specializes in projects that require a formal review by the TDLR. This is required for this project to meet the requirements of the Americans with Disabilities Act with regards to accessibility standards.

3. Supplemental Services

a. Supplemental Design Services.

The Professional shall perform the following design services for repackaging the remaining east half of the Blackhawk Boulevard from Package B (Geneva Drive to approximately 400 feet south of Pennystone Way) to the Package II-C plans, specifications and Opinion of Probable Construction Costs:

- (1) Contact private utility companies for map requests and combine Package B and C limits.
- (2) Process survey performed by C.L. Davis & Company to show the as-built survey from Package B limits.
- (3) Repackage plan drawings to include new project limits (cover, index, GN, survey control map, layouts and drainage area maps).
- (4) Revise tie-in points for paving and drainage on plan and profile sheets to new project limits.
- (5) Repackage Storm Water Pollution Prevention Notes, Layout and Details to new project limits.
- (6) Adjust traffic control plans to new project limits.
- (7) Repackage Signing and Pavement Marking Plan and Details to new project limits.
- (8) Repackage Tree Protection Plans to new project limits.
- (9) Prepare quantity take-off and Opinions of Probable Construction Cost.

- (10) Update Bid Proposal and Measurement and Payment sections in specifications.
- (11) Perform a 90% QA/QC of the plan drawings, specifications and opinions of probable construction cost.
- (12) Provide a 90% set of draft plan drawings, specifications and opinions of probable cost to the City and Harris County for review and comments.
- (13) Address comments from City and Harris County and sign and seal plans and specifications.
- (14) Submit plans to utility companies for approval and signatures for repackaged project.
- (15) Provide electronic set of complete bidding documents to the City for repackaged project.

b. Reimbursables

Professional shall:

- (1) Provide a budgetary amount that will be allocated for reproduction, including, but not limited to, bid and construction sets, specifications, submittals, and record drawings. Reimbursable material charges will be invoiced on the basis of direct cost plus 10%.
- (2) Provide a budgetary amount for mileage that will be set as part of this Agreement and will be billed at the prevailing IRS rates.

c. Additional Construction Administration

Professional shall perform the following additional construction administration services:

- (1) Provide construction administration services for estimated additional 3-month construction duration for the east half boulevard of Package II-B work.
- (2) Review and respond to RFIs as required.
- (3) Prepare change orders necessitated by field conditions or at the City's direction.
- (4) Review the contractor's pay estimates.
- (5) Attend three (3) monthly progress meetings and prepare meeting minutes summary.
- (6) Attend Preliminary and Final Walk-Through.
- (7) Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Detailed measurements and investigations are not part of this task. Full-time site representation is not included as part of Construction Administration.
- (8) HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) conforms to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in

accordance with the Contract Documents. During site visits and on the basis of onsite observations HDR shall keep the City informed of the progress of the work, shall endeavor to notify the City of potential defects and deficiencies in the Contractor's work and may recommend the City disapprove or reject work failing to conform to the Contract Documents.

d. Survey Services

- (1) The Professional will engage C.L. Davis & Company to perform the as-built survey for Package B limits between Geneva Drive and Edenvale Street (limits between Stations 20+05 to 31+25). See Attachment A.
- (2) Survey will be prepared relative to (Horizontal) State Plane Coordinates (NAD83) Texas South Central Zone. (Vertical) reference will be based on NAVD88 2001 adjustment.
- (3) A Signed and Sealed Survey Control Map will be provided by a Registered Professional Land Surveyor.

4. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. Additional services may include, but not be limited to, the following:

- a. Services resulting from significant changes in the extent of the project or its design, including, but not limited to, changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond the Professional's control.
- b. Preparing documents for alternate bids outside of the original scope requested by the City or documents for out-of-sequence work.
- c. Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.

The Professional will apprise the City of any potential additional or extended services that may result from the above-listed items prior to the Professional's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City in writing to the Professional.

Exhibit "B"

Compensation

Basic Special, and Supplemental Services

Basic, Special, and Supplemental Services required under this Agreement shall be a fee not to exceed FIVE HUNDRED NINETY THOUSAND SEVEN HUNDRED THIRTY-NINE AND 80/100 (\$590,739.80) for the Project based upon the following and as detailed in Exhibits "B-1" and "B-2" which are attached hereto and incorporated herein for all intents and purposes:

Basic Services**	
Description	Cost Not-to-Exceed
Design Services (Lump Sum)	\$188,895.00
Bid Phase Services (Lump Sum)	\$8,760.00
Construction Phase Services (Hourly)	\$115,475.00
Total Basic Services	\$313,130.00
Special Services**	
Description	Cost Not to Exceed
FM 528 Redesign and Coordination (Hourly)	\$15,160.00
TxDOT permitting at FM 2351 and FM 528 (Hourly)	\$16,280.00
Phase I ESA Update (Lump Sum)	\$7,550.00
Soil Management Plan (Lump Sum)	\$11,650.00
Reimbursables (Cost Plus 10%)*	\$6,600.00
24" Transmission Water Line Design (Cost Plus 10%)	\$131,304.80
Urban Forestry Services for Tree Protection Plans (Cost Plus 10%)	\$7,700.00
TDLR (Cost plus 10%)	\$1,375.00
Total Special Services	\$197,619.80
Supplemental Services***	
Description	Cost Not to Exceed
Design Basic Services (Lump Sum)	\$40,600.00
Reimbursables (Cost Plus 10%)*	\$550.00
Additional Construction Administration Services (Hourly)**	\$19,920.00
Survey Services (Subcontractor Cost Plus 10%)	\$18,920.00
Total Supplemental Services	\$79,990.00
Total Basic, Special, and Supplemental Services	\$590,739.80

*Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the City at the Professional's direct cost plus 10%, except that mileage will be invoiced at the IRS rate, which is currently \$0.70 per mile. Reimbursable expenses will not exceed SEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$7,150.00) as noted hereinabove.

Additionally, expenses associated with transportation, including, but not limited to, meals, travel, and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable, and the Professional shall not make a claim against the City for any such expenses.

** Based upon Exhibit "B-1."

*** Based upon Exhibit "B-2."

Exhibit "B-1"

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Traffic Engineer	Cadd Operator	QC Coordinator	QC Reviewer (General)	Sr. Hazmat QC Reviewer	Environmental Project Manager	Environmental Scientist I	GIS Analyst	Project Acct.	Admin	Construction Manager	Expenses	Quantity	Total Amount
1	Design Basic Services	8	26	242	5	357	20	319	6	36	0	1	5	0	16	14	0	0	1035	\$188,895.00
1.1	Project Management and Meetings	5	8	82	1	55	5	21	0	0	0	1	5	0	16	0	0	0	199	\$38,770.00
1.1.1	Project Management	4		24											16				44	\$8,720.00
1.1.2	Kick-Off Meeting w/ City including agenda and minutes		3	5		8													16	\$3,225.00
1.1.3	Kick-Off Meeting Internal, including agenda and minutes	1	1	3	1	1	1	1				1	1						11	\$2,635.00
1.1.4	Coordination with Subconsultant (Gawer) on 24" water line		4	40		30		20											94	\$18,080.00
1.1.5	60% Submittal Review Meeting with City including agenda and minutes			6		8							4						18	\$2,950.00
1.1.6	90% Submittal Review Meeting with City including agenda and minutes			4		8	4												16	\$3,160.00
1.2	Quality Control	3	0	3	0	0	0	0	6	36	0	0	0	0	0	0	0	0	48	\$13,305.00
1.2.1	60% QA/QC	1		1					2	12									16	\$4,435.00
1.2.2	90% QA/QC	1		1					2	12									16	\$4,435.00
1.2.3	Final 100% QA/QC	1		1					2	12									16	\$4,435.00
1.3	Repurpose Design	0	18	157	4	302	15	298	0	0	0	0	0	0	0	14	0	0	806	\$136,820.00
1.3.1	60% Submittal	0	7	85	4	136	0	160	0	0	0	0	0	0	0	0	0	0	392	\$66,945.00
1.3.1.1	Utility Request/Coordination, cadd utility information			4		24		12											40	\$5,960.00
1.3.1.2	Update Front End Plans to project limits (cover, index, GN, survey control map, layouts, drainage area map)			6		12		24											42	\$6,750.00
1.3.1.3	Review tie-in points for paving, drainage and water line on P&Ps			4		8		12											24	\$3,880.00
1.3.1.4	Review and incorporate plan and profiles		4	40	4	20		60											128	\$24,380.00
1.3.1.5	Site visit for updated changes and 24" water line alignment			8		10		8											26	\$4,500.00
1.3.1.6	Update SWPPP Notes, Layout and Details			1		4		8											13	\$2,005.00
1.3.1.7	Back End Plans (City's details)			2		4		8											14	\$2,250.00
1.3.1.8	Show limits of Tree Protection			2		6		4											12	\$1,890.00
1.3.1.9	Quantity Take-off, unit price research and OPRC		2	6		24													32	\$5,230.00
1.3.1.10	List of Specifications		1	2		4													7	\$1,330.00
1.3.1.11	Address QA/QC Comments			6		12		20											38	\$6,130.00
1.3.1.12	Complete Submittal			4		8		4											16	\$2,640.00
1.3.2	90% Submittal	0	7	45	0	98	10	98	0	0	0	0	0	0	0	10	0	0	288	\$45,095.00
1.3.2.1	Incorporate 60% City Comments		2	8		12	4	24											50	\$9,020.00
1.3.2.2	Adjust TCP to project limits, incorporate 24" water line paving and details		2	8		16	2	30											58	\$9,900.00
1.3.2.3	Temporary Signal Layout (Details (most arm at FM 2351 and span wire at FM 528))			2		4	4	12											22	\$4,010.00
1.3.2.4	Signing and Marking Plan/Details			1		2		4											7	\$1,125.00
1.3.2.5	Update with City's Specifications (Front End, Special Conditions, Measurement and Payment and Technical Specifications)		1	10		32										10			53	\$7,980.00
1.3.2.6	Quantity Take-off, unit price research and OPRC		2	6		16													24	\$4,190.00
1.3.2.7	Address QA/QC Comments			6		12		20											38	\$6,130.00
1.3.2.8	Complete Submittal			4		4		8											16	\$2,740.00
1.3.3	Final Submittal	0	4	27	0	68	5	40	0	0	0	0	0	0	0	4	0	0	148	\$24,780.00
1.3.3.1	Incorporate 90% City Comments		2	8		12	4	24											50	\$9,020.00
1.3.3.2	Quantity Take-off including independent person and OPRC		2	6		32													40	\$6,270.00

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Traffic Engineer	Cadd Operator	QC Coordinator	QC Reviewer (General)	Sr. Hasm QC Reviewer	Environmental Project Manager	Environmental Scientist I	GIS Analyst	Project Acct.	Admin	Construction Manager	Expenses	Quantity	Total Amount
1.3.3.3	Update City's Specifications for bidding			4		8										4			16	\$2,440.00
1.3.3.4	Address QA/QC Comments			4		8		12											24	\$3,880.00
1.3.3.5	Finalize Construction Documents and Submit to City			4		4	1	4											13	\$2,405.00
1.3.3.6	Fill out TDLR application for submittal			1		4													5	\$765.00
2	FM 528 Redesign and Coordination	0	0	20	0	24	12	24	0	0	0	0	0	0	0	0	0	\$ -	80	\$15,160.00
3	TxDOT permitting at FM 2351 and FM 528	0	2	24	0	40	8	12	0	0	0	0	0	0	0	4	0	\$ -	90	\$16,280.00
4	Phase I ESA Update	0	0	2	0	0	0	0	0	0	2	13	28	3	1	4	0	\$ -	53	\$7,550.00
5	Soil Management Plan	0	2	4	0	0	0	0	0	0	10	8	32	8	1	2	0	\$ 1,000.00	67	\$11,650.00
6	Reimbursable																	\$ 6,000.00		\$ 6,000.00
7	Bid Phase	0	0	20	0	20	0	0	0	0	0	0	0	0	0	12	0	0	52	\$8,760.00
7.1	Assist the City with Bidders			1		1													2	\$375.00
7.2	Pre-Bid Agenda, Conference & Prepare Minutes			4		8													12	\$2,020.00
7.3	Agenda & Answer Questions			8		4													12	\$2,480.00
7.4	Attend Bid Opening			2															2	\$400.00
7.5	Prepare Bid Tabulation															4			4	\$420.00
7.6	Review/Check Bids for Mathematical Errors			1		3													4	\$635.00
7.7	Prepare Letter of Recommendation			2		4										8			14	\$1,850.00
7.8	Attend Council Meeting for award of contract			2															2	\$400.00
8	Construction Administration (Estimated 18-month duration)	0	10	257	0	138	0	58	1	4	0	0	0	0	40	12	30	0	630	\$115,475.00
8.1	Project Management			40											40				80	\$11,400.00
8.2	Prepare contracts for execution			1		2										4			7	\$925.00
8.3	Pre-con meeting and minutes			4		6													10	\$1,760.00
8.4	Submittals (assume 30)			20		30											30		60	\$14,600.00
8.5	Monthly meeting (assume 18 meeting 2 hr each)		4	36		36													76	\$14,780.00
8.6	Site Visits (18 times)		2	18		18													38	\$7,390.00
8.7	Preparing agenda, meeting minutes, and send them out			18		54													72	\$11,430.00
8.8	Pay Estimates (assume 18)			36															36	\$8,820.00
8.9	RFI (assume 30)		2	40		30		10											82	\$15,890.00
8.10	Change order (Assume 4)		2	24		16		8											50	\$9,840.00
8.11	Attend Final Walkthrough			8		8													16	\$3,000.00
8.12	Close out			6		2										8			16	\$2,570.00
8.13	Incorporate As-Builts into Record Drawings			6		16		40	1	4									67	\$11,070.00
Task	Fee Summary																			
1	Design Basic Services			\$188,895.00																
2	FM 528 Redesign and Coordination			\$15,160.00																
3	TxDOT permitting at FM 2351 and FM 528			\$16,280.00																
4	Phase I ESA Update			\$7,550.00																
5	Soil Management Plan			\$11,650.00																
6	Reimbursable			\$6,600.00																
7	Bid Phase			\$8,760.00																
8	Construction Administration (Estimated 18-month duration)			\$115,475.00																
SUB	24" Water Line Design by Garver			\$131,304.80																
SUB	Urban Forestry Services			\$7,700.00																
SUB	TDLR (Cost Plus 10%)			\$1,375.00																
	Total:			\$550,749.80																

Exhibit "B-2"

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Cadd Operator	QC Reviewer (General)	Project Acct.	Admin	Expenses	Quantity	Total Amount
		\$ 330.00	\$ 320.00	\$ 270.00	\$ 360.00	\$ 140.00	\$ 160.00	\$ 300.00	\$ 110.00	\$ 105.00	110%		
1	Design Basic Services	1	5	39	1	70	88	8	6	8	0	226	\$40,600.00
1.1	Project Management and Meetings	1	2	7	0	6	0	0	6	0	0	22	\$4,360.00
1.1.1	Project Management	1		3					6			10	\$1,800.00
1.1.2	90% Submittal Review Meeting with City		2	4		6						12	\$2,560.00
1.2	Quality Control	0	0	2	0	0	0	8	0	0	0	10	\$2,940.00
1.2.1	90% QA/QC			2				8				10	\$2,940.00
1.3	Repackage Design	0	3	30	1	64	88	0	0	8	0	194	\$33,300.00
1.3.1	90% Submittal	0	2	23	1	52	78	0	0	8	0	164	\$27,810.00
1.3.1.1	Utility Coordination			2		8	4					14	\$2,300.00
1.3.1.2	Process updated survey			1		2	16					19	\$3,110.00
1.3.1.3	Update Front End Plans to project limits (cover, index, GN, survey control map, layouts, drainage area map)			1		4	10					15	\$2,430.00
1.3.1.4	Revise tie-in points for paving and drainage on P&Ps			2	1	4	6					13	\$2,420.00
1.3.1.5	Update SWPPP Notes, Layout and Details			1		2	6					9	\$1,510.00
1.3.1.6	Adjust TCP to project limits and details		1	4		8	16					29	\$5,080.00
1.3.1.7	Signing and Marking Plan /Details			1		1	4					6	\$1,050.00
1.3.1.8	Show limits of Tree Protection			1		1	2					4	\$730.00
1.3.1.9	Quantity Take-off and Cost Estimate		1	3		8	2					14	\$2,570.00
1.3.1.10	Update with City's Specifications (Front End, Special Conditions, Measurement and Payment and Technical Specifications)			3		6				8		17	\$2,490.00
1.3.1.11	Address QA/QC Comments			2		4	8					14	\$2,380.00
1.3.1.12	Complete Submittal			2		4	4					10	\$1,740.00
1.3.4	Final	0	1	7	0	12	10	0	0	0	0	30	\$5,490.00
1.3.4.1	Incorporate 90% City Comments			3		8	6					17	\$2,890.00
1.3.4.2	Finalize Construction Documents and Submit to City		1	4		4	4					13	\$2,600.00

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Cadd Operator	QC Reviewer (General)	Project Acct.	Admin	Expenses	Quantity	Total Amount
		\$ 330.00	\$ 320.00	\$ 270.00	\$ 360.00	\$ 140.00	\$ 160.00	\$ 300.00	\$ 110.00	\$ 105.00	110%		
2	Reimbursable										\$ 500.00		\$ 550.00
3	Construction Administration	1	1	37	0	41	18	0	6	0	0	104	\$19,920.00
3.1	Project Management	1		3					6			10	\$1,800.00
3.2	Monthly meeting (assume 3 meetings 3 hrs each to include agenda and sign-in sheet)			9		9						18	\$3,690.00
3.3	Site Visits (3 times)			3		3						6	\$1,230.00
3.4	Preparing meeting minutes and send them out			3		6						9	\$1,650.00
3.5	Pay Estimates (assume 3)			3		3						6	\$1,230.00
3.6	RFI (assume 2)			4		4	2					10	\$1,960.00
3.7	Change order (Assume 1)		1	4		4	4					13	\$2,600.00
3.8	Prelim/Final Walkthrough and Punch List			6		6						12	\$2,460.00
3.9	As Builts			2		6	12					20	\$3,300.00

Task	Fee Summary	
1	Design Basic Services	\$40,600.00
2	Reimbursable	\$550.00
3	Construction Administration	\$19,920.00
	Survey (Sub Cost + 10%)	\$18,920.00
	Total:	\$79,990.00

Exhibit "C" Schedule

Basic Services	
Description	Completion
Kickoff Meeting	14 days from Notice to Proceed
Design Services	
60% Design Documents	60 days from receipt of Topographic Survey, Environmental Site Assessment and Geotechnical Report
90% Design Documents	60 days from 60% Design Meeting
Final Design Documents	45 days from 90% Design Meeting
Bid Phase Services	Upon completion of Design Phase Services
Construction Phase Services	Upon final payment to Contractor
Special Services	
Description	Completion
TDLR	
Phase I ESA Update Order and Review Data Base Reports Site Visit Draft Phase I ESA Report Final Phase I ESA Report	10 business days of NTP 20 business days of NTP 20 business days from completion of site visit 10 business days of receipt of written comments from City
Phase II ESA Site Visit Draft Phase II ESA Report Final Phase II ESA Report	21 business days of NTP 25 business days of completion of site visit 20 business days of receipt of written comments from City
Drilling Services	Commensurate with ESA's
Laboratory Testing	Commensurate with ESA's
Supplemental Services	
Design Basic Services	70 business days from the NTP for Supplemental Services
Survey Services	70 business days from the NTP for Supplemental Services
Construction Administration Services	Upon final payment to Contractor

*Business day means any day except any Saturday, any Sunday, or any day which is the City recognizes as a holiday.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/04/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement with Tarrant County for cooperative purchasing.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City desires to enter into a cooperative purchasing agreement with Tarrant County in order to utilize Tarrant County's agreement to acquire a vehicle from Ron Carter for the Emergency Services Department. By entering into the proposed agreement, the City will be able to take advantage of bids for various goods and services received by Tarrant County -- not just for vehicles.

The City of Friendswood has entered into cooperative purchasing agreements with other governmental entities in the past. Purchases made pursuant to a cooperative purchasing agreement satisfy any state law requiring competitive bidding.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Interlocal Agreement for Cooperative Purchasing - Tarrant County



INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND the City of Friendswood

This Agreement is made this _____ day of July, 2025 between the County of Tarrant, Texas and the City of Friendswood.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

The City of Friendswood, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. The City of Friendswood agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Friendswood _____ agrees that all specifications for selected items shall be determined by Tarrant County.

III.

The City of Friendswood _____ agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill the City of Friendswood _____ directly for all items purchased, and the City of Friendswood _____ shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Jeffery Spears _____ (name), Purchasing Coordinator _____ (title) is hereby designated as the official representative to act for the City of Friendswood _____ in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY

BY: _____

TITLE: _____

DATE: _____

(Entity) City of Friendswood _____

BY: _____

TITLE: Morad Kabiri, City Manager _____

DATE: _____

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 07/07/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for general emergency preparedness.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize an interlocal agreement with Galveston County Consolidated Drainage District for general emergency preparedness and addresses facility, vehicle and fuel usage. The initial term of the agreement is five (5) years. Thereafter, the agreement will be reviewed and submitted to the City Council for approval.

A copy of the proposed agreement is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. COF Interlocal Agreement Coord and Coop emergency response

INTERLOCAL AGREEMENT FOR
COORDINATION AND COOPERATION DURING
LARGE-SCALE EMERGENCY RESPONSE AND RECOVERY OPERATIONS

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

This Interlocal Agreement for Coordination and Cooperation during Large-Scale Emergency Response And Recovery Operations, hereinafter referred to as this "Agreement," is established and entered into by and between the Galveston County Consolidate Drainage District, a political subdivision of the state of Texas and a legally constituted independent drainage district within Galveston County, Texas, hereinafter referred to as the "District" and the City of Friendswood, a political subdivision of the State of Texas and a legally constituted home-rule municipality, hereinafter referred to as the "City." The District and the City are collectively referred to as "the Parties" and individually referred to as a "Party."

WHEREAS, the Parties are committed to the wellbeing of the Friendswood community and its residents; and

WHEREAS, the Parties recognize the Friendswood community is vulnerable to the effects of various and potentially severe natural and man-made hazards (i.e., emergencies and disasters) that may threaten life, property, and the general wellbeing of the community and its residents; and

WHEREAS, the City maintains an all-hazards Emergency Management Plan to respond to disasters and large-scale, life-threatening emergencies to mitigate adverse impacts of such incidents on the Friendswood community and its residents, and to facilitate and expedite recovery of the community in the aftermath; and

WHEREAS, the City and the District plan, together with such organized volunteer groups and agencies that the plan may specify.

WHEREAS, City and District further find that the common goal of parties can be best achieved through an organization that shares the combined resources of the City and the District; and

WHEREAS, the City is responsible for organizing and overseeing local emergency response efforts and undertaking emergency operations necessary to prevent loss of life, minimize property damage, alleviate human suffering, avert environmental degradation, and avert loss of historic or culturally significant aspects of the community in the event of disaster or major emergency; and

WHEREAS, the Parties, as local government entities, are authorized to enter into Interlocal Agreements for the provision of governmental functions and services, pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties intend to coordinate, cooperate, and collaborate in the provision of emergency assistance to the Friendswood community.

NOW THEREFORE, the Parties mutually agree as follows:

I.

DEFINITIONS

The following definitions are applicable to this agreement:

- a. **Disaster.** Disaster means the occurrence, or imminent threat of, widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, wind, storms, oil spill, water contamination, epidemic, air contamination, explosion, riot, extreme heat, utility failure, or other public calamity requiring emergency action.
- b. **Emergency.** An emergency includes the full range of hazard occurrences that require an emergency response to protect life or property and public health and safety.

II.

EMERGENCY RESPONSE STAGING

Upon request of the City and upon meeting its responsibilities to the community, the District will permit, to the extent feasible, use of its facilities during Disaster or Emergencies as follows:

- a. The District will make its facilities available to the City for staging of emergency responders, supporting staff, portable fuel tanks, response equipment, and recovery supplies;
- b. The District will communicate any limitations on the use of its facilities and the City will conform to any constraints specified by the District;
- c. The City will return District facilities to their prior condition as soon as possible, exclusive of any disaster-related damage, and will be responsible for the cost of repair of any damage resulting from use of District facilities by City staff or agents;
- d. The City representative, conditions permitting, will accompany District representatives in joint inspection of facilities offered for the City's use, prior to occupancy, to facilitate restoration of the premises upon conclusion of emergency operations;
- e. The City will provide staff and all logistical support necessary to sustain emergency responders while staged in District facilities;
- f. The District will absorb the cost of utilities at District's facilities used for emergency responder staging.

III.

FUEL

Upon request of the City and after meeting its responsibilities to the community, the District will permit, to the extent feasible, use of fuel during disasters and emergencies as follows:

- a. The District will, subject to availability, provide fuel and personnel to assist the City in facilitating the response and recovery to disasters and emergencies;
- b. The District, in its sole discretion, will evaluate emergency risk factors to determine the availability of fuel resources;

- c. The City will reimburse the District for the cost of fuel, requested by the City. The City is not responsible for damage caused by operator negligence or damage sustained due to regular mechanical failure;
- d. The District will document all costs by tracking fuel utilized. Response costs sustained by the District, following the first eight hours of operation, are reimbursable by the City.

V.

PERSONNEL AND EQUIPMENT

Upon request of the City and after meeting its responsibilities to the community, the District will permit, to the extent feasible, use of its equipment (i.e., vehicles, dump trucks, loaders, etc.) and personnel (i.e., equipment operators) during disasters and emergencies as follows:

- e. The District will, subject to availability, provide equipment and personnel to assist the City in facilitating the response and recovery to disasters and emergencies;
- f. In the event the City initiates flood rescue or evacuation operations within the Friendswood Fire Department response area, the District will, subject to availability, make equipment and staffing resources available to transport flood victims from the point of evacuation (i.e., the collection point) to a local place of safety, as determined by the City;
- g. The District, in its sole discretion, will evaluate emergency risk factors to determine the availability of equipment and staffing resources (i.e., equipment and operators);
- h. The City will reimburse the District for the cost of repairs for damage to district equipment, requested by the City, in the event such repair costs are not reimbursed by insurance. The City is not responsible for damage caused by operator negligence or damage sustained due to regular mechanical failure;
- i. The District will document all costs by tracking personnel time, supplies utilized, and equipment usage that have been dedicated to the City's response and recovery efforts. Response costs sustained by the District, following the first eight hours of operation, are reimbursable by the City.

VI.

DEBRIS REMOVAL

Upon request of the City and upon meeting its responsibilities to the community, the District will permit, to the extent feasible, use of its facilities, equipment, and personnel in the aftermath of disaster as follows:

- a. When disaster impacts result in a large quantity of debris, the District will permit the use of available and suitable resources to assist the City in removing debris;
- b. The District will make its facilities, equipment, and personnel available for debris removal only in the event that, in the judgment of the City, no more suitable and appropriate resources are available;
- c. The City will determine which areas debris assistance is necessary and will dispatch the District accordingly;

- d. The District will haul debris to a location determined by the City and the City will be responsible for all disposal fees of the debris requested to be removed by the City;
- e. The District will coordinate with the City's debris monitor to properly certify trucks and will ensure all monitoring requirements set by the City are met;
- f. The District will track all personnel time, supplies used, and equipment usage dedicated to the City's debris removal operation;
- g. The City will reimburse the District for all debris removal operations requested by the City; and
- h. The City may request the District pre-stage personnel and equipment when a tropical cyclone threatens the Houston-Galveston region for the purpose of emergency road clearance. When initiated, the District will assist the City in clearing trees and other large debris from City roadways.

VII.

TERM

The term of this Agreement shall be for five (5) consecutive years beginning on the date this Agreement is executed by the Mayor and shall be reviewed and resubmitted every five (5) years. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each Party.

VIII.

MISCELLANEOUS PROVISIONS

- 1. The Parties agree that by entering into the Agreement, neither of the Parties waives any governmental immunity they otherwise enjoy.
- 2. The Parties agree to attach and maintain a current listing of City and District officials, agencies, and offices responsible for the implementation of this agreement. This listing shall be reviewed annually, validated, and updated as necessary, particularly if organizational restructuring results in reassignment of duties, responsibilities and expectations set forth in this agreement.
- 3. Upon notification from City public safety or emergency management officials, the District shall make a determination as to whether its facilities and/or equipment resources may be made available for use by the City for purposes set forth above.
- 4. Upon determination that District facilities and/or resources are available, City public safety or emergency management officials shall coordinate with the designated District officials to access designated facilities and/or resources.
- 5. The District will invoice the City for costs eligible under this Agreement (i.e., force account labor, force account equipment, supplies and materials consumed or expended, etc.), which are not subject to reimbursement by insurance or the state or federal government. Detailed documentation must be submitted to the City showing actual costs incurred by the District in order to be reimbursed. The District may choose not to invoice for costs if the District determines the operations to be community service.

6. Notwithstanding anything to the contrary stated herein, in accordance with Section 791.012 of the Texas Government Code, each party paying for the performance of the governmental functions or services specified herein must make those payments from current revenues available for such purpose.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative on this ____ day of _____, 2025, the date executed by the Mayor of the City of Friendswood.

GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT

By: _____

Rusty Burkett
President

8-18-25

CITY OF FRIENDSWOOD

By: _____

Mike Foreman
Mayor, City of Friendswood

Handwritten signature and date: 8-1-02

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 07/23/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying and approving the purchase of a stock aerial ladder truck from Siddons Martin Emergency Group, LLC, through the Houston-Galveston Area Council, for the Friendswood Volunteer Fire Department, Inc., in lieu of the custom-order ladder fire truck previously approved by the City Council if the build of the stock aerial ladder truck commences first.

Originating Department: Emergency Services Department

Degree of importance: The current 2000 Pierce ladder truck is aging, experiencing greater periods of down-time and rising maintenance costs. Obtaining a stock ladder truck will reduce build time by many months.

SUMMARY / ORIGINATING CAUSE

The 2000 Pierce Quint ladder truck is due for replacement and is earmarked in the Friendswood Volunteer Fire Department ("FVFD") Capital Equipment Plan for FY 2025. The FVFD obtained a commitment from the City Council on February 5, 2024, for the purchase of the ladder truck so assembly could start. The FVFD recommended and the City Council approved the purchase of a Pierce-Custom Enforcer 100' Aerial Platform in the amount of \$2,191,856. The build/delivery date was expected to take 39 months.

To expedite the replacement of the aging fire truck, the FVFD desires to secure a truck off the assembly line versus the previously approved custom truck. The stock aerial ladder truck totals \$2,299,689, and the truck is expected to be delivered within 12 months from the order date.

The 2025 stock aerial ladder truck project 44082 was accepted by Siddons Martin, with a December 2025 delivery date. The 2024 Custom build ariel ladder truck will be canceled, per the August 13, quote from Siddons Martin.

Payments will not be made until receipt of the equipment in FY 2026. This truck will be purchased through capital lease financing. The financing proposals will be presented to the City Council at a date closer to the expected receipt date.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 City of Friendswood - Stock Aerial
2. 2023 City of Friendswood - Custom Build Proposal Letter
3. Fwd_ FVFD Signed Siddons-Martin Stock Contract

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890

July 18, 2025

CITY OF FRIENDSWOOD
 1000 S FRIENDSWOOD DR
 FRIENDSWOOD, TX 77546



Proposal For: 2025 Friendswood Stock Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CITY OF FRIENDSWOOD. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CITY OF FRIENDSWOOD and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 71425 - Pierce-Custom Enforcer Aerial, Platform 100'		
(Unit Price - \$2,297,689.00)		
Delivery within 11-12 months of order date		
QUOTE # - SMEG-0010009-1		
	Vehicle Price	\$2,297,689.00
	71425 - UNIT TOTAL	\$2,297,689.00
	SUB TOTAL	\$2,297,689.00
	HGAC FS12-23 (FIRE)	\$2,000.00
	TOTAL	\$2,299,689.00

Price guaranteed until 8/29/2025

Additional: Vehicle Price is based on previously released stock unit for best estimate containing these components, Enforcer or Velocity Chassis, big block engine, TAK-4 front suspension, 100' Mid-Mount platform, Pierce CZ multiplex electrical system, 1500 GPM pump or greater. When made available, Stock apparatus are sold on a first come-first served basis. This Proposal Letter does not guarantee a truck will be available or secured before this Proposal expires. By signing this proposal customer agrees if an apparatus becomes available with these components not exceeding this purchase price, Siddons-Martin Emergency Group is approved to order.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the

"Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Automatic Termination: Notwithstanding anything herein to the contrary, it is expressly understood and agreed that:

- a. this proposal shall automatically terminate without penalties (including, but not limited to, cancellation fees) to the City of Friendswood on the date that Siddons-Martin Emergency Group, LLC, commences the build of the Friendswood Tower under Quote No. SMEG-0006760-1 if the tower under this quote has not commenced and
- b. the proposal under Quote No. SMEG-0006760-1 shall automatically terminate without the penalties (including, but not limited to, cancellation fees) to the City of Friendswood on the date that Siddons-Martin Emergency Group, LLC, commences the build of the tower under this quote if the build of the tower under quote SMEG-0006760-1 has not commenced.

The parties agree that Quote No. SMEG-0006760-1 is amended to include this automatic termination provision.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Cory Frankum

I, Mike Foreman, the authorized representative of CITY OF FRIENDSWOOD, agree to purchase the proposed truck, subject to the terms of this proposal and the specifications attached hereto.

 4 AUG 2025
Signature & Date

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890



December 1, 2023

FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT
1000 S FRIENDSWOOD DR
FRIENDSWOOD, TX 77546

Proposal For: 2023 Friendswood Tower

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1174 - Pierce-Custom Enforcer Aerial, Platform 100' (Unit Price - \$2,191,856.00)	
Delivery within 38-39 months of order date	
QUOTE # - SMEG-0006760-1	
	Vehicle Price \$2,191,856.00
1174 - UNIT TOTAL	\$2,191,856.00
	SUB TOTAL \$2,191,856.00
	HGAC FS12-19 (FIRE) \$2,000.00
	TOTAL \$2,193,856.00

Price guaranteed until 1/31/2024

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Cory Frankum

I, _____, the authorized representative of FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

From: [Jennifer Maxwell](#)
To: [Brian Mansfield](#)
Cc: [Matt Fuentes](#)
Subject: [EXTERNAL]Fwd: FVFD Signed Siddons-Martin Stock Contract
Date: Monday, August 4, 2025 3:53:26 PM

Begin forwarded message:

From: Cory Frankum <cfrankum@siddons-martin.com>
Date: August 4, 2025 at 3:32:55 PM CDT
To: Jennifer Maxwell <jmaxwell@friendswoodvfd.com>
Cc: Matt Fuentes <mfuentes@friendswoodvfd.com>, Thomas Kromis <tkromis@friendswoodvfd.com>
Subject: RE: FVFD Signed Siddons-Martin Stock Contract

Jen,

Stock platform 44082 has officially been purchased by the City of Friendswood.
The current completion date for this truck is December 2025.

I will contact Chief Feuntes to set up a time to review the specifications and discuss any potential change requests.

Thank you,
Cory Frankum

From: Jennifer Maxwell <jmaxwell@friendswoodvfd.com>
Sent: Monday, August 4, 2025 3:05 PM
To: Cory Frankum <cfrankum@siddons-martin.com>
Cc: Matt Fuentes <MFuentes@friendswoodvfd.com>; Thomas Kromis <tkromis@friendswoodvfd.com>
Subject: Fw: FVFD Signed Siddons-Martin Stock Contract

Cory,

Here is the signed contract and we are good to purchase the rear mount job number 44082.

Thank you so much!

Jen

From: Brian Mansfield <bmansfield@friendswood.com>

Sent: Monday, August 4, 2025 3:02 PM

To: Jennifer Maxwell <jmaxwell@friendswoodvfd.com>

Subject: Fwd: Siddons-Martin

Brian Mansfield CFE, CEM®

Director

Department of Emergency Services

City of Friendswood

bmansfield@friendswood.com

281-996-3335

Begin forwarded message:

From: Karen Horner <khorne@friendswood.com>

Date: August 4, 2025 at 15:02:03 CDT

To: Brian Mansfield <bmansfield@friendswood.com>

Subject: Siddons-Martin

Good afternoon!

Here is the executed document.

Thanks!

Karen Horner

City Attorney

City of Friendswood

910 South Friendswood Drive

Friendswood, TX 77546

(281) 996-3283

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 07/10/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing an Urban Planning Services Agreement with Ardurra Group, Inc. (RFP No. 2025-07) to update the City of Friendswood Comprehensive Plan and Zoning Ordinance, and Grant Administration.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to consider awarding the Urban Planning Services Agreement (the "Agreement") to Ardurra Group, Inc. (the "Consultant") in the amount of \$248,000 to update the City of Friendswood Comprehensive Plan and Zoning Ordinance and to provide grant administration services.

The City of Friendswood, "City," has been awarded funding from the General Land Office (GLO) under the Community Development Block Grant Disaster Recovery – Mitigation (CDBG-MIT) Resilient Communities Program (RCP) program. Through a Request for Proposal (RFP) process, the City sought a well-qualified grant administration and urban planning service provider to assist the City in updating the Comprehensive Plan and Zoning Ordinance and provide services related to grant administration, management, and contract compliance.

The City has many master plans in place that may be used in the process. Additionally, the City partners with Galveston County and Harris County in the adoption and ongoing implementation of Hazard Mitigation Plans.

Providers will assist the City in the completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Urban planning services must be performed in compliance with local and state laws.

Responses to RFP No. 2025-07 were opened on July 9, 2025. A total of five (5) proposals were received at that time. The following information details the price of the various proposals:

<u>Proposer</u>	<u>Price</u>
1 Ardurra Group, Inc.	\$248,000
2 Freese & Nichols, Inc.	\$253,775
3 LJA Planning & Landscape Architecture	\$275,000
4 MRB Group	\$250,000
5 Langford Community Management Services	\$300,000

Once the proposals were received, a review committee was formed to score the submitted proposals based on the selection criteria included in the RFP. This criteria-scoring process was designed to help

staff provide a consultant recommendation to the Council. According to the proposals received, Arudurra Group, Inc., submitted the proposal determined to be the most advantageous to the City considering the relative importance of evaluation factors included in this request for proposals, being \$248,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Agreement for Comp Plan Zoning Ordinance Grant Services
2. Ardurra COI
3. Ardurra Form 1295 Certificate_City of Friendswood_Signed_082025
4. Ardurra Government Code Verification Notarized Form

CONSULTING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Consulting Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Ardurra Group, Inc., a Texas corporation (the "Consultant"). The City and the Consultant are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Consultant.

The City hereby engages the Consultant, and the Consultant hereby agrees to perform the "Scope of Services" hereinafter set forth in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. The City's Director of Community Development or her designee shall act as the City's Representative pursuant to this Agreement. Lata Krishnarao, AICP, LEED ND, ENV SP, shall act as Consultant's project manager pursuant to this Agreement throughout the services to be performed hereunder. Any change of Consultant's project manager shall require advance written notice to and written approval from the City's Representative.

2. Scope of Services.

The Consultant shall perform or cause to be performed consulting services associated with the update of the City's comprehensive plan and zoning ordinance as well as grant administration, management, and contract compliance services under the CDBG-MIT program (the "Project"). The Consultant understands that the Project is federally funded with Community Development Block Grant Mitigation Funds; and, therefore, the Consultant agrees to comply with all applicable Federal and State requirements, including, but not limited to, those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Consultant shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Consultant shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative.

4. Information and Services.

- a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Consultant as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Consultant and will, to the extent reasonably practicable, facilitate the performance of the services described in this Agreement.
- b. The Consultant shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Consultant on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Consultant shall provide at no cost to the City, the comprehensive plan, the zoning ordinance, the website, and all contracting information related to the contract that is in the custody or possession of the

Consultant. For purposes of this section, "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for the services described in Exhibit "A" shall be an amount not to exceed TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$248,000.00) as more particularly detailed in Exhibit "D," which is attached hereto and incorporated herein for all intents and purposes (the "Contract Price").

b. Payment.

The Consultant shall invoice the City monthly for services performed by the Consultant and accepted by the City in accordance with the percentages specified in Exhibit "D." All invoices shall include all necessary backup information as required by the City, including, but not limited to, the work or services performed, the date(s) of such work or services, the identity of persons engaged on the Project, their time, hourly rates and reimbursable charges.

The City will pay the Consultant within thirty (30) days after receipt of service or receipt of invoice, whichever is later. The City shall have sole discretion in the approval or disapproval of any invoice submitted, and any disputed amounts will be discussed and negotiated in good faith between the City and the Consultant. It is expressly understood and agreed that the Consultant will not charge any interest on any portion of an invoice that is disputed and/or withheld and that the Consultant will not suspend services under the Agreement on account of a disputed invoice or on account of monies withheld. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Consultant shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

c. Interest on Delinquent Payments.

Payments which are delinquent and not disputed will accrue interest in accordance with Section 2251.025 of the Texas Government Code. All payments will be credited first to principal and then to interest.

6. Records.

The Consultant shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Consultant for a period of not less than five (5) years from completion of the Project. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. City shall be entitled to review and/or receive copies of such records at no cost within ten (10) days of the City's request.

7. Ownership of Documents.

a. All documents, including data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports which are produced concerning the Project, are the property of the City and shall be tendered to the City prior to final payment hereunder. The Consultant may retain reproducible copies of drawings and other documents for its use.

- b. All documents prepared by the Consultant and/or its subconsultants in furtherance of this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. While they may be reused by the City, any such reuse without written verification or adaptation by the Consultant for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Consultant.

8. Insurance.

The Consultant shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required.
- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products and Completed Operations Aggregate: \$2,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
- d. Consultant Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Consultant's assignment under this Agreement is completed.

The Consultant'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 Consultant's insurance and shall not contribute to it. Further, the Consultant shall include all subconsultants, 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 subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Consultant Liability Insurance can be on claims-made 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, with the exception of the Workers' Compensation and Consultant Liability Policies required herein.
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant.
- Consultant shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired.

9. Standards of Performance.

- a. The Consultant agrees the services it provides, as an experienced and qualified consultant, will be performed with the skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances. The Consultant further agrees that any analysis, reports, drawings, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Consultant for the accuracy and competency of data, reports, and documents.
- b. The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE,

INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its 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 Consultant's services to be performed hereunder. This release shall apply with respect to

Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Consultant shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

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:

City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Aubrey Harbin, LEED AP, CFM
Director of Community Development

Consultant:

Ardurra Group, Inc.
11767 Katy Freeway, Suite 1040
Houston, Texas 77079
Attn: Lata Krishnarao, AICP, LEED ND, ENV SP

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.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Consultant each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Agreement. However, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Consultant of any public body which may be a Party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Consultant 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, the Consultant shall also tender to the City's Representative all of the Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined. 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.

15. Termination for Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid for the time provided and expenses incurred up to the termination date; provided the Consultant has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Consultant, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Consultant under this Agreement. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and Consultant shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Consultant represents that it has or shall secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

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

19. Independent Contractor.

The Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Consultant under the terms of this Agreement.

20. Civil Rights.

The Consultant shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas, which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Consultant shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

21. Interest of Consultant and Employees.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Consultant.

22. Incorporation of Provisions Required by Law.

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

23. Governing Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

24. Venue.

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

25. Time is of the Essence.

Time is of the essence in this Agreement. Consultant shall perform the services herein as expeditiously as is prudent considering the ordinary Consultant skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

26. No Third-Party Beneficiary.

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

27. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Consultant hereby agree that no claim or dispute between the City and the Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including,

without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Consultant consents to be joined in the arbitration proceeding if the Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

28. 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.
29. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.
30. 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.
31. 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 authorize the same.
32. 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.

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

City:
CITY OF FRIENDSWOOD, TEXAS

Consultant:
ARDURRA GROUP, INC.

MORAD KABIRI, City Manager

BY: _____
(Signature)

(Printed Name)

(Title)

DATE: _____

DATE: _____

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

ATTEST:

(OFFICER OR SECRETARY)

EXHIBIT "A"

SCOPE OF SERVICES FRIENDSWOOD GLO RCP PROFESSIONAL SERVICES

1. In General.

The Consultant will perform the services herein with the assistance of Kimley-Horn and Associates, Inc. and Community Development Strategies (CDS), as subconsultants. The Consultant will coordinate with recent and concurrent planning efforts and studies and with other agencies and entities, as appropriate, in conjunction with the City, to complete the tasks herein.
2. Project Management/Coordination with Client.

The Consultant will complete project management activities in coordination with the City's Representative to ensure schedule adherence, cost control and quality assurance. These activities will include, but not be limited to, the following:

 - Monthly submittal of written progress reports in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished, and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them.
 - Preparation and maintenance throughout the project of a detailed project schedule, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
 - Frequent communication and coordination with the City's Project Manager by email, phone, online conferencing, and written correspondence, as appropriate.
3. Phases and Deliverables

The work plan envisioned for the Project is outlined below. The phases and deliverables will be finalized with the City's input, based on scope and contract funding. The phases and deliverables may be modified as mutually agreed upon by the City and the Consultant in writing.

 - a. Phase 1: Comprehensive Plan Update
 - (1) Mobilization

During the two (2) months immediately after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

 - Conduct a project kick-off meeting and finalization of work program;
 - Conduct a work session with the City Council, Planning and Zoning Commission, and other boards and commissions as requested by the City;
 - Assist in the formation of an Advisory Committee and attend meetings of such committee;
 - Initiate community engagement efforts; and
 - Provide the following deliverables:
 - Work Plan and Schedule,
 - Community Engagement Plan and related items, including:
 - Website initialization,
 - Online Community Engagement Questionnaire, and
 - Community notices;

- Summary of work session with the City Council, Planning Commission, and other Advisory Committee Members' invitation letter; and
 - Summary of Advisory Committee meeting.
- (2) **Current City**
 Between three (3) and six (6) months immediately after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:
 - Perform data collection and research;
 - Perform stakeholder interviews;
 - Conduct Listening sessions and focus group meetings;
 - Make findings and analysis;
 - Provide draft summary of current conditions;
 - Activate a Community Engagement Questionnaire;
 - Provide the following deliverables:
 - Draft report summarizing the current conditions summary of stakeholder interviews,
 - Summaries of listening sessions and focus group meetings, and
 - Summary of Community Engagement Questionnaire.
- (3) **Visioning**
 Between three (3) and six (6) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:
 - Conduct town hall meeting(s) (if desired by the City);
 - Provide vision and guiding principles;
 - Provide a summary of Advisory Committee meetings; and
 - Provide the following deliverables:
 - Draft vision statement and guiding principles summary of town hall meeting and
 - Summaries of Advisory Committee meetings.
- (4) **Future City**
 Between seven (7) and eight (8) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:
 - Provide a summary of findings and issues;
 - Refine the Vision Statement and Guiding Principles;
 - Recommend key areas of the plan and specific action items;
 - Participate in Advisory Committee meetings;
 - Conduct a work session with the City Council, Planning and Zoning Commission and other boards and commissions as requested by the City;
 - Conduct Townhall meeting(s) (if desired by the City); and
 - Provide the following deliverables:
 - Draft report summarizing the findings and issues,
 - Draft recommendations, as developed through the previous steps,
 - Draft Future Land Use Map, Master Thoroughfare Plan, supporting graphs and charts, and
 - Summaries of Advisory Committee meetings.
- (5) **Draft Plan and Implementation Strategy**
 Between nine (9) and ten (10) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Provide recommendations by key areas of the plan and specific action items (if required);
- Provide a draft Comprehensive Plan document;
- Provide a draft Implementation Strategy;
- Participate in Advisory Committee meetings; and
- Provide the following deliverables:
 - Draft Comprehensive Plan document,
 - Draft Implementation Strategy, and
 - Summaries of Advisory Committee meetings.

(6) Finalization and Adoption

Between ten (10) and twelve (12) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Draft a Comprehensive Plan public hearing;
- Conduct a work session with the City Council, Planning and Zoning Commission, and other boards and commissions as requested by the City;
- Participate in the public hearing and adoption process;
- Provide the final report (hard copies and online interactive version); and
- Provide the following deliverables:
 - Comprehensive Plan public hearing draft
 - Presentation materials for the public hearing, and
 - One printed full-color master original of the final adopted Comprehensive Plan Electronic files for all elements of the final Comprehensive Plan document, including a master PDF file containing the entire final adopted plan with all electronic files in their native formats, if desired by the City.

b. Phase 2: Zoning Ordinance Update

(1) Kick-Off

Between twelve (12) and thirteen (13) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Finalize work program with staff;
- Conduct a work session with the City Council, Planning and Zoning Commission and other boards and commissions as requested by the City;
- Participate in Advisory Committee meeting(s);
- Initiate community engagement efforts; and
- Provide the following deliverables:
 - Work Plan and Schedule;
 - Community Engagement Plan and related items, including:
 - Website initialization,
 - Online questionnaire, and
 - Community notices;
 - Summary of work session with the City Council, Planning and Zoning Commission, and others; and
 - Summary of Advisory Committee meeting(s).

(2) Diagnostic/Findings

Between fourteen (14) and sixteen (16) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Perform data collection and background research;
- Formulate findings and analyses;
- Participate in Advisory Committee meetings;

- Perform stakeholder interviews/listening sessions/community chats;
- Conduct town hall meeting(s); and
- Provide the following deliverables:
 - Draft Diagnostic Report,
 - Summary of Advisory Committee meetings,
 - Summary of Stakeholder Interviews/Listening Sessions/Community Chats, and
 - Summary of Community Engagement Questionnaires.

(3) Ordinance/Code Updates

Between seventeen (17) and nineteen (19) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Draft recommendations;
- Participate in Advisory Committee meetings;
- Conduct a work session with the City Council, Planning and Zoning Commission and other boards and commissions as requested by the City;
- Finalize draft recommendations;
- Conduct a town hall meeting; and
- Provide the following deliverables:
 - Draft recommendations report,
 - Summary of Advisory Committee meetings,
 - Summary of work session with the City Council, Planning and Zoning Commission, and others, and
 - Summary of Townhall meetings.

(4) Finalization and Adoption

Between nineteen (19) and twenty-two (22) months after the City's issuance of the Notice to Proceed, the Consultant shall perform the following services:

- Provide a final public hearing draft;
- Public review and stakeholder input;
- Participate in Advisory Committee meetings;
- Conduct work sessions with the City Council, Planning and Zoning Commission and other boards and commissions as requested by the City;
- Assist with the required public hearings, recommendation, and adoption;
- Provide a final report (hard copies and online interactive version); and
- Provide the following deliverables:
 - Public hearing draft report,
 - Summary of Advisory Committee meetings,
 - Summary of work sessions with the City Council, Planning and Zoning Commission, and other boards,
 - Presentation materials for the public hearing; and
 - One printed full-color master original of the final adopted zoning ordinance electronic files for all elements of the final zoning ordinance, including a master PDF file containing the entire final adopted code with all electronic files in their native formats if the City desires.

4. General Grant Management Administration Duties

Throughout the term of this Agreement, the Consultant shall provide grant administration services in conformance with the Community Development Block Grant - Mitigation (CDBG-MIT) program and ensure that all actions taken hereunder adhere to all requirements of the General Land Office (GLO). The Consultant's grant management and administration services shall include, but not be limited to, the following:

- a. Ensure program compliance, including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.;
 - b. Assist subrecipient in establishing and maintaining financial processes;
 - c. Obtain and maintain copies of the subrecipient's most current contract, including all related change requests, revisions and attachments;
 - d. Establish and maintain record keeping systems;
 - e. Assist subrecipient with resolving monitoring and audit findings;
 - f. Serve as monitoring liaison;
 - g. Report suspected fraud to the GLO;
 - h. Submit timely responses to GLO requests for additional information;
 - i. Assist in completing draw request forms and supporting documents;
 - j. Utilize and assist with GLO's system of recording to complete milestones, submit documentation, reports, draws, change requests, etc.;
 - k. Submit change requests and all required documentation related to any change requests;
 - l. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested;
 - m. Assist in public hearings;
 - n. Work with GLO's system of record;
 - o. Provide monthly project status updates;
 - p. Assist with labor and procurement duties to ensure grant compliance;
 - q. Assist with financial duties to ensure grant compliance; and
 - r. Perform any other administrative duties required to deliver the Project.
5. **Project Website and Online Interactive Plan**
 Throughout the Agreement, the Consultant will assist the City in the design and publication of the adopted plans on an interactive, citizen-friendly website, starting as a project website for the plan development process. During plan development, the site will be designed for public outreach, including education and information; to issue meeting invitations and notices; and to solicit input through polling, surveying or other methods. Interim deliverables will be posted on the site during each phase. Upon Project completion the final adopted plan and interactive website will be provided to the City

Exhibit "B"
REQUIRED CONTRACT PROVISIONS

The following contract provisions are included in this Agreement, where applicable, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and the Consultant shall comply with each such provision. Violations will be referred to the proper authority in the applicable jurisdiction. Additionally, the Consultant is 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 subconsultants performing work under this Agreement. All required provisions applicable to the Project by federal, state, or local law or regulation shall be deemed to have been set forth herein in full.

For purposes of these provisions, the Consultant may also be referred to as "contractor" or "prime contractor," and the City of Friendswood may also be referred to as "subrecipient." The Parties agree that should there be a conflict between this Exhibit "B" and the terms of the Agreement, the most stringent provision shall control, as determined by the City.

Contract Terms

1.	Termination of Agreement for Cause.	2
2.	Termination for Convenience of the City.	2
3.	Changes.	3
4.	Resolution of Program Non-Compliance and Disallowed Costs.	3
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6.	Assignability.	3
7.	Reports and Information.	3
8.	Records, Access, and Audits.	4
	a. Records.	4
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1. Termination of Agreement for Cause.

If the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may offset the damages it incurred as a result of the Consultant's breach of the Agreement from any amounts it might otherwise owe the Consultant.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Consultant's services and work at City's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant

prior to the date of the termination of this Agreement. The Consultant shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes.

The City may, from time to time, request changes in the services the Consultant will perform under this Agreement. Such changes, including any increase or decrease in the Consultant's compensation, must be agreed to by all Parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both Parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the Parties may first agree to try in good faith to settle the matter by mediation before resorting to litigation, or some other dispute resolution procedure. If the Parties agree to mediate, the Parties shall bear the costs of such mediation equally. If the matter is not resolved within 60 days of the initiation to negotiate or after any third-party mediation, either Party may proceed to file suit.

5. Personnel.

- a. The Consultant represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability.

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information.

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Consultant shall collect, transmit and store all reports and information pertaining to the Project in accordance with 2 C.F.R. § 200.336.

8. Records, Access, and Audits.

a. Records.

The Consultant shall maintain all records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the Project in a manner that conforms to 2 C.F.R. §§ 200.300-.309, 24 C.F.R. § 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Consultant shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Agreement (after the City makes its final payment and all pending matters are closed) or the period required by other applicable laws and regulations, including, but not limited to, 2 C.F.R. § 200.334.

b. Access to Records.

- (1) The Consultant agrees to provide the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the City, or any of their authorized representatives, access to any documents, papers, and records of the Consultant which are directly pertinent to the CDBG-MIT award and/or this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant 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 Consultant agrees to provide HUD, the GLO, or their authorized representatives access to the worksites pertaining to the work being completed under this Agreement.

c. Audits.

In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the HUD Administrator or the Comptroller General of the United States.

9. Findings Confidential.

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

10. Copyright.

No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

11. Compliance with Local Laws.

The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

a. Disclosure.

The Consultant must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. The Consultant 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 Consultant becomes aware of facts that require the statement to be filed.

b. Governing Body.

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.

c. Other Local Public Officials.

No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.

d. The Consultant and Employees.

The Consultant warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between the GLO and the City or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689).

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. Equal Opportunity Clause.

- a. During the performance of this contract, the Consultant agrees as follows:
- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Consultant will not discourage 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 Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The Consultant 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 its 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 Consultant'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 Consultant

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 Consultant will include the portion of the sentence immediately preceding paragraph (a) 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 Consultant 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 the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15. Davis-Bacon Act.

The Consultant recognizes that the prime construction contract for this Project 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 (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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. The Consultant shall ensure that a copy of the current prevailing wage determination issued by the Department of Labor is included in each solicitation under this Agreement. The Consultant's recommendation to award a contract or subcontract must be based upon the acceptance of the wage determination. The Consultant shall report to the City in writing all suspected or reported violations to the City. The Consultant understands that the City will, in turn, report each violation, as required, to HUD.

16. Copeland "Anti-Kickback" Act.

The construction contract for this Project 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 (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 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 Consultant shall report in writing all suspected or reported violations to the City. The Consultant understands that the City will, in turn, report each such violation, as required, to HUD and the GLO.

17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

The construction contract for this Project must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5) and 2 C.F.R. Appendix II to part 200 (E). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible; provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. If Consultant becomes aware of any violation of this legislation, the Consultant shall notify the City in writing. The Consultant understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

18. Clean Air Act (42 U.S.C. 7401-76719.1 and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-76719.1) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). If Consultant becomes aware of any violation of these standards, orders, regulations, or laws, the Consultant must report such violation to the City in writing. The Consultant understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

19. Federal Water Pollution Control Act.

The construction contract for the Project must contain a provision that requires compliance 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. If Consultant becomes aware of any violation of these standards, orders, regulations, or laws, the Consultant must report such violation to the City in writing. The Consultant understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

20. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the construction contract for the Project, the contractor will be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. If Consultant becomes aware of any violation of these acts, the Consultant must report such violation to the City in writing. The Consultant understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

21. Domestic Preferences for Procurements (2 C.F.R. § 200.322).

- a. The Consultant understands that as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, the City is required to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). This preference requirement must be included in all sub-awards, including all contracts and purchase orders for work or products for the Project. As such, in making its recommendation to the City for the award of a contract, the Consultant shall take this preference under consideration.

- b. For purposes of this section:
- (1) "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.
 - (2) "Manufactured products" means 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.
 - (3) Iron and steel products, manufactured products, and construction materials used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.
22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.
The Consultant understands and agrees that no portion of the design of the Project shall be designed to conflict with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NOAA) and/or 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
23. Whistleblower Protection Act.
- a. The Consultant, its subconsultants, and employees working on this Project shall be subject to 41 U.S.C. § 4712, which requires that an employee 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 Consultant 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 Consultant shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.
24. Civil Rights Act of 1964.
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
25. Section 109 of the Housing and Community Development Act of 1974.
The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

26. Section 504 of the Rehabilitation Act of 1973, as amended.

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

27. Age Discrimination Act of 1975.

The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

28. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Consultant certifies that it will not and has not used federally 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 this contract. The Consultant shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

29. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The Parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

- e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- f. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

30. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Consultants.

- a. The Parties agree to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must 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;

- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

31. Patent Rights and Inventions.

- a. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 C.F.R. 200 Appendix II (f) and Rights to Inventions in 37 C.F.R. Part 401).
- b. *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the Consultant wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," compliance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations or standards issued by the GLO and the City shall be required. (2 C.F.R. 200 Appendix II (f), Rights to Inventions).

32. Energy Efficiency.

The Consultant shall ensure that its designs 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). (2 C.F.R. 200 Appendix II (h)).

33. State Law Requirements.

a. Form 1295.

The Consultant will provide a completed Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of the Consultant's Form 1295, the City agrees to acknowledge the Consultant's Form 1295 through its electronic filing application. The City and the Consultant understand and agree that, with the exception of information identifying the Consultant and the contract identification number, the City is not responsible for the information contained in the Consultant's Form 1295 and the City has not verified such information.

b. Iran, Sudan and Foreign Terrorist Organizations.

The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Consultant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

c. Anti-Boycott Verification.

The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, "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. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

d. Petroleum.

The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the Agreement term. The foregoing verification is made solely to enable the City to comply with such section. As used in the foregoing verification, "boycott energy companies" shall mean, 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 (a) above. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

e. Firearms.

The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will

not discriminate during the term against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such section. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association": (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (b) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

34. GLO Local Infrastructure Program Engineering Fee Cap.

Reimbursement of engineering fees paid under Agreement, including any subcontracts, are subject to the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.). Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the reimbursement of the fee to the client to not more than fifteen percent (15%) of the new total construction activity budget.

35. GLO Requirements.

The Consultant agrees to comply with the requirements contained in the following, which are attached hereto and incorporated herein for all intents and purposes:

Attachment A.....Performance Statement
Attachment B..... Assurances – Construction Programs
Attachment C..... General Affirmations
Attachment D.....Non-Exclusive List of Applicable Laws, Rules and Regulations
Attachment ESpecial Conditions

Exhibit "C"

SCHEDULE

The Consultant shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below within twenty-two (22) months:

Task Description		Months from NTP
Project/Client Coordination		Throughout the Agreement
Phase 1: Comprehensive Plan Update		12 Months
Mobilization	Month 1 to 2	
Current City	Month 3 to 6	
Visioning	Month 3 to 6	
Future City	Month 7 to 8	
Draft Plan and Implementation Strategy	Month 9 to 10	
Finalization and Adoption	Month 10 to 12	
Phase 2: Zoning Ordinance Update		22 Months
Kick-Off	Month 12 to 13	
Diagnostic/Findings	Month 14 to 16	
Ordinance/Code Updates	Month 17 to 19	
Finalization and Adoption	Month 19 to 22	
General Grant Administration Services		Throughout the Agreement
Project Website and Online Interaction Plan		Throughout the Agreement

The Consultant's obligation to render services hereunder will be for whatever period necessary for the final completion of the services required in Exhibit "A." However, the Consultant understands and agrees that services shall commence no earlier than upon execution of this Agreement; and the Consultant shall use commercially reasonable efforts to perform all services required herein within either 730 calendar days or the Project's administrative closure date, as defined by GLO, whichever is later.

Exhibit "D"

COMPENSATION

Basic Services

Services required under this Agreement, including all reimbursable expenses, shall be provided for a cost not to exceed TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$248,000.00) based upon the following schedules:

1. Contract Price shall be allocated as follows and no phase of the project shall exceed the percentages below unless necessary to meet the GLO requirements:

Percentage of Fees by Phase		Compliance with GLO requirements
Grant Management / Coordination / Website/Online Interaction	10%	
Start-up Documents Procurement Docs and/or In-House Work Plan Reporting/Submittals Grant closeout documents (including Grant Completion Report)		
Phase 1: Comprehensive Plan Update (completion)	63%	35%-65%
Mobilization	10%*	
Current City/Assessment of Current Comprehensive Plan/Base Studies	25%*	
Visioning/Draft Goals/Objectives/Policies	25%*	
Future City/Recommendations	20%*	
Draft Plan and Implementation Strategy/75% Completed Comprehensive Plan	10%*	
Finalization and Adoption	10% *	
Phase 2: Zoning Ordinance Update	27%	65%-95%
Kick-Off	10%*	
Diagnostic/Findings	25%*	
Community Engagement	17%*	
Ordinance/Code Updates	30%*	
Finalization and Adoption	18%*	

*May be modified during the process as required, however the percentages will be in compliance with GLO requirements

2. The rate sheet is applicable throughout the term of this Agreement:

RATE SHEET	
Description	Rate
Principal-In-Charge	\$325.00
Project Manager	\$225.00
Planning Manager	\$210.00
QA/QC Manager	\$194.00
Sr. Engineer	\$189.00
Engineer	\$158.00
Sr. Planner	\$157.00
Planner/ Public Engagement Assistance	\$100.00
Graduate Engineer	\$126.00
Engineer-In-Training	\$140.00
Sr. CADD Tech/GIS Tech	\$126.00
CADD Tech	\$110.00

RATE SHEET	
Description	Rate
Public Engagement Officer	\$210.00
Student Intern	\$65.00
Clerical	\$90.00

The portion of the Contract Price billed for the Consultant's Services will be based upon the Consultant's completion of and the City's and the GLO's acceptance of each grant milestone; provided that at no time the amounts specified herein for each task be exceeded.

Additional Services

The Consultant will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in writing by the City prior to the performance of the same.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/07/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the purchase of one (1) service vehicle for the Parks and Recreation Department from Grapevine Dodge Chrysler Jeep through the Texas Local Government Purchasing Cooperative (Buyboard).

Originating Department: Parks and Recreation

Degree of importance: Significant.

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the purchase of a 2026 2500 Crew 4x2 Long Bed Chassis from Grapevine Dodge Chrysler Jeep, for the Parks and Recreation Department (the "Department") through the Texas Local Government Purchasing Cooperative (BuyBoard No. 724-23), in the amount of \$52,386. This purchase is in line with the City's replacement vehicle policy and fund and will replace PR24.

The cost associated with this item is within the approved budgeted amount in the Vehicle Replacement Plan, and as the City is purchasing this item through the BuyBoard, it satisfies the State's legal requirements for competitive bidding.

The City of Friendswood is a member of the Texas Local Government Purchasing Cooperative (BuyBoard), which was created to increase the purchasing power of governmental entities and simplify their purchasing of needed equipment and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The approval of the purchase and implementation of the vehicle in question will immediately, and significantly, improve the continued effective operation of the City of Friendswood's Parks and Recreation Department.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. BuyBoard Quote
2. Government Code Verification Form
3. Form 1295

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #724-23 CHASSIS
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

Rep: Dennis Thomas

Phone: 817-410-7541

Email: dthomas@grapevinedcj.com

Date: 07/16/2025

A. Base Price:

39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ2L92	25 CREW LONG BED 4X2	3,850	2UA	TRADESMAN 6.4L HEMI GAS	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
ANP	BEDLINER	529	MRU	RUNNING BOARDS	592
XCH	EXTRA KEYS	267	DSA	ANTI SPIN AXLE	480
CLF	RUBBER FLOORMATS	228	ASN	TRADESMAN POWER GROUP	286
	CLASS 5 HITCH, BRAKE CONT	STD			
				Total of B. Published Options:	6,232

\$= 0.0%

Options	Bid Price	Options	Bid Price
TINT FRONT 2 , WHITE HEADACHE RACK			
BLACK ALUM CROSSBODY BOX			
TOMMYGATE G2-60-1542-TP27 LIFTGATE	5993		
		Total of C. Unpublished Options:	5,993

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. **Manufacturer Destination/Delivery:**

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: _____ miles

K. Subtotal:

L. Quantity Ordered $\times K =$

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 25, 2025

Date submitted: 07/08/2025

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

Subject: Consider approving a Construction Contract with Construction Masters of Houston, Inc., for the Council Chamber Renovation Project through the Harris County Department of Education Choice Partners Cooperative Contract No. 24/018MR-03.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves a construction contract with Construction Masters of Houston, Inc. (the "Contractor") for the Council Chamber Renovation Project (the "Project") through the Harris County Department of Education Choice Partners Cooperative (HCDE/CP) Contract No. 24/018MR-03, in the amount of \$370,196.70.

The scope of the Project is primarily focused on updating the Council Chamber's audiovisual technology, as the existing system is outdated and at its end of life. The upgrades include the following basework with the addition of three alternates:

City Council Chambers Renovation Project	Basework	Alt. 1	Alt. 2	
Base Bid	\$330,165.16	\$330,165.16	\$330,165.16	
Labor, materials, equipment, and supervision to renovate chambers per the drawings by Brinkley Wiginton Architects dated 02/26/2025. Includes all AV/IT design, engineering, fabrication, project management, installation, equipment, commissioning, training, and warranty.				
Alternative #1 - Replace Carpet		\$12,501.37	\$12,501.37	
Labor, materials, equipment, and supervision to renovate chambers per the drawings by Brinkley Wiginton Architects dated 02/26/2025. Demo existing carpet, scrape up existing glue and prep floor, float over existing boltholes, cut flush to the floor during base bid seat demo. Apply floor float needed				

on floor. Supply/Install new carpet per drawing.				
Alternative #2 - Electrical Trench & Conduits			\$6,935.27	
Labor, materials, equipment, and supervision to renovate chambers per the drawings by Brinkley Wiginton Architects dated 02/26/2025. Saw cut an approximate 2" x 3" deep trench to accommodate two (2) conduits and new floor boxes for new AV/IT cabling, by others. Saw cut work to be performed during weekend working hours. Pour back new high-strength concrete. Supply/Install new floor boxes and conduit with pull strings per drawings				
Alternative #3 - Re-staining the dais and wall.				
Labor, materials, equipment, and supervision to renovate chambers per the drawings by Brinkley Wiginton Architects dated 02/26/2025. Sand down and re-stain the wood on the dais and back wall behind the dais.				
TOTAL:	\$330,165.16	\$342,666.53	\$349,601.80	

If approved, the Project will begin work in early September and be completed for the Council's first meeting in January 2026. During this time, the Council meetings will take place in the Friendswood Independent School District's Board Room, located at 402 Laurel Drive, Friendswood, Texas 77546.

The total cost of the Project will be paid by the City's Public, Educational, and Governmental (PEG) Access Channels Funds, which are restricted funds that can only be used for capital costs associated with operating these channels, such as facilities and equipment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Complete failure of the audio/visual equipment in the Council Chambers would eliminate the ability to record and stream the City's public meetings held in the Council Chambers, thus reducing government transparency, efficiency and public outreach.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood CC Chambers Renovation Project Agreement
2. Construction Masters of Houston Inc._COI
3. City of Friendswood - COI 2
4. Performance Bond
5. Payment Bond
6. Code Verification Form
7. Form 1295
8. Supplemental Contract
9. Proposal - City Council Chamber Reno Rev 7-25-2025
10. 03 24-018MR General Contractor (JOC) RFP
11. 07 24-018MR Construction Masters Response
12. 10 24-018MR Construction Masters HTX Req Docs R1 25
13. 08 24-018MR Construction Masters Award Ltr

**SUPPLEMENTAL CONTRACT BETWEEN CITY
AND CONTRACTOR
FOR THE COUNCIL RENOVATION PROJECT THROUGH THE HARRIS COUNTY DEPARTMENT OF
EDUCATION CHOICE PARTNERS COOPERATIVE CONTRACT NO. 24/018MR-03**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Supplemental Contract (the "Contract") is entered into by and between the City of Friendswood (the "City") and Construction Masters of Houston, Inc., a Texas corporation (the "Contractor") for the Council Chamber Renovation Project, located at 910 S. Friendswood Drive, Friendswood, Texas 77546 (the "Project").

1. **SCOPE OF WORK:** This scope of work for the Project shall entail the renovation of the City Council Chamber in accordance with the plans and specifications approved by the City, including, but not limited to, (i) the drawings by Brinkley Sargent Wiginton Architects dated February 26, 2025, (ii) the FMG drawings dated December 10, 2024, for the new AV Booth, and (iii) the Sound-Craft System drawings dated February 26, 2025, for the new Multimedia Lectern. The Project includes all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, haul-off, disposal, cleanup, and other costs necessary to complete the Project. Specifically, the Project entails the following:

Base Bid

Extended Total Including Overhead and Profit from RS Means	\$ 368,522.91
Total of Non Pre-Priced Line Items	
Construction Masters Standard Coefficient (88%)	\$ (44,222.75)
Project Price Subtotal	\$ 324,300.16
Performance & Payment Bonds (pass-thru cost)	\$ 5,865.00
Permitting (pass-thru cost)	
Total Job Order Contract Price	\$ 330,165.16

Scope of Work: Base Bid

- Labor, materials, equipment, and supervision to renovate the Council Chambers per the drawings by Brinkley Sargent Wiginton Architects dated February 26, 2025, FMG drawings dated 12/10/2024 for new AV Booth, and the Sound- Craft Systems drawings dated February 26, 2025, for new Multimedia Lectern.
- Includes all AV/IT design, engineering, fabrication, project management, installation, equipment, commissioning, training, and warranty.

Alternate Add #1 – Replace Carpet

Extended Total Including Overhead and Profit from RS Means	\$ 13,996.16
Total of Non Pre-Priced Line Items	
Construction Masters Standard Coefficient (88%)	\$ (1,679.54)
Project Price Subtotal	\$ 12,316.62
Performance & Payment Bonds (Pass-thru cost)	\$ 184.00
Permitting (pass-thru cost)	
Total Job Order Contract Price	\$ 12,501.37

Scope of Work: Alternate #1

- Labor, materials, equipment, and supervision to renovate the Council Chambers per the drawings by Brinkley Sargent Wiginton Architects dated February 26, 2025.

- Demo existing carpet, scrape up existing glue and prep floor.
- Float over existing bolt holes, cut flush to the floor during base bid seat demo.
- Apply floor float as needed on floor.
- Supply/Install new carpet per the drawings.

Alternate Add #2 – Electrical Trench & Conduits

Extended Total Including Overhead and Profit from RS Means	\$	7,764.52
Total of Non Pre-Priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(931.74)
Project Price Subtotal	\$	6,832.78
Payment Bonds (pass-thru cost)	\$	102.49
Permitting (pass-thru cost)		
Total Job Order Contract Price	\$	6,935.27

Scope of Work: Alternate #2

- Labor, materials, equipment, and supervision to renovate the Council Chambers per the drawings by Brinkley Sargent Wiginton Architects dated February 26, 2025.
- Saw cut an approx. 2" x 3" deep trench to accommodate two (2) conduits and new floor boxes for new AV/IT cabling included in base bid pricing. Saw cut work to be performed during weekend working hours.
- Pour back new high strength concrete.
- Supply/Install new floor boxes and conduit with pull strings per drawings.
- The decision to move forward with this alternate add needs to be made prior to the installation of the new carpet.

Alternate Add #3 – Re-Stain Dias & Back Wall

Extended Total Including Overhead and Profit from RS Means	\$	23,057.43
Total of Non Pre-Priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(2,766.89)
Project Price Subtotal	\$	20,290.54
Payment Bonds (pass-thru cost)	\$	304.36
Permitting (pass-thru cost)		
Total Job Order Contract Price	\$	20,594.90

Scope of Work: Alternate #3

- Install new plastic laminate material on the dias desktop. Color TBD.
- Install new plastic laminate material on two doors (behind dias) on council chamber side only.
- Color TBD.
- Sand, re-stain with two coats the entire dias and back wall new stain color. Darker than existing.
- Color TBD.
- Repair existing stained wood as needed.
- Prep and paint two metal door frames at back wall. Color TBD.

The scope of work is depicted in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes.

The Contractor shall perform the scope of work for a contract price not to exceed THREE HUNDRED SEVENTY THOUSAND ONE HUNDRED NINETY-SIX AND 70/100 DOLLARS (\$370,196.70) (the "Contract Price") as detailed in Contractor's Job Order Contracting Proposal dated July 25, 2025.

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 to this Contract,
 - b. this Contract,
 - c. Plans and Specifications approved by the City,
 - d. Performance and Payment Bonds,
 - e. HCDE/CP Contract No. 24/018MR, and
 - f. Contractor's Job Order Contracting Proposal dated July 25, 2025.
- (collectively the "Contract Documents").

No amendments to this Contract 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 worksite. 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 Information Technology Director or his designee (the "City's Representative").

4. **COMMENCEMENT AND COMPLETION OF WORK:** Once the bond and the certificate of insurance have been submitted to and approved by the City, the Contractor shall perform the work 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 written notice to proceed. The work will be complete within one hundred ten (110) calendar days (including weekends and holidays) from the commencement date specified in the notice to proceed (the "Contract Time"). Time is of the essence in this Contract and the date of beginning and the date for final completion of work as specified in this Contract are essential conditions of this Contract. Contractor has submitted its quote 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 the work, a certificate of final completion shall be issued by the City's Representative.

5. **PAYMENT:**

- a. The Contractor agrees to perform the work for the Contract Price, subject to all allowable adjustments, as provided for in the Contract Documents. 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.
- b. The Contractor shall comply with Chapter 2258 of the Texas Government Code and use the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act.
- c. 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 the original Contract Price 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. The City Manager of the City has been granted general authority to approve change orders of up to 25% of the Contract Price.

6. **PAYMENT PROCEDURES:** The Contractor shall submit Application for Payment and supporting documentation no more than once a month for work performed and accepted by the City. Upon final completion and acceptance of the work by the City Council, the City shall pay the invoiced amount as recommended by City's Representative, which shall not exceed the Contract Price.

7. **INTEREST:** Interest on any overdue payment from the City to the Contractor shall be paid in accordance with the provisions of Section 2251.025 of the Texas Government Code, as amended.

8. OBSERVATION, INSPECTIONS, TESTS:

- a. The City reserves the right to enter the Project site by such employee(s) or agent(s) as it may elect for the purpose of observing, testing and inspecting the work. In accordance therewith, the Contractor shall supply the City, upon request, with any keys or information necessary for the City to have access to the worksite. The City shall have the right to enter the worksite for the purpose of performing such collateral work as the City deems necessary or appropriate.
- b. Working hours for the City's inspection personnel are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-approved holidays. The Contractor shall notify the City of any required inspection work outside of these hours to allow for an overtime work determination to be made and assigned at least 48 hours in advance, and shall pay the overtime wages for the required City inspections. A request to adjust work hours to earlier times, but equivalent to an eight (8) hour work day, must be made in writing and approved by the City.

9. CONTRACTOR'S REPRESENTATIONS: In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and extent of the Contract Documents, worksite, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. The Contractor has carefully studied all available surveys, assessments, reports of explorations, investigations, and tests of subsurface conditions and drawings of physical conditions of the site. Such technical reports and drawings are not Contract Documents, and the City makes no representations or warranties as to the accuracy of such documents or information, or to whether or not they are complete, comprehensive, or all-inclusive.
- c. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in subsection b of this section) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work; and the Contractor assumes the risk of such subsurface and physical conditions, and shall furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, explorations, tests, reports, and studies or similar information or data are or will be required by the Contractor for such purposes.
- d. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by the Contractor in order to perform and finish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- e. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- f. The Contractor has given the City's Representative written notice of all conflicts, errors or discrepancies in the Contract Documents of which Contractor knew or should have known; and Contractor shall perform the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including any written resolution of any such conflict, error or discrepancy by the City's Representative. In the event of a conflict that was not brought to the City's attention prior to the bid, the Contractor is assumed to have bid the most expensive alternative.

10. LIQUIDATED DAMAGES: The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work is not completed within the times specified in Section 4, plus any extensions thereof allowed in accordance with Section 14 of this Contract. The City and the Contractor also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City FIVE HUNDRED

AND NO/100 DOLLARS (\$500.00) for each day that expires after the time specified in Section 4 for final completion until the work is complete and accepted by the City's Representative.

11. **RELEASE:** By this Contract, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Contract, 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 Contract; whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

12. **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 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 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 CONTRACT.
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13. **INSURANCE:** The Contractor shall procure and maintain at its sole cost and expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services to be performed hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors.

- a. **Coverages Required.** The 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 the Contractor's insurance and shall not contribute to it. Further, the 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: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- 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. **Requirements for Coverages.** The following shall be applicable to all policies of insurance required herein:

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII 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. Errors and Omissions can be on claims-made 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 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, with the exception of the Workers' Compensation Policy required herein.
- (6) 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.
- (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 the Contractor. The Contractor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the Effective Date of this Contract.

14. **EXTENSIONS AND DELAYS:**

- a. **Extensions.** Within two (2) 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 the City. Thereafter, the City's Representative, within two (2) 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 two (2) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon 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.
15. **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.
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.
 - 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. **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 Contract, including time of performance and deadlines therefor, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.
18. **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 Contract. 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 Contract 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 Contract 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 Contract 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 Contract. 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 Contract.
- 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 Contract, an equitable deduction for the Contract Price 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.

19. **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 Contract. The subletting of any portion or feature of the work or materials required in the performance of this Contract shall not relieve the Contractor from its obligations to the City under this Contract. 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 Contract. Every subcontractor shall be bound by the terms and provisions of this Contract 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 Contract. 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.

20. **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 Contract, any of the work is found or determined to be defective, including obvious defects, or otherwise not in accordance with this Contract, 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 Contract. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the 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.

21. 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 Contract, 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;
- 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 Price;
- 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 Contract.

Whenever the Contractor and/or its surety is required to make a payment under this Contract, it is expressly understood and agreed that such payment shall be due within fifteen (15) days after receipt of an invoice therefor unless expressly stated otherwise. 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.

22. 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 his discretion as an independent Contractor.

23. 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 as determined by the United States Department of Labor in accordance with the Davis-Bacon Act. 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 Contract. The Contractor and each of the subcontractors shall pay each of its employees engaged in work on the Project under this Contract 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 the 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.

24. **BONDING:** Both the Contractor and the City agree that the Contractor will furnish separate performance and payment bonds each in the sum of one hundred percent (100%) of the total Contract Price, in such forms as the City shall approve for this purpose, guaranteeing faithful performance of the Contract. It is agreed that this Contract 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 Contractor's quote.

The bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The bonds required herein shall remain in effect throughout the term of this Contract 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 Contract or in the required period thereafter, the bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bonds, which bonds shall assure performance, payment, or maintenance 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, does not affect the validity of this Contract and any accompanying bond.

25. **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 Contract, or other force majeure shall be assumed and borne by the Contractor.

26. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal and state laws and the City ordinances and codes applicable to the Contractor's operation under this Contract. 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.

27. **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 and convenience of the public shall be regarded as prime importance during construction.

- a. The Contractor shall remove, as soon as practicable, accumulated rubbish from the worksite.
- b. The Contractor shall not block ditches, inlets, fire hydrants, etc.

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.

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

- 29. TERMINATION:** If this Contract 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 worksite 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, (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 closeout 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 rights, 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 Contract Price 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 closeout measures.

- 30. 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 Contract 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 Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract 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 Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

31. **TERMINATION FOR CONVENIENCE:** The performance of the work may be terminated at any time, in whole or in part, by the City or the City's Representative for 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 Contract is terminated for cause, which is later determined not to exist, the parties agree that the Contract 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 Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

32. **COMPLETION AFTER ABANDONMENT OR TERMINATION:** In the event that the Contractor has abandoned the Project or the City has terminated the Contract 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 Contract, 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 the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the 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 Contract. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the 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 Contract if the same had been completed by the 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 Contract. In case any increase in cost to the City under the new contract as compared to what would have been the cost under this Contract, 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 Contract, 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 rights, 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.

33. **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 substantial default under any of the terms, provisions, conditions or covenants contained in this Contract.

34. MISCELLANEOUS:

- a. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- b. The City and the Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- c. The Contractor agrees to warranty the work for a period of one (1) year from completion of the Project against defects in materials and workmanship. The Contractor agrees to immediately repair or replace any defective work within this warranty period unless such repairs require a long lead time, materials and equipment; in which case the Contractor shall provide an agreeable schedule for repairs at no additional cost to the City.
- d. The Project will be completed according to the Contract Documents and in accordance with codes, ordinances, and construction standards of the City of Friendswood, and all applicable laws, codes and regulations of governmental authorities.
- e. In the event any notice period required under the Contract Documents is found to be shorter than any minimum period prescribed by applicable law, the notice period required shall be construed to be the minimum period prescribed by applicable law.
- f. This Contract and the Contract Documents, insofar as they relate in any part or in any way to the work undertaken therein, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions thereto or changes shall be in writing.
- g. The provisions of this Contract shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and the intent of the parties; but if for any reason any provision is unenforceable or invalid, such provisions shall be deemed severed from this Contract and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been part of this Contract.
- h. The headings of the paragraphs are included solely for the convenience of reference; and if there is any conflict between the headings and the text of the Contract Documents, the text shall control.
- i. The waiver of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. Failure by the City in any instance to insist upon observance or performance by the Contractor shall not be deemed a waiver by the City of any such observance or performance. No waiver will be binding upon the City unless in writing and then will be for the particular instance only. Payment of any sum by the City to the Contractor with knowledge of any breach or default will not be deemed a waiver of such breach or default or any other breach or default.
- j. The Contractor acknowledges that the City (through its employee handbook) considers the following to be misconduct that is grounds for termination of an employee of the City: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors or subcontractors, and/or collecting reimbursement of expenses made for the benefit of the City. The Contractor agrees that it will not, directly or indirectly, cause an employee of the City to engage in such misconduct.
- k. This Contract has been made under and shall be governed by the laws of the State of Texas.
- l. The place of making and the place of performance for all purposes shall be Galveston County, Texas.
- m. Nothing contained in this Contract or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.
- n. The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.
- o. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The

persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective entities.

- p. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.
- q. The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.
- r. This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.
- s. 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.
- t. 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Contract on the ____ day of _____, 2025, the date of execution by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSTRUCTION MASTERS OF HOUSTON,
INC.

(Signature)

JUSTIN DAVIS

(Printed Name)

PRESIDENT

(Title)

STATE OF TEXAS §

Brazoria §

COUNTY OF GALVESTON §

Before me on this day personally appeared Justin Davis, in his/her capacity as President of Construction Masters of Houston, Inc., on behalf of such corporation,

☒ known to me;

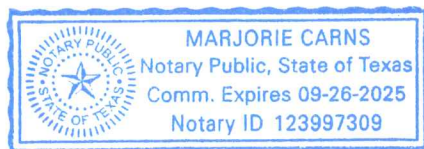
☐ proved to me on the oath of _____; or

☐ proved to me through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

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

Given under my hand and seal of office this 20th day of August, 2025.



My commission expires: 9/26/25

BRINKLEY SARGENT WIGINTON ARCHITECTS

910 S Friendswood Dr, Friendswood, TX 77546

ISSUE FOR PERMIT / BID

<i>PROJECT CONTACTS</i>	
OWNER	CITY OF FRIENDSWOOD 910 S. FRIENDSWOOD DR. CITY HALL FRIENDSWOOD, TEXAS 77546 281-996-3201
ARCHITECT	BRINKLEY SARGENT WIGINTON ARCHITECTS 825 TOWN & COUNTRY LN, SUITE 1200 HOUSTON, TEXAS 77024 713-825-1324
MEP	TELIOS CORPORATION 730 TOWN & COUNTRY BLVD SUITE 750 HOUSTON, TEXAS 77024 281-265-1636
IT/AV	TELIOS CORPORATION 730 TOWN & COUNTRY BLVD SUITE 750 HOUSTON, TEXAS 77024 281-265-1636

ABBREVIATIONS		ABBREVIATIONS	
&	AND	MAINT	MAINTENANCE
AC	ACOUSTIC CEILING TILE	MAX	MAXIMUM
ADA	AMERICANS WITH DISABILITIES ACT	MECH	MECHANICAL
ADD	ADDENDUM	MFR	MANUFACTURER
AFF	ABOVE FINISH LINE	MIC	MICROPHONE
ALT	ALTERNATE	MISC	MISCELLANEOUS
ALUM	ALUMINUM	MN	MINIMUM
ARCH	ARCHITECTURAL	MTD	MOUNTED
		MTL	METAL
BO	BOARD	N	NORTH
BLDG	BUILDING	NC	NOT IN CONTRACT
BO	BOTTOM OF	NO	NUMBER
BOB	BOTTOM OF DECK	NOM	NOMINAL
CPCI	CONTRACTOR FURNISHED CONTRACTOR INSTL D	NRC	NOISE REDUCTION COEFFICIENT
CG	CORNER GUARD	NTS	NOT TO SCALE
CI	CONTROL JUNCTION	OC	ON CENTER
CLG	CEILING	OFI	OWNER FURNISHED CONTRACTOR INSTALLED
CLR	CLEAR	OFDI	OWNER FURNISHED OWNER INSTALLED
CMU	CONCRETE MASONRY UNIT	OPD	OPPOSITE HAND
COL	COLUMN	OVD	OVERHEAD DOOR
CONC	CONCRETE	OZ	OUNCE
CONF	CONFERENCE		
CONT	CONTINGENT	PERFF	PERFORATED
CP1	CARPET	PERIM	PERIMETER
CT	CERAMIC TILE	PERP	PERPENDICULAR
		PNL	PANEL
DBL	DOUBLE	PLM	PLUMB LAMINATE
DEFS	DEPILATED EXTERIOR FINISH SYSTEM	PLWD	PLYWOOD
DEM	DEMOLITION/DEMOLITION	PR	PREPARED
DEPT	DEPARTMENT	PRD	PHYSICAL REQUEST
DA	DAMETER	PRFAB	PREFABRICATED
DNM	DIMENSION	PT	PRESSURE TREATED
DN	DOWN	PNT	PAINT
DR	DRIVE	PVC	POLYVINYL CHLORIDE
DWR	DRAINER	PVT	PRIVATE
DWG	DRAWING	PWR	POWER
EA	EACH	RAD	RADIUS
ELFS	EXTERIOR INSULATION AND FINISH SYSTEM	REBAR	REINFORCING BAR
EXP	EXPANSION JOINT	REC	RECOMMENDED
ELEC	ELECTRICAL	REF	REFERENCE
ELEV	ELEVATION, ELEVATOR	REFR	REFRIGERATOR
EQ	EQUAL	REG	REGULAR
EQUIP	EQUIPMENT	REINFC	REINFORCING
EXIST	EXISTING	REMV	REMOVE
EXT	EXTERIOR	REQ	REQUIRED
		RFI	REQUEST FOR INFORMATION
FLR	FLOOR AREA RATIO	RO	ROUGH OPENING
FLR	FLOOR DRAM	ROW	RIGHT OF WAY
FDC	FIRE DEPARTMENT CONTROL	RPM	REVOLUTIONS PER MINUTE
FEX	FIRE EXTINGUISHER	RWC	RAIN WATER CONDUCTOR
FEC	FIRE EXTINGUISHER CABINET	RWL	RAIN WATER LEADER
FFI	FINISH FLOOR		
FFR	FINISH FLOOR ELEVATION	SAN	SANITARY
FFR&	FITTURE, FURNISHINGS & EQUIPMENT	SCHED	SCHEDULE
FLR	FLOURESCENT	SHR	SHOWER
FLR	FLOOR	SF	SQUARE FEET
FO	FACE OF	SFI	SUPPLEMENTAL INSTRUCTION
FOC	FACE OF CONCRETE	SI	SIMILAR
FOF	FACE OF FINISH	SIM	SIMILAR
FOG	FACE OF STUD	SPEC	SPECIFICATION
		SPK	SPRAYER
GA	GAUGE	SS	STAINLESS STEEL
GALV	GALVANIZED	STL	STEEL
GWB	GYPSSUM WALL BOARD	STR	STRUCTURAL
GYP	GYPSSUM	SYS	SYSTEM
H&B	HOSE BIB	T&G	TONGUE AND GROOVE
HGT	HEIGHT	TAN	TANGENT
HMFL	HOLLOW METAL	TAS	TEXAS ACCESSIBILITY STANDARDS
HT	HOT	TC	TOP OF CURB
HR	HOUR	TF	TRENCH DRAIN
HT	HEIGHT	TEL	TELEPHONE
HVAC	HEATING, VENTILATING AND AIR CONDITIONING	TEMP	TEMPERATURE
HW	HARDWARE	TLT	TOILET
HW	HARDWOOD	TO	TO TOP OF
		TOC	TOP OF CONCRETE
I/D	IN LIEU OF	TOS	TOP OF STEEL
INFO	INFORMATION	TPD	THERMOPLASTIC POLYOLEFIN
INSUL	INSULATION	TY	TYPICAL
INT	INTERIOR	UNO	UNLESS NOTED OTHERWISE
J BOX	JUNCTION BOX	VAC	VACUUM
JAN	JANITOR	VERT	VERTICAL
JCT	JUNCTION	VEST	VESTRIBULE
JT	JOINT	VP	VERIFIED IN FIELD
		VWC	VINYL WALL COVERING
LAV	LAVATORY		
LCO	LIQUID CRYSTAL DIODE	W/	WITH
LCD	LIGHT EMITTING DIODE	WO	WITHOUT
LT	LIGHT	WC	WATER CLOSET
LTG	LIGHTING	WD	WOOD
		WDO	WINDOW
		WF	WIDE FLANGE
		WH	WATER HEATER

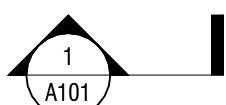
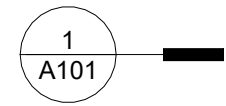
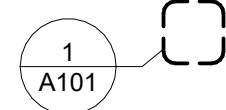
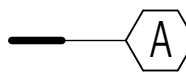
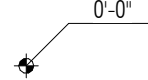
SYMBOL LEGEND			
	SECTION REFERENCE	 ROOM NAME	ROOM TAG NAME & NUMBER
	SECTION DETAIL REFERENCE		ROOM TAG NUMBER ONLY
	DETAIL REFERENCE		DOOR TAG
	EXTERIOR ELEVATION		EQUIPMENT TAG
	INTERIOR ELEVATION		GLAZING TAG
	WALL TAG		WINDOW TAG
	ELEVATION DATUM		SPOT ELEVATION
	TRUE NORTH ARROW		PLAN NORTH ARROW

EXHIBIT "A"

GENERAL DEMOLITION NOTES

*THESE DOCUMENTS ARE BASED ON THE AS-BUILT INFORMATION AVAILABLE. THIS INFORMATION HAS ALSO BEEN MADE AVAILABLE TO CONTRACTORS. SUCH INFORMATION CANNOT BE GUARANTEED TO BE ABSOLUTELY ACCURATE. CONTRACTOR SHALL BRING ALL DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT AS SOON AS KNOWN AND AVOID WORK IN QUESTIONED AREA UNTIL A COURSE OF ACTION HAS BEEN AGREED UPON BY OWNER, ARCHITECT AND CONTRACTOR.

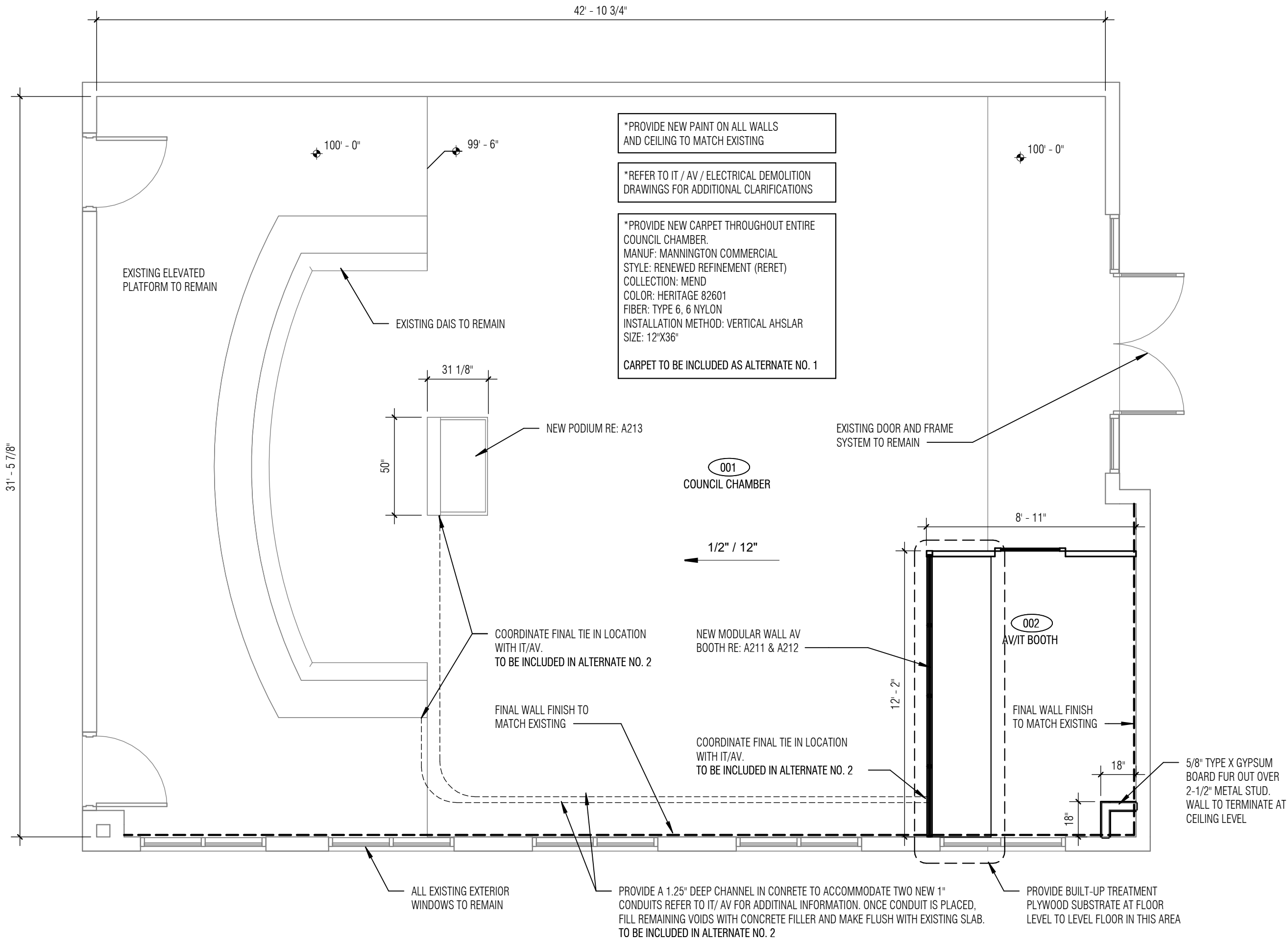
- REF MECHANICAL/PLUMBING SHEETS FOR MORE INFORMATION REGARDING THE SCOPE OF WORK.
- REF STRUCT. SHEETS FOR MORE INFORMATION REGARDING STRUCTURAL WORK.
- REF SITE PLAN FOR THE SITE SCOPE OF WORK.
- REF FINIS PLAN FOR NEW FINISHES. WHERE NEW FINISHES ARE SCHEDULED, EXISTING FINISHES ARE TO BE REMOVED AND SURFACES PREPARED FOR NEW FINISHES PER MANUF. RECOMMENDATIONS.
- REF ROOF PLAN DEMOLITION OR MODIFICATIONS.
- PROTECT ALL EXISTING FINISHES TO REMAIN, INCLUDING EXTERIOR MATERIALS. ANY DAMAGES TO EXISTING FINISHES SHALL BE REPLACED TO THE OWNERS SATISFACTION.
- ANY MODIFIED WALLS TO BE REPAINTED TO THE NEXT CORNER / TRANSITION.
- PROVIDE ALL PROTECTIONS AS NECESSARY TO PREVENT ACCESS TO WORK AREAS BY UNAUTHORIZED PERSONS.
- REPAIR EXISTING CONSTRUCTION (AS REQUIRED) TO MATCH ADJACENT CONSTRUCTION IN QUALITY, SIZE, TEXTURE, AND FINISH WHERE DAMAGED BY DEMOLITION WORK.
- ALL DEMOLITION EXPOSED TO THE INTERIOR OF THE BUILDING TO THE OUTSIDE ELEMENTS SHALL BE PROPERLY CONCEALED AND PROTECTED TO ELIMINATE ANY DAMAGES FROM ILLEGAL ACCESS, VANDALISM OR WEATHER DURING CONSTRUCTION, AND MAINTAIN BUILDING SECURITY.
- THE CONTRACTOR SHALL PROVIDE ALL SLAB CUTS AND ROOF PENETRATIONS REQUIRED FOR INSTALLATION OF NEW WORK AND PATCH BACK SAME TO MATCH EXISTING CONSTRUCTION AND QUALITY.
- PATCH ALL CONDITIONS DAMAGED OR REMOVED TO ACCESS BUILDING FOR MEP SCOPE.
- PROTECT EXISTING FLOOR WHERE REQUIRED.
- REPLACE ANY DAMAGED EXTERIOR INSULATION IF DISCOVERED WHEN EXPOSED.
- FOR PLUMBING FIXTURES IN RENOVATED RESTROOMS, DEMOUNT ALL PLUMBING FIXTURES TO BE STORED AND PROTECTED FOR RE-INSTALLATION FOLLOWING FINISH UPGRADE.
- DEMOLITION OF EXISTING CEILINGS AS NECESSARY FOR NEW WORK. REPLACE WITH SIMILAR MATERIAL AND FINISH AND MAINTAIN RATING IF NEEDED.

FLOOR PLAN LEGEND

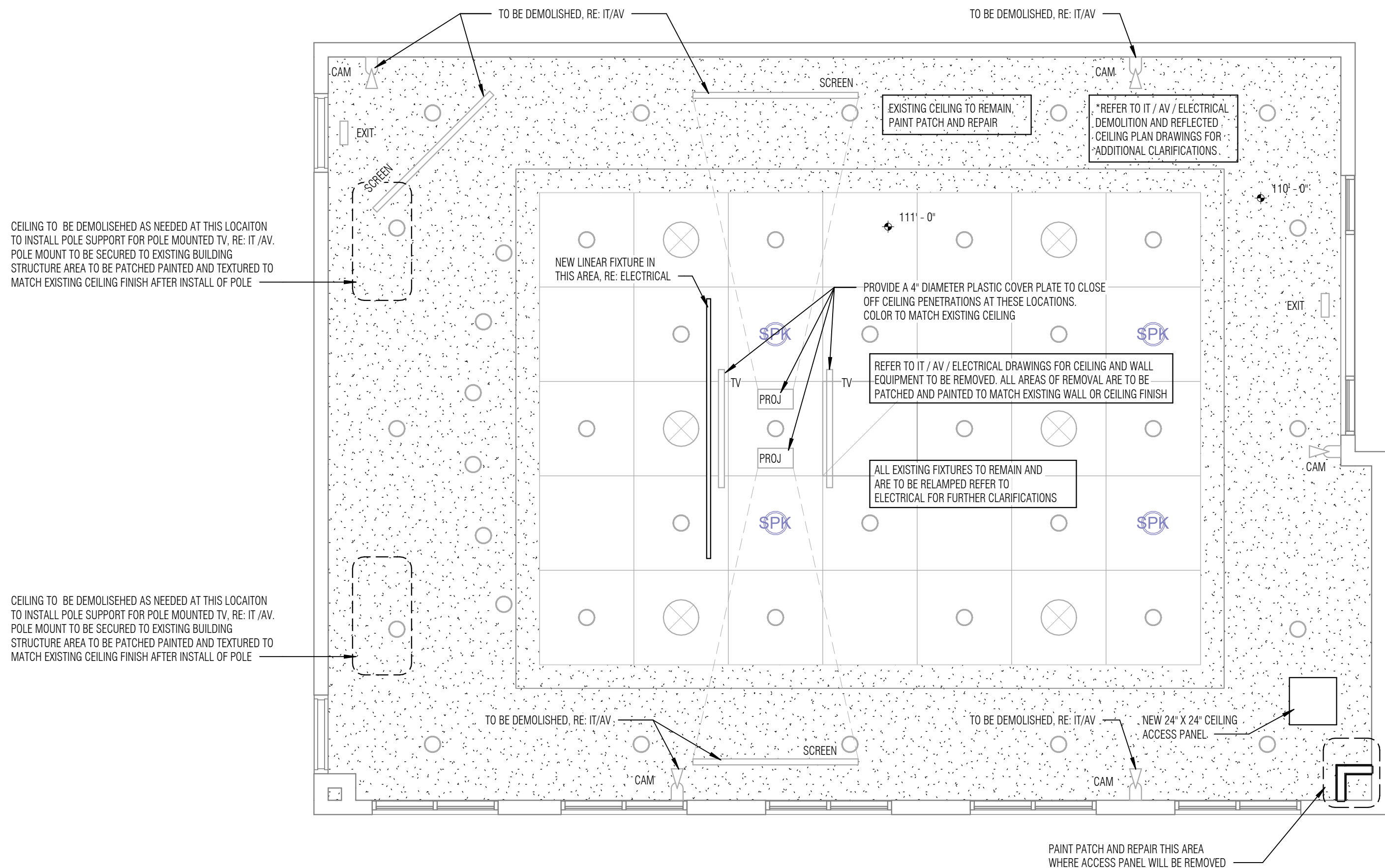
STUD WALL (NOT TO DECK)

SHEET NOTES:

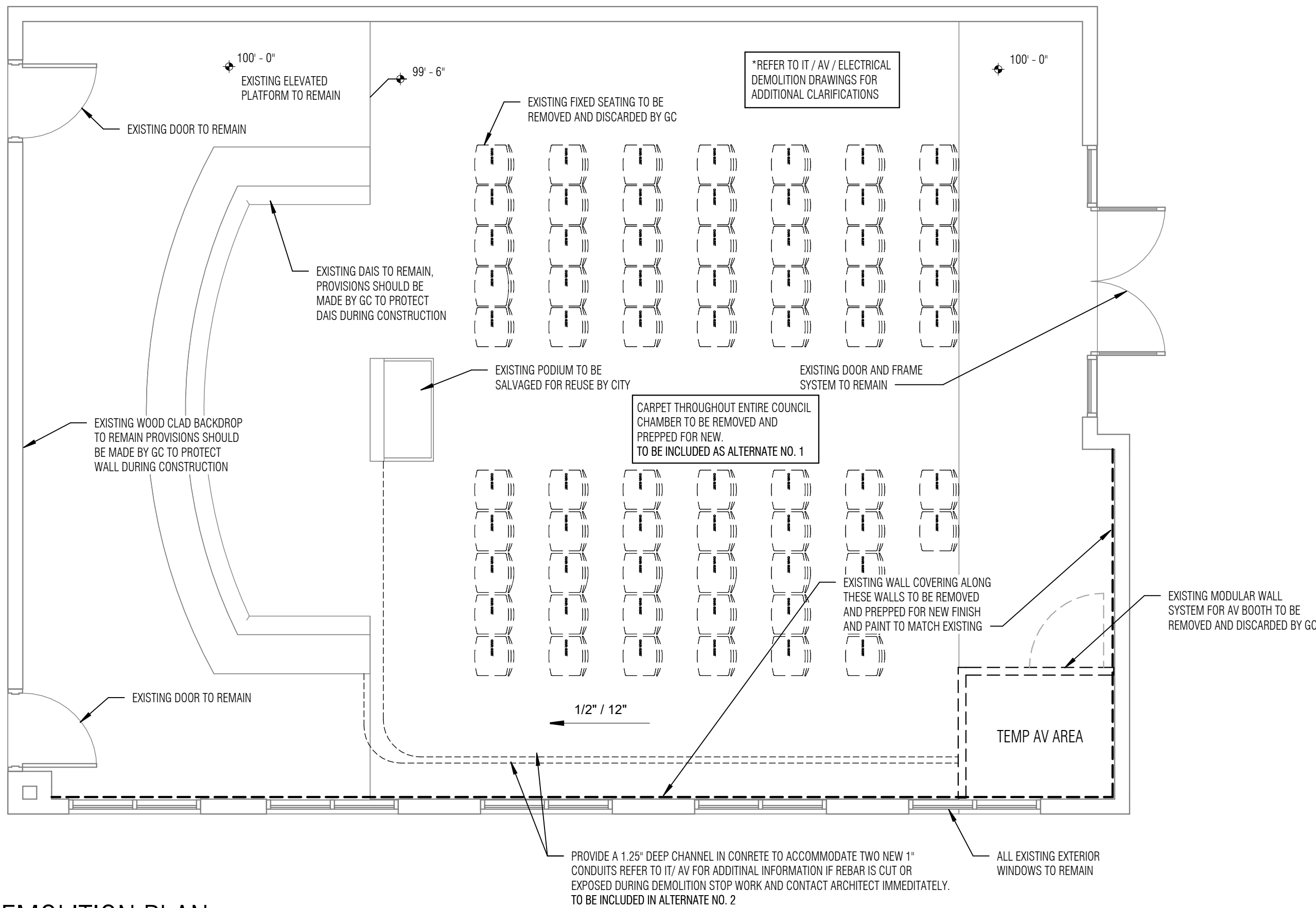
- STUD WALL DIMENSIONS ARE FACE OF STUD UNLESS NOTED OTHERWISE.
- CMU WALL DIMENSIONS ARE FACE OF CMU UNLESS NOTED OTHERWISE.
- PER SPECIFICATION 09 29 00 GYPSUM BOARD, USE TILE BACKER BOARD IN LIEU OF GYP AT LOCATIONS WHERE TILE IS CALLED OUT AS A WALL FINISH. REFERENCE FINISH SCHEDULE AND FINISH PLAN.
- GRIND RADIUS PROFILE AT ALL CMU OUTSIDE CORNERS.
- REFERENCE +/- FOR PARTITION TYPES.
- REFERENCE INTERIOR ELEVATIONS AND FINISH PLANS FOR LOCATIONS THAT MAY REQUIRE BACKER BOARD OR APPLIED FINISHES.
- REFERENCE ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, TAGS AND NOTES.
- CEILINGS AT 9'-0" ABOVE FINISH FLOOR U.N.D.



2 FLOOR PLAN
SCA 1/4" = 1'-0"
LE:



3 REFLECTED CEILING PLAN
SCA 1/4" = 1'-0"
LE:



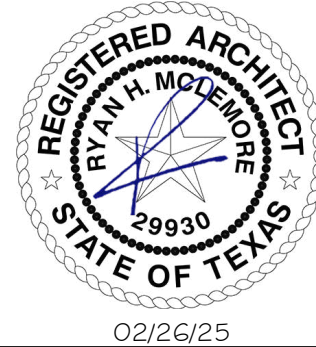
1 DEMOLITION PLAN
SCA 1/4" = 1'-0"
LE:

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

910 S Friendwood Dr, Friendswood, TX 77546

HISTORY		
#	DATE	DESCRIPTION



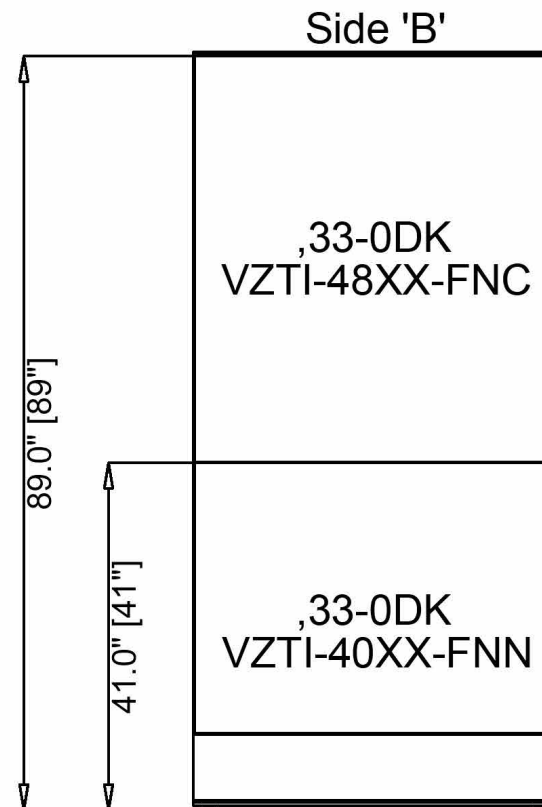
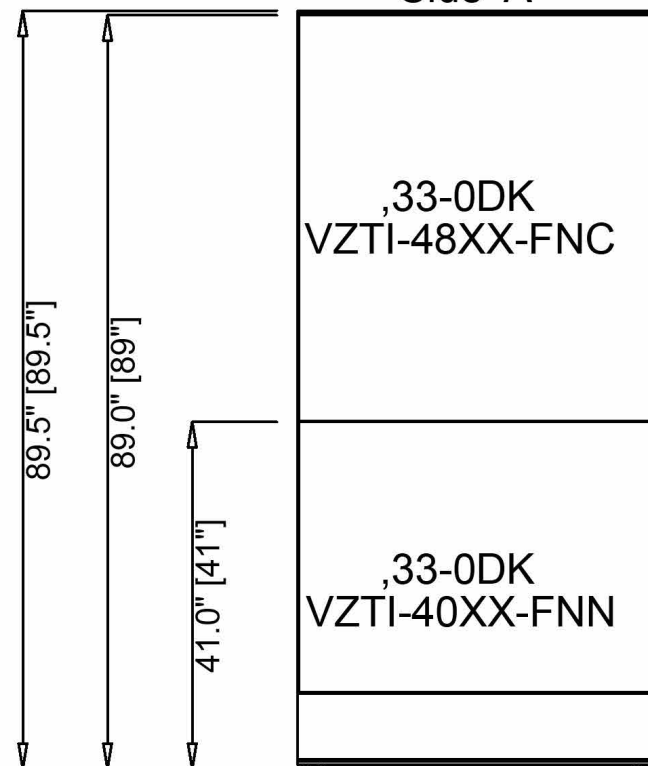
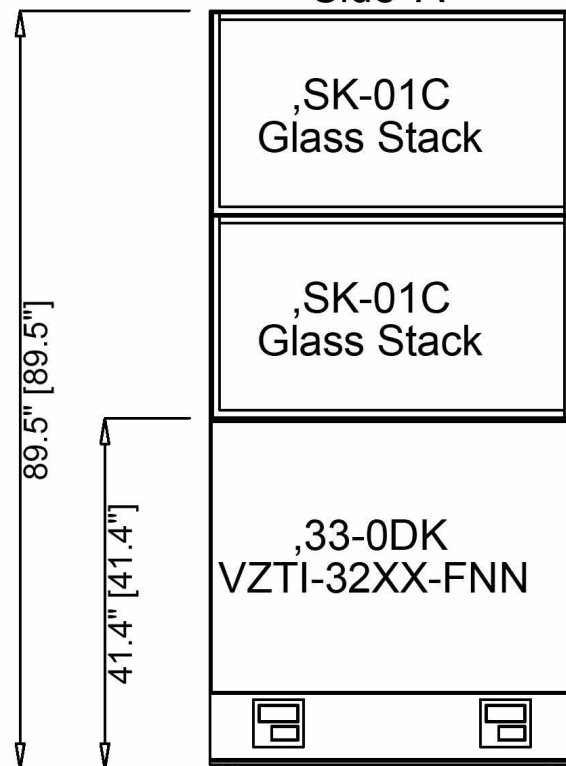
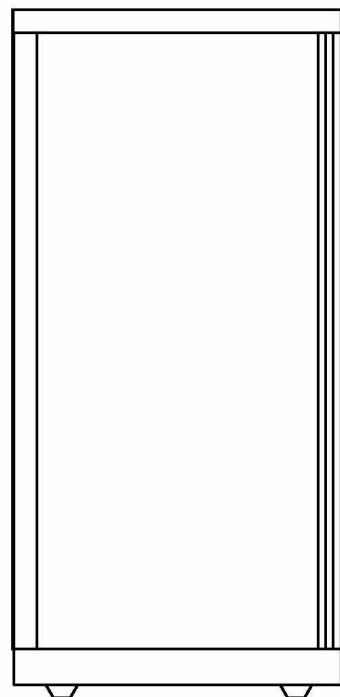
DEMOLITION PLANS,
FLOOR PLAN,
REFLECTED CEILING
PLAN

22404.00
02/26/25

A210

COMPONENTS LAYOUT

PANEL LAYOUT

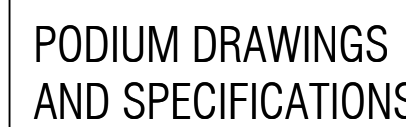


THIS DOCUMENT IS THE PROPERTY OF FMG (FURNITURE MARKETING GROUP) LOANED TO RECIPIENT IN STRICT CONFIDENCE AND SHALL NOT WITHOUT PRIOR WRITTEN PERMISSION, BE DISCLOSED, REPRODUCED, COPIED OR LOANED IN WHOLE OR PART, OR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS INTENDED. ACCEPTANCE OF THIS DOCUMENT WILL BE CONSTRUED AS AN AGREEMENT WITH RECIPIENT TO THE FOREGOING CONDITIONS.



910 S Friendswood Dr, Friendswood, TX 77546

HISTORY		
#	DATE	DESCRIPTION

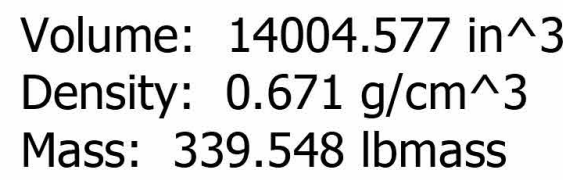


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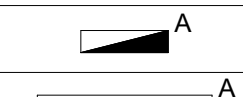
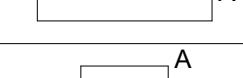
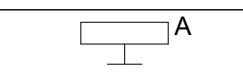
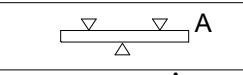
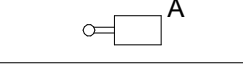
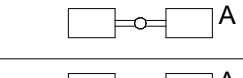
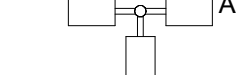
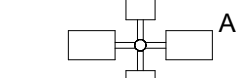
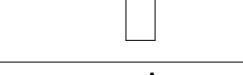
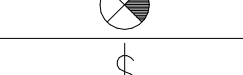
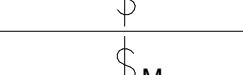
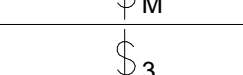
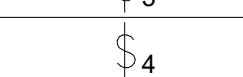
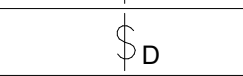
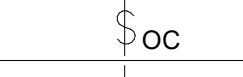
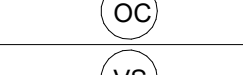
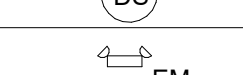
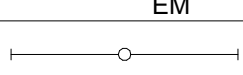
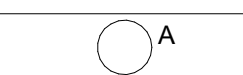
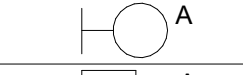
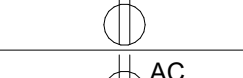
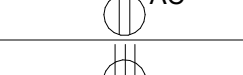
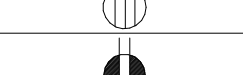
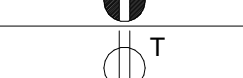
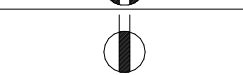
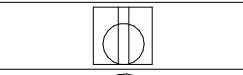
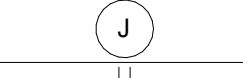
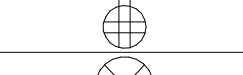
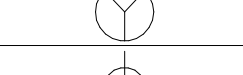
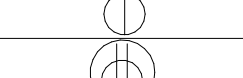
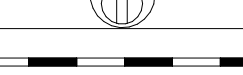
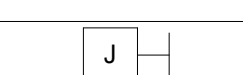
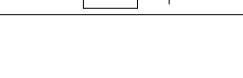
A. Sound-Craft Systems – Master Quote 2120224-1R1

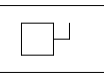
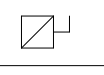
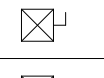
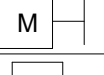
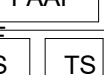
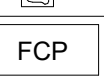
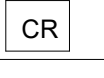
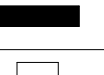
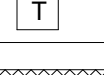
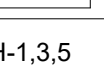
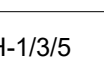
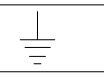
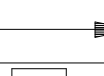
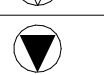
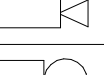
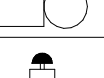
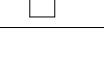
1. Model MML50 Classroom Presenter Multimedia Lectern
2. Euro-hinged doors with lock
3. Keyboard drawer with lock
4. 8 outlet power strip
5. No casters
6. No removable front access panel
7. HPL laminate finish – Specify
8. Removable work surface - HPL finish – Specify
9. Adjustable leveling glides
10. Recess LCD monitor mount into front of lectern
11. Pullout document camera shelf
12. Deluxe combination work surface
13. Cable port outlet – Work surface
14. Astatic 827A microphones and SM93 Clockaudio shock mount
15. Rack Box 12 space – Left side
16. Adjustable shelf with standards – Right side
17. Cooling fan – Left side
18. Vented slots
19. See Drawing -

MML50_750_133_AS_CA_CM_CO_EH_FG_GL_IL_KD_LK_QR_RK12_RQC_RUG_VX_VX
Drawing 2D

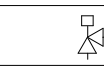
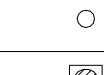
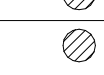
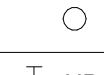
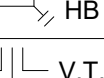
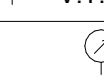
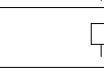
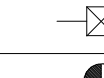
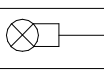
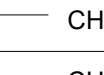
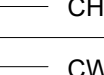
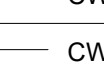
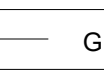
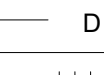
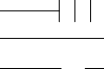
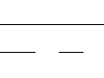
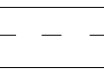
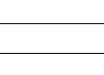
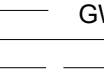
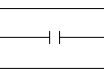
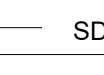
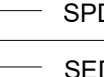
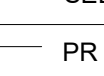
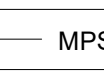
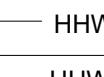
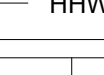
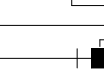
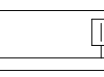
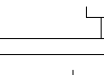
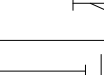
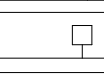
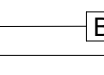
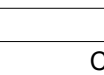
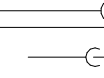
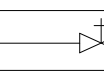
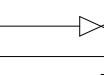
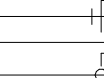
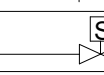
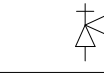
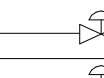
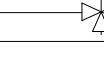


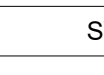
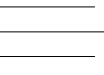
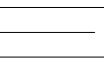
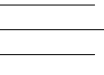
	Sound-Craft Systems www.sound-craft.com			
	Description The Classroom Multimedia Lectern			
	Quote Z120224-1R1			
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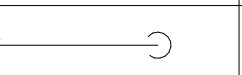
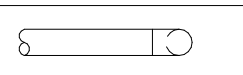
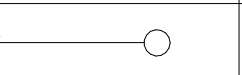
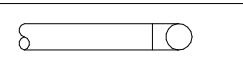
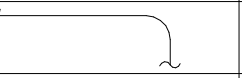
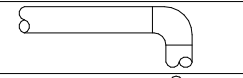
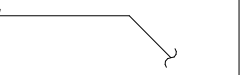
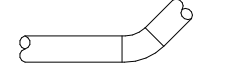
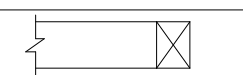
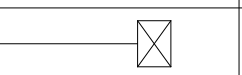
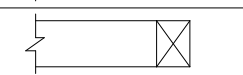
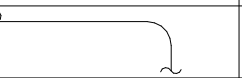
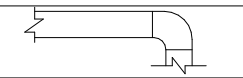
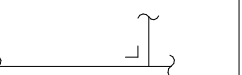
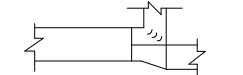
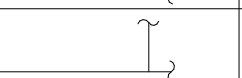
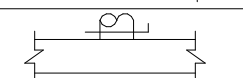
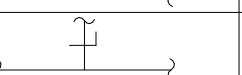
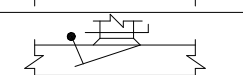
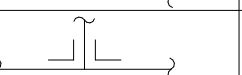
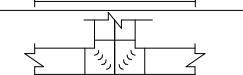
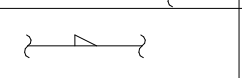
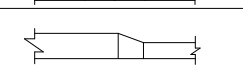
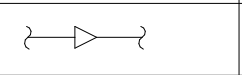
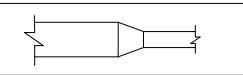
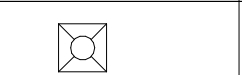
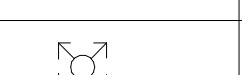
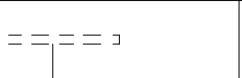
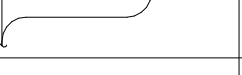
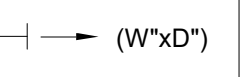
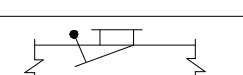
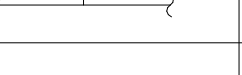
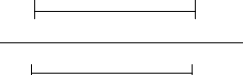
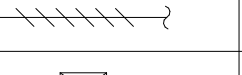
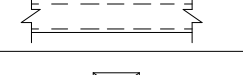
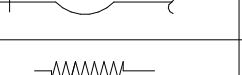
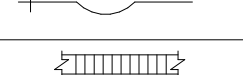
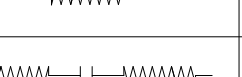
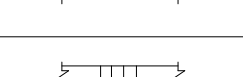
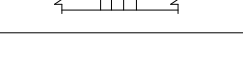
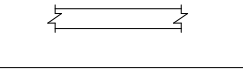
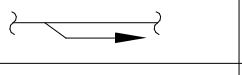
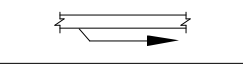
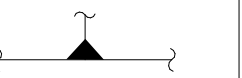
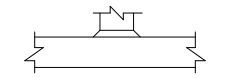
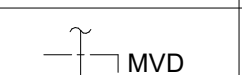
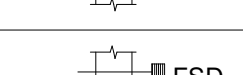
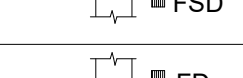
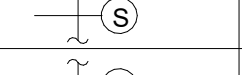
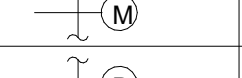
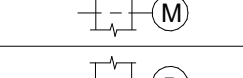
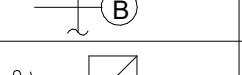
ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	EMERGENCY HATCHED FIXTURE TYPICAL. REFER TO FIXTURE SCHEDULE FOR LENGTH AND TYPE.
	1x8 LIGHT FIXTURE LETTER INDICATES FIXTURE TYPE.
	1x4 LIGHT FIXTURE LETTER INDICATES FIXTURE TYPE.
	2x2 LIGHT FIXTURE LETTER INDICATES FIXTURE TYPE.
	2x4 LIGHT FIXTURE LETTER INDICATES FIXTURE TYPE.
	DOWN LIGHT LETTER INDICATES FIXTURE TYPE.
	WALL MOUNTED FIXTURE. REFER TO SCHEDULE FOR FIXTURE DETAILS. LETTER INDICATES FIXTURE TYPE.
	LIGHTING TRACK WITH TRACK FIXTURES
	SITE LIGHTING (SINGLE SQUARE OR ROUND LUMINAIRE) LETTER INDICATES FIXTURE TYPE.
	SITE LIGHTING (DOUBLE HEAD SQUARE OR ROUND LUMINARIES) LETTER INDICATES FIXTURE TYPE.
	SITE LIGHTING (TRIPLE HEAD SQUARE OR ROUND LUMINARIES) LETTER INDICATES FIXTURE TYPE.
	SITE LIGHTING (SINGLE SQUARE OR ROUND LUMINAIRE) LETTER INDICATES FIXTURE TYPE.
	FLOOD LIGHTING LETTER INDICATES FIXTURE TYPE.
	BOLLARD LIGHTING LETTER INDICATES FIXTURE TYPE.
	EXIT SIGN (REFER TO PLAN FOR CHEVRON DIRECTION)
	SINGLE POLE TOGGLE SWITCH
	MOTOR RATED SWITCH
	THREE-WAY TOGGLE SWITCH
	FOUR-WAY TOGGLE SWITCH
	DIMMER SWITCH
	LOW VOLTAGE SWITCH
	OCCUPANCY SENSOR SWITCH
	VACANCY SENSOR SWITCH
	OCCUPANCY SENSOR REFER TO PLAN FOR WALL OR CEILING MOUNTED.
	VACANCY SENSOR REFER TO PLAN FOR WALL OR CEILING MOUNTED.
	DAYLIGHT SENSOR REFER TO PLAN FOR WALL OR CEILING MOUNTED.
	EMERGENCY BATTERY PACK FIXTURE
	UTILITY STRIP FLUORESCENT FIXTURE. REFER TO SCHEDULE FOR FIXTURE LENGTH. LETTER INDICATES FIXTURE TYPE.
	DOWNLIGHT FIXTURE LETTER INDICATES FIXTURE TYPE.
	DOWNLIGHT WALL WASHER LETTER INDICATES FIXTURE TYPE.
	WALL SCONCE LETTER INDICATES FIXTURE TYPE.
	WALL PACK
	DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE ABOVE COUNTER
	208V RECEPTACLE
	GROUND FAULT CIRCUIT INTERRUPTER (GFI) RECEPTACLE
	TAMPER-RESISTANT RECEPTACLE
	WEATHER PROOF/GFI RECEPTACLE
	ISOLATED GROUND RECEPTACLE
	FLOOR MOUNTED RECEPTACLE
	JUNCTION BOX
	QUADRUPLEX (QUAD) RECEPTACLE
	SPECIAL PURPOSE RECEPTACLE
	SIMPLEX RECEPTACLE
	CEILING MOUNTED RECEPTACLE
	MULTIPLE OUTLET
	WALL MOUNTED J BOX

SYMBOL	DESCRIPTION
	DISCONNECT SWITCH
	FUSED DISCONNECT SWITCH
	COMBINATION STARTER AND DISCONNECT SWITCH NF INDICATES NOT FUSED
	MAGNETIC MOTOR STARTER
	FIREMAN'S PHONE JACK
	SMOKE DETECTOR
	HEAT DETECTOR
	SPEAKER FIRE ALARM
	FIRE ALARM VISUAL SIGNAL
	FIRE ALARM AUDIBLE/VISUAL SIGNAL
	FIRE ALARM SPEAKER/HORN WITH VISUAL ASSEMBLY
	FIRE ALARM HORN ONLY
	FIRE ALARM MAGNETIC HOLD OPEN
	FIRE ALARM PULL STATION
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	FIRE ALARM FLOW/TAMPER SWITCH
	FIRE ALARM JACK
	FIRE PANEL
	ELEVATOR FIRE SIGN
	DUCT SMOKE DETECTOR
	CARD READER
	PANELBOARD
	TRANSFORMER
	WIREWAY
	MOTOR
	DISTRIBUTION PANEL/SWITCHBOARD
	H-1,3,5 THREE (3) ONE-POLE CIRCUITS
	H-1/3/5 ONE (1) THREE-POLE CIRCUIT
	GROUND CONNECTION
	HOMERUN w/ CONDUCTORS (RE: PANEL SCHED.)
	PHOTOCELL
	FLOOR COMBINATION DATA/RECEPTACLE
	TELEPHONE WALL MOUNT
	DATA COMMUNICATION WALL MOUNT
	COMBINATION TELEPHONE/COMMUNICATION
	TELEPHONE CEILING MOUNT
	DATA COMMUNICATION CEILING MOUNT
	COMBINATION TELE/COMM CEILING MOUNT
	CEILING COMBINATION DATA/RECEPTACLE
	TELEVISION
	TELEVISION WALL MOUNT
	CAMERA
	SERVICE BELL
	EMERGENCY PUSH OFF (EPO)

NURSE CALL	
NCC\$	NURSE CALL CONTROL STATION
NCC	NURSE CALL CONTROL CABINET
N	NURSE CALL PATIENT STATION
NS	NURSE CALL STAFF STATION
CB	NURSE CALL CODE BLUE
NBP	NURSE CALL EMERGENCY PULL STATION
NBT	NURSE CALL EMERGENCY PULL TOILET STATION

SYMBOL	DESCRIPTION
	T&P VALVE
	S.D. SHOWER DRAIN
	F.D. FLOOR DRAIN
	A.D. AREA DRAIN
	R.D. ROOF DRAIN
	OVERFLOW ROOF DRAIN
	P.D. PLANTER DRAIN
	H.B. HOSE BIBB
	V.T.R. VENT THRU ROOF
	PRESSURE GAUGE - 2-1/2" DIAL, W/ 1/4" VALVE
	FS FLOW SWITCH
	CONSTANT FLOW DEVICE - EQUAL TO GRISWOLD
	POINT OF CONNECTION
	AS AQUASTAT
	THERMOSTATIC TRAP
	COMBINATION FLOAT AND THERMOSTATIC TRAP
	CHS CHILLED WATER SUPPLY
	CHR CHILLED WATER RETURN
	CWS CONDENSER WATER SUPPLY
	CWR CONDENSER WATER RETURN
	G GAS PIPING
	D DRAIN LINE
	FLX FLEXIBLE PIPE CONNECTION
	CW COLD WATER LINE
	HW HOT WATER LINE
	HWRT HOT WATER RETURN LINE
	SL SANITARY LINE
	GW GREASE WASTE LINE
	V VENT LINE
	F FIRE LINE
	SS SUB-SURFACE LINE
	SD STORM DRAIN LINE
	SPD SUMP PUMP DISCHARGE
	SED SEWAGE EJECTOR DISCHARGE
	PR PUMPED STEAM CONDENSATE RETURN
	MPS MEDIUM PRESSURE STEAM
	HHWR HEATING HOT WATER RETURN
	HHWS HEATING HOT WATER SUPPLY
	PITCH DOWN IN DIRECTION OF ARROW
	G GAS COCK
	T THERMOMETER
	COMBINATION PRESSURE & TEMPERATURE TAP
	STRAINER WITH BLOW OFF
	UNION OR FLANGED CONNECTION
	MAV MANUAL AIR VENT
	AAV AUTOMATIC AIR VENT
	B BUCKET TRAP
	C.O. CLEANOUT IN LINE
	W.C.O. WALL CLEANOUT
	OS & Y VALVE
	G GATE VALVE
	BV BUTTERFLY VALVE (WITH M) = MOTORIZED)
	BV BALL VALVE (WITH S) = SOLENOID)
	CV CHECK VALVE
	SV SOLENOID VALVE
	PRV PRESSURE RELIEF VALVE
	AV2 AUTOMATIC, 2 WAY VALVE
	AV3 AUTOMATIC, 3 WAY VALVE

MEDICAL GAS	
SYMBOL	DESCRIPTION
	O2 OXYGEN
	N2O NITROUS OXIDE
	N NITROGEN
	A AIR
	V VACUUM

SINGLE LINE	DESCRIPTION	DOUBLE LINE	
	90° ELBOW DOWN		ROUND ()
	90° ELBOW UP		
	ROUND RADIUS ELBOW		
	45° ELBOW		RECTANGULAR
	90° ELBOW DOWN		
	90° ELBOW UP		
	RECTANGULAR RADIUS ELBOW		
	RECTANGULAR ELBOW WITH TURNING VANES		
	SPLIT BRANCH TAKE-OFF WITH VANES ELBOW & SPLITTER DAMPER		
	BRANCH TAKE-OFF WITH RADIUS HEEL & EXTRACTOR		RECTANGULAR
	SPIN-IN TAP W/DAMPER		
	TEE WITH SPLITTER DAMPER & VANES		
	REDUCER, ECCENTRIC		RECTANGULAR
	REDUCER, CONCENTRIC		
	NEW SUPPLY AIR DIFFUSER		
	EXISTING SUPPLY AIR DIFFUSER		DIFFUSERS
	EXISTING SUPPLY AIR DIFFUSER TO BE RELOCATED		
	NEW SLOT DIFFUSER		
	EXISTING SLOT DIFFUSER TO REMAIN		DIFFUSERS
	EXISTING SLOT DIFFUSER TO BE RELOCATED		
	SIDEWALL DIFFUSER (WIDTH X DEPTH; DUCT CONN. SIZE)		
	SIDEWALL SUPPLY GRILLES OR REGISTER W/AIR EXTRACTOR		DUCTS
	LINED DUCTWORK		
	SUPPLY DUCT		
	RETURN DUCT		DUCTS
	EXHAUST DUCT		
	ROUND DUCT SIZE		
	OVAL DUCT SIZE		DUCTS
	ROUND FLEXIBLE DUCT		
	FLEXIBLE DUCT RUNOUT		
	FLEXIBLE DUCT CONNECTION		DUCTS
	DUCTWORK (SHEETMETAL) (WITH DEPTH IN VIEW OF PLAN)		
	DUCTWORK, DIRECTION OF SLOPE		
	CONICAL TAP W/DAMPER		DAMPERS
	MANUAL VOLUME DAMPER		
	COMBINATION FIRE/SMOKE DAMPER IN DUCT		
	FIRE DAMPER IN DUCT		DAMPERS
	SMOKE DAMPER		
	MOTORIZED VOLUME DAMPER		
	BACKDRAFT DAMPER		DAMPERS
	DIRECTION OF EXHAUST RELIEF		
	SUPPLY DIRECTION		
	STATIC PRESSURE SENSOR		MISC.
	THERMOSTAT, REMOTE SENSOR		

MECHANICAL, ELECTRICAL, & PLUMBING GENERAL SPECIFICATIONS

GENERAL:

PROVIDE EQUIPMENT, MATERIALS, LABOR, SUPERVISION AND SERVICES NECESSARY FOR OR INCIDENTAL TO, THE INSTALLATION OF COMPLETE AND OPERATING MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS AS SHOWN OR INDICATED ON THE DRAWINGS AND/OR SPECIFIED. PROTECT ALL EXISTING OPERATIONS AND PROPERTY ADJACENT, WITH WHICH WORK COMES IN CONTACT. MOVE MATERIALS, EQUIPMENT, DEBRIS, ETC., AND REPAIR SATISFACTORILY ALL DAMAGE CAUSED DURING CONSTRUCTION. REPLACE MATERIALS AND EQUIPMENT WITH NEW MATERIALS AND/OR EQUIPMENT FAILING TO GIVE SATISFACTORY SERVICE DURING THE GUARANTEE PERIOD. COORDINATE AND NOTIFY OWNER FOR APPROVAL AND SCHEDULING OF ANY EXISTING BUILDING SYSTEM INTERRUPTIONS.

ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED RECOMMENDATIONS FOR SERVICE INTENDED, AS INTERPRETED BY THE ARCHITECT. THE INSTALLATION OF ALL EQUIPMENT SHALL BE MADE BY EXPERIENCED CRAFTSMAN IN A NEAT WORKMANLIKE MANNER. ALL MATERIALS, TOOLS, COSTS, AND SERVICES NECESSARY TO COMPLETELY INSTALL ALL ELECTRICAL WORK SHALL BE FURNISHED BY THE CONTRACTOR. THE FINAL INSTALLATION SHALL COMPLY WITH THE APPLICABLE STANDARDS OF UL, ANSI, NEMA, ADA, TAS, NFPA 99, NATIONAL ELECTRICAL SAFETY CODE AND THE NATIONAL ELECTRICAL CODE.

MATERIALS AND WORKMANSHIP SHALL COMPLY WITH CONTRACT DOCUMENTS AND ALL APPLICABLE STATUTES, ORDINANCES, CODES AND REGULATIONS OF FEDERAL, STATE AND LOCAL AUTHORITIES HAVING JURISDICTION IN EFFECT ON THE DATE BIDS ARE RECEIVED, INCLUDING THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, AND NFPA 99. IN CASE OF DIFFERENCES BETWEEN APPLICABLE CODES AND STANDARDS AND THE CONTRACT DOCUMENTS, CONTRACTOR SHALL PROMPTLY NOTIFY ARCHITECT IN WRITING OF SUCH DIFFERENCE. SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS, CONTRACTOR SHALL BARE ALL COST RELATED TO THE CORRECTION OF THIS CONFLICT.

CONTRACTOR SHALL VISIT THE PREMISES TO THOROUGHLY FAMILIARIZE HIMSELF, DURING THE BIDDING TIME, WITH ALL DETAILS OF THE WORK AND WORKING CONDITIONS AND VERIFY ALL DIMENSIONS IN THE FIELD, AND SHALL ADVISE THE ARCHITECT OF ANY DISCREPANCY DURING BIDDING AND WHILE PERFORMING ANY WORK.

IT IS THE INTENT AND MEANING OF THE CONTRACT DOCUMENTS THAT THE CONTRACTOR SHALL PROVIDE AN INSTALLATION THAT IS COMPLETE WITH ALL ITEMS AND APPURTENANCES NECESSARY, REASONABLY INCIDENTAL, OR CUSTOMARILY INCLUDED, EVEN THOUGH EACH, AND EVERY ITEM IS NOT SPECIFICALLY CALLED OUT OR SHOWN.

COORDINATE AND OBTAIN APPROVAL FOR ANY REQUIRED MECHANICAL, ELECTRICAL, OR PLUMBING SYSTEM OUTAGES WITH BUILDING REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO OCCURRENCE.

CONCRETE WORK:

ALL CONCRETE WORK FOR CONCRETE STRUCTURES REQUIRED FOR THE WORK UNDER THIS DIVISION SHALL BE PROVIDED AND INSTALLED UNDER DIVISION 3, CONCRETE. COORDINATION OF THE CONCRETE STRUCTURES REQUIRED FOR THE WORK UNDER THIS DIVISION SHALL BE THE RESPONSIBILITY OF THIS DIVISION.

HOUSEKEEPING PADS:

STEEL REINFORCED CONCRETE HOUSEKEEPING PADS SHALL BE PROVIDED FOR FLOOR-MOUNTED ELECTRICAL EQUIPMENT SUCH AS SWITCHBOARDS, DISTRIBUTION BOARDS, TRANSFORMERS AND SIMILAR EQUIPMENT. INDOOR PADS SHALL BE 4" THICK AND REINFORCED AS REQUIRED TO SUPPORT THE EQUIPMENT.

PADS SHALL BE 6" LARGER IN ALL DIMENSIONS THAN EQUIPMENT SUPPORTED, INSTALLED CONTINUOUS TO WALLS, ETC., TO PREVENT DIRT TRAPS WHERE PRACTICAL.

INSTALL HEAVY DUTY ADJUSTABLE ANCHOR BOLTS, SET IN THE FORM AND POSITIONED USING EQUIPMENT TEMPLATES, PRIOR TO POURING CONCRETE WHEN POSSIBLE.

POUR AS INTEGRAL PART OF THE FLOOR SLAB WHEN POSSIBLE. TROWEL FINISH AND CHAMFER EDGES 1/2".

ALL CONCRETE WORK FOR HOUSEKEEPING PADS REQUIRED FOR THE WORK UNDER THIS DIVISION SHALL BE PROVIDED AND INSTALLED UNDER DIVISION 3, CONCRETE. COORDINATION OF THE HOUSEKEEPING PADS REQUIRED FOR THE WORK UNDER THIS DIVISION SHALL BE THE RESPONSIBILITY OF THIS DIVISION.

EXCAVATION AND BACKFILLING:

PERFORM EXCAVATION AND BACKFILLING IN ACCORDANCE WITH THE PROCEDURES AND USING THE MATERIALS AS DESCRIBED IN DIVISION 2, SITE WORK.

PERFORM EXCAVATION REQUIRED IN CONNECTION WITH THE INSTALLATION OF THE WORK UNDER THIS DIVISION. AFTER THE WORK HAS BEEN INSTALLED, TESTED AND APPROVED, BACKFILL ALL EXCAVATIONS WITH SUITABLE MATERIAL PER DIVISION 2 REQUIREMENTS. INCLUDE THE CUTTING OF ALL SIDEWALKS, STREETS AND OTHER PAVEMENTS AND REPAIR TO ORIGINAL CONDITION.

ACCESS PANELS

FURNISH ACCESS PANELS FOR ALL LOCATIONS WHERE MECHANICAL, ELECTRICAL, OR PLUMBING EQUIPMENT SUCH AS CONCEALED VALVES, PULL BOXES, ELECTRICALLY OPERATED DEVICES, ETC., ARE INSTALLED BEHIND FURNISHINGS, CHASES, OR NONREMOVABLE SUSPENDED CEILINGS EXCEPT SUCH PANELS AS ARE SHOWN ON THE ARCHITECTURAL DRAWINGS. THESE PANELS WILL BE INSTALLED IN THE WALLS OR CEILINGS BY THE TRADE INVOLVED UNDER THE APPLICABLE DIVISION OF THE GENERAL SPECIFICATIONS.

FURNISH ACCESS PANELS PER DIVISION 8. MINIMUM SIZE SHALL BE 24"x24" UNLESS FIELD CONDITIONS DICTATE OTHERWISE.

PAINTING:

PERFORM PAINTING IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN DIVISION 9 OF THE SPECIFICATIONS.

ALL EQUIPMENT SHALL BE DELIVERED TO THE JOB SITE WITH SUITABLE FACTORY FINISH. SHOULD THE FINISH BE DAMAGED IN TRANSIT OR DURING THE INSTALLATION, IT SHALL BE FINISHED TO MATCH APPEARANCE OF ORIGINAL FINISH.

OPERATING INSTRUCTION:

INSTRUCT THE OWNER'S REPRESENTATIVE IN THE PROPER OPERATION OF ALL EQUIPMENT ITEMS OF ALL THE VARIOUS MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

MANUALS:

UPON COMPLETION OF THE WORK, PROVIDE TO THE ARCHITECT FOR DELIVERY TO THE OWNER TWO COPIES OF A BOUND MANUAL OR MANUALS CONTAINING ALL DATA AND DESCRIPTIONS OF ALL MECHANICAL EQUIPMENT DEVICES, AND CONTROLS, ALL ELECTRICAL EQUIPMENT, WIRING DEVICES, LIGHTING FIXTURES, SWITCHBOARDS, PANELBOARDS, FIRE ALARM AND OTHER SIGNAL SYSTEMS, ALL PLUMBING EQUIPMENT, FIXTURES, DEVICES, AND CONTROLS, AND ALL OTHER SPECIAL SYSTEMS AND EQUIPMENT FURNISHED AND/OR INSTALLED UNDER DIVISION 15 OR 16. INCLUDE IN THIS DATA REPAIR PARTS, LISTS, AND OPERATION AND SERVICE INSTRUCTIONS AND MANUALS.

BIND DATA IN LOOSE LEAF, HARD BACK, RING BINDERS SIZED FOR 8-1/2-INCH BY 11-INCH SHEETS. PROVIDE SUFFICIENT BINDERS SO THAT NO BINDER WILL BE OVER 3-1/2-INCHES THICK.

INSPECTIONS AND TESTS:

OBTAIN TIMELY INSPECTIONS OF THE INSTALLATION BY THE CONSTITUTED AUTHORITIES, REMEDY ANY DEFICIENCIES TO THE SATISFACTION OF THE INSPECTION AUTHORITY.

MAKE WRITTEN NOTICE TO THE ARCHITECT ADEQUATELY IN ADVANCE OF EACH OF THE FOLLOWING STAGES OF CONSTRUCTION: 1. WHEN ALL ROUGH-IN IS COMPLETE BUT NOT COVERED. 2. AT COMPLETION OF THE WORK OF THIS SECTION. 3. PRIOR TO PLACING FLOOR SLAB, AND WHEN ALL ASSOCIATED ELECTRICAL WORK IS IN PLACE.

PERFORM TESTS REQUIRED BY THE GOVERNING AUTHORITIES, AND BY NFPA 99 AND THE NATIONAL ELECTRICAL CODE, IN ADDITION TO THE TESTS SPECIFIED IN THE INDIVIDUAL SPECIFICATIONS SECTIONS.

IN THE ARCHITECT'S PRESENCE, TEST ALL PARTS OF THE MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS AND PROVE THAT THE SYSTEMS FUNCTION IN THE REQUIRED MANNER.

WHEN MATERIAL OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, REMOVE THE NONCOMPLIANT ITEMS FROM THE JOB SITE AND REPLACE THEM WITH THE ITEMS COMPLIANT WITH THE SPECIFIED REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER. THIS SHALL BE PERFORMED WITHIN 3 DAYS AFTER NOTICE OF NONCOMPLIANCE.

AT THE TIME OF FINAL INSPECTION AND TESTS OF THE POWER AND LIGHTING SYSTEMS, ALL CONNECTIONS AT PANELS, SWITCHES, CIRCUIT BREAKERS, ETC., AND ALL SPLICES SHALL BE COMPLETE. ALL FUSES SHALL BE IN PLACE, AND ALL CIRCUITS SHALL BE CONTINUOUS FROM POINT OF SERVICE CONNECTION TO ALL SWITCHES, RECEPTACLES, OUTLETS, ETC.

ALL CIRCUITS SHALL BE FREE OF SHORTS AND GROUNDS. LOADS SHALL BE BALANCED BETWEEN PHASES.

UPON FINAL COMPLETION OF THE WORK, OBTAIN CERTIFICATES OF ACCEPTANCE FROM THE CONSTITUTED AUTHORITIES, DELIVER THE CERTIFICATES TO THE ARCHITECT FOR TRANSMISSION TO THE OWNER.

RECORD DRAWINGS:

THE PURPOSE OF FINAL PROJECT RECORD DOCUMENTS IS TO PROVIDE FACTUAL INFORMATION REGARDING ASPECTS OF THE WORK, BOTH CONCEALED AND VISIBLE, TO ENABLE FUTURE MODIFICATION OF THE WORK TO PROCEED WITHOUT LENGTHY AND EXPENSIVE SITE MEASUREMENT, INVESTIGATION, AND EXAMINATION.

DURING THE INSTALLATION OF THE WORK, THE CONTRACTOR SHALL KEEP DETAILED RECORDS OF ANY AND ALL CHANGES MADE FROM THE CONTRACT DRAWINGS, EITHER ON OR BEFORE FINAL COMPLETION OF SAID WORK. CONTRACTOR SHALL REVISE A SET OF REPRODUCIBLE DRAWINGS OF THE CONTRACT DOCUMENTS TO ILLUSTRATE THE WORK AS ACTUALLY INSTALLED. REPRODUCIBLE DRAWINGS SHALL BE PROCURED BY THE CONTRACTOR FROM THE ORIGINAL TRACINGS WHICH ARE THE PROPERTY OF THE ARCHITECT. ALL REVISIONS TO THE DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE WORK SHALL BE NEAT, VISIBLE AND ACCURATE. THESE RECORD DRAWINGS SHALL BE STAMPED "AS-BUILT," DATED, AND SUBMITTED TO THE ARCHITECT FOR REVIEW.

SHOW IN THE RECORD DRAWINGS, BY DIMENSIONS ACCURATE TO WITHIN ONE INCH BOTH HORIZONTALLY AND BY VERTICAL ELEVATION, THE CENTERLINE OF EACH ROUTE OF ITEMS SUCH AS SLEEVES AND DUCTWORK, CONDUIT, OR PIPING BELOW GRADE, IN WALLS, OR IN CONCRETE SLAB. SURFACE MOUNTED DEVICES AND EQUIPMENT ARE TO REFLECT THEIR EXACT LOCATION.

CLEARLY IDENTIFY ITEMS BY SYMBOL OR NOTE SUCH AS "RIGID CONDUIT" AND THE LIKE. ADDITIONALLY, IDENTIFY BY SYMBOL OR NOTE, THE LOCATION OF THE ITEM "UNDER SLAB," "IN CEILING PLENUM," "EXPOSED," AND THE LIKE.

MAKE IDENTIFICATION SUFFICIENTLY DESCRIPTIVE THAT IT MAY BE RELIABLY RELATED TO THE SPECIFICATIONS.

UPON COMPLETION OF THE WORK THE REVISED DRAWINGS SHALL BE DELIVERED TO THE ARCHITECT.

CODE COMPLIANCE:

MECHANICAL, ELECTRICAL, AND PLUMBING WORK TO CONFORM WITH THE NFPA AND ALL APPLICABLE STATUTES, ORDINANCES, CODES AND REGULATIONS OF FEDERAL, STATE AND LOCAL AUTHORITIES HAVING JURISDICTION IN EFFECT ON THE DATE BIDS ARE RECEIVED.

CUTTING AND PATCHING:

CONTRACTOR SHALL DO ALL NECESSARY CUTTING AND DRILLING OF WALLS, FLOORS, CEILINGS, ETC., FOR THE INSTALLATION OF WORK IN ACCORDANCE WITH DIVISION 1 REQUIREMENTS. DO NOT CUT ANY STRUCTURAL MEMBER IN A WAY TO LESSEN ITS STRENGTH, UNLESS SPECIFIC WRITTEN PERMISSION IS PROVIDED BY THE ARCHITECT. PERFORM WORK WITH TRADES SPECIALIZING IN CUTTING AND PATCHING.

GUARANTEE:

GUARANTEE ENTIRE INSTALLATION TO BE IN GOOD WORKING ORDER FOR A PERIOD OF ONE YEAR FOLLOWING THE FINAL DATE OF ACCEPTANCE.

PROJECT COMPLETION:

UPON COMPLETION OF THE WORK OF THIS SECTION, THOROUGHLY CLEAN ALL EXPOSED PORTIONS OF THE MECHANICAL, ELECTRICAL, AND PLUMBING INSTALLATION, REMOVING ALL TRACES OF SOIL, LABELS, GREASE, OIL, AND OTHER FOREIGN MATERIAL, AND USING ONLY THE TYPE CLEANER RECOMMENDED BY THE MANUFACTURER OF THE ITEM BEING CLEANED.

THOROUGHLY INDOCTRINATE THE OWNER'S OPERATION AND MAINTENANCE PERSONNEL IN THE CONTENTS OF THE OPERATION AND SERVICE MANUAL REQUIRED TO BE SUBMITTED AS PART OF THIS SECTION OF THESE SPECIFICATIONS.

MECHANICAL

GENERAL:

COMPLY WITH THE PERTINENT REQUIREMENTS OF DIVISION 1 FOR SUBMITTALS. SUBMITTALS INCLUDE SHOP DRAWINGS, OPERATING AND MAINTENANCE MANUALS, INSTALLATION DRAWINGS FOR SPECIAL SYSTEMS, AND PROJECT RECORD DOCUMENTS. AS A MINIMUM PROVIDE SUBMITTALS ON THE FOLLOWING: EQUIPMENT, FILTERS, DUCTWORK, DIFFUSERS, PIPING AND VALVES, HANGERS, INSULATION, AND CONTROLS. SUBMIT COMPLETE MECHANICAL SUBMITTAL PACKAGE FOR REVIEW AT ONE TIME PRIOR TO BEGINNING CONSTRUCTION. DO NOT SUBMIT PARTIAL PACKAGES.

THE CONTRACTOR SHALL PROVIDE MECHANICAL EQUIPMENT BY THE SCHEDULED MANUFACTURER AND MEETING THE SCHEDULED PERFORMANCE UNLESS OTHERWISE NOTED. CONTRACTOR MAY CHOOSE TO SUBMIT AN ALTERNATE MANUFACTURER TO THAT SCHEDULED ONLY WHEN THE DRAWINGS INDICATE THAT AN EQUAL MAY BE PROVIDED. HOWEVER, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVE THAT ALTERNATE EQUIPMENT IS IN FACT EQUAL TO THAT SCHEDULED AND IT IS THE ENGINEERS RIGHT TO MAKE THE FINAL DETERMINATION OF EQUAL OR NOT.

WHEN THE CONTRACTOR SUBMITS EQUAL EQUIPMENT, IT IS THE CONTRACTOR'S FULL RESPONSIBILITY TO COORDINATE ALL POWER REQUIREMENTS INCLUDING BUT NOT LIMITED TO VOLTAGE, CURRENT, CIRCUIT AMPACITY, DISCONNECTING MEANS AND DISCONNECTING SIZE AND LOCATION, AND ALL PLUMBING CONNECTIONS INCLUDING BUT NOT LIMITED TO DRAIN CONNECTIONS AND SIZES, GAS CONNECTIONS, SIZE, PRESSURE, AND CAPACITY, WITH THE ELECTRICAL AND PLUMBING CONTRACTOR. ALTERATIONS IN WORK OR MATERIAL BEYOND THE BASE BID REQUIRED BY THE ELECTRICAL AND PLUMBING CONTRACTOR SHALL BE PERFORMED AT THE EXPENSE OF THE MECHANICAL CONTRACTOR AND SHALL RESULT IN NO ADDITIONAL COST TO THE OWNER. ADDITIONALLY, THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES REQUIRED IN DUCTWORK ORIENTATION OR SIZE AND FOR MAINTAINING ANY, AND ALL REQUIRED SERVICE AND/OR CODE CLEARANCES TO THE ALTERNATE EQUIPMENT.

AT THE TIME OF FINAL INSPECTION AND TESTS OF THE MECHANICAL SYSTEMS, ALL DUCTWORK, PIPING, ELECTRICAL, PLUMBING, AND CONTROLS CONNECTIONS TO THE SYSTEM SHALL BE COMPLETE.

THE PLANS ARE DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL INCLUDE APPROPRIATE ALLOWANCES FOR OFFSETS REQUIRED TO ACCOMMODATE VERTICAL AND HORIZONTAL VARIATIONS IN THE LOCATIONS AND ELEVATIONS OF DUCTWORK, PIPING, AND EXISTING CONDITIONS.

EACH TRADE SHALL COORDINATE THE ROUTING AND INSTALLATION OF HIS WORK WITH THAT OF ALL OTHER TRADES THROUGH THE GENERAL CONTRACTOR. IN ANY INSTANCES OF CONFLICT, SYSTEMS REQUIRING GRADE OR "SLOPE" FOR DRAINAGE (SANITARY SEWER, SANITARY VENT, EQUIPMENT DRAINS, ETC.) SHALL HAVE PRIORITY.

WHERE EXPOSED PIPES PASS THROUGH FLOORS, CEILINGS, OR WALLS, THERE SHALL BE INSTALLED ESCUTCHEONS OF APPROVED SIZE AND MAKE. FOR UNFINISHED SPACES, THERE SHALL BE PLAIN STEEL ESCUTCHEONS AND STAINLESS STEEL OR SATIN FINISH CHROME PLATED STEEL GALVANIZED FOR FINISHED SPACES. THIS INCLUDES INSULATED PIPING AS WELL AS BARE PIPES.

COORDINATE LOCATION OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLANS.

COORDINATE ALL DUCTWORK, VENTS, AND PIPING WITH STRUCTURAL MEMBERS BEFORE INSTALLATION.

PROVIDE SLEEVES WHERE PIPES PASS THROUGH MASONRY AND CONCRETE.

HVAC DUCTWORK:

ALL DUCTWORK SHALL COMPLY WITH THE LATEST EDITION OF THE SMACNA DUCT CONSTRUCTION STANDARDS, THE GOVERNING CODES OF THE CITY, BUILDING STANDARDS SET FORTH BY THE BUILDING OWNER, AND ALL AUTHORITIES HAVING JURISDICTION.

ALL NEW SUPPLY, RETURN, AND EXHAUST RECTANGULAR DUCTWORK SHALL BE FABRICATED PER SMACNA STANDARDS, FOR TWO INCH (2") W.G. CONSTRUCTION, OF GALVANIZED STEEL, SEAL ALL JOINTS AND SEAMS IN ALL DUCTWORK WITH HARDCAST IRON-GRIP OR APPROVED EQUAL. DUCTWORK SEALANT SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS. INSTALL SEALANT IN STRICT ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

DUCTWORK AIR LEAKAGE IN EXCESS OF 5% WILL NOT BE ACCEPTABLE.

ALL DUCTWORK EXPOSED TO THE ELEMENTS SHALL HAVE SOLDERED JOINTS AND SEAMS AND SHALL BE PAINTED WITH TWO COATS OF A UV RESISTANT EPOXY COATING.

ALL DUCTWORK SUPPORTS, SPLITTER DAMPERS, TRANSITIONS, OFFSETS, TURNING VANE, ELBOWS, RADIUS ELBOWS, AND OTHER FITTINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SMACNA MANUAL.

DUCTWORK DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS. INCREASE DUCT SIZE TO MAINTAIN AIR FLOW DIMENSIONS AS REQUIRED.

ALL MOTORIZED AIR MOVING EQUIPMENT NOT CONNECTED WITH FLEXIBLE DUCTWORK SHALL HAVE FLEXIBLE DUCT FABRIC CONNECTIONS INSTALLED AT EQUIPMENT/DUCTWORK CONNECTION. FABRIC SHALL BE A MINIMUM OF 3 INCHES WIDE AND BE INSTALLED WITH A MINIMUM OF 1 INCH OF SLACK TO ALLOW FOR VIBRATION AND MOVEMENT OF EQUIPMENT. FLEXIBLE DUCT FABRIC SHALL BE EQUAL TO DURO-DYNE METAL-FAB VINYL COATED 22 OZ. NYLON WITH 1/4 GAUGE GALVANIZED IRON SIDE CONNECTORS OR APPROVED EQUAL.

SUPPLY AND RETURN DUCTWORK, DIFFUSERS, GRILLES & REGISTERS SHALL BE EXTERNALLY WRAPPED WITH INSULATION. THE FIRST FIFTEEN (15) FEET OF RETURN AIR DUCT, STARTING AT THE EQUIPMENT CONNECTIONS, SHALL ALSO BE INTERNALLY LINED.

EXHAUST DUCTWORK WITHIN 15 FEET OF THE ROOF OPENINGS AND ALL EXHAUST DUCTWORK AND GRILLES WITHIN NON-RETURN AIR PLENUMS SHALL BE INSULATED. OTHERWISE, EXHAUST DUCTWORK AND GRILLES MAY BE UNINSULATED.

THE FIRST FIFTEEN (15) FEET OF RETURN AIR DUCT, STARTING AT THE EQUIPMENT CONNECTIONS SHALL ALSO BE INTERNALLY LINED.

COMPLY WITH NFPA 90A AND UL 555 REQUIREMENTS FOR FIRE, SMOKE, AND COMBINATION FIRE/SMOKE DAMPER LOCATIONS AND INSTALLATION. FURNISH DUCT ACCESS DOORS FOR ALL DAMPERS INSTALLED.

PROVIDE TRANSITION FROM DUCT SIZE SHOWN ON PLAN TO THE DUCT CONNECTION SIZE FOR DIFFUSERS, GRILLES, AND EQUIPMENT.

ALL SUPPLY AIR DEVICES SHALL HAVE SPIN-IN VOLUME DAMPERS LOCATED IN THE DUCT UPSTREAM OF THE DEVICE. DAMPERS SHALL BE INSTALLED WITH THE DAMPER AXIS PARALLEL TO AIRFLOW. VOLUME DAMPERS ABOVE INACCESSIBLE CEILINGS SHALL HAVE ADJUSTMENT RODS THROUGH CEILING AND TERMINATE WITH A "YOUNG" REGULATOR FLUSH TYPE.

PROVIDE BRANCH DUCT SERVING SUPPLY AIR DEVICES, SAME SIZE AS AIR DEVICE NECK SIZE, UNLESS INDICATED OTHERWISE ON THE DRAWINGS.

PROVIDE ALL SPECIALTIES AND FRAMES REQUIRED FOR INSTALLATION OF AIR DEVICES IN CEILING TYPE INDICATED IN THE ARCHITECTURAL DOCUMENTS.

PROVIDE CUTTING AND PATCHING OF T-BAR SYSTEM, GYPSUM BOARD, AND OTHER CEILING SYSTEMS AS REQUIRED FOR INSTALLATION OF SCHEDULED AIR DEVICES.

FOR AIR DEVICES WITH ROUND NECKS, PROVIDE INSULATED FLEXIBLE DUCT BETWEEN AIR DEVICES AND MAIN DUCT. MAXIMUM FIVE FOOT (5') LENGTH. BALANCE OF ROUND DUCTWORK BETWEEN AIR DEVICES AND MAIN DUCT SHALL BE WRAPPED, RIGID, SPIRAL ROUND DUCTWORK, UNLESS INDICATED OTHERWISE ON THE DRAWINGS.

DUCTWORK INSULATION:

SUPPLY AND RETURN DUCTWORK, DIFFUSERS, GRILLES & REGISTERS SHALL BE EXTERNALLY WRAPPED WITH INSULATION. EXHAUST GRILLES SHALL BE WRAPPED WITH INSULATION WHEN INSTALLED IN A NON-RETURN AIR PLENUM.

INSULATION SHALL BE 2" THICK 1.0 LB DENSITY, MINIMUM INSTALLED R-VALUE=6.0 (INTERIOR) R-VALUE=8.0 (EXTERIOR). FIBERGLASS INSULATION WITH ALUMINUM FOIL VAPOR BARRIER EQUAL TO OWENS-CORNING FIBERGLASS DUCT WRAP.

INSULATION SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ASTM E84, NFPA 225, AND UL 723 AND HAVE A FLAME SPREAD RATING EQUAL TO OR LESS THAN 25 AND A SMOKE DEVELOPED RATING EQUAL TO OR LESS THAN 60.

INSULATION SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS WITH JOINTS LAPPED AT LEAST 4" ON DUCTS EXCEEDING 24" IN WIDTH. INSULATION SHALL BE FASTENED TO DUCT WITH WELDED PINS AND SPEED CLIPS. ALL VAPOR BARRIER JOINTS, CUTS, TEARS, AND LOCATIONS WHERE PINS HAVE PIERCED THE BARRIER SHALL BE SEALED VAPOR TIGHT WITH PRESSURE SENSITIVE ALUMINUM FOIL VAPOR BARRIER TAPE.

DUCTWORK INNER LINER SHALL BE MINIMUM OF 1/2" THICK 1.5 LB DENSITY INSULATION.

DUCTWORK INNER LINER SHALL BE INSTALLED IN ACCORDANCE WITH SMACNA DUCT LINER APPLICATION STANDARD, 2ND EDITION, ON DUCTS EXCEEDING 20" IN WIDTH. LINER SHALL BE FASTENED TO DUCT ON 15" CENTERS STARTING WITHIN 2" EACH EDGE OF DUCT.

DUCTWORK INNER LINER SHALL BE COATED WITH CHILDERS CP-88 (WHEN APPLIED IN FACTORY) OR CHILDERS CP-80 (WHEN FIELD APPLIED) ALL EXPOSED EDGES SHALL BE HEAVILY COATED WITH CHILDERS CP-80 40% OR AN APPROVED EQUAL.

FLEXIBLE DUCTWORK:

FLEXIBLE DUCTWORK SHALL HAVE A THERMAL RESISTANCE RATING OF NOT LESS THAN R-5.0. DUCT SHALL BE SUITABLE FOR A 6" W.G. WORKING PRESSURE AND SHALL BE LISTED AS CLASS I BY UL, COMPLY WITH NFPA 90A AND HAVE A FLAME SPREAD RATING EQUAL TO 25 OR LESS AND A SMOKE DEVELOPED RATING EQUAL TO 50 OR LESS.

FLEXIBLE DUCTWORK SHALL HAVE A FIBER REINFORCED ALUMINUM FOIL VAPOR BARRIER, INNER SPIRAL OF GALVANIZED STEEL OR ALUMINUM, AND A STAINLESS INNER LINER COMPOSED OF MULTIPLE ALUMINUM FOIL OR FIBERGLASS. DUCTWORK SHALL BE EQUAL TO FLEXMASTER 8M OR APPROVED EQUAL.

ALL FLEXIBLE DUCTWORK JOINTS ABOVE INACCESSIBLE CEILINGS OR EXPOSED TO WEATHER SHALL BE SECURED WITH STAINLESS STEEL WORM DRIVE DUCT CLAMPS. ALL OTHER JOINTS SHALL BE SECURED WITH 100% NYLON SELF-LOCKING CLAMPS BY FANDUIT OR AN APPROVED EQUAL.

TESTING, ADJUSTING, AND BALANCING:

PERFORM TOTAL SYSTEM BALANCE IN ACCORDANCE WITH NEBB PROCEDURAL STANDARDS FOR TESTING, BALANCING AND ADJUSTING OF ENVIRONMENTAL SYSTEMS.

AGENCY: COMPANY SPECIALIZING IN THE TESTING, ADJUSTING, AND BALANCING OF SYSTEMS SPECIFIED IN THIS SECTION WITH MINIMUM THREE YEARS EXPERIENCE.

PERFORM WORK UNDER SUPERVISION OF NEBB CERTIFIED TESTING, BALANCING AND ADJUSTING SUPERVISOR REGISTERED PROFESSIONAL ENGINEER EXPERIENCED IN PERFORMANCE OF THIS WORK AND LICENSED IN THE STATE OF TEXAS.

THE CONTRACTOR SHALL PROVIDE ALL TESTING, ADJUSTING, AND BALANCING WORK TO INCLUDE ADJUSTMENT OF DAMPERS, BALANCING OF AIR DEVICES FOR DRAFT-FREE AIR DISTRIBUTION, VERIFICATION OF CORRECT SETPOINT, CALIBRATION OF THERMOSTATS, AND STAGING OF HEAT AS APPLICABLE. CONTRACTOR SHALL SUBMIT A FINAL NEBB REPORT FOR REVIEW.

ALL DEFICIENCIES IN MECHANICAL SYSTEMS SHALL BE CORRECTED BY THE CONTRACTOR TO PROVIDE AN ADJUSTED AND BALANCED SYSTEM.

BEFORE COMMENCING WORK, VERIFY THAT SYSTEMS ARE COMPLETE AND OPERABLE.

REPORT ANY DEFECTS OF DEFICIENCIES OR ABNORMAL CONDITIONS IN MECHANICAL SYSTEMS WHICH PREVENT SYSTEM BALANCE.

BEGINNING OF WORK MEANS ACCEPTANCE OF EXISTING CONDITIONS.

RECORDED DATA SHALL REPRESENT ACTUALLY MEASURED OR OBSERVED CONDITION.

PERMANENTLY MARK SETTINGS OF VALVES, DAMPERS, AND OTHER ADJUSTMENT DEVICES. SET AND LOCK MEMORY STOPS.

CONDENSATE PIPING:

CONDENSATE DRAIN PIPING SHALL BE COPPER TYPE "L" PIPING WITH WROUGHT COPPER FITTINGS OR SCH 40 GALVANIZED PIPING WITH THREADED FITTING.

INSULATE CONDENSATE DRAIN PIPING WITH 1/2" THICK FLEXIBLE UNICELLULAR INSULATION WITH NFPA SMOKE AND FIRE SPREAD 25/50 RATING EQUAL TO ARMAFLEX, OR APPROVED EQUAL.

CONDENSATE PIPE SHALL HAVE A SLOPE OF NOT LESS THAN 1/8 INCH PER FOOT.

PIPING SHALL NOT BE ROUTED DIRECTLY OVER ELECTRICAL OR IT ROOMS.

CONTROLS:

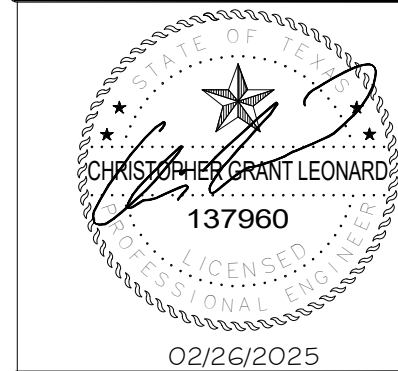
PROVIDE ALL TEMPERATURE CONTROLS MODIFICATIONS FOR A COMPLETE AND FUNCTIONING SYSTEM.

Architect: Brinkley Sargent Wiginton Architects
MEP: Tello
IT/AV: Tello

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr., Friendswood, TX 77546

History		
#	Date	Description



02/26/2025

MEP SPECIFICATIONS

22404.00

02/26/2025

MEP-200

ELECTRICAL

GENERAL

COMPLY WITH THE PERTINENT REQUIREMENTS OF DIVISION 1 FOR SUBMITTALS. SUBMITTALS INCLUDE: SHOP DRAWINGS, OPERATING AND MAINTENANCE MANUALS, INSTALLATION DRAWINGS FOR SPECIAL SYSTEMS, AND PROJECT RECORD DOCUMENTS. AS A MINIMUM PROVIDE SUBMITTALS ON THE FOLLOWING: SWITCHBOARDS, DISTRIBUTION BOARDS, PANELBOARDS, LIGHT FIXTURES, TRANSFORMERS, WIRE AND CABLE, RACEWAYS, WIRING DEVICES, AND DISCONNECT SWITCHES. SUBMIT COMPLETE ELECTRICAL SUBMITTAL PACKAGE FOR REVIEW AT ONE TIME PRIOR TO BEGINNING CONSTRUCTION. DO NOT SUBMIT PARTIAL PACKAGES.

COORDINATE ALL MECHANICAL AND PLUMBING EQUIPMENT. SIZES AND LOCATIONS WITH MECHANICAL DRAWING AND SPECIFICATIONS. PROVIDE REQUIRED ELECTRICAL DISCONNECT SWITCHES, FUSES, CIRCUIT BREAKERS, BRANCH SERVICE AND CONTROL CONDUIT AND WIRE. NECESSARY FOR PROPER OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL MATERIALS AND LABOR TO INSTALL FULLY FUNCTIONAL SYSTEMS IN ACCORDANCE WITH THE INTENT DISPLAYED IN THESE DOCUMENTS AND TO COMPLY WITH ALL CODES.

AT THE TIME OF FINAL INSPECTION AND TESTS OF THE POWER AND LIGHTING SYSTEMS, ALL CONNECTIONS AT PANELS, SWITCHES, CIRCUIT BREAKERS, ETC. AND ALL SPLICES SHALL BE COMPLETE. ALL FUSES SHALL BE IN PLACE, AND ALL CIRCUITS SHALL BE CONTINUOUS FROM POINT OF SERVICE CONNECTION TO ALL SWITCHES, RECEPTACLES, OUTLETS, ETC. ALL CIRCUITS SHALL BE FREE OF SHORTS AND GROUNDS. LOADS SHALL BE BALANCED BETWEEN PHASES.

RACEWAYS:

PROVIDE COMPLETE RACEWAY SYSTEM FOR ALL WIRING UNLESS SPECIFICALLY NOTED OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, BRANCH CIRCUIT WIRING, AND CONTROL WIRING, AND AUXILIARY SYSTEMS WIRING, UNLESS SPECIFIED TO THE CONTRARY HEREIN OR ON DRAWINGS. PROVIDE ADEQUATE AND STURDY SUPPORT FOR ALL PARTS OF RACEWAY SYSTEM. INSTALL NYLON CORD IN ALL EMPTY ELECTRICAL RACEWAYS.

RACEWAYS SHALL BE SIZED AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NEC TO PREVENT DAMAGE TO THE CONDUCTORS. DO NOT USE RACEWAYS SIZED LESS THAN 3/4" UNLESS SPECIFIED OTHERWISE.

PROVIDE GALVANIZED RIGID METAL RACEWAYS FOR ALL USES IN DAMP AND WET LOCATIONS, IN CRAWL SPACES, IN HAZARDOUS AREAS, AND IN LOCATIONS SUBJECT TO PHYSICAL DAMAGE.

PROVIDE GALVANIZED ELECTRIC METALLIC TUBING (EMT) WITH STEEL, WATER-TIGHT, COMPRESSION TYPE FITTINGS FOR ALL OTHER USES INCLUDING CONTROL WIRING, REPURBIC, TRIANGLE, OR EQUAL.

ALL EMT ENTERING BOXES SHALL BE SECURED WITH INSULATING THROAT CONNECTORS AND LOCKNUTS.

NO RACEWAY SHALL BE LOCATED IN PROXIMITY OF HOT WATER LINES OR EXCESSIVE HEAT.

PROVIDE LIQUID TIGHT FLEXIBLE CONDUIT CONNECTION FOR FINAL CONNECTION TO EACH MOTOR NOT TO EXCEED 24 INCHES IN LENGTH.

ALL EXPOSED RACEWAYS SHALL BE INSTALLED WITH RUNS PARALLEL AND/OR PERPENDICULAR WITH BUILDING WALLS.

PENETRATIONS OF WALLS, FLOORS, AND ROOF FOR THE PASSAGE OF ELECTRICAL RACEWAYS SHALL BE APPROVED BY THE ARCHITECT. ALL SUCH PENETRATIONS SHALL BE PROPERLY SEALED AFTER INSTALLATION OF RACEWAYS SO AS TO MAINTAIN THE STRUCTURAL, WATER-PROOF, AND FIRE-PROOF INTEGRITY OF THE WALL, FLOOR, OR ROOF SYSTEM PENETRATED.

INSTALL CONDUIT EXPANSION FITTINGS WHERE CONDUIT CROSSES BUILDING EXPANSION JOINTS AND AT 150 FOOT INTERVALS IN STRAIGHT RUNS.

HANGERS AND SUPPORTS:

USE CASE "C" CLAMPS, "U" STRAPS OR RING HANGERS ATTACHED TO RODS, AND/OR BRACKETS FASTENED TO STRUCTURE FOR INDIVIDUAL CONDUITS.

SUPPORT GROUPED RACEWAYS TOGETHER IN HORIZONTAL RUNS ON TRAPEZOID HANGERS CONSTRUCTED OF UNSTRAIGHT OR EQUAL SUSPENDED FROM CAD-PLATED STEEL RODS.

NO PERFORATED STRAPS OR TIE WIRES SHALL BE PERMITTED.

WIRE AND CABLE:

PROVIDE A COMPLETE SYSTEM OF CONDUCTORS IN RACEWAY SYSTEMS EXCEPT WHERE INDICATED OTHERWISE.

ELECTRICAL CONDUCTORS SHALL BE OF SOFT DRAWN COPPER WITH CONDUCTIVITY 98% OF PURE COPPER.

ELECTRICAL CONDUCTORS SHALL BE SOLID FOR #10 AND SMALLER; STRANDED FOR #8 AND LARGER.

WIRE AND CABLE FOR ALL BRANCH CIRCUITS, MOTOR CIRCUITS, AND HIGH AMBIENT LOCATIONS SHALL BE TYPE THHN/THWN.

ALL CIRCUITS SHALL BE #12 OR LARGER. PROVIDE ALL ISOLATED GROUND CIRCUITS WITH A SEPARATE NEUTRAL (#10) AND ISOLATED GROUND CONDUCTOR.

FOR HOME RUNS OVER 75 FEET LONG, USE #10 CONDUCTORS.

FOR HOME RUNS OVER 125 FEET LONG, USE #8 CONDUCTORS.

MAKE ALL CONNECTIONS WITH U.I. APPROVED SOLDERLESS PRESSURE TYPE INSULATED CONNECTORS: SCOTCHLOCK, OR EQUAL.

CONSISTENTLY COLOR CODE WIRING CONTINUOUS THROUGHOUT THE WORK.

BRANCH CIRCUIT WIRING MAY BE COMBINED INTO A SINGLE RACEWAY IN ACCORDANCE WITH THE NEC, UNLESS OTHERWISE NOTED.

GROUNDING:

GROUND ALL ELECTRICAL APPARATUS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.

INSURE CONTINUOUS BOND WHERE FLEXIBLE CONDUIT IS USED.

PROVIDE SEPARATE GREEN GROUND WIRE FOR ALL BRANCH AND FEEDER CIRCUITS.

OUTLET BOXES:

PROVIDE PULL BOXES, JUNCTION BOXES, WIRING TROUGHS, AND CABINETS, WHEREVER NECESSARY FOR PROPER INSTALLATION OF VARIOUS ELECTRICAL SYSTEMS.

PROVIDE GENERAL ELECTRIC, APPLETON, STEEL CITY, OR RACO HOT DIPPED GALVANIZED STEEL BOXES, OR EQUAL, UNLESS SPECIFIED OTHERWISE.

PROVIDE SIZE, TYPE, DESIGN TO SUIT STRUCTURAL CONDITIONS.

BOXES SHALL BE ADEQUATE TO ACCOMMODATE SIZE AND NUMBER OF RACEWAYS, CONDUCTORS, AND DEVICE OR FIXTURE SERVED BY IT.

PROVIDE PLASTER RINGS AND/OR COVERS ON BOXES WHERE REQUIRED.

ON EXPOSED WORK, PROVIDE APPROVED CASE FERROUS ALLOY OUTLET, JUNCTION BOXES, AND FITTINGS.

FIXTURE OR DEVICE COVER SHALL COMPLETELY CONCEAL THE TYPE OF OUTLET BOX USED.

WIRING DEVICES AND ACCESSORIES:

WIRING DEVICES SHALL BE FURNISHED IN COLORS AND WITH SMOOTH PLASTIC DEVICE PLATE OF COLORS SELECTED BY OWNERS/ARCHITECT.

WALL SWITCHES: LIGHTING CIRCUITS SHALL BE PROVIDED WITH SPECIFICATION GRADE, OUTLET, HP RATED, UL LISTED, SIDE OR BACK-WIRED FLUSH SWITCHES RATED 20 AMPS, 120/277 VOLT. LEVITON DECORA STYLE OR EQUAL.

RECEPTACLES SHALL BE SPECIFICATION GRADE, RATED 20 AMPS, 120 VOLT, 3-WIRE GROUNDING TYPE, BACK AND SIDE WIRED, NEMA 5-20R FOR DEDICATED CIRCUIT, AND 15 AMP, 120 VOLT, NEMA 5-15R FOR OTHERS. LEVITON DECORA STYLE OR EQUAL.

DEVICES INSTALLED WITHIN A HOSPITAL SHALL BE HOSPITAL GRADE.

PANELBOARDS:

ACCEPTABLE MANUFACTURERS- CUTLER-HAMMER, SIEMENS, GENERAL ELECTRIC, OR SQUARE D COMPANY.

PANELBOARDS SHALL BE UL LISTED AND LABELED, AND RATED FOR THE INTENDED VOLTAGE AND CURRENT AS DESCRIBED HEREIN AND AS SHOWN ON THE DRAWINGS. PANELBOARDS SHALL BE DEAD-FRONT SAFETY TYPE, WITH SWITCHING AND PROTECTIVE DEVICES IN QUANTITIES, RATINGS, TYPES, AND ARRANGEMENTS AS SHOWN ON THE DRAWINGS; WITH ANTI-BURN SOLDERLESS PRESSURE TYPE LUG CONNECTORS. APPROVED FOR COPPER CONDUCTORS. MULTI-SECTION PANELS SHALL BE SAME HEIGHT AND DEPTH.

CABINETS SHALL BE FLUSH OR SURFACE MOUNTED AS SHOWN ON THE DRAWINGS. CODE GAUGE GALVANIZED SHEET METAL FOR FLUSH UNITS, FINISHED IN ASA #61 GRAY BAKED ENAMEL. PROVIDE A CABINET FOR EACH PANELBOARD SHOWN ON THE DRAWINGS. ENTIRE UNIT DEAD FRONT CONSTRUCTION. BARRIERS AS REQUIRED. CABINETS SHALL HAVE WIRING SPACE TOP, BOTTOM AND BOTH SIDES IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, BUT NO LESS THAN 4-INCHES WIDE, WITH STANDARD KNOCKOUTS. DOORS AND TRIM SHALL BE CODE GAUGE SHEET METAL FINISHED IN ASA #61 GRAY BAKED ENAMEL. DOORS SHALL HAVE DIRECTORY HOLDER AND CLEAR PLASTIC COVERED DIRECTORY CARD. FLUSH LOCK AND LATCH FOR DOORS 48" AND UNDER; LOCKABLE HANDLE WITH 3 POINT LATCH FOR DOORS LARGER THAN 48" ALL LOCKS KEVED ALIKE. FURNISH 2 KEYS PER LOCK TO MATCH EXISTING LOCK SYSTEM. TRIM FOR FLUSH MOUNTED CABINETS SHALL OVERLAP BOX BY AT LEAST 3/4" ALL AROUND; TRIM FOR SURFACE MOUNTED CABINETS SHALL BE THE SAME SIZE AS THE BOX.

BUS BARS SHALL BE 98% CONDUCTIVITY COPPER, MOUNTED ON INSULATOR SUPPORTS, SIZED IN ACCORDANCE WITH UL STANDARDS, BRACED THROUGHOUT TO CONFORM WITH INDUSTRY STANDARDS GOVERNING SHORT CIRCUIT STRESSES IN PANELBOARDS, AND ARRANGED FOR SEQUENCE PHASING THROUGHOUT. INTERIORS SHALL BE FACTORY ASSEMBLED WITH BRANCH CIRCUITS ARRANGED USING DOUBLE ROW CONSTRUCTION DESIGNED SUCH THAT CIRCUIT PROTECTIVE DEVICES MAY BE CHANGED, REPLACED OR ADDITIONAL CIRCUITS ADDED WITHOUT DISTURBING ADJACENT UNITS AND WITHOUT MACHINING, DRILLING OR TAPPING. IN NO CASE SHALL THE WIDTH OF PANELBOARD ENCLOSURE BE LESS THAN 20-INCHES.

CIRCUIT BREAKER SHALL BE BOLT-IN TYPE, HEAVY-DUTY, QUICK-MAKE, QUICK-BREAK THERMAL MAGNETIC, SINGLE-POLE OR MULTI-POLE COMMON TRIP TYPE, WITH TOGGLE HANDLES THAT INDICATE WHEN TRIPPED. CIRCUIT BREAKER INTERRUPTING RATING SHALL BE AS INDICATED ON THE DRAWINGS AND SHALL BE IN EXCESS OF THE AVAILABLE FAULT CURRENT AT THE PANEL. IN ACCORDANCE WITH UL LISTINGS FOR SIZES INVOLVED. MINIMUM INTERRUPTING RATING SHALL BE 10,000 RMS SYMMETRICAL AMPERES. CIRCUIT BREAKERS SHALL BE A MINIMUM OF 100 AMPERE FRAME SIZE. BREAKERS 15 THROUGH 100 AMPERE TRIP SIZE SHALL TAKE UP THE SAME POLE SPACING. "SPACES" SHALL BE COMPLETE WITH CIRCUIT BREAKERS INSTALLED READY TO ACCEPT LOAD SIDE CONDUCTORS.

EXCEPT WHERE OTHERWISE INDICATED ON THE DRAWINGS OR REQUIRED TO AVOID CONFLICTS, MOUNT PANELBOARDS SO THE TOPS OF THE CABINETS WILL BE 6 FEET ABOVE THE FINISHED FLOOR. FOR PANELBOARDS WHICH ARE TOO HIGH TO COMPLY WITH THE NEC FOR MAXIMUM DEVICE HEIGHT, MOUNT PANELBOARDS SO BOTTOM OF CABINET WILL NOT BE LESS THAN 6 INCHES ABOVE FINISHED FLOOR. STUB ABOVE FINISHED CEILING AT EACH FLUSH MOUNTED LIGHTING AND BRANCH CIRCUIT PANELBOARD A MINIMUM OF ONE 3/4 INCH EMTY CONDUIT FOR EACH THREE SPARE CIRCUIT BREAKERS OR "SPACE ONLY" OR PART THEREOF. SECURELY ANCHOR PANELBOARD TO CONSTRUCTION SETTING UNITS PLUMB AND SQUARE WITH A MINIMUM OF 4 ANCHORS. WHERE PANELBOARDS ARE RECESSED, SET FOR FACE OF CABINET TO FINISH FLUSH WITH BUILDING SURFACE. PROVIDE EACH PANELBOARD WITH A NEATLY TYPED WRITTEN DIRECTORY OF CIRCUITS MOUNTED IN A CARDHOLDER ON THE INSIDE OF THE PANELBOARD CABINET. COVER DIRECTLY WITH TRANSPARENT SHEET PLASTIC.

MEASURE STEADY STATE LOAD CURRENTS AT EACH PANELBOARD FEEDER; REARRANGE CIRCUITS IN THE PANELBOARD TO BALANCE THE PHASE LOADS WITHIN 20% OF EACH OTHER. MAINTAIN PROPER PHASING FOR MULTI-WIRE BRANCH CIRCUITS.

SWITCHBOARDS:

ACCEPTABLE MANUFACTURERS- CUTLER-HAMMER, SIEMENS, GENERAL ELECTRIC, OR SQUARE D COMPANY.

SWITCHBOARDS SHALL BE OF DEADFRONT CONSTRUCTION AND MANUFACTURED BY GENERAL ELECTRIC POWER BREAK, AVALINE AS REQUIRED TO MEET THE CRITERIA SPECIFIED HEREINAFTER. FABRICATED IN ACCORDANCE WITH NEMA STANDARD PB-2, UL-891 AND ALL OTHER CURRENT NEMA AND IEEE APPLICABLE STANDARDS. EACH VERTICAL SECTION OF THE BOARD SHALL BEAR THE UL LABEL.

DEPTH OF BOARD SHALL BE AS REQUIRED TO ACCOMMODATE EQUIPMENT. ALL VERTICAL SECTIONS SHALL ALIGN IN FRONT AND REAR. DISTRIBUTION PROTECTIVE DEVICES SHALL BE INDIVIDUALLY MOUNTED, UNLESS SPECIFICALLY NOTED OTHERWISE, WITH FRONT COVERPLATE AND NECESSARY BUS CONNECTION STRAPS. PROTECTIVE DEVICES SHALL BE INDIVIDUALLY REMOVABLE AND INTERCHANGEABLE FROM FRONT OF BOARD. THE SWITCHBOARD SHALL BE CONSTRUCTED FOR FRONT ACCESS ONLY.

WHERE CIRCUIT PROTECTIVE DEVICES ARE NOTED AS "SPARE" OR FOR FUTURE LOADS, THEY SHALL BE INSTALLED COMPLETE FOR OPERATION. WHERE "SPACE" OR "SPACE ONLY" IS NOTED FOR SUCH DEVICES, NECESSARY SPACE AND ALL BUSES TO ACCOMMODATE A FUTURE DEVICE, EXCEPT CONNECTING STRAPS, SHALL BE PROVIDED.

HARD DRAWN, 98% CONDUCTIVITY TIN PLATED COPPER OR HIGH-STRENGTH TIN PLATED ALUMINUM, FLAT PLATED RECTANGULAR BUS BARS. PLATING SHALL BE APPLIED CONTINUOUSLY TO ALL WORK. BUSBARS SHALL BE OF SUFFICIENT CROSS-SECTIONAL AREA TO MEET UL STANDARD 891 AND NEMA PB2 TEMPERATURE RISE REQUIREMENTS. THE PHASE AND NEUTRAL THROUGH-BUS SHALL HAVE AN AMPACITY AS SHOWN ON THE PLANS. FOR 4-WIRE SYSTEMS, THE NEUTRAL SHALL BE OF EQUIVALENT AMPACITY AS THE PHASE BUS BARS. ALL BUS CONNECTIONS SHALL BE BOLTED AND TORQUE CALIBRATED TO SPECIFIC FOOT-POUND REQUIREMENTS OF THE MANUFACTURER. ALL CONTACT SURFACES OF COPPER OR ALUMINUM BUS SHALL BE SILVER OR TIN PLATED. INSTALL BELLVILLE SPRING TENSION WASHERS AT ALL BOLTED JOINTS FOR ALUMINUM BUS. MAIN BUS SIZE SHALL BE FULL-RATED FROM END TO END. PROVIDE EQUIPMENT GROUND BUS IN EACH SWITCHBOARD. BRACE TO RMS SYMMETRICAL WITHSTAND SHORT CIRCUIT CURRENT AS NOTED ON DRAWINGS APPLIED DIRECTLY TO THE MAIN BUS. PROTECTIVE DEVICE LINE AND LOAD CONNECTION STRAPS RATED FOR CONTINUOUS RATING OF DEVICE FRAME (NOT TRIP RATING). CABLE IN LIEU OF BUS SHALL NOT BE PERMITTED ON THE LINE SIDE OF ANY PROTECTIVE DEVICE.

PROTECTIVE DEVICES:

1. CIRCUIT BREAKERS SHALL BE INSULATED CASE OR MOLDED CASE, AS REQUIRED, TO INTERRUPT THE AVAILABLE FAULT CURRENT NOTED ON DRAWINGS. BREAKER POWER TERMINALS SHALL ACCOMMODATE BOLTED BUS CONNECTIONS. 2. CIRCUIT BREAKERS SHALL BE QUICK MAKE, QUICK BREAK, TRIP THERMAL-MAGNETIC.

IDENTIFICATION: PROVIDE ADJACENT TO EACH PROTECTIVE DEVICE A PLASTIC LAMINATED, BEVELED EDGE BLACK BASE WITH WHITE CORE, ENGRAVED NAMEPLATE DESIGNATION THE FUNCTION OF THE DEVICE. SWITCHBOARDS DESIGNATED FOR EMERGENCY USE SHALL BE LABELED AS ABOVE EXCEPT RED BASE WITH WHITE CORE ENGRAVED NAMEPLATE.

MAIN SWITCHBOARDS SHALL BEAR UL SERVICE ENTRANCE LABEL.

PRIOR TO ROUGH-IN, COORDINATE THE COMPLETE PHYSICAL INSTALLATION TO ACHIEVE ADEQUATE CLEARANCES, ACCESSIBILITY, CONDUIT ROUTING AND COORDINATE WITH OTHER TRADES. BOLT SWITCHBOARD SECTIONS TO REINFORCED CONCRETE BASE.

MEASURE THE INSULATION RESISTANCE OF EACH BUS SECTION PHASE TO PHASE AND PHASE TO GROUND FOR ONE MINUTE EACH, AT MINIMUM TEST VOLTAGE OF 1000 VOLTS DC; MINIMUM ACCEPTABLE VALUE FOR INSULATION RESISTANCE IS 1 MEGOHMS. NOTE: REFER TO MANUFACTURERS LITERATURE FOR SPECIFIC TESTING PROCEDURES AND TEST VOLTAGE LIMITATIONS. CHECK TIGHTNESS OF ACCESSIBLE BOLTED BUS JOINTS USING CALIBRATED TORQUE WRENCH PER MANUFACTURER'S RECOMMENDED TORQUE VALUES. TEST GROUND FAULT SYSTEMS BY OPERATING PUSH-TO-TEST BUTTON. ADJUST ALL OPERATING MECHANISMS FOR FREE MECHANICAL MOVEMENT PER MANUFACTURER'S SPECIFICATIONS.

DRY TYPE TRANSFORMERS:

ACCEPTABLE MANUFACTURERS- CUTLER-HAMMER, SIEMENS, GENERAL ELECTRIC, OR SQUARE D COMPANY.

DRY TYPE TRANSFORMERS SHALL BE FACTORY ASSEMBLED, AIR COOLED TYPE, OF RATINGS AS SHOWN ON THE DRAWINGS. TRANSFORMERS SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF NEMA PUBLICATION ST-20, ANSI C82.2 AND C57.12, AND UL 500. TRANSFORMERS SHALL BE UL LISTED AND LABELED.

INSULATION MATERIALS SHALL BE FLAME-RETARDANT AND SHALL NOT SUPPORT COMBUSTION AS DEFINED BY ASTM. THE INSULATION SYSTEM AND AVERAGE WINDING TEMPERATURE RISE FOR RATED KVA, BASED UPON 40 DEGREE C AMBIENT, SHALL BE AS FOLLOWS: 25KVA AND BELOW: 150 DEGREE C INSULATION SYSTEM BASED ON 80 DEGREE C RISE. 3 THROUGH UNDER 30 KVA: 185 DEGREE C INSULATION SYSTEM BASED ON 115 DEGREE C RISE. 30KVA AND ABOVE: 220 DEGREE C INSULATION SYSTEM BASED ON 150 DEGREE C RISE.

WINDING TAPS 25KVA AND SMALLER: ANSINEMA ST.20, PRIMARY WINDINGS SHALL HAVE 4 TAPS, TWO 2-1/2% INCREMENTS ABOVE FULL-RATED VOLTAGE AND TWO 2-1/2% INCREMENTS BELOW FULL-RATED VOLTAGE FOR DE-ENERGIZED TAP-CHANGING OPERATION.

WINDING TAPS 25KVA AND LARGER: ANSINEMA ST-20, PRIMARY WINDINGS SHALL HAVE 6 TAPS, TWO 2-1/2% INCREMENTS ABOVE FULL-RATED VOLTAGE AND FOUR 2-1/2% INCREMENTS BELOW FULL-RATED VOLTAGE FOR DE-ENERGIZED TAP-CHANGING OPERATION.

NOISE LEVELS SHALL NOT EXCEED THE FOLLOWING ANSI AND NEMA LEVELS:

KVA	SOUND LEVEL DB
0-9 40	
10-50 45	
51-150 50	
151-300 55	
301-500 60	
501-700 62	
701-1000 64	
1001-1500 65	

BASIC IMPULSE LEVEL: 10 KV

THE ENCLOSURE SHALL BE VENTILATED, DRIP-PROOF, WITH LIFTING EYES MADE OF HEAVY GAUGE STEEL AND SHALL BE DEGREASED, CLEANED, PRIMED, AND FINISHED WITH MANUFACTURER'S STANDARD GRAY COLOR WEATHER-RESISTANT ENAMEL OR EQUIVALENT. TRANSFORMERS SHALL BE EQUIPPED WITH A WIRING COMPARTMENT SUITABLE FOR CONDUIT ENTRY AND LARGE ENOUGH TO ALLOW CONVENIENT WIRING. THE MAXIMUM TEMPERATURE OF THE ENCLOSURE SHALL NOT EXCEED 50 DEGREES C RISE ABOVE A 40 DEGREES C AMBIENT AT ITS WARMEST POINT.

ISOLATE CORE AND COIL FROM ENCLOSURE USING VIBRATION-ABSORBING MOUNTS. TRANSFORMERS 30 KVA AND LARGER SHALL HAVE CORE AND CORE ASSEMBLY COMPLETELY ISOLATED FROM ENCLOSURE WITH NEOPRENE RUBBER PADS.

TRANSFORMERS SHALL HAVE A TERMINATION COMPARTMENT ARRANGED FOR FEEDER TERMINATIONS FOR SIDE OR BOTTOM ENTRANCE OF FLEXIBLE METALLIC RACEWAYS.

TRANSFORMERS SHALL HAVE A BONDING JUMPER INSTALLED BETWEEN THE SECONDARY NEUTRAL TERMINAL AND THE METAL CASE AND SHALL INCLUDE A GROUND TERMINAL OF PROPER SIZE TO RECEIVE GROUND CONDUCTOR.

FLOOR MOUNTED TRANSFORMERS: SET TRANSFORMERS 75 KVA AND SMALLER IN 1/4-INCH NEOPRENE SOUND PAD. SET TRANSFORMERS LARGER THAN 75 KVA ON STEEL SPRING ISOLATORS WITH MINIMUM OF 1-INCH STATIC DEFLECTION. INSTALL ALL TRANSFORMERS ON A 4-INCH HIGH CONCRETE PAD.

SUSPENDED TRANSFORMERS: STEEL SPRING HANGERS WITH 1-INCH MINIMUM STATIC DEFLECTION.

WALL MOUNTED TRANSFORMERS: MOUNT DIRECTLY TO RUBBER ISOLATORS SPECIFICALLY DESIGNED TO FUNCTION EQUALLY IN COMPRESSION, TENSION OR SHEAR, AND WITH INTERLOCKING FAIL-SAFE FEATURES THAT WILL SECURE IN EVENT OF SEVERE SHOCK, DAMAGE OR FIRE.

INSTALL CONDUCTORS TO AND FROM EACH TRANSFORMER IN FLEXIBLE METALLIC CONDUIT NOT LESS THAN 24 INCHES LONG, WHERE POSSIBLE. PROVIDE INSULATED GROUND BUSHING TO PREVENT METALLIC CONTACT BETWEEN CONDUIT AND TRANSFORMER HOUSING. INSTALL COPPER WIRE GROUNDING JUMPERS BETWEEN CONDUIT AND HOUSING.

ADJUST TAPS TO PROVIDE RATED SECONDARY VOLTAGE AS CLOSE AS PRACTICABLE AND AS REQUIRED TO ACCOMMODATE OWNER'S REQUIREMENTS.

FIRE ALARM SYSTEM:

ACCEPTABLE MANUFACTURERS- SIMPLEX, NOTIFIER, OR EDWARDS.

PROVIDE A COMPLETE FIRE ALARM SYSTEM TO SERVE THE NEW CONSTRUCTION AREA.

FIRE ALARM SYSTEM SHALL BE INSTALLED AND COMPLY WITH GOVERNING CODES AND REGULATIONS, FEDERAL, STATE, AND LOCAL AUTHORITIES HAVING JURISDICTION. COMPLY WITH THE FOLLOWING APPLICABLE STANDARDS AND CODES: AD-104, UL, ANSI, NEMA, AND NFPA INCLUDING THE NATIONAL ELECTRICAL CODE. THE COMPLETED FIRE ALARM SYSTEM SHALL BE UL APPROVED FOR THE APPLICATION.

THE FIRE ALARM SYSTEM SHALL BE AN INTELLIGENT, ADDRESSABLE SYSTEM. SYSTEM SHALL INCLUDE THE FOLLOWING EQUIPMENT AND COMPONENTS: CONTROL PANEL, DETECTORS, AUDIOVISUAL ALARM SIGNALS (COMBINATION DEVICES), VISUAL ALARM SIGNALS, PULL STATIONS, AND HEAT DETECTORS.

THE FIRE ALARM SYSTEM POWER SUPPLY, BATTERY BACK-UP, AND TERMINAL BOARDS SHALL BE SIZED TO ACCOMMODATE (10) ADDITIONAL VISUAL ALARM SIGNALS, (10) ADDITIONAL AUDIOVISUAL ALARM SIGNALS, (5) ADDITIONAL PULL STATIONS, (10) ADDITIONAL SMOKE DETECTORS THAT ARE NOT INDICATED ON THE FLOOR PLANS, FOR THE OWNER'S FUTURE EXPANSION OF THE FIRE ALARM SYSTEM.

COLOR CODE FIRE ALARM SYSTEM WIRING AND INSTALL IN CONDUIT. INSTALL ALL WIRING AND PRODUCTS PER MANUFACTURER'S REQUIREMENTS.

MAKE CONDUIT AND WIRING CONNECTIONS TO DUCT MOUNTED SMOKE DETECTORS.

TEST COMPLETED FIRE ALARM SYSTEM IN ACCORDANCE WITH NFPA AND THE LOCAL AUTHORITY HAVING JURISDICTION.

MOTOR AND HVAC WIRING AND CONNECTIONS:

PROVIDE ALL NECESSARY CONDUIT, BOXES, SUPPORTS, AND WIRING FOR THESE ITEMS.

REFER TO THE MECHANICAL PORTION OF THE CONTRACT DOCUMENTS FOR THE EXTENT AND SCOPE OF THIS WORK.

PROVIDE A DISCONNECT SWITCH FOR EACH MOTOR OR HVAC UNIT, IF INDICATED AND/OR REQUIRED BY THE NATIONAL ELECTRICAL CODE.

INSTALL ALL CONDUCTORS AND PROTECTIVE DEVICES IN STRICT CONFORMANCE WITH APPLICABLE CODES, REGARDLESS OF ANY PLAN DISCREPANCIES AND/OR MECHANICAL EQUIPMENT SIZE VARIATIONS.

IDENTIFICATION:

IDENTIFY ALL DISCONNECT SWITCHES (DEVICES THEY SERVE) WITH ENGRAVED, BEVELED EDGE LAMINATED PLASTIC NAMEPLATES WITH BLACK BASE AND BLACK CORE. LETTERING SHALL BE 1/4" HIGH. SECURE NAMEPLATES TO EQUIPMENT WITH SCREWS, RIVETS, OR DOUBLE-SIDED ADHESIVE TAPE PER EQUIPMENT MANUFACTURERS REQUIREMENTS.

PROVIDE CIRCUIT IDENTIFICATION NUMBERS ON OUTSIDE COVER OF J BOXES WITH GALVANIZED COVERS AND ON INSIDE COVER OF WIRING DEVICE FACEPLATES. NEATLY HANDWRITE CIRCUIT IDENTIFICATION NUMBERS USING PERMANENT MARKING PEN.

DISCONNECT SWITCHES:

DISCONNECT SWITCHES SHALL MEET STANDARD KS1 - 1969 FOR TYPE HD HEAVY DUTY SWITCHES. PROVIDE FUSED OR NON-FUSED SWITCHES WITH NEMA 1 OR 3 ENCLOSURES AS INDICATED OR REQUIRED.

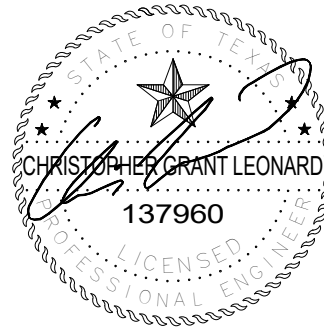
CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

Architect: Brinkley Sargent Wighton Architects
MEP: Tello
IT/AV: Tello

910 S Friendswood Dr., Friendswood, TX 77546

History

#	Date	Description
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02/26/2025

MEP SPECIFICATIONS

22404.00

02/26/2025

MEP-20

FANS	
DESIGNATION	EF-01
LOCATION	AV ROOM
AREA SERVED	AV CABINET
SERVICE(SA,RA,EA)	EA
CFM	402
DRIVE	DIRECT
TYPE	INLINE
SP	0.46
MOTOR HP	0.4
ELECTRIC	
VOLTAGE-PHASE-HERTZ	115/1/60
MCA	1
MOCP	15
OPERATING WEIGHT LBS.	8
MANUFACTURER/MODEL	AC INFINITY/AI-CLT6
ELEVATION	15'
REMARKS	1

1. Connect fan to temperature sensor inside duct. Set temperature sensor threshold to match temperature sensors on the cabinet mounted fans.
2. Mount controller to wall. Coordinate controller and fan location with architect and electrical contractor prior to install.

NOTES BY SYMBOL

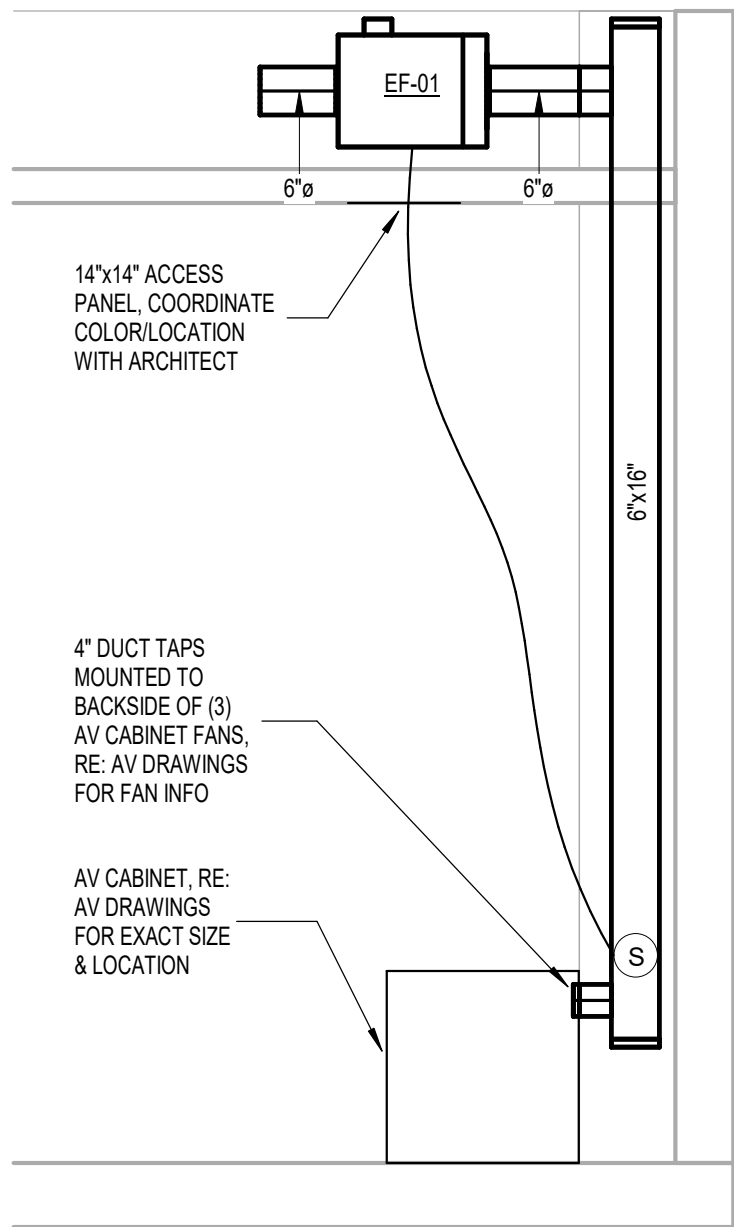
1. CONTRACTOR SHALL PROVIDE PRE-CONSTRUCTION AND POST-CONSTRUCTION TAB REPORTS TO DESIGN TEAM FOR REVIEW. DIFFUSERS SHALL BE SET TO EXISTING VALUES POST CONSTRUCTION.
2. EXISTING TRUNK DUCTS, BRANCH TAPS, AND FLEX DUCT LOCATED WITHIN COUNCIL CHAMBERS ROOM SHALL BE EXISTING TO REMAIN. EACH EXISTING RADIAL DIFFUSERS SHALL BE DEMOLISHED AND REPLACED WITH EQUAL WHEN NEW CEILING TILE IS INSTALLED.
3. REFER TO SECTION FOR DUCT ROUTING AND SIZING.

RENOVATION SPRINKLER NOTE:

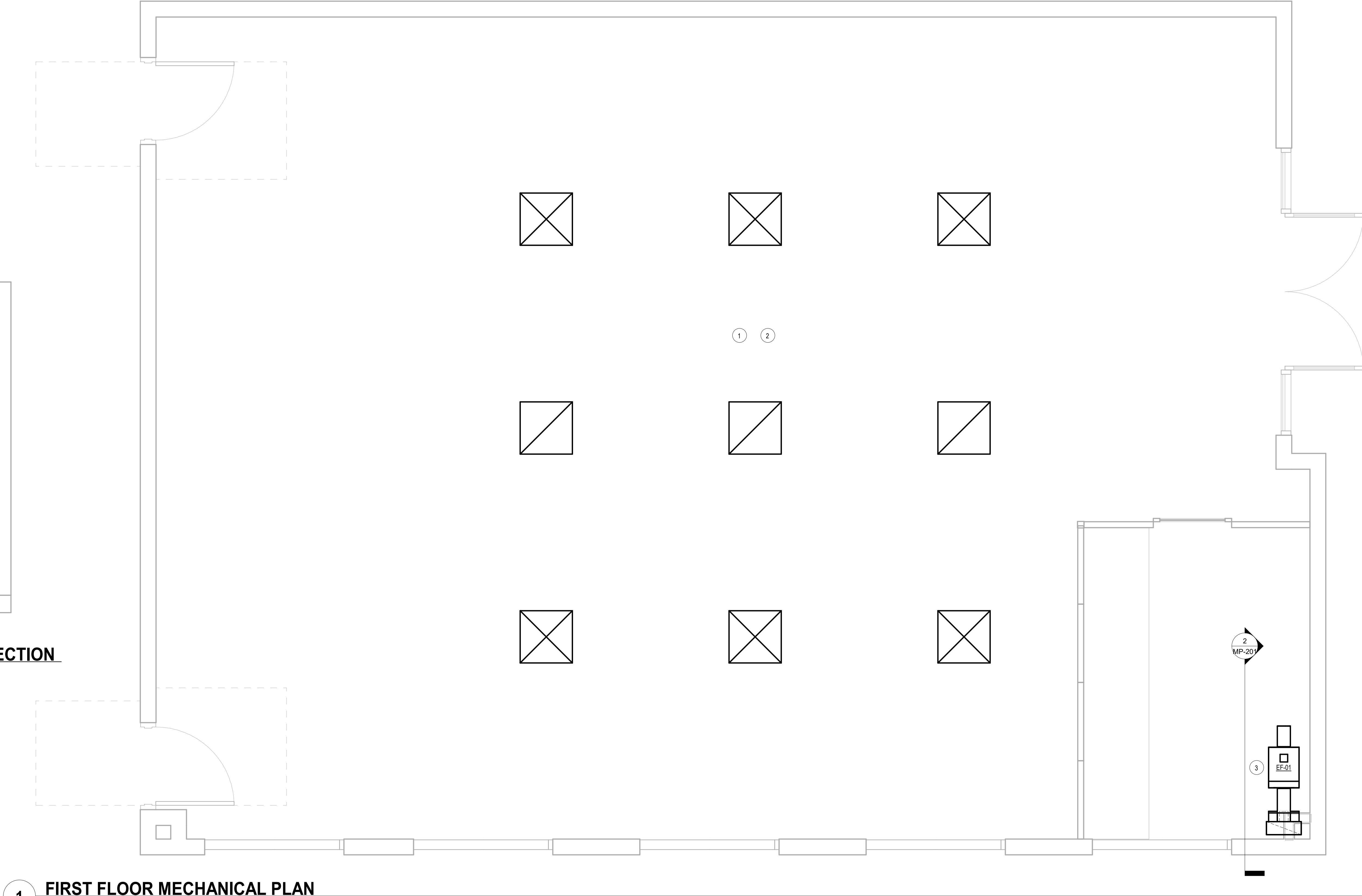
- A. PROJECT AREA IS CURRENTLY SPRINKLERED. REVISE EXISTING HEADS AS REQUIRED TO ACCOMMODATE WALL AND CEILING REVISIONS. WORK SHALL BE DONE BY A LICENSED SPRINKLER CONTRACTOR IN ACCORDANCE WITH CURRENT NFPA 13 AND SPRINKLER RULES OF THE STATE BOARD OF INSURANCE OF TEXAS AND OWNER'S INSURANCE AGENCY. ALL HEADS SHALL BE APPROVED BY ARCHITECT AND SHALL BE CENTERED IN CEILING TILES. MATCH EXISTING PIPING MATERIALS AND FITTINGS. ALL PIPING SHALL BE CONCEALED ABOVE FINISHED CEILING. MAKE ALL REQUIRED SUBMITTALS TO AUTHORITIES HAVING JURISDICTION; COORDINATE ANY SYSTEM SHUT DOWN WITH FIRE DEPARTMENT AND WITH OWNER.

GENERAL MECHANICAL NOTES:

- A. ALL MECHANICAL INSTALLATIONS SHALL BE IN STRICT COMPLIANCE WITH THE APPLICABLE LOCAL, STATE, AND FEDERAL CODES, STANDARDS, AND GOVERNING AUTHORITIES HAVING JURISDICTION.
- B. THE MECHANICAL CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS RELATED TO THEIR WORK AND THE WORK OF ALL OTHER TRADES PRIOR TO SUBMITTING BIDS. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING BIDDING SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO SUBMITTING BIDS.
- C. FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND ACCESSORIES REQUIRED FOR A COMPLETE WORKING AND COORDINATED SYSTEM. ALL NEW MATERIALS, EQUIPMENT, AND ACCESSORIES SHALL MATCH EXISTING BUILDING STANDARDS IN QUALITY, TYPE, AND FINISH, UNLESS OTHERWISE NOTED.
- D. ALL INTERRUPTIONS OF SERVICES (POWER, WATER, HVAC, ETC.) AND ALL WORK IN OCCUPIED SPACES (E.G. PLUMBING OR ELECTRICAL WORK IN AN OCCUPIED SPACE BELOW A SPACE UNDER CONSTRUCTION) MUST BE SCHEDULED THRU THE BUILDING MANAGER A MINIMUM OF 24 HOURS IN ADVANCE. ANY INTERRUPTIONS OR CONSTRUCTION WHICH WILL AFFECT NORMAL OPERATION OF THE BUILDING SHALL BE SCHEDULED, WITH THE BUILDING MANAGER'S APPROVAL, ON AN AFTER-HOURS BASIS.
- E. WORK SHOWN ON THESE SHEETS IS INTENDED TO PROVIDE THE OVERALL ENGINEERING CONCEPT. EXACT LOCATION OF DUCT/PIPING AND EQUIPMENT SHALL BE COORDINATED WITH BUILDING STRUCTURE, EQUIPMENT FURNISHED, ARCHITECTURAL DRAWINGS AND ALL OTHER TRADES PRIOR TO INSTALLATION. ANY CONTRACTOR INSTALLING WORK WITHOUT PRIOR COORDINATION SHALL RELOCATE HIS WORK AT HIS EXPENSE TO ALLOW PROPER INSTALLATION OF ANY AND ALL TRADES WORK.
- F. SUBMIT SHOP DRAWINGS TO THE ENGINEER AND OBTAIN APPROVAL, PRIOR TO PROCURING ANY NEW EQUIPMENT. SUBMIT OPERATING AND MAINTENANCE MANUALS FOR ALL NEW EQUIPMENT TO THE ENGINEER AND BUILDING ENGINEER.
- G. UNLESS OTHERWISE NOTED, ALL DUCT/PIPING SHALL BE CONCEALED, WHEREVER POSSIBLE PROVIDE CHROME ESCUTCHEON OR ALUMINUM DUCT COLLAR AT EACH PENETRATION OF A FINISHED SURFACE. MECHANICAL CONTRACTOR SHALL FURNISH ACCESS DOORS FOR INSTALLATION BY THE GENERAL CONTRACTOR IN WALLS AND CEILINGS WHERE ACCESS IS REQUIRED TO CONCEAL MECHANICAL OR PLUMBING EQUIPMENT, VALVES, CONTROLS, AND OTHER DEVICES.
- H. THE MECHANICAL CONTRACTOR SHALL FURNISH MOTOR DISCONNECTS, RELAYS AND STARTERS. THE ELECTRICAL CONTRACTOR SHALL INSTALL THESE DEVICES.
- I. ALL DUCTWORK DIMENSIONS ARE CLEAR, INSIDE DIMENSIONS. DUCTWORK SHALL BE GALVANIZED STEEL AND SHALL MEET MINIMUM S.M.A.C.N.A. CONSTRUCTION STANDARDS.
- J. MAINTAIN ALL DUCTWORK CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC CODE FOR ALL ELECTRICAL PANELS. DUCT/PIPING SHALL NOT BE ROUTED ABOVE ELECTRICAL GEAR OR IN THE SERVICE SPACE REQUIRED BY THE NATIONAL ELECTRICAL CODE. COORDINATE WITH THE ELECTRICAL CONTRACTOR.
- K. FIELD VERIFY ALL STRUCTURAL SUPPORTS AND TRUSSES AND AVOID DUCTWORK CONFLICTS.
- L. CONDUIT, PIPING, AND DUCTWORK SHALL BE INDEPENDENTLY SUPPORTED, AND THIS SUPPORT SHALL BE INDEPENDENT OF PARTITION AND CEILING SYSTEM SUPPORTS.
- M. ALL THERMOSTATS, CONTROLS, AND CONTROL WIRING (50 VOLTS OR LESS) OR PNEUMATIC TUBING SHALL BE FURNISHED AND INSTALLED BY THE MECHANICAL CONTRACTOR. CONTROL WIRING SHALL BE PROVIDED IN CONDUIT IF REQUIRED BY LOCAL CODES. FIELD VERIFY PRIOR TO BID, POWER WIRING SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
- N. PROVIDE EXTERNAL INSULATION FOR SUPPLY DUCT WITH AN EQUIVALENT THERMAL RESISTANCE AT LEAST: R-8.
- O. ALL FLEXIBLE DUCTWORK SHALL BE EQUAL TO FLEXMASTER TYPE 8M ACOUSTICAL INSULATED.
- P. DUCT SHALL BE SEALED LONGITUDINALLY ON RIGID DUCTS AND TRANSVERSE SEAMS ON ALL DUCTS. UL181A OR UL181B TAPES AND MASTICS SHALL BE USED.
- Q. MECHANICAL FASTENERS AND SEALANTS SHALL BE USED TO CONNECT DUCTS AND AIR DEVICES.
- R. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT CEILING DIFFUSER LOCATIONS AND CEILING MOUNTED DEVICES.
- S. REFER TO ARCHITECTURAL INTERIOR ELEVATION PLANS, WHERE THE ARCHITECT HAS DRAWN SUCH ELEVATIONS, FOR THE LOCATIONS OF ALL WALL MOUNTED DEVICES. OBTAIN THE ARCHITECT'S APPROVAL OF PROPOSED LOCATIONS FOR ALL VISIBLE THERMOSTATS AND OTHER CONTROL DEVICES.
- T. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF WALLS WHICH EXTEND TO STRUCTURE. WHERE FLEXIBLE DUCT PENETRATES A WALL WHICH EXTENDS TO STRUCTURE, PROVIDE INSULATED RIGID DUCT EXTENDING 12 INCHES ON EITHER SIDE OF THE PARTITION.
- U. AT TIME OF FINAL INSTALLATION OBSERVATIONS, THE OPERATION OF ALL SYSTEMS OF EQUIPMENT SHALL HAVE BEEN DEMONSTRATED TO PERFORM PROPERLY.
- V. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY WALLS GO TO DECK WHICH WILL RESTRICT RETURN AIR PATH.
- W. MANUAL BALANCE DAMPERS SHALL BE PROVIDED AT ALL BRANCH TAPS AND AT OTHER LOCATIONS AS SHOWN ON THE DRAWINGS AND AS REQUIRED FOR PROPER AIR BALANCE. BALANCING DEVICES SHALL BE IN ACCORDANCE WITH IMC603.15.
- X. PROVIDE ENGRAVED PHENOLIC LABEL FOR ALL EQUIPMENT AND SIGNAGE.
- Y. ALL EXISTING DUCTWORK AND PIPING WHICH IS NOT REUSED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
- Z. THE ENTIRE AIR SUPPLY SYSTEM WITHIN THE AREA OF WORK SHALL BE RE-BALANCED TO THE EXISTING AIR QUANTITIES BY AN INDEPENDENT AIR BALANCE CONTRACTOR. CONTRACTOR SHALL TAKE PRE AND POST DUCT TRAVERSE READINGS FOR DUCTWORK ENTERING OR LEAVING THE PROJECT AREA. CONTRACTOR SHALL ENSURE THAT AIR BALANCE WORK IN THE PROJECT AREA DOES NOT AFFECT AREAS OUTSIDE THE AREA UNDER CONSTRUCTION. THE INDEPENDENT BALANCING CONTRACTOR SHALL PERFORM A WATER BALANCE FOR ALL NEW EQUIPMENT. THE AIR AND WATER BALANCE CONTRACTOR SHALL SUBMIT CERTIFIED BALANCE REPORTS TO ENGINEER AND BUILDING MANAGER FOR REVIEW.



2 AV DUCT EXHAUST SECTION
SCALE: 1/2" = 1'-0"



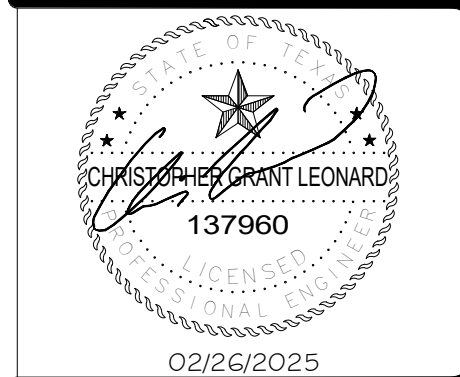
1 FIRST FLOOR MECHANICAL PLAN
SCALE: 1/2" = 1'-0"

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr, Friendswood, TX 77546

History		
#	Date	Description



FIRST FLOOR MECHANICAL & PLUMBING PLAN

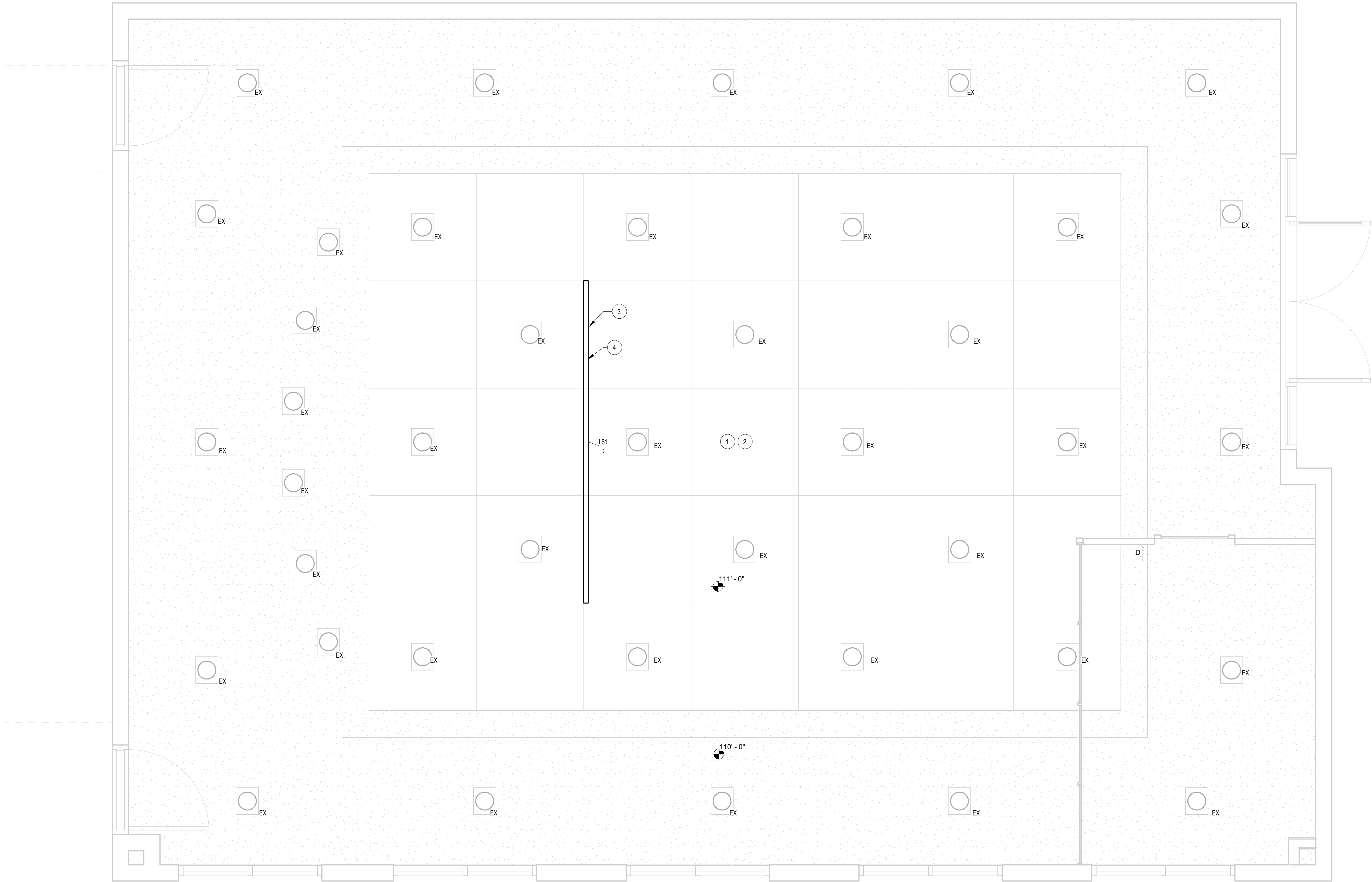
22404.00
02/26/2025

MP-201

ELECTRICAL LIGHTING FIXTURE SCHEDULE										
FIXTURE TAG	MANUFACTURER	MODEL	VOLTAGE	LUMENS	COLOR TEMP.	CRI	CONTROL TYPE	LOAD (VA)	MOUNTING	REMARKS
LS1	LIGHTING SERVICES INC	HEAD: LX2044-T19 27-83 35 M2 CT1-10 277 W / TRACK: TRK-SC-121-277W	277 V	2700	3500 K	83	0-10V DIMMING	297	SURFACE	

GENERAL LIGHTING FIXTURE SCHEDULE NOTES:

- A. PROVIDE FIXTURE PACK AS SPECIFIED ONLY (NO SUBSTITUTIONS UNLESS WRITTEN PRIOR APPROVAL BY ARCHITECT AND/OR ENGINEER.)
- B. CONTRACTOR SHALL CHECK THE BUILDING ELECTRICAL REQUIREMENT, ARCHITECTURAL FINISHES AND REGARDLESS OF THE CATALOG NUMBER PREFIXES AND SUFFIXES SHOWN, FURNISH FIXTURES WITH THE PROPER TRIM, HANGERS, BALLASTS, VOLTAGE RATING, AND OTHER MISCELLANEOUS APPURTENANCES TO PROPERLY COORDINATE WITH SAID FIXTURES.
- C. CONTRACTOR SHALL ALSO CHECK THE TYPE OF CEILINGS TO BE INSTALLED IN EACH ROOM AND VERIFY THAT THE RECESSED LIGHT FIXTURES ARE PROPER FOR THE TYPE OF CEILING TO BE INSTALLED BEFORE ORDERING FIXTURES.
- D. SUBMISSION OF VENDOR DRAWINGS FOR APPROVAL SHALL BE CONSTRUED THAT THE CONTRACTOR HAS VERIFIED THAT THE VOLTAGE AND CEILING SYSTEM HAS BEEN VERIFIED AND THAT ALL REQUIRED APPURTENCES HAVE BEEN INCLUDED.
- E. FIXTURES SHALL HAVE A LUMINAIRE DISCONNECT PER NEC.
- F. PRODUCT CATALOG NUMBERS WERE PROVIDED BY MANUFACTURER'S REPRESENTATIVES AND ARE CURRENT AS OF THE ISSUE DATE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING FIXTURES WHICH FULLY MEET THE INTENT OF THE LIGHT FIXTURE SCHEDULE ALL FLUORESCENT FIXTURES SHALL HAVE PAINT ELECTROSTATICALLY APPLIED AT THE FACTORY, AFTER FABRICATION, (PAF). ALL FLUORESCENT FIXTURES SHALL HAVE <10%THD ELECTRONIC BALLASTS.
- G. FIXTURE QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT QUANTITIES OF LIGHT FIXTURES AND ACCESSORIES PRIOR TO PROCUREMENT OF LIGHT FIXTURES.
- H. RECESSED LUMINAIRES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO LIMIT AIR LEAKAGE BETWEEN CONDITIONED AND UNCONDITIONED SPACES. ALL RECESSED LUMINAIRES SHALL BE IC-RATED AND LABELED AS MEETING ASTM E 283 WHEN TESTED AT 1.57 PSF (75 PA) PRESSURE DIFFERENTIAL WITH NO MORE THAN 2.0 CFM (0.944 L/S) OF AIR MOVEMENT FROM THE CONDITIONED SPACE TO THE CEILING CAVITY. ALL RECESSED LUMINAIRES SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND INTERIOR WALL OR CEILING COVERING.



GENERAL LIGHTING NOTES:

- A. GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IF CONFLICTS OCCUR BETWEEN LIGHTING AND ALL OTHER TRADES. DO NOT PROCEED WITH INSTALLATION IN THAT AREA UNTIL CONFLICT HAS BEEN RESOLVED TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AND ELECTRICAL CONTRACTOR.
- B. INSTALLATION SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODE ENFORCEMENT AGENCIES. INSTALLATION SHALL COMPLY WITH BUT NOT BE LIMITED TO NFPA, IECC, NEC, ETC.
- C. ALL SWITCHES SHALL BE INSTALLED 48" A.F.F. (ADA/TAS) TO CENTERLINE, BUILDING STANDARD HEIGHT, UNLESS OTHERWISE NOTED. COORDINATE COLOR WITH ARCHITECT/OWNER PRIOR TO INSTALLATION.
- D. COORDINATE EXACT LOCATION OF ALL LIGHTING FIXTURES WITH ARCHITECT.
- E. ALL CEILING MOUNTED DEVICES LOCATED IN LAY-IN CEILINGS SHALL BE CENTERED IN THE CEILING TILE.
- F. ALL REMOTE BATTERY PACKS FOR EGRESS/EXIT FIXTURE SHALL BE MOUNTED ABOVE AN ACCESSIBLE CEILING.
- G. CONTRACTOR SHALL INDICATE LIGHTING CIRCUIT CONTROLLED BY EACH SWITCH BY PROVIDING TYPE WRITTEN LABELING LOCATED ON OUTSIDE FACE OF EACH SWITCH COVER PLATE.
- H. MULTIPLE SWITCHES SHOWN TOGETHER SHALL BE GANGED TOGETHER UNDER A COMMON COVER PLATE.
- RENOVATION NOTES -----
- I. SPECIFIC CIRCUIT NUMBERS REPRESENT AVAILABLE CIRCUITS FROM EXISTING PLANS AND/OR ONSITE INVESTIGATIONS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING INSTALLATION.
- J. THOROUGHLY CLEAN AND RELAMP ALL EXISTING TO REMAIN FIXTURES.
- K. 'R' DENOTES NEW LOCATION OF RELOCATED DEVICE.
- L. 'EX' DENOTES EXISTING FIXTURES.

NOTES BY SYMBOL

1. EXISTING LIGHTING FIXTURES SHALL BE RELAMPED THOROUGHLY CLEANED AND RELAMPED WITH 3500K LED BULBS TO ENSURE UNIFORM LIGHT QUALITY AND ENERGY EFFICIENCY.
2. UTILIZE EXISTING CIRCUITS FOR CONNECTION, ENSURING THEY ARE ADEQUATE TO SUPPORT THE ADDITIONAL LOAD WITHOUT EXCEEDING CAPACITY. CONTRACTOR SHALL VERIFY CIRCUIT COMPATIBILITY AND AVAILABILITY PRIOR TO INSTALLATION.
3. PROVIDE LIGHTING TO ILLUMINATE EACH DAIS POSITION WITH A TOTAL OF ELEVEN TRACKHEADS. COORDINATE FINAL LAYOUT AND INSTALLATION DETAILS WITH ARCHITECT.
4. NEW FIXTURE SHALL CONNECT TO THE NEAREST CIRCUIT THROUGH A DIMMER SWITCH LOCATED IN THE A/V BOOTH. CONTRACTOR SHALL VERIFY CIRCUIT AND PANEL CAPACITY, ENSURING ADEQUATE LOAD AVAILABILITY, PRIOR TO INSTALLATION.

FIRST FLOOR ELECTRICAL LIGHTING PLAN

SCALE: 1/2" = 1'-0"

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr. Friendswood, TX 77546

History

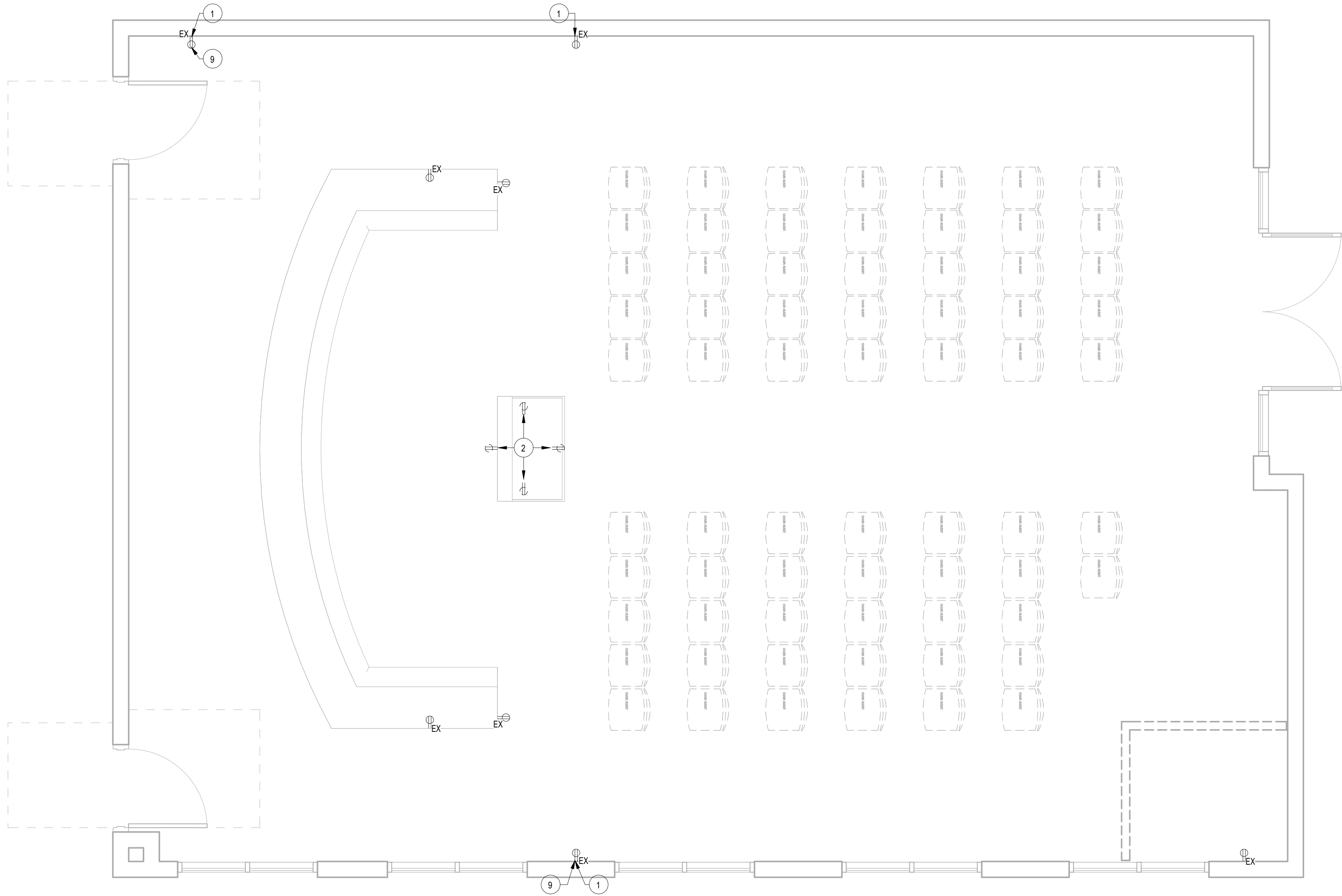
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02/26/2025

FIRST FLOOR ELECTRICAL LIGHTING PLAN

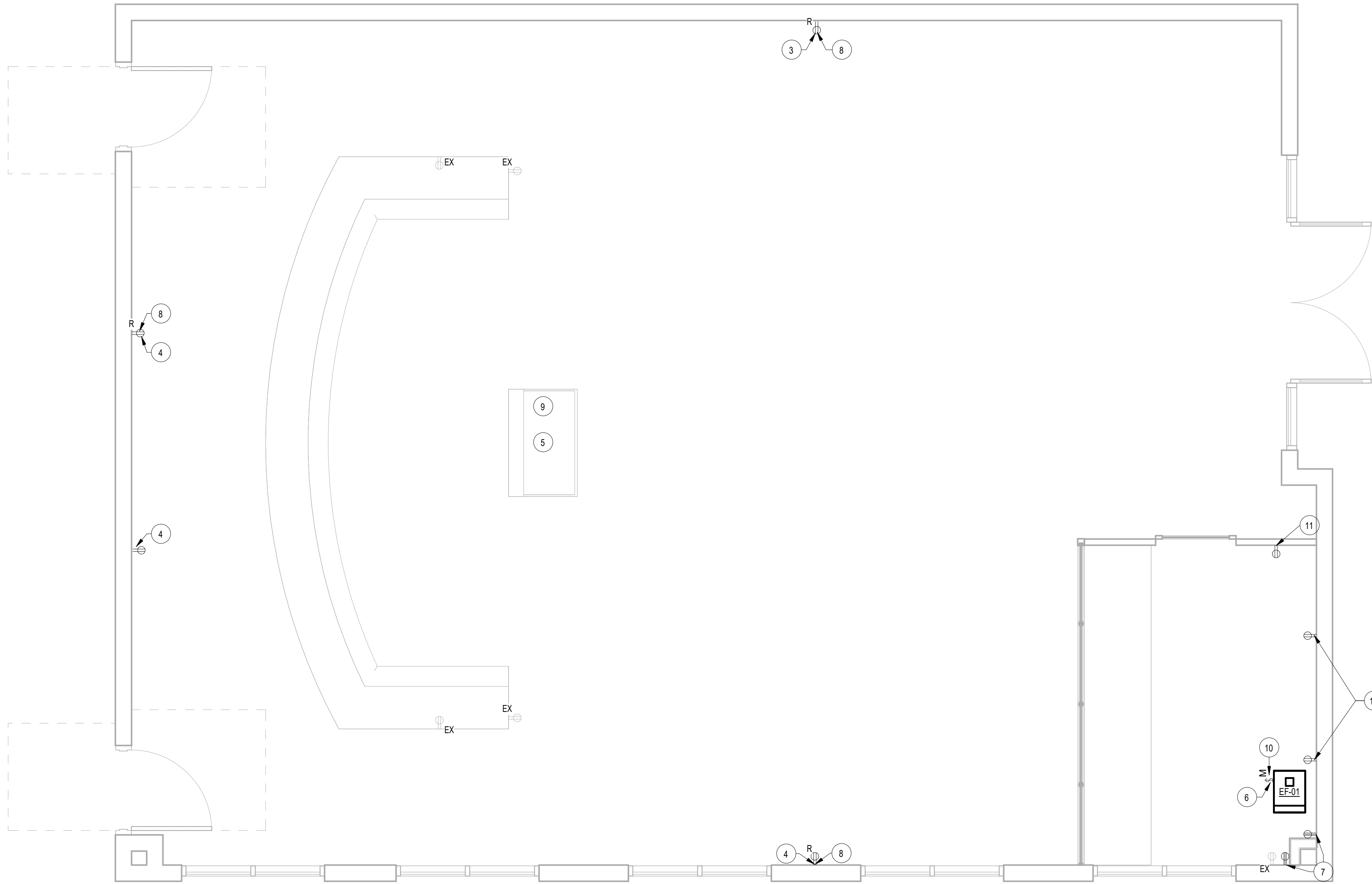
22404.00
02/26/2025

E-201



FIRST FLOOR ELECTRICAL DEMO POWER PLAN

SCALE: 3/8" = 1'-0"



FIRST FLOOR ELECTRICAL POWER PLAN

SCALE: 3/8" = 1'-0"

NOTES BY SYMBOL

- 1 DISCONNECT EXISTING ELECTRIC PROJECTION SCREEN AND REMOVE. PATCH AND PAINT.
- 2 REMOVE CEILING HUNG DEVICES; (2) PROJECTORS AND (2) FLAT PANEL DISPLAYS AND REPAIR CEILING. REFER TO ARCHITECTURAL DOCUMENTS FOR ADDITIONAL DETAILS AND REQUIREMENTS.
- 3 PROVIDE POWER FOR 75" FLAT PANEL DISPLAY. VERIFY HEIGHT WITH ARCH.
- 4 PROVIDE POWER FOR POLE MOUNTED 75" LED DISPLAY. VERIFY HEIGHT WITH ARCH.
- 5 GENERAL RECEPTACLES TO REMAIN THROUGHOUT.
- 6 REFER TO MECHANICAL SHEETS FOR MORE INFORMATION.
- 7 PROVIDE NEMA 16-30R DEDICATED 208V, SINGLE-PHASE, 30A TWIST-LOCK RECEPTACLE. CONNECT TO THE DESIGNATED 208V PANEL. CONTRACTOR SHALL VERIFY CIRCUIT AVAILABILITY AND PANEL CAPACITY PRIOR TO INSTALLATION.
- 8 UTILIZE EXISTING CIRCUITS FOR CONNECTION, ENSURING THEY ARE ADEQUATE TO SUPPORT THE ADDITIONAL LOAD WITHOUT EXCEEDING CAPACITY. CONTRACTOR SHALL VERIFY CIRCUIT COMPATIBILITY AND AVAILABILITY PRIOR TO INSTALLATION.
- 9 EXISTING CIRCUITS IN THIS LOCATION MAY BE EXTENDED TO THE NEW LOCATION AS FOR CONVENIENCE. REFER TO THE REMODEL PLAN FOR THE EXACT LOCATION OF THE NEW DEVICE.
- 10 INSTALL A NEW CIRCUIT IN AN AVAILABLE 208V PANEL. CONTRACTOR SHALL VERIFY PANEL CAPACITY AND CIRCUIT AVAILABLE BEFORE INSTALLATION.
- 11 UTILIZE THE EXISTING CIRCUIT IF FEASIBLE, ENSURING FULL COMPLIANCE WITH NEC CODE REQUIREMENTS. CONTRACTOR SHALL VERIFY CIRCUIT CAPACITY AND CODE CONFORMANCE BEFORE PROCEEDING.

GENERAL POWER NOTES:

- A. INSTALLATION SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODE ENFORCEMENT AGENCIES. INSTALLATION SHALL COMPLY WITH BUT NOT BE LIMITED TO NFPA, IECC, NEC, ETC.
- B. CONTRACTOR SHALL INSTALL CONDUCTORS PER SPECIFICATIONS AND FEEDER/BRANCH CIRCUIT SCHEDULE.
- C. COORDINATE ELECTRICAL AND DATA DEVICE LOCATIONS WITH ARCHITECTURAL CASEWORK AND MILLWORK PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL CASEWORK AND MILLWORK ELEVATIONS FOR ADDITIONAL INFORMATION.
- D. CONTRACTOR SHALL INDICATE CIRCUIT SERVING EACH RECEPTACLE BY PROVIDING TYPE WRITTEN LABELING LOCATED ON OUTSIDE FACE OF EACH RECEPTACLE COVER PLATE.
- E. INSTALL ALL ELECTRICAL RECEPTACLES AND DATA OUTLETS AT 18" A.F.F. (PER ADATAS) UNLESS OTHERWISE NOTED ON DRAWINGS. CONFIRM MOUNTING HEIGHTS WITH ARCHITECTURAL DRAWINGS AND NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO INSTALLATION.
- F. REVIEW COLOR OF ALL ELECTRICAL DEVICES AND DEVICE COVERPLATES WITH ARCHITECT PRIOR TO INSTALLATION.
- G. CONTRACTOR SHALL PROVIDE TAMPER RESISTANT RECEPTACLES NEC 406.12.
- H. HVAC AND PLUMBING EQUIPMENT MAY DIFFER FROM LOCATIONS AS SHOWN ON ELECTRICAL DRAWINGS. COORDINATE EXACT LOCATIONS WITH MECHANICAL AND PLUMBING CONTRACTOR.
- I. HVAC EQUIPMENT DISCONNECTS SHALL BE PROVIDED BY MECHANICAL CONTRACTOR AND INSTALLED AND WIRED BY ELECTRICAL CONTRACTOR, UNLESS OTHERWISE NOTED.
- J. PROVIDE J-BOX FOR ALL CABLE AND TELEPHONE/DATA OUTLETS WITH 3/4" CONDUIT, BUSHINGS, AND PULL STRING EXTENDING TO ACCESSIBLE CEILING.
- K. ALL CONDUITS ENTERING/EXITING A WALL CAVITY SHALL PENETRATE PERPENDICULAR TO THE WALL. ANY CONDUIT FOUND NOT PERPENDICULAR SHALL BE FIXED AT ELECTRICAL CONTRACTOR'S TIME AND EXPENSE.
- L. REFER TO ALL SPECIFICATION SECTIONS FOR ADDITIONAL ELECTRICAL EQUIPMENT AND INSTALLATION REQUIREMENTS.
- M. (ON) DENOTES THE CONTINUATION OF A CIRCUIT.
----- LOW VOLTAGE NOTES -----
- N. REFER TO TECHNOLOGY PLANS FOR TECHNOLOGY ROUGH-IN, SECURITY ROUGH-IN, NURSE CALL ROUGH-IN AND ADDITIONAL INFORMATION. COORDINATE EXACT LOCATIONS WITH TECHNOLOGY CONTRACTOR AND ARCHITECT PRIOR TO ROUGH-IN.
- O. REFER TO DIVISION 27 & 28 FOR CONDUIT, BACKBOXES, AND SLEEVE SPECIFICATIONS.
----- RENOVATION NOTES -----
- P. 'R' DENOTES NEW LOCATION OF RELOCATED DEVICE.
- Q. 'EX' DENOTES EXISTING DEVICE TO REMAIN.
- R. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL OUTLETS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BETWEEN DRAWING AND ACTUAL CONDITION BEFORE PROCEEDING WITH WORK.
- S. SPECIFIC CIRCUIT NUMBERS REPRESENT AVAILABLE CIRCUITS FROM EXISTING PLANS AND/OR ONSITE INVESTIGATIONS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING INSTALLATION.
- T. ELECTRICAL CONTRACTOR SHALL PROVIDE CIRCUIT TRACING AS REQUIRED TO DETERMINE CIRCUIT AVAILABILITY. ALL CIRCUITS IN SUITE SHALL NOT BE FED FROM A PANEL METERED BY ANOTHER TENANT. SOME REWIRING OF EXISTING ELECTRICAL CIRCUITS MAY BE REQUIRED TO CONNECT EXISTING TO REMAIN RECEPTACLES DEACTIVATED DURING DEMOLITION.
- U. THESE DRAWINGS REFLECT CONDITIONS AS DETERMINED BY INITIAL SITE VISIT AND INFORMATION RECEIVED TO DATE. ANY DISCREPANCIES FOUND BETWEEN EXISTING CONDITIONS AND DRAWINGS MUST BE REPORTED IMMEDIATELY TO THE ENGINEERING TEAM FOR REVIEW AND NECESSARY ADJUSTMENTS.
- V. CONTRACTOR SHALL VERIFY ALL EXISTING LOADS ON THE 208V PANELS SERVING THE CHAMBER. DOCUMENT ALL CIRCUITS AND ENSURE ACCURATE LABELING AND CAPACITY ASSESSMENT BEFORE PROCEEDING WITH INSTALLATIONS.
- W. IF A PANEL REACHES CAPACITY OR CANNOT ACCOMMODATE NEW LOADS, CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER TO DISCUSS POSSIBLE RECIRCUITING SOLUTIONS. DO NOT PROCEED WITHOUT APPROVAL FOR CHANGES TO THE PANEL CONFIGURATION.
- X. ALL WORK ON 208V PANELS MUST COMPLY WITH CURRENT ELECTRICAL CODES AND SAFETY STANDARDS. ENSURE PROPER SHUT DOWN AND LOCKOUT/TAGOUT PROCEDURES ARE FOLLOWED DURING INSPECTION AND MODIFICATION.

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

910 S Friendswood Dr., Friendswood, TX 77546

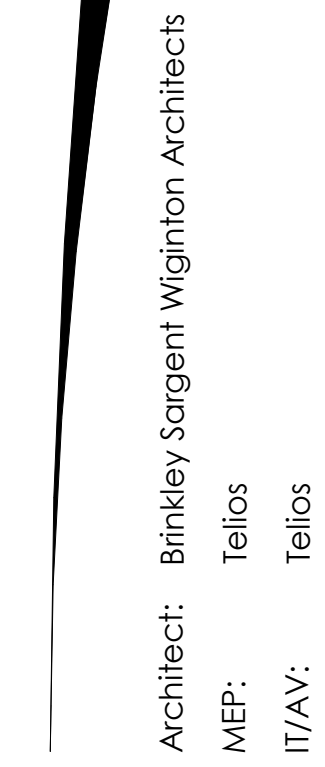
History		
#	Date	Description



FIRST FLOOR ELECTRICAL POWER PLAN

22404.00
02/26/2025

E-202

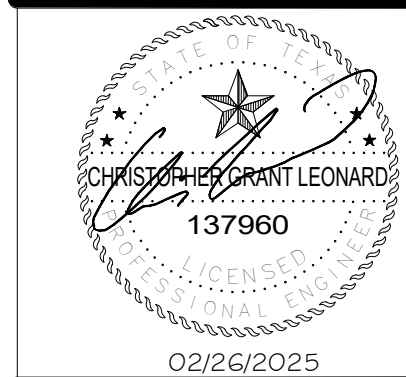


CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr, Friendswood, TX 77546

BRINKLEY SARGENT WIGINTON ARCHITECTS

History		
#	Date	Description

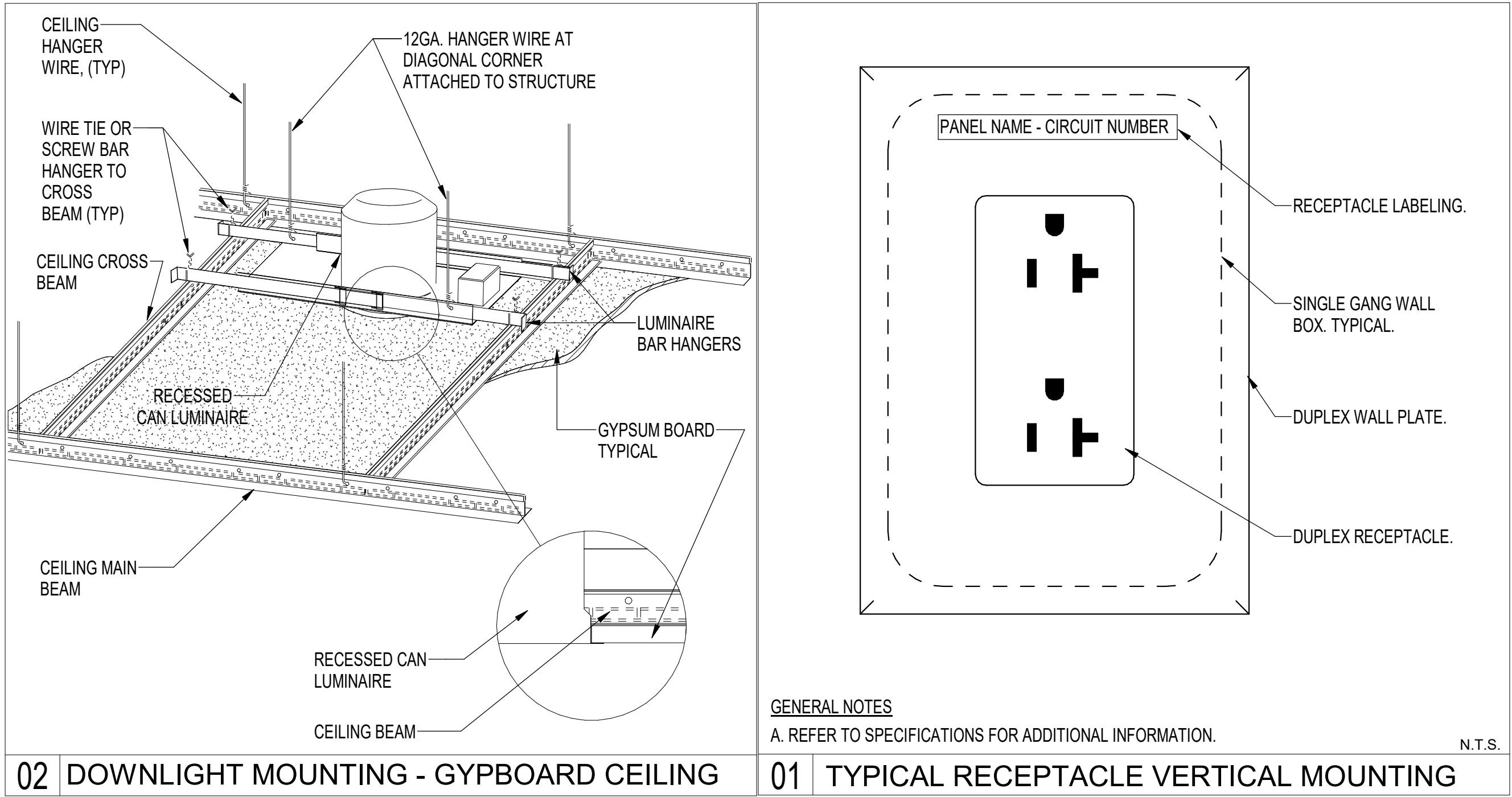


ELECTRICAL RISER DIAGRAM

22404.00
02/26/2025

E-401

ISSUE FOR PERMIT / BID



CITY OF FRIENDSWOOD COUNCIL
CHAMBER RENOVATION

910 S Friendswood Dr, Friendswood, TX 77546

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

22404.00
02/26/2025

E-501

History

#	Date	Description
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02/26/2025

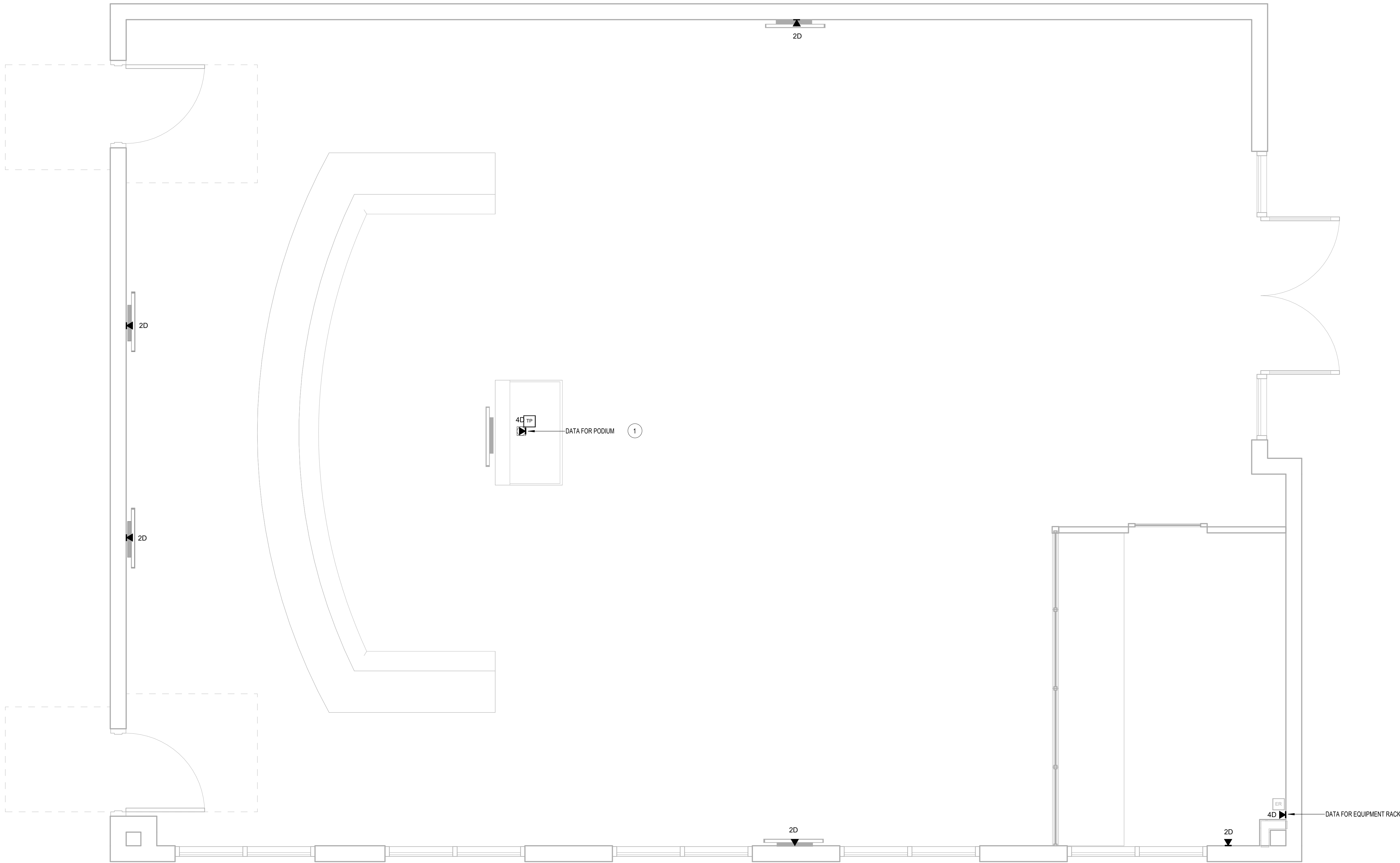
ELECTRICAL
DETAILS



- 1 DISCONNECT EXISTING DEVICES AND RESERVE THE RIGHT OF CLAIM FOR THE OWNERS REVIEW.
- 2 EXISTING CAMERA TO BE DEMOLISHED.
- 3 EXISTING UPPER CAMERA TO BE DEMOLISHED AND REPLACED.

History		
#	Date	Description





1 FIRST FLOOR LOW VOLTAGE FLOOR PLAN
SCALE: 1/2" = 1'-0"

GENERAL TECHNOLOGY NOTES:

- A. INSTALLATION SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODE ENFORCEMENT AGENCIES. INSTALLATION SHALL COMPLY WITH BUT NOT BE LIMITED TO NFPA, IECC, NEC, ETC.
- B. COORDINATE ELECTRICAL AND DATA DEVICE LOCATIONS WITH ARCHITECTURAL CASEWORK AND MILLWORK PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL CASEWORK AND MILLWORK ELEVATIONS FOR ADDITIONAL INFORMATION.
- C. REVIEW COLOR OF ALL DATA DEVICES AND DEVICE COVERPLATES WITH ARCHITECT PRIOR TO INSTALLATION.
- D. REFER TO AV ONELINES AND SPECIFICATION FOR ALL AV PRODUCT AND CABLING REQUIREMENTS
- RENOVATION NOTES
- E. 'R' DENOTES NEW LOCATION OF RELOCATED DEVICE.
- F. 'EX' DENOTES EXISTING DEVICE TO REMAIN.
- G. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL OUTLETS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BETWEEN DRAWING AND ACTUAL CONDITION BEFORE PROCEEDING WITH WORK.

NOTES BY SYMBOL

- 1 ALL NEW DATA CABLING TO UTILIZE EXISTING PATHWAYS AND WALL PENETRATIONS WHERE POSSIBLE. PROVIDE NEW J-HOOK PATHWAYS, CONDUITS OR SLEEVES WHERE REQUIRED. TERMINATE IN EXISTING SERVING RACK IN MECHANICAL SPACE PLAN NORTH OF COUNCIL CHAMBERS ON EXISTING PATCH PANELS WHERE POSSIBLE. PROVIDE NEW CABLING AND PATCH PANELS AS REQUIRED.

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr, Friendswood, TX 77546

History

#	Date	Description

REGISTERED COMMUNICATIONS DISTRIBUTION
Bicsi
Brian W Hancock
BICS1 ID #143664
Expires 12-31-25
02/26/2025

FIRST FLOOR LOW VOLTAGE FLOOR PLAN

22404.00
02/26/2025

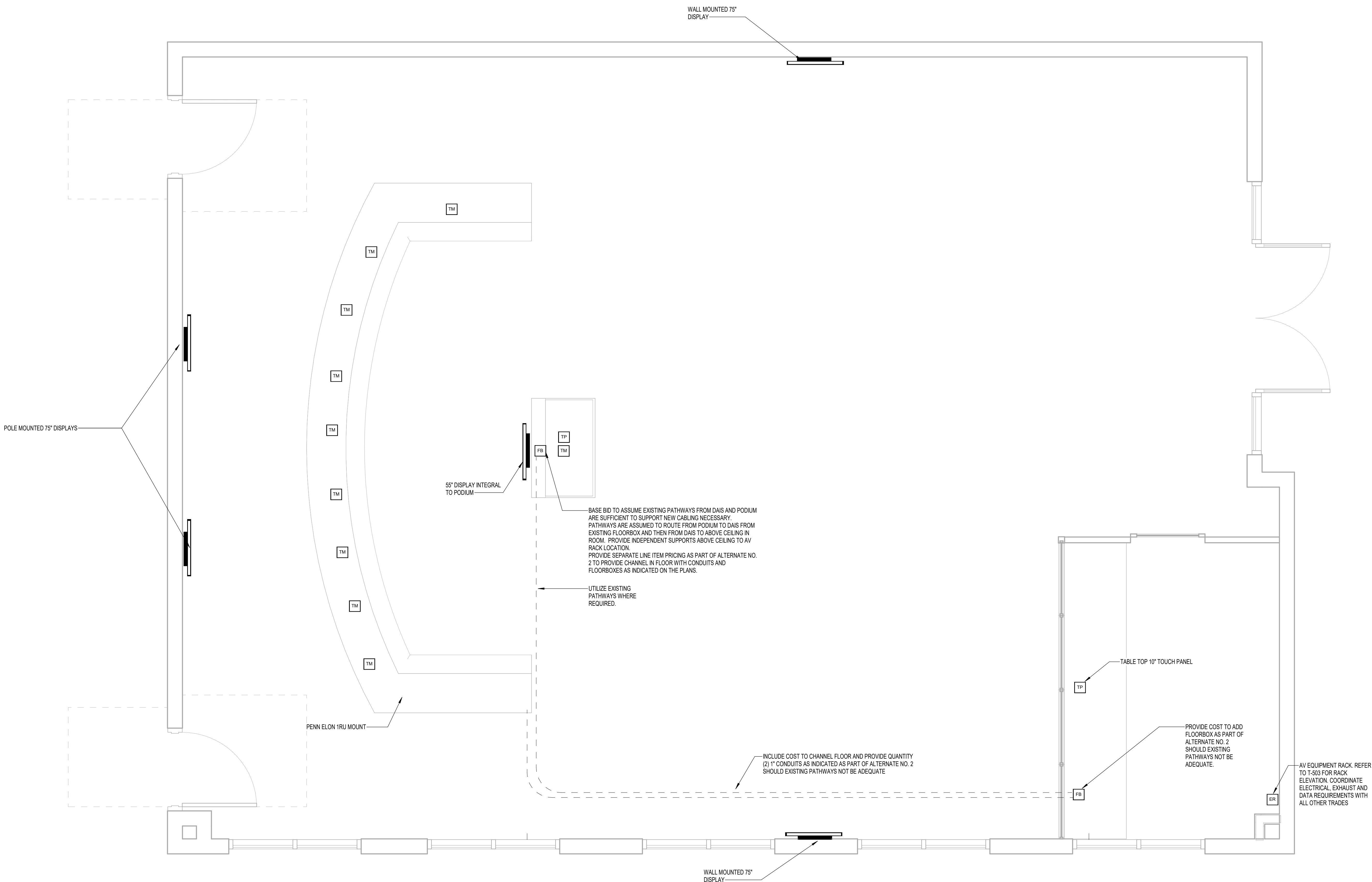
T-201

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

BRINKLEY SARGENT WIGINTON ARCHITECTS

ISSUE FOR PERMIT / BID

Page 161 of 199



1 FIRST FLOOR AUDIO VISUAL FLOOR PLAN
SCALE: 1/2" = 1'-0"

GENERAL TECHNOLOGY NOTES:

- A. INSTALLATION SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODE ENFORCEMENT AGENCIES. INSTALLATION SHALL COMPLY WITH BUT NOT BE LIMITED TO NFPA, IECC, NEC, ETC.
 - B. COORDINATE ELECTRICAL AND DATA DEVICE LOCATIONS WITH ARCHITECTURAL CASEWORK AND MILLWORK PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL CASEWORK AND MILLWORK ELEVATIONS FOR ADDITIONAL INFORMATION.
 - C. REVIEW COLOR OF ALL DATA DEVICES AND DEVICE COVERPLATES WITH ARCHITECT PRIOR TO INSTALLATION.
 - D. REFER TO AV ONELINES AND SPECIFICATION FOR ALL AV PRODUCT AND CABLING REQUIREMENTS
- RENOVATION NOTES -----
- E. 'R' DENOTES NEW LOCATION OF RELOCATED DEVICE.
 - F. 'EX' DENOTES EXISTING DEVICE TO REMAIN.
 - G. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL OUTLETS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BETWEEN DRAWING AND ACTUAL CONDITION BEFORE PROCEEDING WITH WORK.

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr. Friendswood, TX 77546

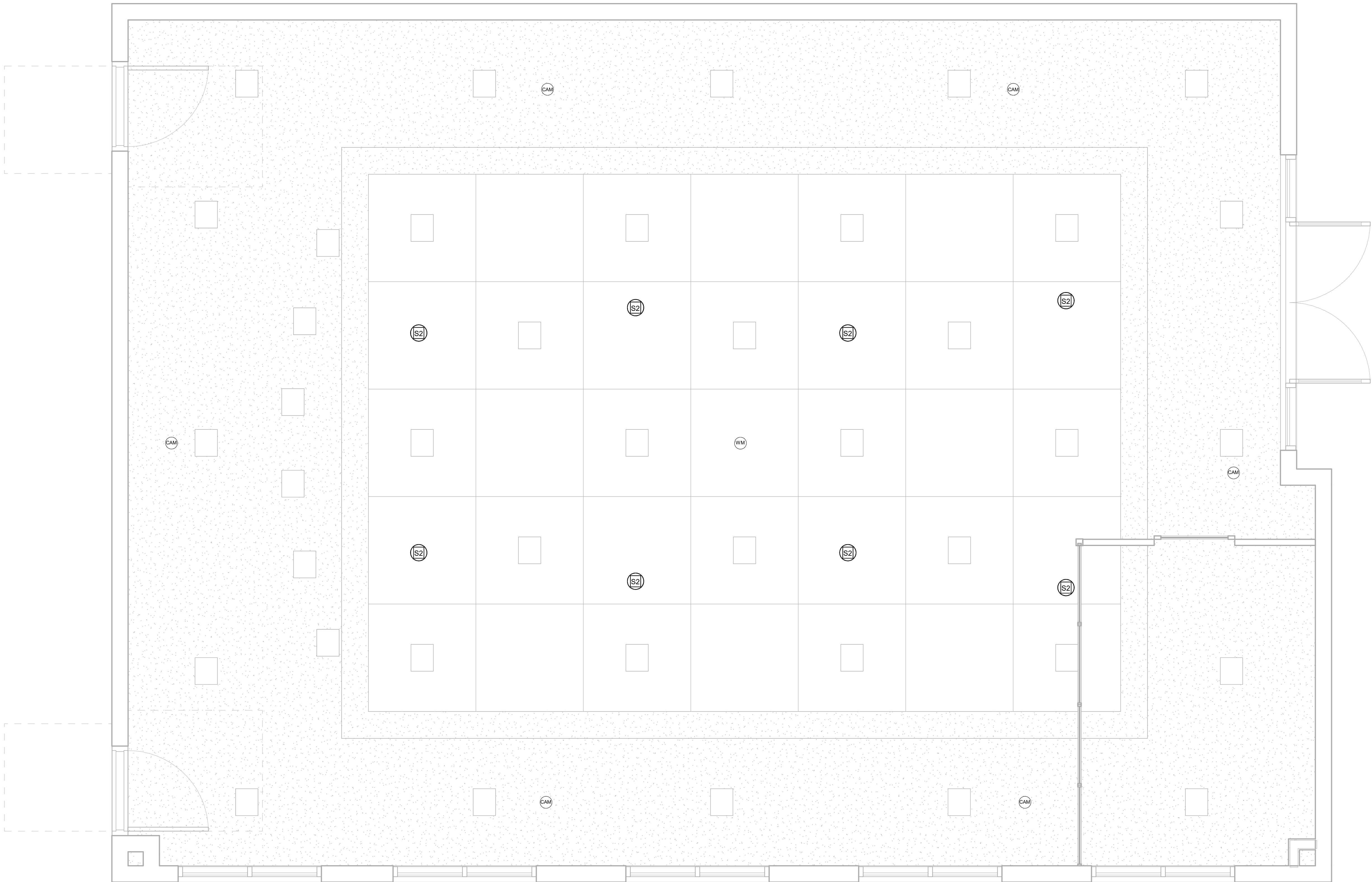
Architect: Brinkley Sargent Wiginton Architects
MEP: Telios
IT/AV: Telios

History

#	Date	Description
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REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

FIRST FLOOR
AUDIO VISUAL
PLAN



GENERAL TECHNOLOGY NOTES:

- A. INSTALLATION SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODE ENFORCEMENT AGENCIES. INSTALLATION SHALL COMPLY WITH BUT NOT BE LIMITED TO NFPA, IECC, NEC, ETC.
- B. COORDINATE ELECTRICAL AND DATA DEVICE LOCATIONS WITH ARCHITECTURAL CASEWORK AND MILLWORK PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL CASEWORK AND MILLWORK ELEVATIONS FOR ADDITIONAL INFORMATION.
- C. REVIEW COLOR OF ALL DATA DEVICES AND DEVICE COVERPLATES WITH ARCHITECT PRIOR TO INSTALLATION.
- D. REFER TO AV ONELINES AND SPECIFICATION FOR ALL AV PRODUCT AND CABLING REQUIREMENTS
- RENOVATION NOTES
- E. 'R' DENOTES NEW LOCATION OF RELOCATED DEVICE.
- F. 'EX' DENOTES EXISTING DEVICE TO REMAIN.
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Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

CITY OF FRIENDSWOOD COUNCIL
CHAMBER RENOVATION

910 S Friendswood Dr, Friendswood, TX 77546

History

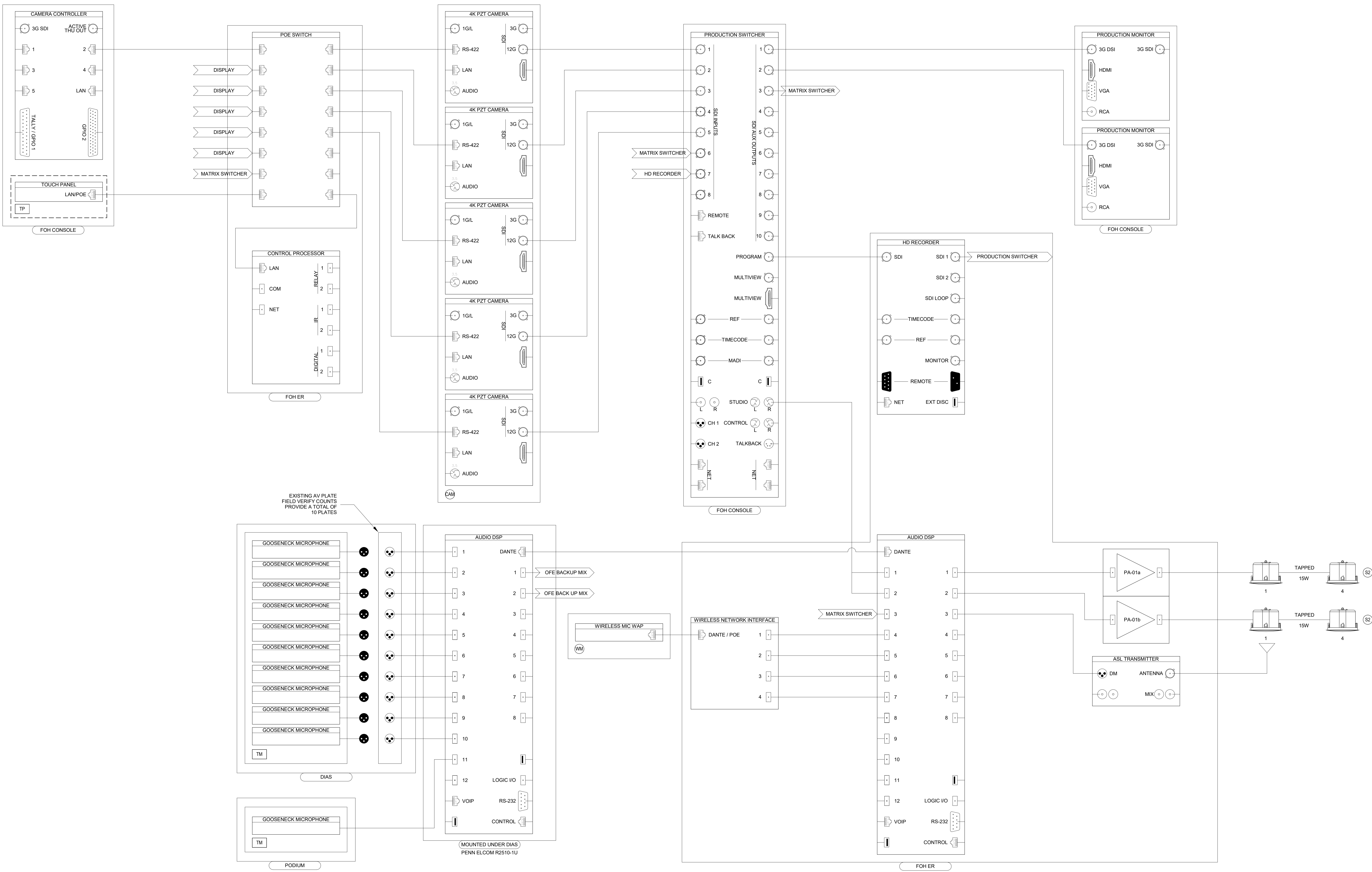
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02/26/2025

FIRST FLOOR
AUDIO VISUAL
RCP

22404.00
02/26/2025

T-301



1 Council Chamber
SCALE: NTS

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

Architect: Brinkley Sargent Wiginton Architects
MEP: Tellos
IT/AV: Tellos

910 S Friendswood Dr, Friendswood, TX 77546

History		
#	Date	Description



LOW VOLTAGE
DETAILS - AV
ONELINES

22404.00
02/26/2025

T-501



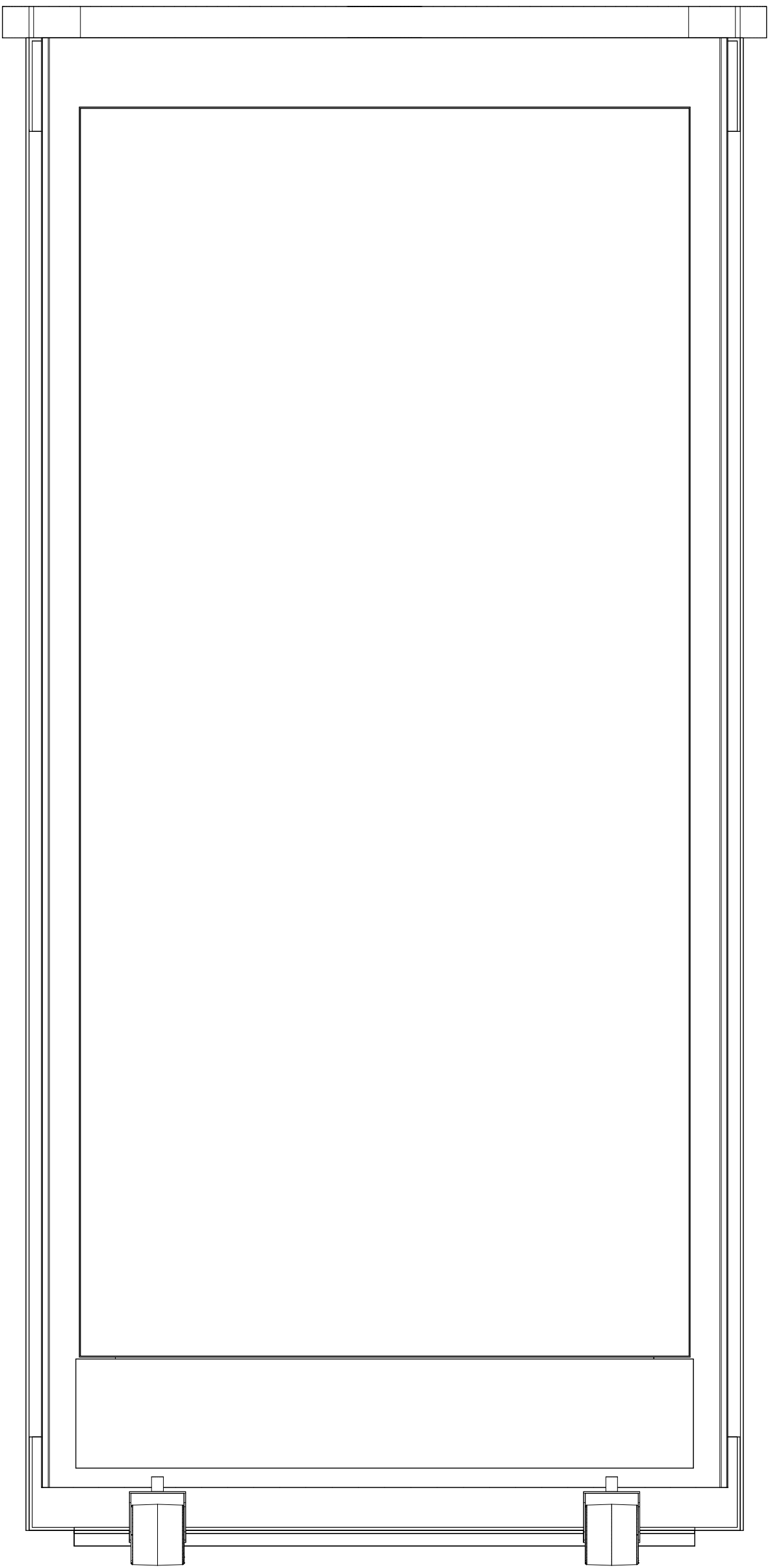
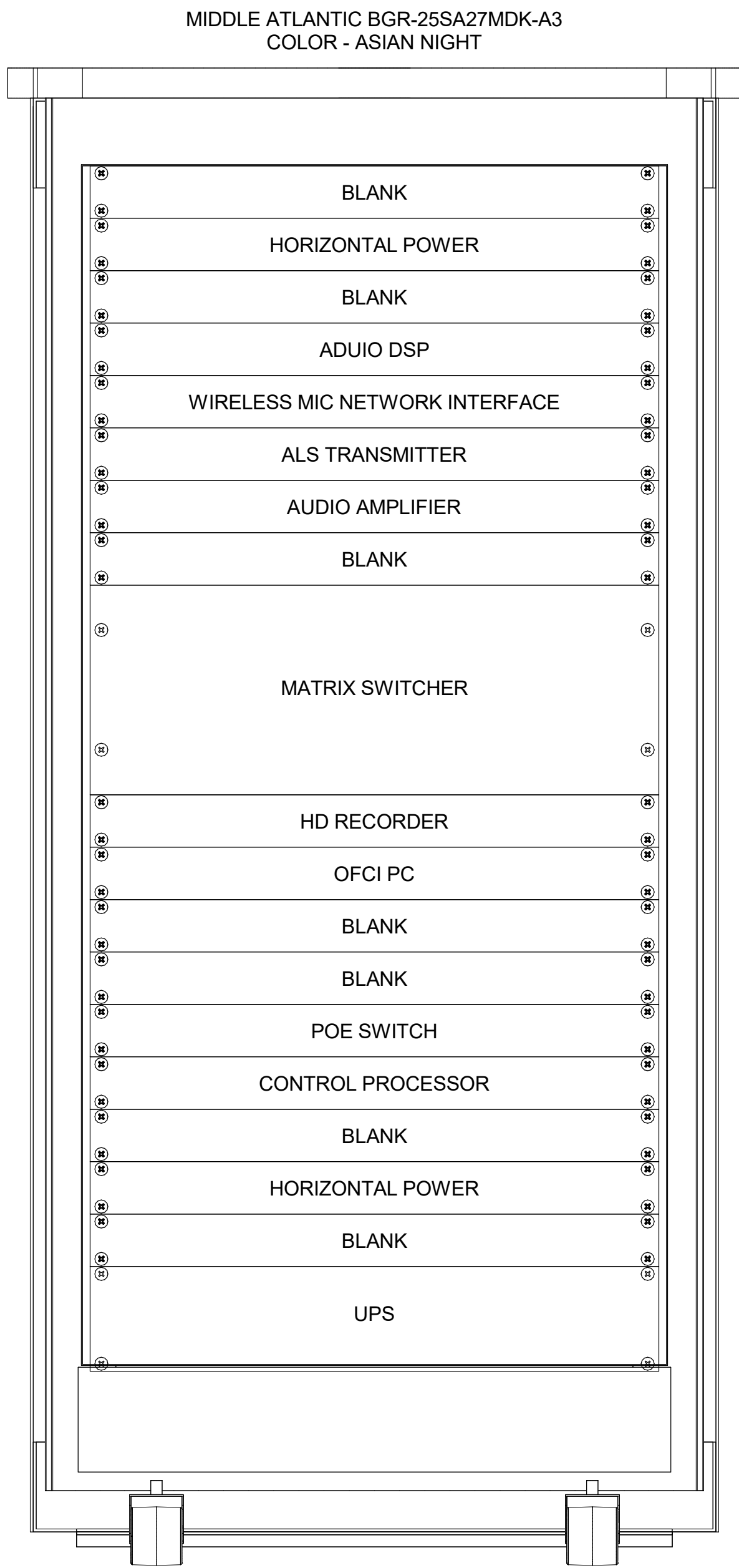
910 S Friendswood Dr, Friendswood, TX 77546

ISSUE FOR PERMIT / BID

BRINKLEY SARGENT WIGINTON ARCHITECTS

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
BICSi
Brian W Hancock
BICSi ID # 143664
EXPIRES 12-31-25
REDON
02/26/2025

22404.00
02/26/2025 **T-502**



1 Rack Elevations

SCALE: 3" = 1'-0"

Architect: Brinkley Sargent Wiginton Architects
MEP: Telios
IT/AV: Telios

CITY OF FRIENDSWOOD COUNCIL CHAMBER RENOVATION

910 S Friendswood Dr. Friendswood, TX 77546

History

#	Date	Description
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BICSI
Brian W. Hancock
BICSI ID #143664
Expires 12-31-25
02/26/2025

LOW VOLTAGE
DETAILS -
RACK
ELEVATIONS

22404.00
02/26/2025

T-503

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/13/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider approving a contract between the Friendswood Downtown Economic Development Corporation and Bay Area Signs and Electrical, LLC, for wayfinding and gateway signage related to the Downtown Improvement Plan.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed contract between the Friendswood Downtown Economic Development Corporation ("FDEDC") and Bay Area Signs and Electrical, LLC, for wayfinding and gateway signage related to the Downtown Improvement Plan. This contract was approved by the FDEDC at its meeting on August 12, 2025, and includes manufacturing and installing two (2) esplanade gateway signs and four (4) vehicle directional signs at a cost of \$36,253.30

This item is being presented to the City Council, as the FDEDC's expenditure of funds is subject to the approval of the City Council pursuant to Section 501.073(a) of the Texas Local Government Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. FDEDC - Street & Wayfinding
2. City of Friendswood - Texas Gov Code Verifications
3. Form 1295 - City of Friendswood

Bay Area Signs and Electrical LLC
1800 Dickinson Ave Ste A
Dickinson, TX 77539 US
+12819677141
bayareasignsandelectrical@gmail.com



Estimate

ADDRESS

City Of Friendswood
City Of Friendswood
910 S Friendswood Dr,
Friendswood, TX 77546

ESTIMATE # 4170

DATE 08/11/2025

ACTIVITY	QTY	RATE	AMOUNT
Material and Labor -Manufacture 2- Esplanada Gateway sign with 6" Aluminum poles with graphics.	2	7,243.03	14,486.06
Material and Labor -Manufacture 4 vehicular directional signs with 6" aluminum poles with graphics.	4	3,729.31	14,917.24
Labor & Bucket Truck -Install 6 signs in the medians	1	6,300.00	6,300.00
Staff Time -Staff time to obtain drawings and city permitting	1	550.00	550.00
Permit Fee -Permit fees are determined by the city and will be added to the final invoice .	1	0.00	0.00

SUBTOTAL	36,253.30
TAX	0.00
TOTAL	\$36,253.30

Accepted By

Accepted Date

CITY OF FRIENDSWOOD



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Bay Area Signs & Electrical LLC
1800 Dickinson Ave. Suite A
Dickinson, TX 77539
281-967-7141
Info@Bayareasignsandelectrical.com

Visit Us: bayareasignsandelectrical.com

FRIENDSWOOD

Scale:

Date: 08/7/2025

Approved By Client:

Approved By Landlord:

CLIENT INFO
CITY OF FRIENDSWOOD
SIGN SPEC
FACES: .125 ALUMINUM
CAN SIGN: MILL FINISH .063 ALUMIUM
POLES: 6" ALUMINUM WITH VINYL WRAP
MOUNTING
HARDWARE: 1/2" STAINLESS NUTS AND BOLDS
VINYL DIGITAL PRINT MATT LAMINATE




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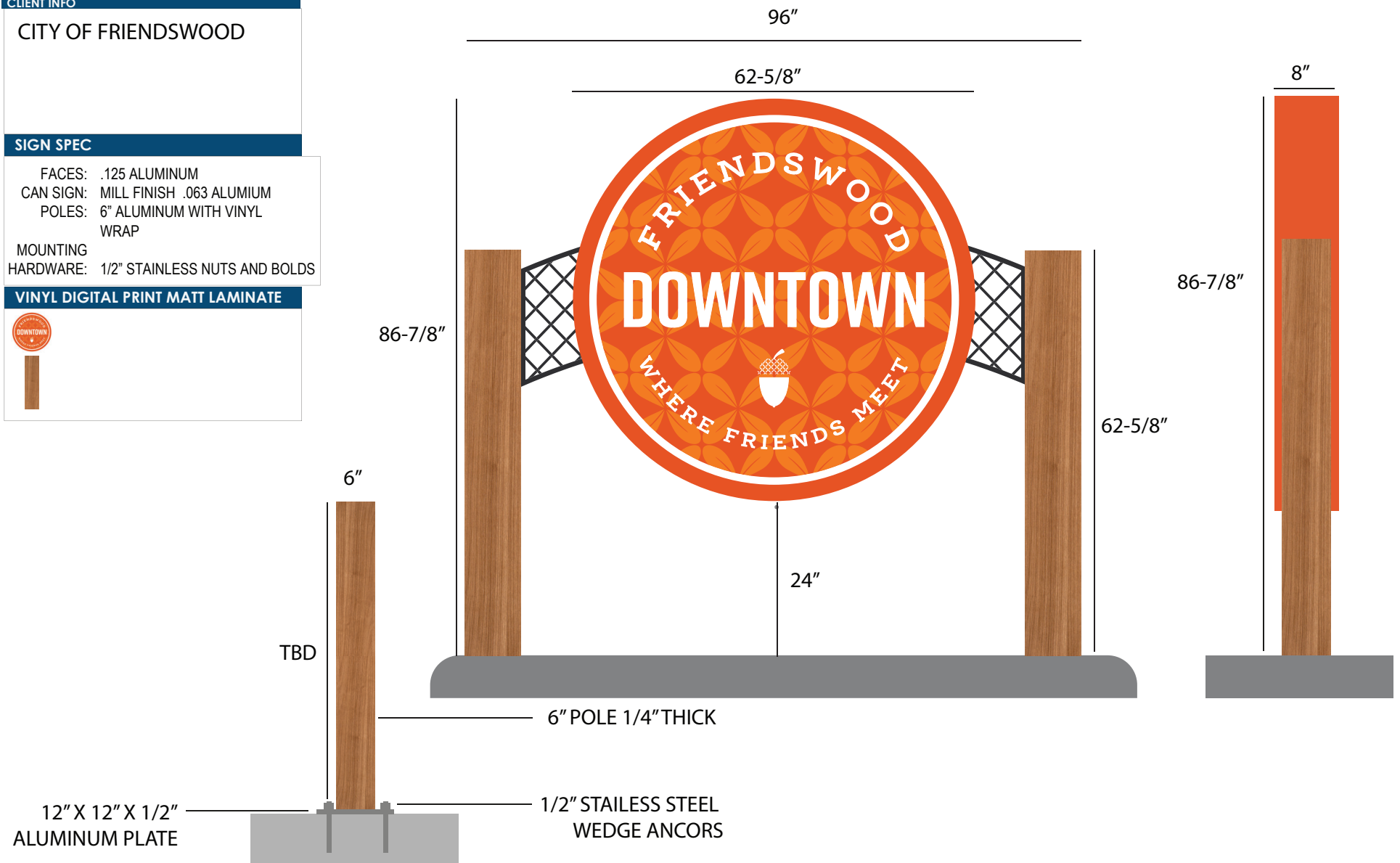
	Bay Area Signs & Electrical LLC 1800 Dickinson Ave. Suite A Dickinson, TX 77539 281-967-7141 Info@Bayareasignsandelectrical.com	FRIENDSWOOD Scale: Date: 08/7/2025 Approved By Client: Approved By Landlord:
Visit Us: bayareasignsandelectrical.com		

CLIENT INFO

CITY OF FRIENDSWOOD

SIGN SPEC

FACES: .125 ALUMINUM
CAN SIGN: MILL FINISH .063 ALUMIUM
POLES: 6" ALUMINUM WITH VINYL WRAP
MOUNTING
HARDWARE: 1/2" STAINLESS NUTS AND BOLDS

VINYL DIGITAL PRINT MATT LAMINATE

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Bay Area Signs & Electrical LLC
1800 Dickinson Ave. Suite A
Dickinson, TX 77539
281-967-7141
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Scale:

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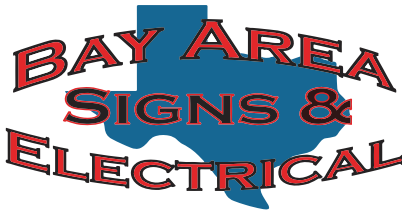
Approved By Landlord:

CLIENT INFO
CITY OF FRIENDSWOOD
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CAN SIGN: MILL FINISH .063 ALUMIUM
POLES: 6" ALUMINUM WITH VINYL WRAP
MOUNTING
HARDWARE: 1/2" STAINLESS NUTS AND BOLDS
VINYL DIGITAL PRINT MATT LAMINATE


QTY: 4



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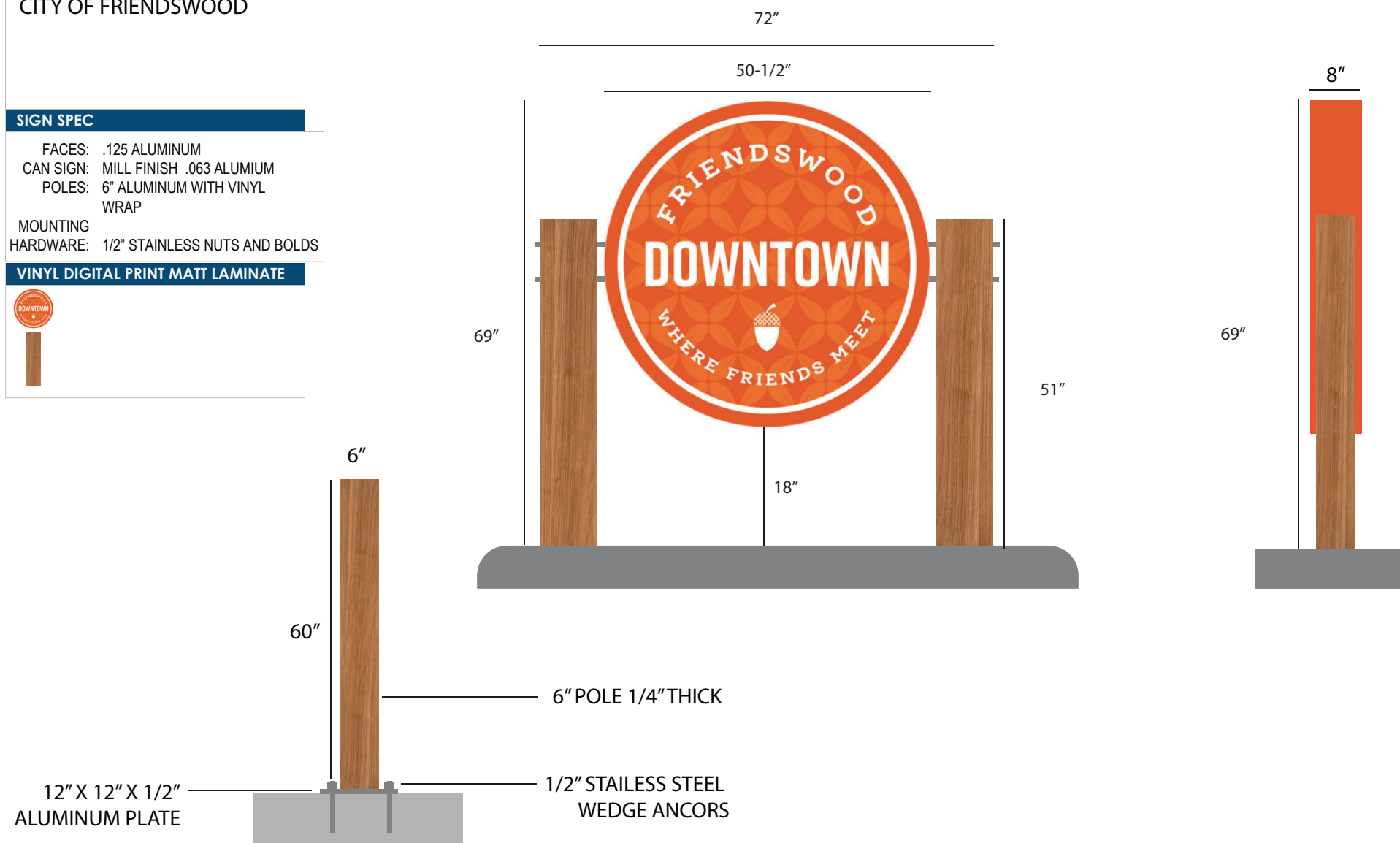


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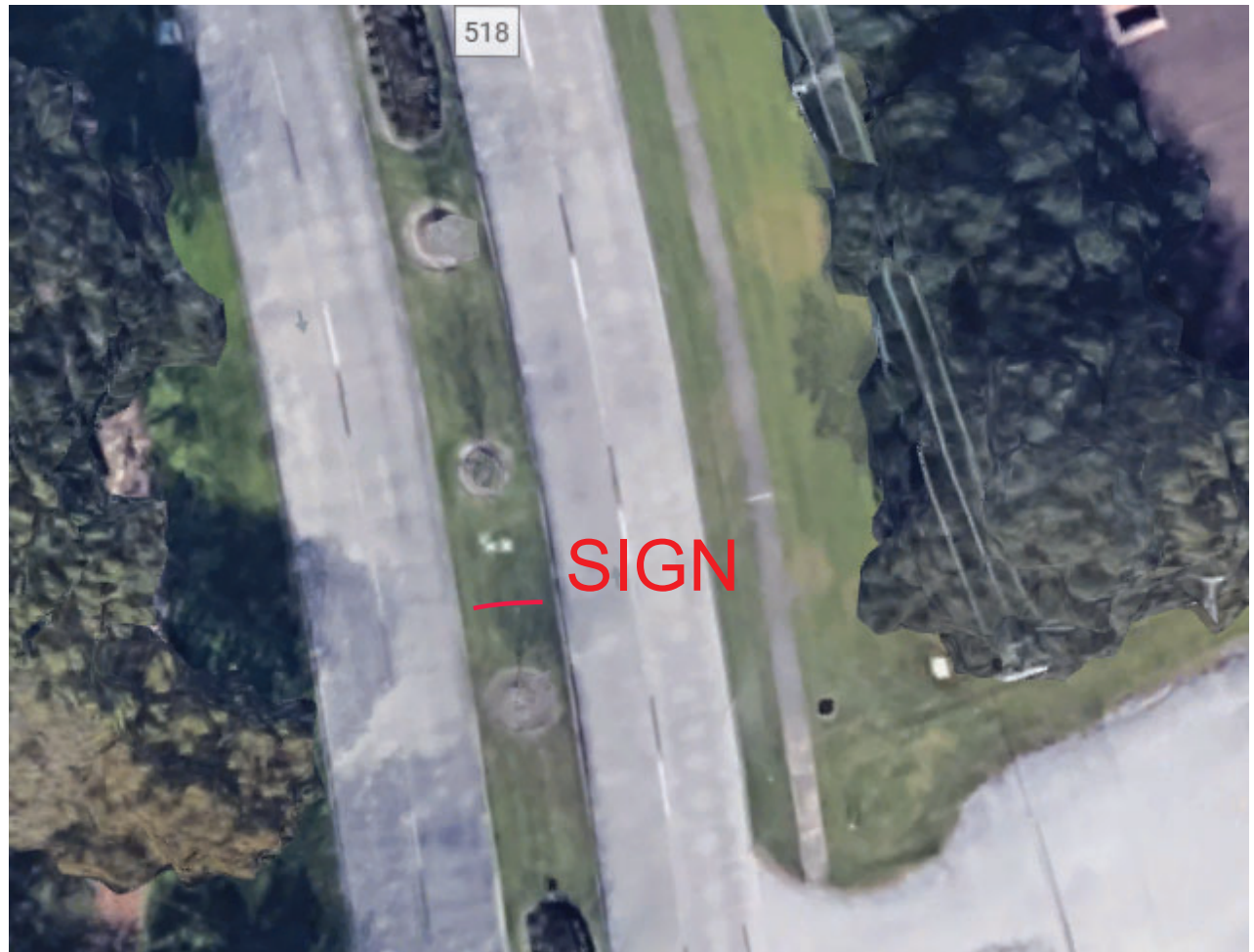
CITY OF FRIENDSWOOD

FACES:	.125 ALUMINUM
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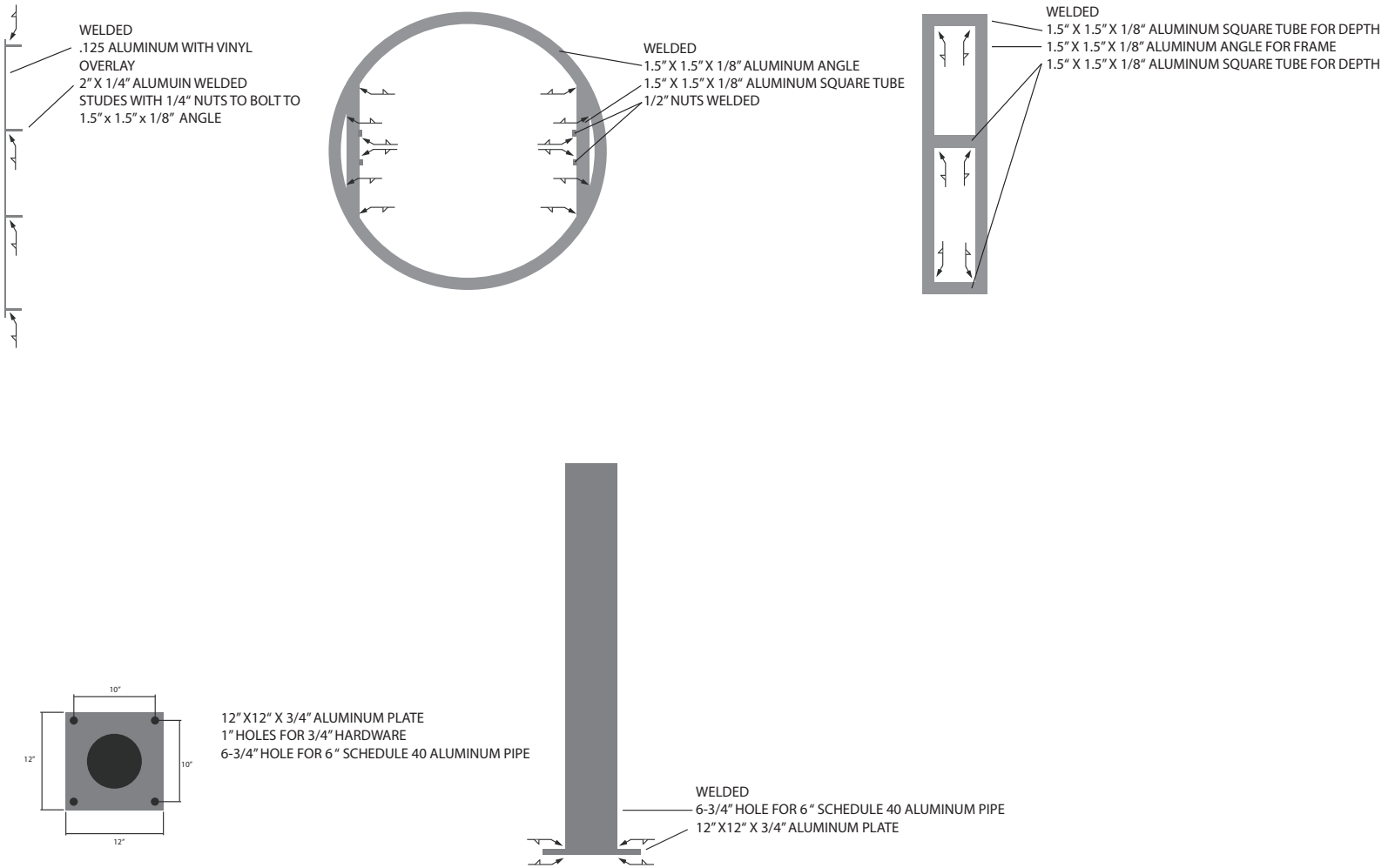
Scale:

Date: 08/5/2025

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CLIENT INFO
CITY OF FRIENDSWOOD
SIGN SPEC
FRAME: 1.5" X 1.5" X 1/8" ALUMINUM ANGLE 1.5" X 1.5" X 1/8" ALUMINUM SQUARE TUBE MOUNTING: 1/2" ALUMINUM NUTS
WELDING SPECS FOR ALUMINUM
WIRE: 4043 ALUMINUM .35 GAS: ARGON



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Scale:

Date: 05/14/2025

Approved By Client:

Approved By Landlord:

Page 180 of 199

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 07/07/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on July 12, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review and approval of the minutes of the City Council Special Meeting held on July 12, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 07 12 CC SP Meeting

DRAFT
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JULY 12, 2025

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON SATURDAY, JULY 12, 2025, IN THE PUBLIC WORKS CONFERENCE ROOM, LOCATED IN THE BLACKHAWK FACILITY, 15355 BLACKHAWK BOULEVARD, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Michael P. Ross	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 8:02 A.M. All members were present with the exception of Councilmember Trish Hanks who was absent.

2. INVOCATION

Councilmember John Ellisor led the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the comments by thanking staff for their work preparing the budget. Councilmember Ellisor reflected on his experience serving his second year on the City Council and expressed his appreciation in working alongside city staff and the members of Council, calling the experience positive and collaborative. Mayor Pro Tem Matranga thanked everyone present and acknowledged the hard work put in by staff behind the scenes to create the budget document, which is a huge endeavor that involves many hours of work throughout the organization. Councilmembers Branson and Griffon echoed the sentiment and expressed their appreciation to staff. Councilmember Ross reiterated thanks to the staff and acknowledged his own position as the “new guy,” apologizing in advance for asking many questions throughout the retreat.

5. PUBLIC COMMENT

There was no one who signed up to speak for a public comment.

6. DISCUSSION ITEMS RELATED TO CITY COUNCIL

A. Discuss an overview of the past Council retreats and possible updates related to the Council's mission statement, vision, goals, and strategic plans; community initiatives; communications strategies; HOA outreach; senior living facilities; EMS lift assist; and incentives to encourage staff members to reside within the city limits.

City Manager Morad Kabiri provided an overview of past Council retreats and possible updates related to the Council's mission statement, vision, goals, strategic plans, etc. with the following highlights:

COUNCIL VISION & MISSION REVIEW

- Vision Statement (Adopted July 1, 2024): *"The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility."*
- Goals: Maintain high service levels, diversify tax base, and complete prior-year initiatives.

Mayor Foreman and Councilmember Branson supported the existing vision statement. Councilmember Ross noted that it was missing a reference to Friendswood's identity as a family-centric community.

COMMUNICATIONS STRATEGY

- Key Engagement Channels (2024–2025): Facebook, email blasts, text alerts, website updates, and in-person engagement at community events
- How Councilmembers Can Help:
 - Engage on social media (like, comment, share)
 - Register for emergency notifications
 - Promote City boards
 - Attend HOA meetings
 - Refer questions to Staff for accuracy
- Major Weather Events Communication Stats:
 - Hurricane Beryl (July 2024) – 58 Facebook posts, 6 email blasts, 6 text messages, 3 phone calls, and 3 website updates
 - Winter Weather (Jan 2025) – 16 Facebook posts, 3 email blasts, 1 text message, 1 phone call, and 1 website update

The councilmembers asked about methods of emergency communication beyond digital platforms, particularly if power or cellular service is lost. Staff acknowledged this concern and listed fallback strategies, such as radio station outreach, promoting public facilities like the Library for Wi-Fi/power, reader boards, physical flyers at open businesses, and even door-to-door outreach when necessary. With regard to social media and per policy, Mr. Kabiri and Police Chief Josh Rodgers took a moment to address that the City refrains from posting on pages that are not officially run by the City.

HOA OUTREACH INITIATIVE

- Problem: Previously outdated HOA contact list, making communication difficult.
- Solution: Created a live HOA contact database that is updated by submitting an online form.

SENIOR LIVING & EMS LIFT ASSIST

- Key Statistic: 67% of EMS calls involve residents aged 55+.
- Concern: High frequency of fall calls requesting Fire Department or EMS.

- Implication: Need for senior-focused EMS planning and potential long-term solutions.

Anecdotes were shared by councilmembers whose family members received help from EMS and praised the service. As these calls (particularly from senior facilities) use a considerable amount of the City's capacity and resources, the councilmembers floated ideas, such as charging frequent users, applying a facility-level fee, or creating protocols for senior centers. Staff emphasized that any charge would need to be uniformly applied citywide, which would affect single-family residents. Councilmember Branson relayed that it would seem senior facilities would get charged a penalty. As this was a small percentage of calls overall, she was not sure if this is where they should be focusing their attention.

EMPLOYEE RESIDENCY INCENTIVES

- Current Residency Rate: Only 26% (66 of 249 full-time employees) live in Friendswood
- Benefits of Local Residency:
 - Employees invested in the community
 - Reduced commute time
 - Potential for faster response times in emergencies
 - Increased local spending
 - Increased employee visibility to residents*
- Challenges:
 - Housing Costs in Friendswood – median sold-home price \$426,000
 - Limited rental options
 - Many employees priced out of market
 - Not an equitable way to initiate program city-wide
 - Difficulty in recapturing incentives upon employee's departure
 - Increased employee visibility to residents* (employees never feel “off the clock”)
- Possible Incentive Programs:
 - Partner with homebuilders & developers to offer housing and service discounts to employees
 - Provide relocation assistance for new employees
 - Increase City participation in employee benefits (expand insurance to 100% coverage)
 - Any employee residency incentive must be budgeted for and agreed upon prior to service (longevity pay)

Council acknowledged the appeal of having more city employees live locally, as there would be benefits such as stronger community ties and faster emergency response. However, concerns about employees' interest and feasibility were weighed in their discussion.

At 9:15 A.M., Mayor Foreman recessed the meeting for a short break and later reconvened at 9:21 A.M.

Additional discussion ensued, prompted by Mayor Pro Tem Matranga, regarding whether the City should help provide homeowners associations (HOA) with flock cameras. Mr. Kabiri suggested the best way to handle this matter is if the Police Department identifies areas where they feel they are lacking. On a case-by-case basis, they can bring a license agreement to Council to determine if it would be advantages for the City to partner with the HOA.

B. Discuss the Council liaison appointments and duties, the Appointment Policy, and selection of a Mayor Pro Tem.

The Mayor opened the item by announcing his nomination of Councilmember John Ellisor as Mayor Pro Tem for FY 25-26, recognizing the excellent job done by Mayor Pro Tem Matranga for FY 23-24. Councilmember Branson voiced her support for the nomination. Mayor Forman then proceeded to discuss the Council liaison roles, as follows:

COUNCIL LIAISON ROLES

COMMITTEE	COUNCIL MEMBER	STAFF LIAISON	SCHEDULE
Clear Creek Watershed Steering Committee	Robert Griffon (Alt. Trish Hanks)	N/A	2nd Tuesday of every other month at 11:00 a.m., virtually
Community & Economic Development Committee (CEDC)	Sally Branson (Alt. Michael Ross)	Aubrey Harbin, Becky Bennett, Steven Rhea	1st Wednesday of every month at 4:00 p.m., City Council Chamber, City Hall
4th of July Steering Committee	Trish Hanks (Alt. Joe Matranga)	Megan Childers, James Toney	3rd Wednesday of every month at 6:00 p.m., CMO Conference Room, City Hall
Galveston County Consolidated Drainage District	Robert Griffon (Alt. Trish Hanks)	Jil Arias	2nd Tuesday of every month at 6:00 p.m., District Office, 1605 Whitaker Dr
Gulf Coast Authority	Mike Foreman (Alt. John Ellisor)	N/A	2nd Thursday of every month at 5:30 p.m., 910 Bay Area Blvd, Houston
H-GAC	Sally Branson (Alt. Mike Foreman)	Morad Kabiri, Jil Arias	3rd Tuesday of every month at 10:00 a.m., 3555 Timmons Ln., Houston
Keep Friendswood Beautiful (KFB)	Trish Hanks (Alt. Michael Ross)	Megan Childers, James Toney	4th Tuesday of every month at 8:00 p.m., CMO Conference Room, City Hall
Library Board	Michael Ross (Alt. Joe Matranga)	Matt Riley, Lisa Wilkins	3rd Tuesday of every month at 6:00 p.m., Library Public Library, 416 S Friendswood Dr
Planning & Zoning Commission (P&Z)	Joe Matranga (Alt. Trish Hanks)	Aubrey Harbin, Becky Bennett	2nd and 4th Thursday of every month at 8:00 p.m., City Council Chamber
Senior Citizens Advisory Committee	Robert Griffon (Alt. Mike Foreman)	Shadey Caraveo-Saldaña	2nd Monday of every month at 10:00 a.m., Activities Building, 416 Morningside Dr
Zoning Board of Adjustment & Appeals (ZBOA)	Joe Matranga (Alt. John Ellisor)	Aubrey Harbin, Becky Bennett	As needed, City Council Chamber, City Hall

Mayor Foreman clarified the purpose of liaisons is to serve as a conduit of information between the Council and the board, commission, or committee. Being a liaison does not mean they are a member of that body. They are not there to participate in debate, drive the meeting, or advocate for their personal agenda. Their role is to observe, report, and, if asked, provide updates on relevant actions or decisions taken by Council. There was broad consensus that the role of a liaison is observational, not authoritative.

APPOINTMENT POLICY REVIEW

- Definition: Advisory boards are volunteer-based entities.
- Proposed Changes: Eliminate the residency requirement for Keep Friendswood Beautiful (KFB) and 4th of July Steering Committee.

Staff addressed a possible adjustment for Council to consider to their appointment policy is the residency requirement for two specific boards: the 4th of July Steering Committee and Keep Friendswood Beautiful (KFB). These two were noted to have consistently been a struggle to fill. Unlike other boards that attract a lot of interest, these two boards do not generate the same level of enthusiasm. The policy was last updated about three or four years ago when Former Councilmember John Scott felt strongly that only Friendswood residents should serve on those two boards. While the intent was clear, the practical impact has been

ongoing difficulty in sustaining volunteer engagement. Mayor Foreman requested to put this on the next agenda to consider this change at their next City Council Meeting.

C. Discuss the composition and appointment of a Bond Election Ad Hoc Committee and the proposed Bond Election to be held on November 3, 2026.

City Manager Morad Kabiri prompted Council's discussion on the composition and appointment of a Bond Election Ad Hoc Committee and the proposed Bond Election to be held on November 3, 2026, with the following highlights:

BOND ELECTION OVERVIEW

- Proposed Election Date: November 3, 2026
- Purpose of Discussion: Begin planning timeline for community input, project prioritization, and education. Also, formally initiate committee creation and timeline coordination.

Staff began by noting that the City is considering a potential bond election in November 2026. One reason no bond was proposed for 2025 is due to overlapping elections: Galveston County held one in May, and FISD is planning one for November. Given that, it is uncertain what the community's appetite will be for another bond election so soon. However, staff emphasized that a number of capital projects have been building up in the queue for years that, at some point, need to be brought before voters for consideration.

Should a 2026 Bond Election be pursued, the staff recommended the formation of a Bond Election Ad Hoc Committee tasked with: (1) evaluating the city's infrastructure and capital project needs, (2) gauging public interest and feasibility, and (3) formulating a recommendation for Council's consideration.

BOND ELECTION AD HOC COMMITTEE

- Composition: 15 members, appointed by the City Council on August 4, 2025
- Eligibility Criteria: Must be Friendswood residents
 - Preference given to those with: Volunteer experience, service on City boards, and or completion of the Friendswood Academy
- Timeline for Committee Work:
 - August 2025 – March 2026: Monthly meetings and evaluations
 - April 2026: Final report to be presented to City Council
 - Goal: Establish clear project priorities and inform the public ahead of the election

Staff and Council discussed potential candidates before moving onto the next item.

D. Discuss the City Council's Rules of Procedure, including procedures concerning a Vice Mayor Pro Tem; the posting of agendas, notices, and meeting dates/times; and executive sessions.

City Attorney Karen Horner introduced the item relaying that each year staff reviews the City Council Rules and Procedures to determine if any adjustments or updates are needed. This year, staff identified the following items worth addressing:

Vice Mayor Pro Tem

- Consider adding the Vice Mayor Pro Tem to serve in situations where neither the Mayor nor Mayor Pro Tem are available.
- Consider authorizing the Mayor to appoint the Vice Mayor Pro Tem.

The Council voiced their support for the suggestion as presented by staff.

Meeting Notice Requirement and Meeting Date

- Consider changing the City Council's regular meeting date to accommodate new Open Meetings Act rules, specifically HB 1522, by which the meeting notice requirements changed from calendar days to business days.

Council favored keeping their meeting date the first Monday of the month. Staff communicated expectations as keeping the current setup would limit Council's ability to make changes to agendas.

Executive Sessions

- Consider including best practices concerning executive session by aligning the rules with Section 551.146 of the Texas Government Code, pertaining to the confidentiality of executive sessions.

The Council agreed to the principle that what happens in executive sessions stays in executive sessions.

Community Interest and Liaison Reports

- Reports not received within the designated time period in which to submit a request for an agenda item regarding liaison reports will be added to the next Council agenda.

At 10:15 A.M., Mayor Foreman recessed the meeting for a short break and later reconvened at 10:24 A.M.

7. DISCUSS ITEMS RELATED TO CITY OPERATIONS

A. Discuss the City of Friendswood budget process, plans and overview of past, current and proposed budgets.

Finance Director Rhonda Boskas provided Council with a preliminary overview of the City of Friendswood upcoming budget with the following highlights:

VISION & BUDGET GOALS

- Vision Statement (Adopted July 1, 2024): *"The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility."*
- Goals: maintain high-level service (base-funded), investing in the diversification our tax base, and fulfill prior year initiatives.

BUDGET DEVELOPMENT PROCESS

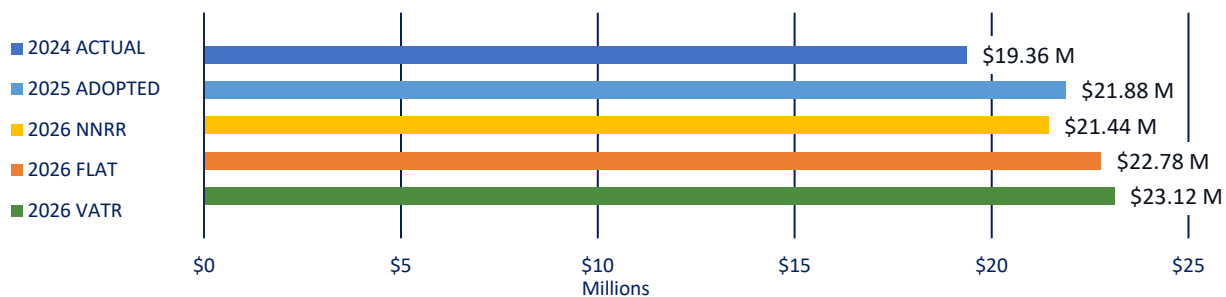
- Departments submit Decision Packages and base budgets
- Budget Team meets to review proposals and "Forces at Work"
- Packages are ranked by department directors
- City Council provides direction after seeing key budget drivers
- Property values are certified → tax rate is adjusted accordingly

GENERAL FUND

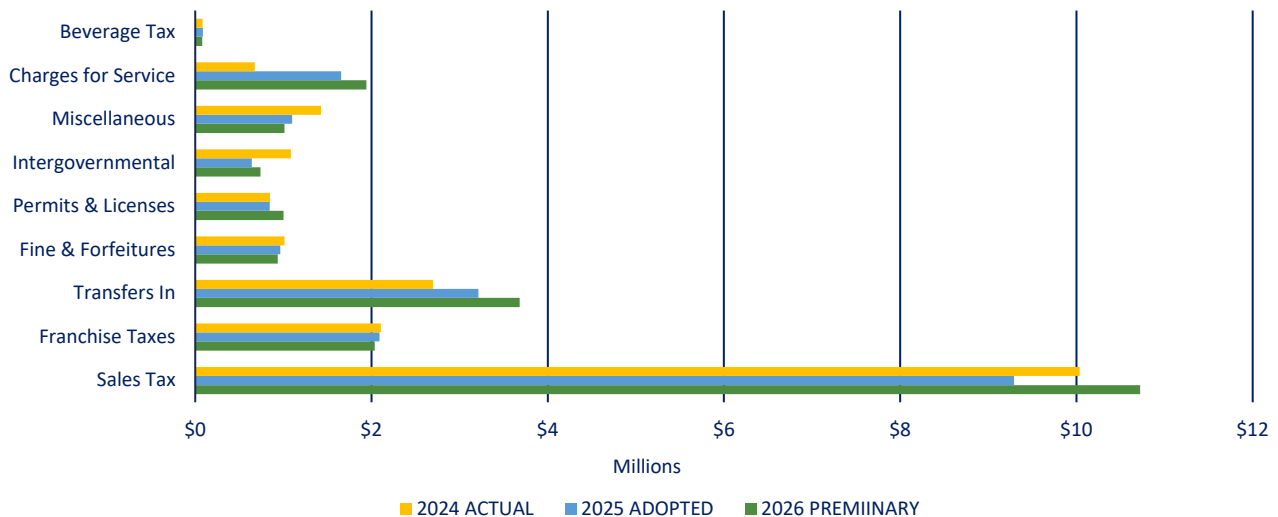
- Total Expenditures: ~\$43.9M
- Key Budget Drivers:

- Personnel: \$1.4M for merit increases
- Insurance: \$60K in increases
- FVFD: \$80K contract + \$2.47M capital equipment
- Capital Equipment Leases: \$1.5M
- Deferred Maintenance: \$500K
- Forces at Work: ~\$432K in additional external pressures
- Unfunded Requests & Equipment: Some capital items remain pending if funds become available
- Tax Rate Scenarios:
 - No New Revenue Rate (NNRR): \$0.4914 (insufficient to meet base budget)
 - Flat Rate: \$0.5147
 - Voter-Approved Tax Rate (VATR): \$0.5207 → Likely proposed rate
 - Debt Obligation: \$6.6M, up \$700K from FY25
- General Fund Balance: ~\$13.3M
- Capital Improvement Fund Net Balance: -\$1.48M (Deficit)

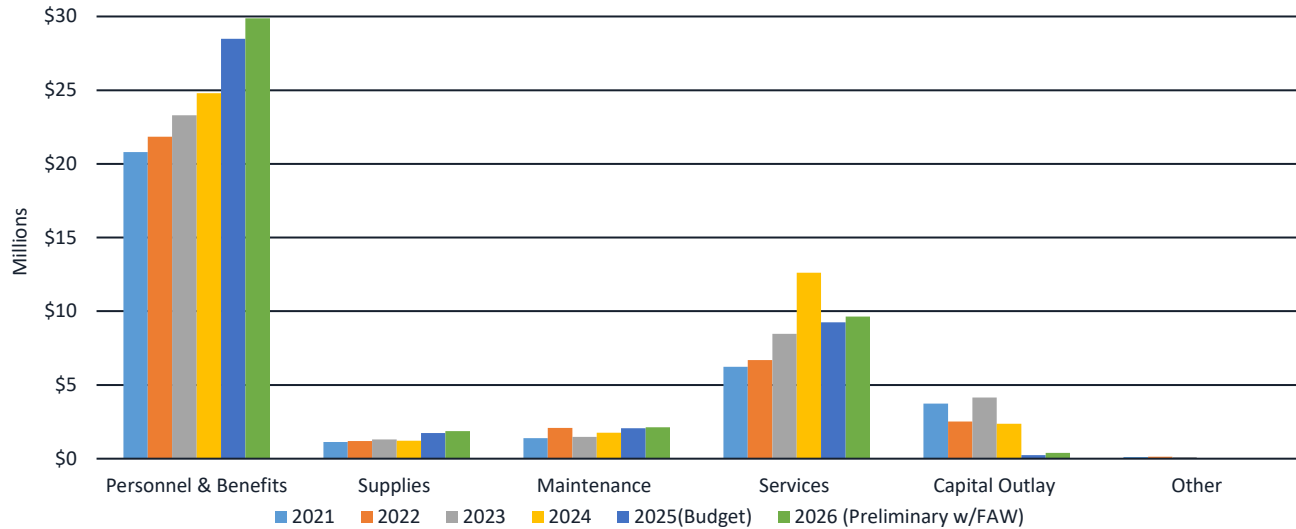
PROPERTY TAX REVENUE COMPARISON



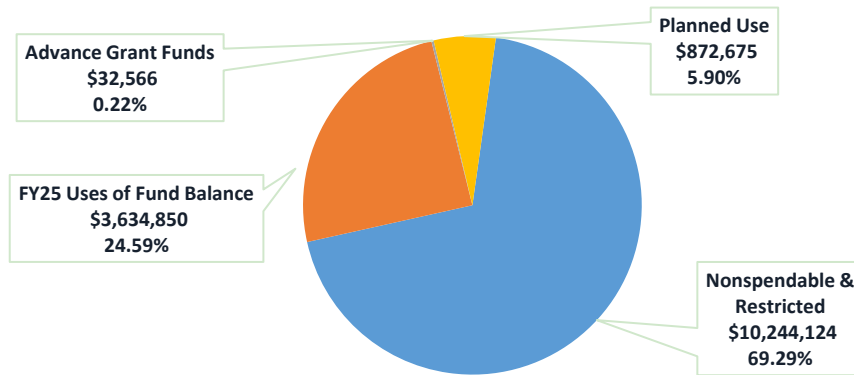
OTHER GENERAL FUND REVENUES ~ \$18.5M



GENERAL FUND EXPENDITURES BY CATEGORY



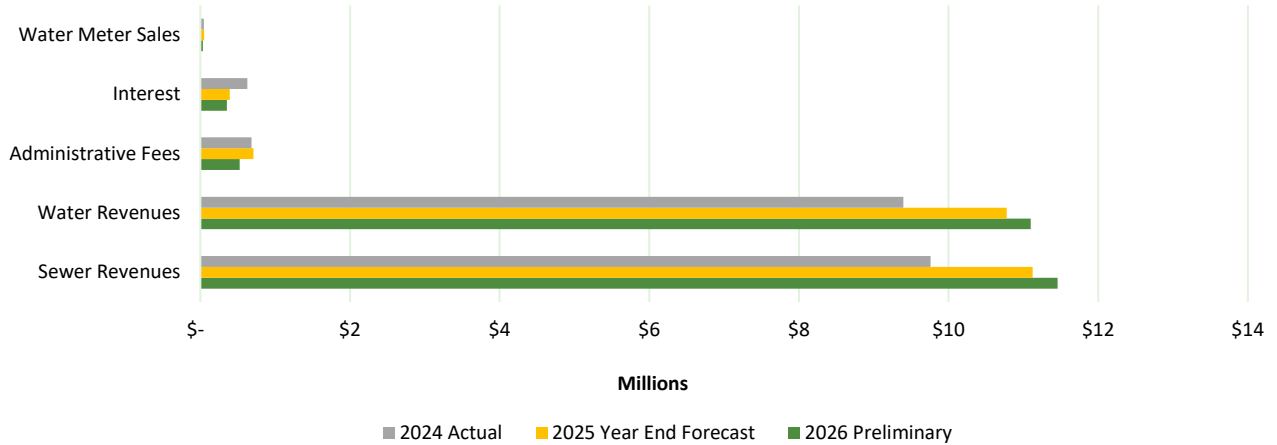
GENERAL FUND BALANCE ~ \$13.3M



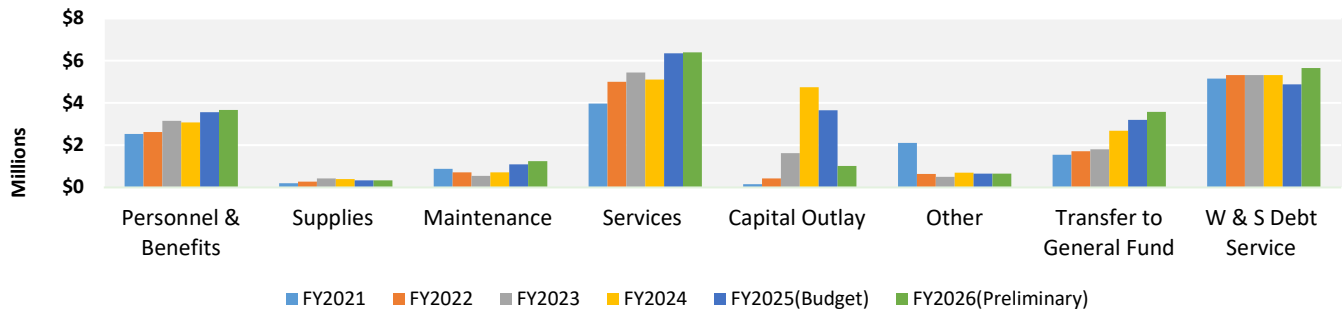
WATER & SEWER FUND

- Revenue: ~\$23.1M
- Expenditure: ~\$22.5M
- Key Budget Drivers:
 - Personnel: \$100K for 2.75% merit increases
 - Insurance: \$19K
 - Capital Debt Service Increase for 2025 bond issuance
 - Notable Capital Projects: 42” Southeast Transmission Line (\$990K) and VRP Vehicle Upgrade (\$32K)
- Working Capital:
 - Estimated: ~\$15.6M
 - Available (as of July 7, 2025): \$2.84M
 - Note: City of Houston water buy-in settlement: \$2.1M paid (60% of original \$3.5M)

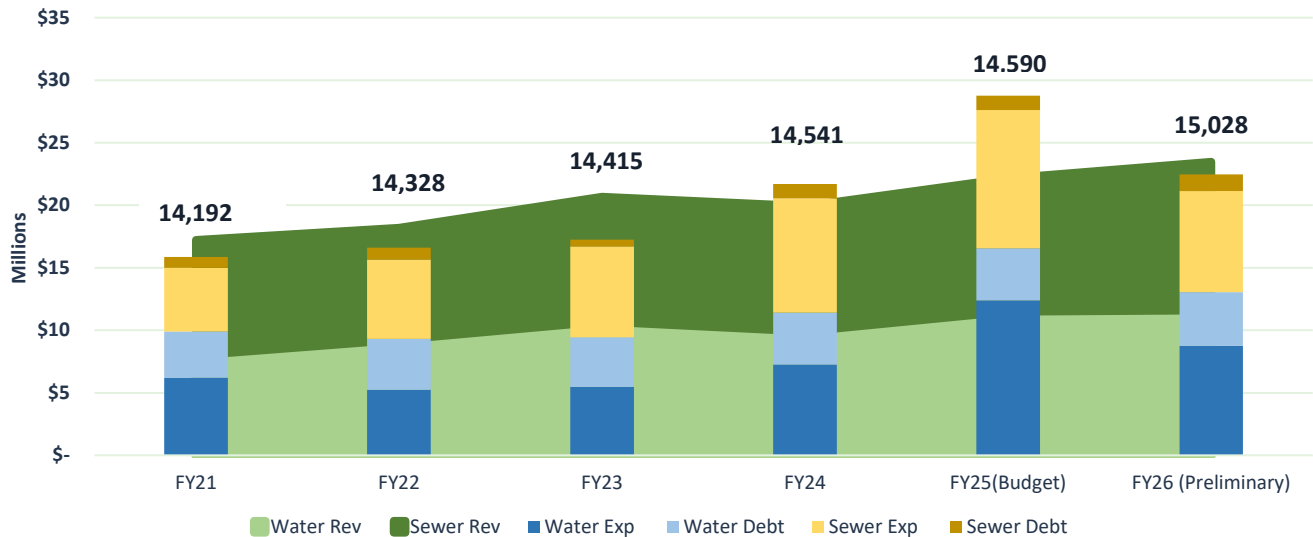
WATER & SEWER FUND REVENUE ~ \$23.1M



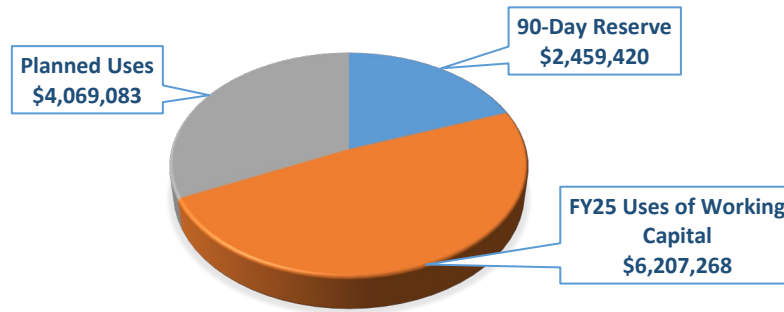
WATER & SEWER FUND EXPENDITURES BY CATEGORY



UTILITY REVENUE & EXPENDITURE COMPARISON



WATER & SEWER WORKING CAPITAL ~ \$15.6M



NEXT STEPS

- Aug 1, 2025: Proposed Budget Delivered
- Aug 4: Budget Work Session
- Aug 13: Budget Workshop
- Aug 25: Public Hearing (Special Meeting)
- Sept 8: Tax Rate Hearing + Budget Adoption

At 11:47 A.M., Mayor Foreman recessed the meeting for a short break and later convened at 11:55 A.M.

B. Discuss the City's waste and recycling contract options and the related citizen survey.

City Manager Morad Kabiri relayed that about eight months prior, Waste Connections proposed to extend their contract by 10 years contingent on transitioning to automated service and holding rates at \$18/month. Council was initially receptive, but a change in management led the company to propose a shorter 3-year extension at a higher rate of \$21/month without automation. Compounding the issue, significant service failures emerged. Despite repeated staff requests, Waste Connections failed to resolve the problems.

As a result, the City will now pursue a request for proposal (RFP). A citywide survey will launch the following week via postcard and QR code about service satisfaction, frequency preferences, and pricing. The survey is accessible online (GIS-integrated for geographic response mapping) and via paper form at the City Secretary's Office. It will remain open through August 5, 2025. Discussion ensued amongst Council and staff over the issues that have failed to be resolved by Waste Connections.

C. Discuss a request to name a City Facility and/or build a monument in honor of former Police Chief Bob Wieners and former Mayor Kevin Holland

City Manager Morad Kabiri presented the two following requests to name a city facility and/or monument for Council's consideration:

- **Police Chief Robert "Bob" Wieners** – Recognition for his 22 years of service as Chief of Police in Friendswood. He was credited with overseeing the department's significant growth and helping maintain Friendswood's reputation as one of the safest cities in the state and nation.
- **Former Mayor Kevin Holland** – Recognition for his many public service roles, including serving as Mayor (2012–2018), President of the Galveston County Consolidated Drainage District, and

other civic leadership roles. The proposal involved naming the bridge connecting City Park to Stevenson Park in his honor.

Councilmember Griffon voiced his concern of naming any facility after a politician or political figure. Upon further discussion, the general consensus amongst Council was that the individuals deserved recognition, but no final decisions were made during this session. Instead, Council leaned toward revisiting the requests with additional thought, such as possibly developing criteria or a matrix to guide future naming decisions with consistency and community buy-in.

8. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the July 12, 2025, City Council Special Meeting at 12:27 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, TRMC, City Secretary

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 25, 2025

Date submitted: 08/14/2025

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

Subject: Consider approving the minutes of the City Council Special Meeting held on August 13, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review and approval of the minutes of the City Council Special Meeting held on August 13, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 08 13 CC Minutes, Special

DRAFT
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
AUGUST 13, 2024

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, AUGUST 13, 2025, AT 3:00 P.M. IN THE COMMUNITY ROOM, FRIENDSWOOD PUBLIC LIBRARY, LOCATED AT 416 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	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 3:00 P.M. with all members present with the exception of Councilmember Ross who was absent.

2. INVOCATION

The invocation was led by Mayor Pro Tem John Ellisor.

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

No reports were provided.

5. PUBLIC COMMENT

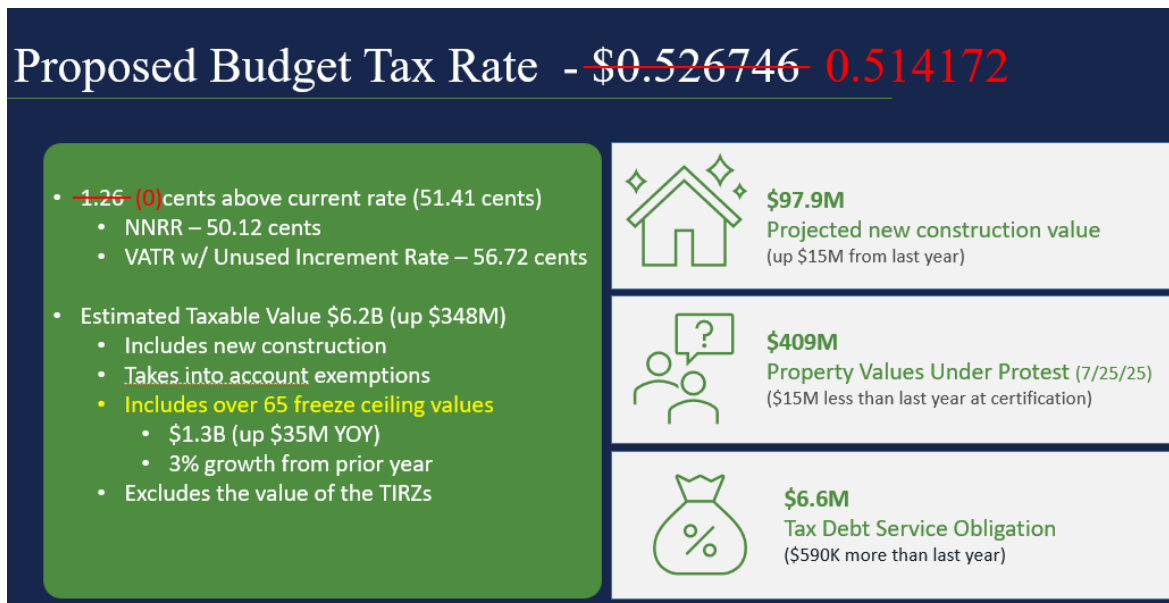
There was no public comment.

6. WORK SESSION TOPICS

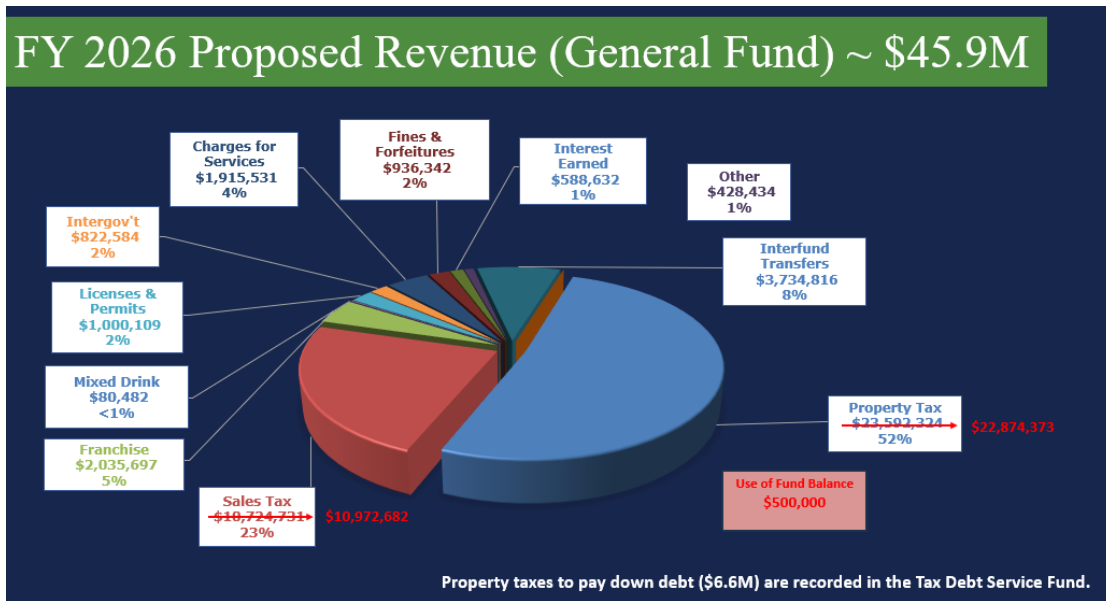
A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2024-25 Municipal Budget.

City Manager Morad Kabiri stated there had been slight changes since the draft budget was presented to Council a couple of weeks ago. He emphasized the City's commitment to achieving its goals while being mindful of the impact on taxpayers.

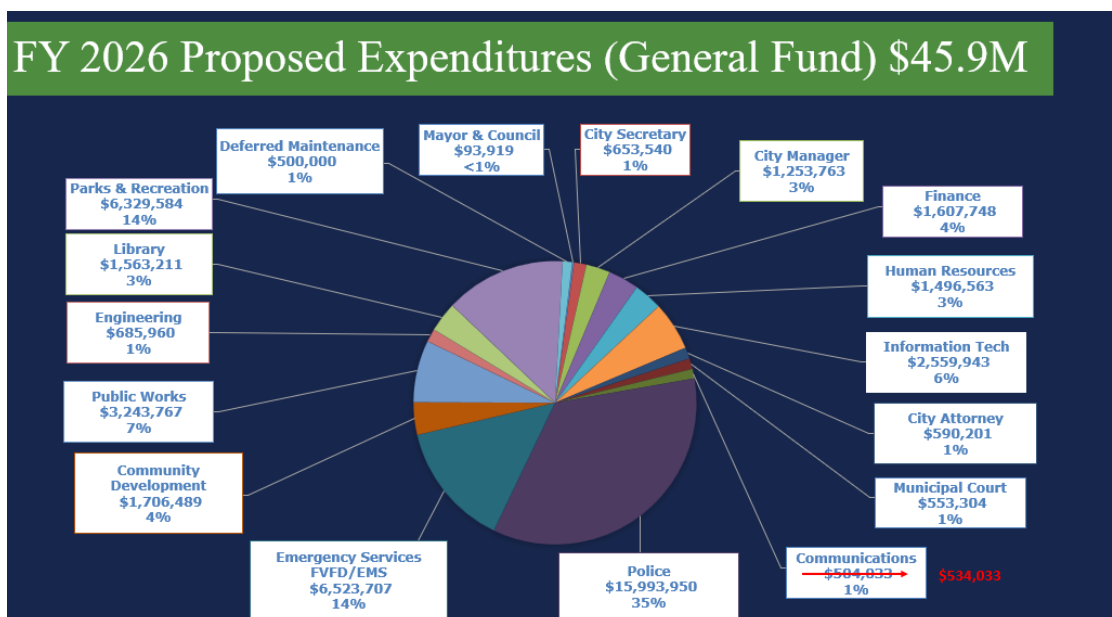
Finance Director Rhonda Boskas said the discussion would focus on the General Fund. Following the last City Council meeting and Council feedback, staff lowered the proposed rate to the flat tax rate of 0.514172¢, which is about 1.3¢ over the No New Revenue Rate (NNRR) and roughly 5¢ below the voter-approved rate. All other assumptions remained the same.



Ms. Boskas also identified the changes to the proposed FY2026 revenue, specifically the projections related to sales tax revenue were increased by \$240,000, and because the property tax rate was reduced from the previous meeting, this resulted in a revenue decrease of \$718,000 for property taxes. She also noted that many of the deferred maintenance items noted in the previous meeting would instead be funded from the City's current fund balance rather than through a tax increase. Ms. Boskas explained staff decided to purchase this maintenance and/or one-time capital purchases via fund balance because of the anticipated additional fund balance from sales tax receipts. Mayor Foreman cautioned against using sales tax to fund the City's maintenance fund in future years and encouraged the Council to budget the \$500,000 annually for maintenance, in order to build up that fund appropriately. Councilmember Hanks suggested creating a policy to designate a percentage of fund balance for specifically for deferred maintenance. On that particular suggestion, Mr. Kabiri said this could be considered after the audit in December. Councilmember Griffon stressed the importance of saving for emergencies due to uncertainty about federal reimbursements. The Mayor added that allocations could also be made through budget amendments. With that said, Ms. Boskas noted that page 45 of the budget provided to Council outlines the new maintenance fund policy.



Furthermore, Ms. Boskas reported that overall revenues increased by about \$30,000 due to a decision packet for a social media boost program. The \$30,000 allocation would return to fund balance if unused.



Ms. Boskas went over the tax bill comparison for a home valued at \$460,000 from the originally proposed tax rate of \$0.526746 to the new proposed tax rate of \$0.514172. She noted that for a homeowner that owns a home, a \$460,000 valued home, and is taking the 20% homestead exemption, their annual bill would be about \$47.82 more, which is about \$195 less than the voter approval tax rate with the unused increment. She further noted that if a home is valued at \$200,000 with no increases in their appraised value from last year to this year, there would be increase to their property taxes and it would remain flat.

In response to an inquiry over how the voter approved tax rate is decided, Mr. Kabiri noted that the voter approved tax rate changes are a function of value fluctuation plus the City's revenue growth from the prior year, so the if the State says that the City is capped at 3.5%, and they decide to lower the cap to 2.5%,

something that is currently being considered by the Legislature, that will have an impact on the City's voter approved tax rate.

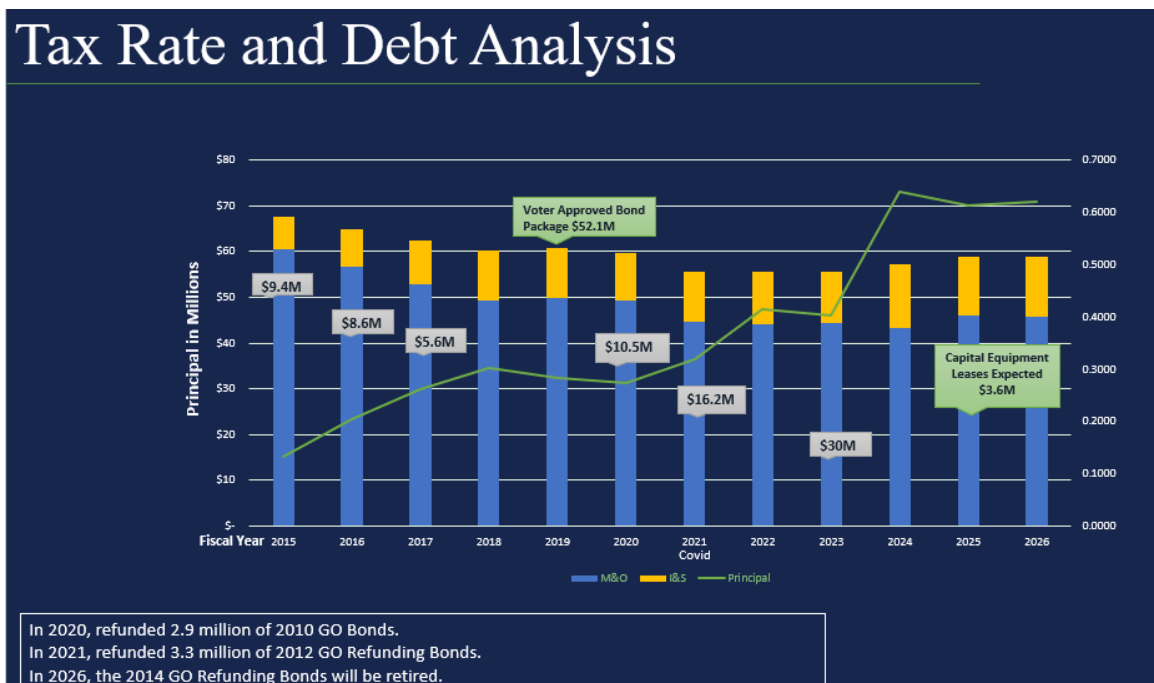
Tax Bill Comparison

Home Value - \$460,000				
No change in value from 2024 to 2025				
Homestead Taxable Value ~ \$368,000 (with 20% homestead exemption)				
	Proposed	Current	NNRR	VATR*
	\$0.526746 (0.514172)	\$0.514172	\$0.501177	\$0.567235
Monthly Tax Bill	\$161.54 \$157.68	\$157.68	\$153.69	\$173.95
Annual Tax Bill	\$1,938.43 \$1,892.15	\$1,892.15	\$1,844.33	\$2,087.42
Monthly Difference from proposed rate		\$3.86 \$0.00	\$7.85 \$3.99	\$12.41 \$16.27
Annual Difference from proposed rate		\$46.28 \$0.00	\$94.10 \$47.82	\$148.99 \$195.27

At the proposed rate, the annual tax bill for a home valued at \$200,000 would increase by ~~\$20.~~ \$0

*Includes unused increment of 4 cents.

Ms. Blossas introduced a new slide in the budget presentation showing the tax rate and debt analysis. She stated that the blue bar graph indicates the Maintenance and Operations (M&O) tax rate, the yellow bar graph shows the Interest and Sinking (I&S) tax rate and the green trend line shows the balance of the debt being funded by property taxes each year. She pointed out that as the as the City issues debt, its M&O rate will fall, and its I&S rate will go up. Mr. Kabiri noted that there will never be a time in which the green line is zero because even as debt it retired, there will always be some piece of equipment that will require replacement; such as a fire truck or street replacements, which is a constant need in a community of this size. The Council stated that for a community of this sized, its balance between debt and operations was well done, particularly when compared to surrounding communities.



Ms. Boskas stated that the next slide shows the “forces at work” and noted that a few of the “forces at work” and the decision packages that were submitted during the budget planning process this year, many of them that were identified as capital items, capital purchases, capital improvements, and had a one-time cost, will be funded these in FY25 with the use of fund balance. She further stated that the Council would see those purchases in an upcoming budget amendment. She further noted that the “forces at work” and decision packages being discussed were listed below and totaled \$719,000.

Dept	Description	One-Time Cost
Police	DP Drone Monitoring Equipment	75,825
Police	FAW Mobile Data Terminals	131,000
Police	FAW Replacement K9	39,100
Police	DP Animal Control Security Cameras	40,000
Public Works	DP VRP Addition	44,860
Public Works	DP Broom Attachment for ATMAX	12,766
Public Works	DP Graphtec Cutter	10,629
Engineering	DP City-Wide Traffic Study	225,000
Parks	DP VRP Addition	52,386
Parks	DP Sports Park Security Cameras	40,000
Parks	DP Tow Behind Personal Lift	48,000

As it related to the remaining funded “forces at work,” that list remained unchanged and in the order of staff ranking below:

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Automobile Insurance Increase (27%)	\$0	\$38,191	\$38,191	\$0	\$38,191
City Wide	Real & Personal Property Insurance Increase (14%)	0	11,312	11,312	0	11,312
FIN	Galveston County Appraisal Services	0	67,997	67,997	0	67,997
PD_Patrol	Axon Taser Contract	0	81,087	81,087	0	81,087
PD_Patrol	Drone Monitoring Software	0	11,100	11,100	0	11,100
PD_Comm	Records Specialist (+1.0 FTE)	0	93,001	93,001	0	93,001
FVFD_Fire	FVFD Contract Increase	0	78,810	78,810	0	78,810
DES_Admin	Radio Refresh	0	88,000	88,000	0	88,000
P&R_Pk	Forest Bend Easement Mowing	0	7,000	7,000	0	7,000
P&R_Facilities	Star Services HVAC Contract Increase	0	14,000	14,000	0	14,000
Total Forces at Work		\$0	\$490,498	\$490,498	\$0	\$490,498

The only item that was added to this list was the previously mentioned social media post booting program in the amount of \$30,000.

Ms. Boskas asked if the Council had any questions or desire to review the requested decision packages from any of the department heads present at the meeting. The Council had no questions and expressed their gratitude for the work and thought put into this year’s budget, balancing the staffing needs of the organization and operational excellence with the tax impact to the residents.

Ms. Blosskas noted that the next steps to the budget process were as follows:

- ✓ Proposed Budget Public Hearing – 08/25/2025, at 5:30 p.m.
- ✓ Budget Adoption – 08/25/2025 or 09/08/2025
- ✓ Public Hearing on Tax Rate – 09/08/2025, at 6:00 p.m.
- ✓ Tax Rate Adoption – 09/08/2025

Mayor Foreman stated he fully intended to vote the approval of the proposed budget at the August 25, 2025, City Council Meeting and encouraged Council to direct any remaining questions to staff beforehand and to be prepared to vote as well.

7. ADJOURNMENT

With there being no further discussion, Mayor Foreman adjourned the August 13, 2025, City Council Special Meeting at 3:29 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, City Secretary